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CT CORP
3458 Lakeshore Drive, Tallahassee, FL 32312
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Date: 12/26/2018

Acc#I20160000072

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Name:	2012 GOODMAN FAMILY GST
Document #:	
Order #:	11347215 LINE 3

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
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Amount: \$ **350.00**

Thank you!

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

2012 Goodman Family GST

A Minnesota **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 2012 Goodman Family GST, a
(Name of Trust)

Minnesota Trust hereby affirms in order to file or qualify
(State)
2012 Goodman Family GST, 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.

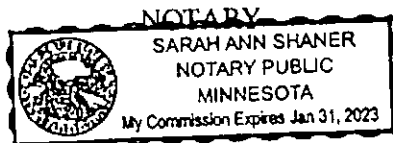
1200 South Pine Island Road, Plantation, FL 33324

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 Ann Shaner

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

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TALLAHASSEE, FLORIDA

Tax Identification No. 46-6452201

2012 GOODMAN FAMILY GST

THIS TRUST AGREEMENT is effective as of the 19th day of December, 2012, by and between JOHN B. GOODMAN (the "Grantor"), and JOHN B. GOODMAN and JIM WEICHERT (collectively, the "Trustee" or "Trustees").

W I T N E S S E T H:

WHEREAS, the Grantor desires to create an irrevocable generation skipping trust for the benefit of the Grantor's children and other issue, as well as any future spouse of the Grantor, 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 called 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 2012 GOODMAN FAMILY GST. 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 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, 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 Minnesota.

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 2012 GOODMAN FAMILY GST shall be included in the 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 and does not cause the Trust to have an inclusion ratio of greater than zero (0) (as defined in Section 2642(a)(1) of the Internal Revenue Code).

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 Minnesota Statutes Section 524.2-709(b), or any corresponding provision of successor law.

2.3 Child or Children. The terms "child" or "children" shall refer to issue of the first generation. All references herein to the Grantor's children or issue shall include only SHANE GOODMAN, the issue of SHANE GOODMAN, any other children of the Grantor born

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after the date of this Trust Agreement, the paternity of which is acknowledged by the Grantor in writing, and any issue of such after-born and acknowledged children.

2.4 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, (3) any issue of Grantor; (4) any person, corporation or entity which is related or subordinate to the Grantor, as defined by Section 672(c) 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.

2.5 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.

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

2.7 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.

2.8 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.

2.9 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.

2.10 Spouse. The term "spouse" means the person then living to whom the person 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.

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

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

Article 3

Administration of 2012 GOODMAN FAMILY GST

3.1 **Administration of the Trust Estate.** The Trust Estate shall be held for the benefit of the children and issue of the Grantor, as well as any future spouse of the Grantor, as follows:

- (1) Distributions During Term of Trust. The Trustees may pay to or expend for the benefit of the members of a group consisting of all then-living issue of the Grantor, as well as the then-current spouse of the Grantor (provided that the Grantor is living with and is not legally separated from such spouse) such sum or sums from the net income or principal of the Trust as the Trustees may determine, in the Trustees' sole discretion. The Trustees need not apportion such payments equally among the members of said group, and in exercising the discretion to make such payments the Trustees shall take into consideration the respective needs, ages, health, educational requirements and aptitudes, earning capacities, marital status, and other circumstances affecting the members of said group individually, including other sources of financial assistance available to said members of said group.
- (2) Termination. Upon the earlier to occur of: (i) the death of the survivor of all issue of the Grantor, or (ii) such time as the Trust is required to terminate pursuant to the provisions of paragraph 6.4 of this Trust Agreement, the Trust shall terminate, and the Trustees shall distribute the balance of the Trust to the then-living issue of the Grantor, by right of representation, subject to the provisions of paragraph 3.2. If there is no then-living issue of the Grantor, then said property shall be distributed in accordance with the provisions of Article 4 of this Trust Agreement.

3.2 **Distributions to Any Living Issue of the Grantor Under the Age of Forty (40).** Any property otherwise distributable pursuant to this paragraph 3.2 to any issue of the Grantor who has not attained the age of forty (40) 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 Trustees 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 Trustees, in the Trustees' discretion, may deem necessary or advisable to provide for the proper support, maintenance, health, and education of said issue.
- (2) Distribution at Age 30. At the time when said issue attains the age of thirty (30) years (or if said issue has attained that age at the time of the creation of the trust,

then at such time), the Trustees shall pay over and distribute to said issue one-third (1/3) of the balance of the trust, including principal and all undistributed income.

