

CARRIE LOU LITTLE DAVIS
NINTH RESTATED TRUST AGREEMENT

This Ninth Restated Trust Agreement is made and executed this 2nd day of February, 2000, by and between CARRIE LOU LITTLE DAVIS, as the Settlor, and CARRIE LOU LITTLE DAVIS and JUD LITTLE, as the Co-Trustees.

W I T N E S S E T H:

WHEREAS, the CARRIE LOU LITTLE DAVIS TRUST AGREEMENT was executed on April 17, 1989, between CARRIE LOU LITTLE DAVIS, as the Settlor, and CARRIE LOU LITTLE DAVIS, as the Trustee; and

WHEREAS, the CARRIE LOU LITTLE DAVIS TRUST AGREEMENT was amended on January 16, 1990; and

WHEREAS, the First Restated Trust Agreement was executed on September 30, 1991; and

WHEREAS, the Second Restated Trust Agreement was executed on May 7, 1992; and

WHEREAS, the Second Restated Trust Agreement was amended by the First Amendment to Second Restated Trust Agreement executed on September 30, 1992, by the Second Amendment to Second Restated Trust Agreement executed on October 20, 1992, and by the Third Amendment to Second Restated Trust Agreement executed on November 3, 1993; and

WHEREAS, the Third Restated Trust Agreement was executed on August 2, 1995; and

WHEREAS, the Fourth Restated Trust Agreement was executed on December 4, 1995; and

WHEREAS, the Fifth Restated Trust Agreement was executed on April 22, 1997; and

WHEREAS, the Sixth Restated Trust Agreement was executed on October 14, 1997; and

WHEREAS, the Seventh Restated Trust Agreement was executed on April 6, 1998; and



WHEREAS, the Eighth Restated Trust Agreement was executed on June 29, 1999; and

WHEREAS, the Eighth Restated Trust Agreement was amended by the First Amendment to Eighth Restated Trust Agreement executed on December 16, 1999, wherein JUD LITTLE was appointed to serve as a Co-Trustee with CARRIE LOU LITTLE DAVIS; and

WHEREAS, the Settlor desires to amend and completely restate the Eighth Restated Trust Agreement and all amendments thereto by the execution of this Ninth Restated Trust Agreement; and

WHEREAS, the Settlor desires that the terms of the Eighth Restated Trust Agreement, as amended, shall be of no further effect whatsoever but shall be completely replaced in their entirety by this Ninth Restated Trust Agreement;

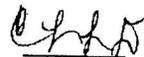
NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, it is agreed as follows:

ARTICLE I - RESTATEMENT OF TRUST AGREEMENT

The Settlor hereby completely restates the Eighth Restated Trust Agreement and all amendments thereto with this Ninth Restated Trust Agreement. The terms of the Eighth Restated Trust Agreement shall be of no force and effect whatsoever, but shall be completely replaced by this Ninth Restated Trust Agreement. All of the assets that had been held by the Trustee under the terms of the Eighth Restated Trust Agreement shall continue to be held by the Trustee named herein of the Ninth Restated Trust Agreement (this "Trust Agreement").

ARTICLE II DISTRIBUTIONS

2.1 Distribution of Income and Principal During Lifetime of the Settlor. During the lifetime of the Settlor, the Trustee shall pay over to the Settlor so much of the income and principal of the Trust as the Trustee determines is needed for the welfare, comfort, support, maintenance and health of the Settlor plus such other amounts of income and principal as the Settlor shall direct in writing. In the event of the incapacity of the Settlor, as that term is defined in Section 8.9, the Trustee shall use so much of the income and principal of the Trust as is appropriate for the welfare, comfort, support, maintenance and health of the Settlor.