- (3) Distribution at Age 35. At the time when said issue attains the age of thirty-five (35) years (or if said issue has attained that age at the time of the creation of the trust, then at such time), the Trustees shall pay over and distribute to said issue one-half (1/2) of the balance of the trust, including principal and all undistributed income.
- (4) Termination of Trust at Age 40. At the time when said issue attains the age of forty (40) years, the trust shall terminate and the Trustees shall pay over and distribute to said issue the balance of the trust, including principal and all undistributed income.
- (5) Testamentary General Power of Appointment. If said issue dies before attaining the age of forty (40) years, any portion of the trust having an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of greater than zero (0), including principal and all undistributed income, shall be paid over and distributed to such other person or persons, or to said issue's Probate Estate, in such amount or amounts and upon such conditions and estates, ~~in trust for~~ otherwise, with such powers, in such manner and at such time or times as said issue shall appoint by a Will specifically referring to this general testamentary power of appointment.
- (6) 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 3.2(5) shall be paid over and distributed to the then-living issue of said issue, by right of representation, subject to the provisions of paragraph 3.2 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 3.2 of this Trust Agreement, as the case may be; 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 3.2 of this Trust Agreement, as the case may be. If there is no then-living issue of said issue, 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 3.2. If there is no then-living issue of the Grantor, then said property shall be distributed in accordance with the provisions of Article 4 of this Trust Agreement.

3.3 Power to Postpone Distribution. Notwithstanding any of the foregoing provisions, the Independent Trustee shall have the power to postpone any principal distribution otherwise required to be made from any trust administered under this Article 3 to any one or more of its beneficiaries, including principal distributions to be made upon or after the

beneficiary's attainment of a specified age or the death of a third person (and to postpone to that extent the termination of such trust which might otherwise be required) if such Independent Trustee, in the Independent Trustee's sole but reasonably exercised discretion, determines that, in view of the Grantor's apparent overall original intent, there is a compelling reason to postpone such distribution; provided, however, the Independent Trustee shall not have the authority to postpone distributions of income if such income distributions are required to elect or maintain an existing election of the trust as a Qualified Subchapter S Trust pursuant to Section 1361(d) of the Internal Revenue Code. There shall be no right to postpone or withhold any required distribution of income as provided by this Trust Agreement.

- (1) Examples of Postponement Circumstances. Circumstances in which such postponement might be appropriate may include, but shall not be limited to, the beneficiary's serious disability, including chemical dependency or mental illness, a pending divorce, potential or pending creditor claims (possibly relating to such distribution), a serious tax disadvantage to such beneficiary (or his or her family) if such distribution were made, or other circumstances in which the Independent Trustee reasonably believes the beneficiary will be unable to retain the assets so distributed or the possibility that closely held stock owned by the Trustees may become widely distributed or similar substantial cause.
- (2) Particular Intention for Retention. 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.
- (3) Term of Postponement. Any postponement of distributions may be continued by the Independent Trustee, in whole or in part, up to and including the entire lifetime of the beneficiary. While such postponement continues, all powers of appointment previously applicable to the otherwise distributable principal shall remain in effect but such beneficiary shall only receive actual distribution from time to time of such amounts as such Independent Trustee, in the Independent Trustee's sole discretion, deems appropriate in the best interests of such beneficiary.
- (4) Authority to Postpone Reserved to Independent Trustee; Multiple Independent Trustees. The authority of this paragraph to postpone distributions shall be vested in the Independent Trustee and not in any other Trustee. If there is more than one Independent Trustee serving, any decision to postpone distributions or any other determination to be made by the Independent Trustees shall require unanimous agreement of all Independent Trustees.
- (5) Exculpation and Indemnification of Trustees. The Grantor has selected the Independent Trustee(s) with great care and much consideration. The Grantor realizes that a decision to exercise or not to exercise the power to postpone a distribution is likely to occur under difficult circumstances, which the Independent Trustee(s) would be unlikely to exercise without a reasonable concern that the intention of the Grantor might be frustrated by making such

distribution. The Independent Trustee(s), therefore, shall be absolutely exculpated from any liability for failing to exercise the power to postpone, and the Trustees other than the Independent Trustee(s) shall similarly be absolutely exculpated with respect to any action taken (or not taken) pursuant to this paragraph 3.3, and any legal action, in whatever form and in whatever forum, shall immediately be dismissed with respect to these exculpated circumstances. With respect to any action by the Independent Trustee(s) to exercise the authority of this paragraph to postpone distributions, the Independent Trustee(s) making such determination shall not be liable for the exercise of such authority until a final judicial determination that such exercise of this authority was made in bad faith. The Trust Estate shall fully indemnify each and every Trustee for all costs and expenses incurred which are related to their defense of such exercise, including attorney's fees, and the reasonable expense of the Trustee's own efforts in defending any such action at the time such costs and expenses are incurred.

3.4 **Distributions to Beneficiaries of Another Separate Trust.** Notwithstanding any provision of this Article 3 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 4

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 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 applicable, 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.

Article 5

Administrative Powers of Trustee

5.1 **Limitation of Powers.** Notwithstanding anything contained in this Trust Agreement or any statute or rule of law to the contrary, all powers of the Trustee shall be exercised only in a fiduciary capacity and then subject to all limitations imposed by this Agreement. No powers enumerated herein or accorded to the Trustee generally shall be construed:

- (1) Grantor's Powers. To enable the Grantor (i) to become a Trustee hereunder, or (ii) to exercise any power of appointment with respect to this trust.

- (2) Borrowing From Trust. To enable the Grantor or the Grantor's spouse to borrow any part of the assets or funds of any trust hereunder, directly or indirectly, unless such loan provides for at least such security and such interest as a bank would require and unless such loan is made by and with the continuing consent of the Independent Trustee.
- (3) Obligation of Support. To permit income or principal of the Trust Estate to be used to discharge in whole or in part any obligation of a Grantor or the Grantor's spouse to support and educate any Beneficiary of any trust hereunder; or to permit the assumption or payment of any other debt of the Grantor out of the Trust Estate. When determining the legal obligation of any person to support and educate any minor Beneficiary of any trust hereunder, the existence of any trust hereunder and funds made available from such trust shall not be taken into consideration.
- (4) Voting Securities/General Powers of Administration. To enable any person in a non-fiduciary capacity, without the approval or consent of the Independent Trustee, (i) to exercise the right to vote securities directly or indirectly given to any trust hereunder, (ii) to control investment of the Trust Estate, or (iii) to reacquire any trust property by substituting other property of equal value.
- (5) Non-Adverse Party Dealing With Assets. To enable a Grantor or a Non-Adverse Party, as defined by the Internal Revenue Code, particularly Section 672(b), without the approval or consent of any Adverse Party, as defined by the Internal Revenue Code, particularly Section 672(a), to purchase, exchange, or otherwise deal with or dispose of the principal or income of any trust created hereunder for less than an adequate consideration in money or money's worth.
- (6) Ownership of Insurance on Grantor or Trustee. To permit any trust income of any kind to at any time be applied to the payment of any premium on any policy of insurance on the life of the Grantor or the Grantor's spouse without the consent of an Adverse Party, as defined by the Internal Revenue Code. Furthermore, if insurance on the life of any person should at any time become an asset of any trust hereunder, such person, if and while as acting as a Trustee, shall not participate in the right to change Beneficiaries, to obtain the cash or loan value or any other right, privilege or incident or ownership in such insurance, all of which incidents shall be vested solely in the Trustee other than such person.
- (7) Discretionary Distributions. To enable any Trustee (i) who is a contributor to any trust created hereunder, (ii) to whom income or principal may be currently distributed from a trust created hereunder, or (iii) who has the legal obligation to support a Beneficiary to whom income or principal may be currently distributed from a trust created hereunder, to participate in the exercise of any discretionary power to distribute or to withhold distribution of such income or principal from such trust to or for the benefit of such trustee or any person whom such trustee has a legal obligation to support.