2.2 Payment of Administration Expenses and Death Taxes Upon the Settlor's Death.

(a) Distribution of Trust Assets to Pay Administration Expenses and Death Taxes. Upon the Settlor's death, the Trustee shall pay the expenses of last illness, funeral expenses, and administration expenses (collectively the "administration expenses") of the Settlor and the federal estate or state inheritance, transfer or succession taxes (including any interest or penalties thereon) payable by the Settlor's estate or any devisee or legatee thereof (the "death taxes"), provided, however, that no distribution under this Section shall be made from Trust property or the proceeds of any property not otherwise included in the Settlor's gross estate for federal death tax purposes. Payments pursuant to this Section may be made to the Settlor's estate or directly to those to whom the Settlor's estate is indebted. No payments under this Section shall entitle the Trustee or any Trust beneficiary to reimbursement from the Settlor's estate or any devisee or legatee thereof.

(b) Sources of Trust Distributions. All payments made by the Trustee of the administration expenses of the Settlor or this Trust shall be paid from the remainder of the Trust estate comprised of Family Nonbusiness Assets. All payments made by the Trustee of any death taxes of the Settlor shall be apportioned against and charged to the persons or entities in possession of or receipt of the assets includible in the Settlor's gross estate or taxable by reason of the Settlor's death, in the manner provided by law; provided however, that the death taxes attributable to the assets to be distributed to the LITTLE GRANDCHILDREN'S EXEMPT TRUST shall not be subject to death taxes. All death taxes attributable to the LITTLE GRANDCHILDREN'S EXEMPT TRUST shall be apportioned to and charged to the parent of each grandchild for whom a separate share in the LITTLE GRANDCHILDREN'S EXEMPT TRUST is created, and if that parent is not living, then it shall be charged to that grandchild. For example, and not by way of limitation, if a share under the LITTLE GRANDCHILDREN'S EXEMPT TRUST is created for grandchild 1-1, who is a child of child 1, who is a child of the Settlor, then any death taxes attributable to the assets distributed to the share created for grandchild 1-1 under the LITTLE GRANDCHILDREN'S EXEMPT TRUST shall be apportioned and charged to child 1, and if child 1 is not living, then those death taxes shall be apportioned to and charged to grandchild 1-1. If grandchild 1-1 does not satisfy his or her obligation to pay those death taxes charged to him or her, then those death taxes shall be paid out of the share created for grandchild 1-1 under the LITTLE GRANDCHILDREN'S EXEMPT TRUST.

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(c) The Trustee may pay the death taxes out of the Trust estate and charge them to the beneficiaries as provided for herein, or in the sole discretion of the Trustee, the Trustee may establish rules and procedures to permit beneficiaries of the Trust to contribute funds to the Trust to pay any death taxes charged to those beneficiaries. The Settlor and the Trust waive all rights to reimbursement for payments made pursuant to this Section.

2.3 Distribution of Certain Trust Assets Following the Death of the Settlor. Following the death of the Settlor, the Trustee shall distribute the following items, outright and free of trust, to the following beneficiaries:

(a) To any child of the Settlor who has previously given to the Settlor (or whose spouse has previously given to the Settlor) any item of jewelry or object of art, the Settlor leaves to that child that specific item of jewelry or object of art which that child (or that child's spouse, if applicable) has given to the Settlor. If that child is not surviving, then the distribution shall be made to the child's children in equal shares. If the child has no children, then the distribution shall not be made.

(b) To the Settlor's son, JUD, the Settlor's silver pheasants, the Settlor's three Boehm porcelain figures, and the Settlor's membership in the Chickasaw Lake Club. If JUD does not survive the Settlor, then this distribution shall not be made.

(c) To the Settlor's sister, LILLIAN DALE ALEXANDER, the sum of One Hundred Thousand Dollars (\$100,000) in cash. If LILLIAN DALE ALEXANDER does not survive the Settlor, then this distribution shall not be made.

(d) To the Settlor's niece, CYNTHIA ANN WATSON PHILLIPS, of Bartlesville, Oklahoma, the sum of Fifty Thousand Dollars (\$50,000) in cash. If CYNTHIA ANN WATSON PHILLIPS does not survive the Settlor, then this distribution shall not be made.