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5.2 **Administrative Powers of Trustee.** The Grantor confers upon the Trustee all of the powers enumerated in Minnesota Statutes Section 501B.81 et. seq., 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 deem 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; provided, however, that the trust continues to have an inclusion ratio of zero (0) for GST purposes, as defined in Section 2642(a)(1) of the Internal Revenue Code after such transfer to the trust. 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, storage, disposal, release or discharge of 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

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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 as provided in paragraph 5.2(24); 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 paragraph 8.27 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

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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 or 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 partial 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 or the Grantor's spouse, to any Beneficiary of any trust hereunder, to the Grantor or the Grantor's spouse

(although at the time of this Agreement, there is no present intention for the Grantor nor the Grantor's spouse 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 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

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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 (in 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

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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. To retain as an investment of any trust hereunder any insurance policies on the life of 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; to exercise all rights, elections, options, privileges and other powers, and to receive all payments, in respect of any insurance policy on the life of or relating to any person, including but not limited to the power to collect dividends, death or other benefits, (including disability benefits), surrender payments, and any other payment which may be due or collectible in respect of any such policy; to surrender any such policy for the cash surrender value thereof; to convert any such policy into other forms of insurance; to borrow upon and pledge any such policy in connection with a loan or loans to the Trustee; and to otherwise 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; and payment to and the receipt of the Trustee to be a full discharge of the liability of any insurance company which insurance company shall not be required to see to the application of any such payment). The Trustee shall not be responsible for the lapse or other failure, in whole or in part, of any such policy due to the insufficiency of the assets of any trust hereunder to provide for the payment of premiums or other charges in respect thereof. In the event of such insufficiency, however, the Trustee may, in the Trustee's absolute discretion, pay premiums or other charges, or any of them, and the Trustee may obtain the necessary funds by: (a) selling at public or private sale, without notice to the Grantor or the beneficiaries of the trust or any other person, a sufficient portion of the principal of the trust; (b) borrowing on the security of the principal of the trust or any part thereof or on any of the insurance policies; (c) applying the dividends on any of the policies; (d) surrendering any of the policies for their cash-surrender values; and/or (e) converting any policy on which premiums have not been paid due to insufficient funds into a paid-up policy pursuant to the terms of such policy. In the event that there is a dispute as to whether or not the Trustees are entitled to collect any proceeds of any insurance policies, the Trustees shall have no obligation to bring suit to collect any amounts payable in respect of any such policy unless its expenses in connection with bringing suit are reasonable available to the Trustees in light of all other relevant circumstances. The Trustee is authorized to procure and carry at the expense of the Trust Estate insurance of such kind and in such form and amount as the Trustee deems advisable to protect the Trustee, any Beneficiary and any trust hereunder against any hazard and to apply Trust income to the payment of any premium to insure the life or risk of

disability of any person upon whom such trust depends as a matter of course, directly or indirectly, for trust income; provided, however, that Trust income shall not be applied to the payment of life insurance premiums on a policy insuring the life of the Grantor or the Grantor's spouse. The Trustee is authorized to give to any insurance companies and to each of them all the necessary and proper releases in full discharge of all such insurance companies' liabilities under such policies and a receipt by the Trustee to any such insurance company shall be effective to release such insurance company from any liability as a result of such policies and shall be binding upon every beneficiary of the trust. No insurance policy that has issued policies of insurance subject to this Trust Agreement shall have any obligation to inquire into the terms of this Trust Agreement or see to the application of the proceeds and benefits of such policies. Notwithstanding any provision herein to the contrary, in no event shall the powers granted under this paragraph 5.2(24) be exercised or exercisable by an individual Trustee with respect to any policy of insurance on said Trustee's life.

- (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.

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- (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.

Article 6

Special Provisions

6.1 **Termination Provisions.** The Independent Trustee shall have the power to terminate any trust created hereunder, whenever such Independent Trustee deems it advisable for reasons of economy of administration or for tax reasons. Upon such termination, the Independent Trustee 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 this paragraph. Notwithstanding any provision of this paragraph to the contrary, no discretion granted to the Independent Trustee hereunder shall be exercisable by any Independent Trustee who is a beneficiary of the trust which is to be terminated.

6.2 **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.

6.3 **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 Minnesota 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.