(e) To the Settlor's son, JUD, all of the Settlor's interest, if any, in that certain real property owned by the Settlor and described as Tract No. 2 under that certain Agreement Regarding Real Estate Acquisition, dated December 30, 1983, between the Settlor and JUD LITTLE, as the same may be amended from time to time, to be taken subject to any and all liens, encumbrances, and indebtedness on such property. If JUD does not survive the Settlor, then this distribution shall not be made.

(f) To the Settlor's son, JUD, all of the Settlor's interest in the following described real property:

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SW/4 NW/4 and S/2 S/2 of Government Lot 4 (sometimes described as the S/2 S/2 NW/4 NW/4) of Section 1 and SE/4 NE/4 and E/2 of Government Lot 1 (sometimes described as the E/2 NE/4 NE/4) of Section 2, all in Township 3 South, Range 1 East, Carter County, Oklahoma, LESS AND EXCEPT all of the oil, gas and other minerals;

to be taken subject to any and all liens, encumbrances, and indebtedness on such property. If JUD does not survive the Settlor, then this distribution shall not be made.

(g) To the Settlor's son, SCOTT, all of the Settlor's books. If SCOTT does not survive the Settlor, then this distribution shall not be made.

(h) To the Settlor's granddaughter, CARRIE, the Settlor's pear-shaped diamond ring. If CARRIE does not survive the Settlor, then the distribution to her shall not be made. To the Settlor's granddaughters, CAITIE, MATTIE and CARRIE, in shares having approximately equal value, all of the Settlor's other jewelry. If any of CAITIE, MATTIE, and/or CARRIE do not survive the Settlor, then any property otherwise distributable to a deceased granddaughter under this paragraph shall be redistributed in equal shares to the survivor or survivors of CAITIE, MATTIE, and CARRIE and not to any of their descendants.

(i) To the Settlor's son, JUD, and to the Settlor's daughter, PENNY, all of the articles contained in the Settlor's silver closet in her personal residence, to be divided between them in shares of approximately equal value. It is the Settlor's hope that JUD and PENNY can agree on the division of these articles. If they are unable to agree, then the Trustee will appoint an independent qualified appraiser to appraise the value of each of these articles. The Trustee shall then compute the total value of the articles. The articles will then be auctioned off to JUD and PENNY, with JUD and PENNY each having the right to bid an amount equal to Fifty Percent (50%) of the total value of all of the articles so computed. If either JUD or PENNY does not survive the Settlor, then the Trustee shall distribute to the survivor of JUD and PENNY all of the articles in the silver closet. If neither JUD and PENNY survive the Settlor, then these articles shall be distributed to the Settlor's son, SCOTT, and if SCOTT also does not survive the Settlor, then this distribution shall not be made.

(j) The Trustee shall distribute the remaining personal effects of the Settlor, which shall be comprised of the Settlor's clothing, household contents, crystal/silver/china, and other similar such personal effects not otherwise disposed of herein, in shares having approximately equal value, as determined by the

Trustee in the Trustee's discretion, to the living children of the Settlor on a per capita and not a per stirpes basis.

2.4 Distribution of Unused GST Exempt Amount to Little Grandchildren's Exempt Trust. If the Settlor is survived by one or more grandchildren or more remote descendants of hers, the Trustee shall distribute to the Trustee of the LITTLE GRANDCHILDREN'S EXEMPT TRUST, IN TRUST, for the uses and on the conditions as hereafter set forth in Article III, the Settlor's Unused GST Exempt Amount. The amount to be distributed under this Section shall be divided into equal shares, with one share set aside for each grandchild of the Settlor who survives her, and one share set aside for each grandchild of the Settlor who does not survive the Settlor but who has one or more descendants who survive the Settlor. Any share set aside for the descendants of a deceased grandchild of the Settlor who does not survive the Settlor shall be divided among them, per stirpes. To the extent possible, this distribution will be funded with assets other than Family Business Interests. The Settlor anticipates, but does not require, that all or a portion of the Settlor's GST Tax Exemption will be allocated to the distribution made under this Section.

2.5 Disposition of Remainder of Trust Estate. Following the death of the Settlor and after all distributions and payments described above are made or provided for, the Trustee shall continue to hold the remainder of the Trust estate in trust under the terms set forth in Article IV, below.

2.6 In Terrorem Clause. If any person asserts any claim or contests the validity or enforceability of all or any part of this Trust Agreement or the Settlor's will in any way, then that person, that person's spouse, and that person's lineal descendants and lineal ascendants shall forfeit all distributions, forgivenesses and appointments to or for the benefit of him, her or them herein and shall be treated for all purposes as having predeceased the Settlor.

2.7 Overriding Conditions To Be Satisfied By Beneficiaries. The Settlor has given considerable thought and consideration to the distribution provisions of this Article II as well as to all of the other provisions of this Trust Agreement. The Settlor has also determined and does hereby direct that the beneficiaries under this Trust must meet certain conditions in order to receive the distributions and beneficial interests provided for them under this Trust Agreement. Therefore, notwithstanding anything else contained in this Trust Agreement, the Settlor directs as follows:

(a) At any time following the Settlor's death and prior to the Initial Distribution Date, as defined in Section 4.2 below,

the Trustee shall give notice to each person who owns any Family Business Interest in any of the following Family Businesses: The Quintin Little Company, Inc., QLCO, Inc. and Quintin and Carrie Lou Family, Inc. (including any entity into which any of the foregoing Family Businesses have been merged, consolidated, or otherwise combined). When a notice is given to any person who owns such a Family Business Interest, then the notice must be given to all persons who own any such Family Business Interest. Along with the notice to be given to each such person shall be a form of assignment prepared by or at the direction of the Trustee, which assignment shall be in form and content as the Trustee in the Trustee's discretion deems appropriate. This assignment, when duly executed by any person to whom the assignment is delivered, shall result in the assignment of that person's Family Business Interest in the above-described Family Business to the Trustee, to be held by the Trustee for the benefit of that person in a separate share created for that person as a Family Business Interest under Article IV. The Family Business Interest of that person shall be held by the Trustee pursuant to the terms of Article IV and the other terms of this Trust Agreement. In addition to the form of assignment, the Trustee shall include with the notice a form of proxy prepared by or at the direction of the Trustee, which proxy shall be in form and content as the Trustee in the Trustee's discretion deems appropriate. This proxy, when duly executed by any person to whom the proxy is delivered, shall result in the assignment of all voting rights to the Trustee of all Family Business Interests owned by that person. This proxy shall continue to be held by the Trustee until the occurrence of the Initial Distribution Date. If any such person fails to return this assignment and proxy to the Trustee, fully executed in such manner as requested by the Trustee, within thirty (30) days from the date upon which such person received the notice, assignment, and proxy from the Trustee, then this shall be an Event of Forfeiture hereunder with respect to that person.

(b) If any person who owns any Family Business Interest following the Settlor's death but prior to the Initial Distribution Date, takes any action with respect to that Family Business Interest to cause the subject Family Business to be sold, exchanged or liquidated in any way, or takes any action that results in any substantial portion of the assets of that Family Business to be sold, exchanged or liquidated in any way, without the prior written consent of all of the Settlor's living children, then this shall be an Event of Forfeiture with respect to that person.

(c) If any Event of Forfeiture occurs with respect to any person, then that person, that person's lineal descendants and ascendants, and that person's spouse shall forfeit all rights, distributions, forgivenesses and appointments to or for the benefit



of him, her or them contained anywhere in this Trust Agreement, and shall be treated for all purposes as having predeceased the Settlor. Further, if any such person who is deemed to have predeceased the Settlor as a result of an Event of Forfeiture owes any indebtedness to the Settlor or to the Trust at the time of the Settlor's death, then the Trustee shall proceed to collect that indebtedness on behalf of the Trust as expeditiously as possible.

**ARTICLE III
THE LITTLE GRANDCHILDREN'S EXEMPT TRUST**

3.1 Division of Trust Into Shares. Following the Settlor's death, the Trustee shall create a separate share for the benefit of each living grandchild or more remote descendant of the Settlor for whom a share is to be created pursuant to Section 2.4. Each share set aside for a descendant of the Settlor shall constitute a separate and distinct trust and shall bear the name of the person for whom it is created. The descendant for whose benefit a share is created under the provisions of this Section 3.1 or under Section 3.4 is sometimes referred to herein as the "primary beneficiary" of that share. The primary beneficiary and the living descendants of that primary beneficiary are referred to as "beneficiaries" of that share.