6.4 **Perpetuities Saving Clause.** Each trust hereunder, if not sooner terminated pursuant to other provisions hereof, shall terminate twenty-one (21) years after the death of the survivor of all beneficiaries who are named in this Trust Agreement (including the Grantor's issue) who are living at the date of the Grantor's death, and shall thereupon be distributed outright to the persons and in the proportions determined as though said trust had terminated immediately prior to the time specified in this paragraph.

6.5 **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

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dispose of his or her 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.

6.6 Payments to Beneficiaries Under Disability. The Trustees may make any distribution hereunder to a Beneficiary under twenty-one (21) years of age or to any other beneficiary determined by the Trustees to be unable to manage his or her personal finances, without liability to the Trustees and in the discretion of the Trustees, if such distribution is made 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 Trustees 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 6.6(4) and 6.6(6) only if legally enforceable indemnification in favor of the Beneficiary is received against anyone other

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than the Beneficiary (or the Beneficiary's Estate) benefiting thereby. The receipt for or evidence of any such payment, distribution, or application shall be a complete discharge and acquittal of the Trustees to the extent of such payment, distribution, or application and, except for enforcement of any above described indemnification, such Trustees 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 6.6(1), 6.6(3), 6.6(5), 6.6(7) or 6.6(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 Subchapter S Trust" ("QSST") pursuant to Section 1361(d) of the Internal Revenue Code shall only make distributions in the manner described in paragraphs 6.6(1), 6.6(2) and 6.6(6) during any period during which such trust is a QSST.

6.7 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

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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) believe 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).

6.8 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 a "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.

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6.9 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.

6.10 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.

6.11 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.

6.12 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

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owned or operated by a business in which any trust hereunder owns an 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.

Article 7

Fiduciary Liability

7.1 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.

7.2 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 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 or the estate of the Grantor's spouse, from any business entity or trust established by either of the Grantor or 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

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Estate for any action or failure to act, or error in judgement 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 it personally and in its 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.

7.3 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 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 8

Trusteeship

8.1 Successor Trustee. If for any reason JIM WEICHERT is unable or unwilling to serve or to continue to serve as a Trustee hereunder, then the then serving Chief Financial Officer of The Goodman Group, LLC shall 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. If for any reason the then serving Chief Financial Officer of The Goodman Group, LLC is unable or unwilling to serve or to continue to serve as a Trustee hereunder, the then serving Chief Financial Officer of The Goodman Group, LLC may designate an alternate or successor Trustee. Such designation shall be in writing signed by the then serving Chief Financial Officer of The Goodman Group, LLC, and said designated individual shall become a Trustee hereunder at such

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

8.2 Limitation of Discretion. Notwithstanding anything herein seemingly to the contrary, under no circumstances shall JOHN B. GOODMAN be involved in any manner in any decisions regarding any distributions to be made to the beneficiaries hereunder, and JOHN B. GOODMAN shall have absolutely no discretion related thereto. JOHN B. GOODMAN's role as a Trustee shall solely be to make investment decisions in accordance with the terms of the Trust Agreement, and in coordination with the other Trustees as required by the terms of the Trust Agreement.

8.3 Independent Trustee. If there is no then acting Independent Trustee, and one is required for any reason, then the acting Trustees shall appoint an individual or corporate fiduciary qualified to serve as an Independent Trustee to exercise said power. Said individual or corporate fiduciary shall become a Trustee hereunder upon filing a written acceptance of such office with the trust records. After exercising such power, said Independent Trustee shall have no further duties other than to account for said Independent Trustee's actions. Said Independent Trustee shall not be liable or responsible for the acts of the other Trustees.

8.4 Vacancy in the Trusteeship. In the event of a complete vacancy of the trusteeship of any trust created hereunder, a majority of a group consisting of the adult income beneficiaries hereunder and the parent or legal guardian of any minor income beneficiaries hereunder shall designate an alternate or successor Trustee. Such designation shall be in writing signed by said majority, and said designated individual shall 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. For purposes of this Trust Agreement, a complete vacancy of trusteeship shall be deemed to occur at any time that the beneficiary of any trust is serving as the sole Trustee of that trust.

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

8.6 Resignation. Any Trustee may resign upon giving thirty (30) days written notice to the next successor Trustee who may be named and appointed by the resigning Trustee. If there is no such named successor Trustee, then such notice shall be given to the adult income Beneficiaries of the trust and any Personal Representatives duly acting for any minor income Beneficiaries. Any successor Independent Trustee must qualify in accordance with paragraph 2.4 of this Trust Agreement.