3.2 Distributions of Income and Principal. Each share created for a primary beneficiary shall be held and distributed as follows:

(a) After the Trust is divided into shares, the Trustee shall have the discretion to distribute income and principal of each share to or for the benefit of any one or more of a group consisting of the primary beneficiary of that share and his or her descendants in such amounts as the Trustee deems appropriate to provide for his, her, or their reasonable health, education, and support in reasonable comfort.

(b) The primary beneficiary, after reaching age thirty-five (35), with the consent of the Trustee, shall have a special power of appointment, exercisable during lifetime or at death in the manner described in Section 8.10, to direct the Trustee to divide any part or all of that primary beneficiary's share among such of the Settlor's surviving descendants (other than the primary beneficiary), to be retained in trust or distributed out of trust, in such manner as the primary beneficiary may direct.

3.3 Termination of Shares. The share, or proportionate part thereof, of the Trust estate set aside for each primary beneficiary shall be held and eventually distributed and paid over to the primary beneficiary free and clear of trust at such time as the

Trustee determines that the share is required by law to be liquidated. In making this determination, the Trustee may rely on the advice of counsel selected by the Trustee and shall be indemnified by the Trust to the extent that the Trustee follows the advice of such counsel.

3.4 Death of a Primary Beneficiary. Upon the death of the primary beneficiary prior to the distribution to him or her of all of the assets of his or her share, the Trustee shall divide the primary beneficiary's share into separate shares for the benefit of the surviving descendants of the primary beneficiary, per stirpes. If the deceased primary beneficiary is not survived by any descendant, the Trustee shall divide the share into separate and equal shares, with one share set aside for each surviving brother and sister of the primary beneficiary and one share set aside for each deceased brother and sister of the primary beneficiary who has one or more descendants who survive the primary beneficiary. Any share set aside for the descendants of a deceased brother or sister of a primary beneficiary shall be divided into separate shares for them, per stirpes. If the deceased primary beneficiary is not survived by any descendant, brother, sister, or descendant of a brother or sister, the Trustee shall set aside a share for the benefit of each descendant of the Settlor who survives the primary beneficiary, per stirpes.

3.5 General Distribution Provisions of the LITTLE GRANDCHILDREN'S EXEMPT TRUST. The following provisions shall apply to matters described in this Article, notwithstanding anything else contained in this Article.

(a) Notwithstanding any other provision herein to the contrary, the Trustee shall not make any distribution to a beneficiary which would be in discharge of the Trustee's then legal obligation of support.

(b) Following the division of the Trust into shares, each share set aside for a descendant of the Settlor shall constitute a separate and distinct trust and shall bear the name of the person for whom it is created. Each such person for whom a share is created will be the primary beneficiary of that share.

(c) In making distributions out of a share, the Trustee may, but need not favor the primary beneficiary over any other beneficiary of that share.

(d) In exercising its discretion to make distributions hereunder, the Trustee shall first consider all other financial resources available to a beneficiary from other sources.

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(e) The Trustee may make payments to a beneficiary out of his or her share without the need to make similar distributions to other beneficiaries out of their shares.

(f) The Settlor intends for the shares created hereunder to qualify as generation-skipping transfer tax-exempt trusts. The Trustee is thus encouraged, but not required, to administer and make distributions, and to refrain from making distributions, from the shares in a manner which will to the extent desirable avoid, defer, and/or save wealth transfer taxes. When the Trustee has discretion to make a distribution from a trust to which a GST Exemption has been allocated, the Trustee will first consider other sources of funds available to the beneficiaries thereof if those sources are other than from trusts to which a GST Exemption has been allocated, the purpose being to encourage the use of financial resources other than trusts to which a GST Exemption has been allocated, and thus to further avoid, defer, and/or save wealth transfer taxes, unless in the discretion of the Trustee it is appropriate and desirable to make distributions from trusts to which a GST Exemption has been allocated.

(g) Notwithstanding the foregoing, however, the Trustee may in its sole discretion suspend, withhold, and/or limit any distributions to any primary beneficiary who is a descendant of the Settlor if and for so long as the Trustee in its sole discretion determines that the primary beneficiary suffers or has suffered from chemical dependency upon alcohol or any illegal drug and has not been free from such dependency for a period of at least six (6) months.

(h) It is the intent of the Settlor that the interest of a primary beneficiary hereunder shall never become subject to the claims of any of such primary beneficiary's creditors, or any spouse or divorced spouse of the primary beneficiary, or any other person to whom the primary beneficiary owes any liability. If in the sole opinion of the Trustee the primary beneficiary has any liability, either fixed or contingent, which could result in any person to whom such liability is or may become owing ultimately taking or receiving in any manner any material portion of the primary beneficiary's interest in the Trust (which for purposes of this Trust includes the interest of a primary beneficiary in any distributions from the Trust which may be either mandatory or discretionary, including distributions of either income or principal), or if and to the extent that in the opinion of the Trustee the existence of any such liability could prevent the primary beneficiary from personally enjoying the primary beneficiary's said interest in the Trust, other than upon a voluntary disclaimer, or release, or the exercise of a special power of appointment by the primary beneficiary, then the Trustee

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may in its sole discretion and in fulfillment of the intent of the Settlor suspend, withhold, reduce, or terminate said interest of the primary beneficiary in the Trust to the extent and for so long as is necessary or appropriate to fulfill the Settlor's intent. Upon the death of any such primary beneficiary, any such interest of the primary beneficiary in this Trust which has been suspended, withheld, reduced, or terminated shall be treated as otherwise provided for in this Trust for disposition upon the primary beneficiary's death.

ARTICLE IV

TERMS OF THE CARRIE LOU LITTLE DAVIS TRUST FOLLOWING THE DEATH OF THE SETTLOR

This Article IV shall govern the remainder of the Trust estate following the death of the Settlor and after all distributions and other payments required to be made hereunder are either made or provided for.

4.1 Determination of Percentage Interests. Following the Settlor's death, the Trust shall continue for the benefit of the living children and descendants of any deceased children of the Settlor. Each such child and living descendant of a deceased child shall be a beneficiary of the Trust. Each such beneficiary shall have an interest in the Trust estate, and the amount of that interest shall be expressed as that beneficiary's "Percentage Interest". Each beneficiary shall have a separate Percentage Interest in all Family Business Interests held by the Trust and a separate Percentage Interest in all Family Nonbusiness Assets held by the Trust. The Percentage Interest of each beneficiary of the Trust following the death of the Settlor shall be determined as set forth below.

(a)(i) With respect to that portion of the Trust estate comprised of Family Business Interests (other than a Family Business Interest which is assigned to the Trustee pursuant to Section 2.7), each living child of the Settlor shall have a 33-1/3% Percentage Interest. If any child of the Settlor is not surviving, then the 33-1/3% Percentage Interest of that deceased child shall be divided among the descendants of that deceased child on a per stirpes basis, and if that child has no descendants, then the Percentage Interest of that deceased child shall be reallocated among the descendants of the Settlor on a per stirpes basis.

(ii) With respect to that portion of the Trust estate comprised of a Family Business Interest which has been assigned to the Trustee pursuant to Section 2.7, the child or other

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descendant of the Settlor who has assigned that Family Business Interest to the Trustee shall have a 100% Percentage Interest in that Family Business Interest.

(b) The Trustee shall then determine the Percentage Interests of the beneficiaries in all Family Nonbusiness Assets of the Trust. The Trustee shall determine the value of all Family Nonbusiness Assets from time to time as and when necessary for purposes of this Article IV, and the good faith determination of value by the Trustee shall be binding and conclusive on all persons. Each beneficiary shall have a Percentage Interest in the Family Nonbusiness Assets determined in the same manner as the Percentage Interests are to be determined under Section 4.1(a)(i), above, but subject to adjustments which may be made under Section 4.1(c) below.