8.7 Removal of Individual Trustee. A majority of the group consisting of the adult Beneficiaries and Personal Representatives of any minor Beneficiaries may remove any individual Trustee and may designate (by a majority vote) any person or corporation (other than those prohibited by paragraphs 2.4 and 8.6 of this Trust Agreement) as successor Trustee even though the designated person or corporation has not been designated by the Grantor as a successor Trustee; provided, however, for any trust, no Independent Trustee shall be removed unless (i) such removal is agreed to by two or more Beneficiaries who have substantially adverse interests in the exercise of any discretion over principal of any such trust and (ii) such

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Independent Trustee is replaced by another Independent Trustee. If there is only one Beneficiary of a Trust then living to whom principal may be distributed and such Beneficiary also has a testamentary or inter vivos general power of appointment over all of the assets of such Trust, then such power to remove the Trustee may be exercised solely by such Beneficiary. Removal shall be effected by giving thirty (30) days written notice to the Trustee being removed and to the named successor Trustee.

8.8 Removal of Corporate Trustee. A majority of the group consisting of the then acting individual Trustees of any trust created hereunder may at any time remove any corporate Trustee acting as a Trustee of said trust. The original or successor individual Trustee may, but need not, 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, if any.

8.9 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.

8.10 Legal Title. The legal title to the trust property shall be and remain vested in the Trustee and any successor Trustee, individual or corporate, acting hereunder, without any act of conveyance or transfer by a resigning Trustee.

8.11 Ancillary Trustees. The Trustees may create by written instrument whenever and as often as they deem it desirable, an ancillary trust with respect to any portion of the Trust then held in, or about to be acquired by the Trust, and appoint any person, banking association or corporation as Ancillary Trustee thereof which would qualify as an Independent Trustee under paragraph 2.4. Each Ancillary Trustee shall have such rights, powers, duties and discretion as are necessary for it to execute the Trusts vested in it, but shall to the extent it may lawfully do so, exercise the same subject to such limitations or further directions of the Trustees as are specified in the instrument evidencing its appointment. Any Ancillary Trustee may resign at any time, or be removed by the Trustees, as to all or any portion of the assets comprising the ancillary Trust, by written instrument delivered one to the other. There upon, the Trustees may appoint a Successor Ancillary Trustee, which successor shall have all rights, duties, discretion and obligations as its predecessor, or the Trustees may themselves receive any part or all of the assets of the ancillary Trust in termination thereof to the extent of the assets so received. Each Ancillary Trustee shall be accountable solely to the Trustees, and may receive reasonable compensation. In no instance may an Ancillary Trustee exceed the authority granted hereunder to the Trustees appointing such Ancillary Trustee.

8.12 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.

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8.13 Transfer of Assets and Responsibilities. The resigning, removed or prior Trustee or his or her Personal Representative shall transfer and deliver to the successor Trustee the entire Trust Estate, shall thereupon be discharged as Trustee of this trust and shall have no further powers, discretion, rights, obligations or duties with reference to the Trust Estate (except to render and be responsible for a full, accurate and prompt accounting for all matters required to be handled by such Trustee during the period of his or her service as Trustee as required in paragraph 8.16). Successor Trustees are fully authorized to accept the trusteeship of any trust hereunder or the Trust Estate as it is then constituted, and shall have no duty or liability relative to any accounting, default, acts, or omissions in regard to any prior Trustee acting hereunder. Unless requested in writing by any adult Beneficiary or Personal Representative of a Beneficiary under disability, no successor Trustee shall have any duty to investigate or review any action of a predecessor Trustee and may accept the accounting records of the predecessor Trustee, showing assets on hand, without further investigation and without incurring any liability to any person claiming or having any interest in the trust.

8.14 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 Grantor in creating any such trust. If, at any time, any person other than the Grantor makes any additional gift in trust hereunder, such person shall be deemed thereafter to be an additional "Grantor" with respect to such addition for the purposes of the renunciation, limitations, exceptions, restrictions, and exclusion provisions referring to the Grantor contained in this Trust Agreement.

8.15 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.

8.16 Accounting by Trustee. The records of the Trustee relating to the trust shall be open for inspection at all reasonable times by the Beneficiaries of the trust or by the Personal Representative of a Beneficiary under a legal disability. The Independent Trustee serving hereunder shall have custody of all assets, attend to the handling of receipts and disbursements, and attend to all accountings. The Trustee need render an accounting only if required under Minnesota 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 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

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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.

8.17 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.

8.18 Waiver of Court Jurisdiction. The Grantor expressly waives any requirement that the appointment of the Trustee be confirmed, or that the trust or trusts created by this Agreement be submitted to the jurisdiction of any court, 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.

8.19 Certificate of Facts; Reliance. Any Trustee may, by verified instrument, have the power to certify as to the identity of the qualified and acting Trustee or as to any other fact material to any trust created hereby at any time, and such Certificate may be accepted by all third parties as conclusive of the matters therein stated without duty of further inquiry. No purchaser of any property sold by the Trustee shall be bound to inquire into the necessity or propriety of any such sale or see to the application of the purchase money arising therefrom, and the written receipt of the Trustee for the purchase money of any property sold, or for any money or securities or property which may be paid or transferred to the Trustee, shall effectively discharge the purchaser or other persons buying or transferring the same.

8.20 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.

8.21 Control By Less than All Trustees. At any time 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. At any time when for any reason 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. If at any time the Trustees acting hereunder who are qualified by the provisions hereof to perform a particular act are evenly

divided with respect to the performance of such act or it is not possible to procure a majority determination with respect thereto, the determination of that group of Trustees shall prevail which shall include a majority of the individual Trustees (as distinguished from any corporate Trustee) then so qualified and acting; provided, however, that nothing herein contained shall be construed to grant any power to any Trustee which is otherwise denied by this Trust Agreement. No Trustee who failed to join or concur in any act shall be held liable for the consequences thereof. All third parties dealing with the fiduciaries may rely conclusively on the authority of any one of them to sell, purchase, invest, retain or otherwise act with respect to assets of the Trust Estate without duty to inquire as to the manner in which such action was taken.

8.22 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.

8.23 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 Trustee: (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.

8.24 Custody of Assets. In order to relieve any individual Trustee of the details of the administration of the trusts created hereunder, any corporate Trustee acting hereunder shall have custody and care of all assets belonging to the Trust Estate, handle all receipts and disbursements, and attend to all accountings required in the trusts created hereunder.

8.25 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 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.

8.26 Disability of Trustee. At any time while any Trustee acting hereunder, in the opinion of the other Trustee or Trustees then acting hereunder and a competent medical advisor nominated by a majority of the group consisting of the Grantor's living adult issue, is incapacitated through illness, age or other cause, such other trustee or trustees shall have full power and authority to exercise all powers granted to the Trustee herein, and such incapacitated

trustee shall not be liable for any act or omission of such other Trustee or Trustees taken while he or she is incapacitated.

8.27 Liability of Trustee. No person or corporation acting as a Trustee hereunder shall at any time be held liable for a mistake of law and/or fact, for an error of judgment, nor for any loss or injury coming to any trust estate or to any Beneficiary thereof (or to any Beneficiary under this Trust Agreement, or to any other person), except as a result of actual fraud or willful misconduct on the part of the Trustee to be charged. Further, the Trustee, under the above standard, shall be severally held to the faithful performance of his or her own acts, but shall not be liable for the acts or omissions of any other trustee in which acts or omissions the trustee sought to be held did not participate or concur.

8.28 CPA As Trustee. JIM WEICHERT is a Minnesota certified public accountant. 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 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. 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 any 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. 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.

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IN WITNESS WHEREOF, JOHN B. GOODMAN, as the Grantor and a Trustee, and JIM WEICHERT, as the Trustee, have hereunto set their hands, both as of the day and year first above written.

In Presence Of:

Margaret M. Bane

Denise S. Owen
As to Grantor and Trustee

John B. Goodman
JOHN B. GOODMAN

Margaret M. Bane

Rebecca Legler
As to Trustee

Jim Weichert
JIM WEICHERT

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TALLAHASSEE, FLORIDA

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STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

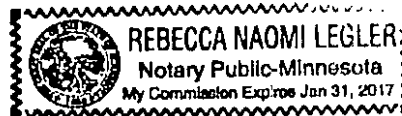
On this 19th day of Dec., 2012, before me a Notary Public within and for said County, personally appeared JOHN B. GOODMAN, to me known to be the person described in and who executed the foregoing instrument as Grantor and Trustee, and acknowledged to me that he executed the same as his free act and deed.

Carrie B. Villana
Notary Public


STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 20th day of December, 2012, before me a Notary Public within and for said County, personally appeared JIM WEICHERT, to me known to be the person described in and who executed the foregoing instrument as Trustee.

Rebecca Legler
Notary Public



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EXHIBIT A
2012 GOODMAN FAMILY GST

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TALLAHASSEE, FLORIDA**

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EXHIBIT B
2012 GOODMAN FAMILY GST
Statement of Trustee

I am 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.

I declare that I am willing and able to serve as Trustee of the 2012 GOODMAN FAMILY GST and any other trust subsequently created under this Trust Agreement. I possess and have read a copy of the Trust Agreement. I have not agreed, expressly or by implication, to be subject to the control of anyone. I understand that to do so would be a breach of my fiduciary duty. Furthermore, I 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.

Norrell M. Benn

Deirdre A. Dean
As to Trustee

John B. Goodman
JOHN B. GOODMAN

Norrell M. Benn

Rebecca Legler
As to Trustee

Jim Weichert
JIM WEICHERT

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DELEGATION OF DISCRETIONARY POWERS

Pursuant to authority granted under the provisions of the 2012 GOODMAN FAMILY GST dated December 19, 2012, between JOHN B. GOODMAN, as Grantor, and JIM WEICHERT and the undersigned, as Trustees (the "Trust"), the undersigned does hereby delegate to JIM WEICHERT, the Co-Trustee of the Trust, all discretionary powers and authorities granted to the Trustees of the Trust, including, without limiting the generality of the foregoing, all powers and authorities respecting the purchase, sale and exchange of trust assets, assignment or conveyance of trust property, distribution of income and principal to any beneficiary of the Trust (subject to paragraph 8.2 of the Trust), and management of any business interest which is held as part of the Trust.

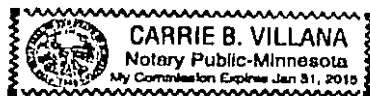
This delegation shall remain in full force and effect until revoked by a written instrument signed by the undersigned and filed with the records of the Trust. Any person dealing in good faith with the Co-Trustee to whom discretionary powers are hereby delegated may rely upon such Co-Trustee's certificate with respect to such delegation.


This instrument shall be effective as of December 19, 2012.


JOHN B. GOODMAN

STATE OF MINNESOTA)
) ss.
COUNTY OF Carver)

On this 19th day of Dec., 2012, 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 Co-Trustee (or who produced a driver's license as identification), and acknowledged to me that he executed the same as his free act and deed.




Notary Public

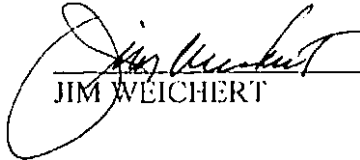
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DELEGATION OF DISCRETIONARY POWERS

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This delegation shall remain in full force and effect until revoked by a written instrument signed by the undersigned and filed with the records of the Trust. Any person dealing in good faith with the Co-Trustee to whom discretionary powers are hereby delegated may rely upon such Co-Trustee's certificate with respect to such delegation.

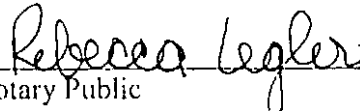
This instrument shall be effective as of December 19, 2012.



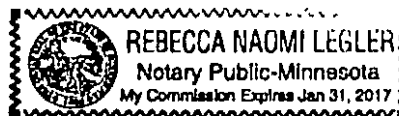
JIM WEICHERT

STATE OF MINNESOTA)
) ss.
COUNTY OF Carver)

On this 20th day of December, 2012, before me, a Notary Public within and for said County, personally appeared JIM WEICHERT, to me known to be the person described in and who executed the foregoing instrument as Trustee (or who produced a driver's license as identification), and acknowledged to me that he executed the same as his free act and deed.



Notary Public



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