(c) Notwithstanding anything else contained herein, if any beneficiary owes any indebtedness, within the meaning of Section 8.11, to the Trust or to the Settlor at the time of the Settlor's death, then the interest of that beneficiary in the Family Nonbusiness Assets of the Trust estate shall be reduced by the amount of that indebtedness (but not below zero) in the same manner as if the Trustee distributed that indebtedness to the beneficiary.

For example, and not by way of limitation, suppose that the value of all Family Nonbusiness Assets in the Trust following the death of the Settlor is \$90X, and each of the three children of the Settlor is surviving. In that event, each child would have a 33-1/3% Percentage Interest in the Family Nonbusiness Assets, and each child's interest in the Trust estate would be \$30X. Next, assume that Child 1 is indebted to the Trust in the amount of \$3X, which comprises a part of the \$90X of Family Nonbusiness Assets. There would then be a deemed distribution by the Trust to Child 1 in the amount of the \$3X of indebtedness. This distribution would reduce the Percentage Interest of Child 1 from 33-1/3% to 31%, as follows:

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	<u>Child 1</u>	<u>Child 2</u>	<u>Child 3</u>	<u>Total</u>
Share of Family Non-business Assets in Trust before deemed distribution	\$30X	\$30X	\$30X	\$90X
Deemed distribution	<u>(3X)</u>	<u>--</u>	<u>--</u>	<u>(3X)</u>
Remaining Family Non-business Assets in Trust	\$27X	\$30X	\$30X	\$87X
Revised Percentage Interests	31% (27 + 87)	34.5% (30 + 87)	34.5% (30 + 87)	100%

In the event that more than one beneficiary has indebtedness to the Trust, then the revised Percentage Interests of the beneficiaries shall be determined in the same manner as above.

In the event any descendant of the Settlor has any indebtedness to the Trust but does not survive the Settlor, then the interests in the Trust estate of any descendants of that deceased descendant shall become subject to that indebtedness on a per stirpes basis in reduction of their Percentage Interests in the Family Nonbusiness Assets of the Trust estate in the same manner as described above.

In the event any beneficiary who survives the Settlor has any indebtedness to the Trust and then that beneficiary dies, then to the extent possible, those persons for whom the interest of the deceased beneficiary continues to be held pursuant to Section 4.3 herein shall become subject to that indebtedness in the same proportions in which they share the interest of the deceased beneficiary, and their Percentage Interests in the Family Nonbusiness Assets of the Trust estate shall be reduced in the same manner as described above.

In the event any descendant of the Settlor has any indebtedness to the Trust and then, after application of the provisions set forth above, the Percentage Interest of that beneficiary in the Family Nonbusiness Assets of the Trust estate has been reduced to zero and there is still outstanding indebtedness to which that beneficiary is subject, then that indebtedness shall still be an asset of the Trust estate, and the interest of that beneficiary in the Trust estate shall still be subject to that indebtedness. In that event, the indebtedness

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shall remain outstanding. The beneficiary shall have the right to pay or satisfy that indebtedness in any manner permitted under the obligation evidencing that indebtedness or as otherwise permitted by law. Otherwise, all amounts which are distributable to the beneficiary under Section 4.2 or otherwise under this Trust Agreement shall be withheld by the Trust and treated as if distributed to the beneficiary and then used by the beneficiary to pay against the indebtedness.

The Settlor recognizes that it is possible that the Settlor or the Trust may have a contingent or indirect liability for or on behalf of a beneficiary to a third person in the nature of a guaranty or other accommodation. In that event, the amount of any such contingent or indirect liability will not be deemed to be indebtedness of that beneficiary to the Trust. However, as and when the Trust makes any payment with respect to that contingent or indirect liability, then that payment shall be deemed to create indebtedness from the beneficiary to the Trust (and if the beneficiary is not surviving, then that indebtedness shall be deemed to be the indebtedness of the beneficiary's descendants who will become subject to the indebtedness as described above). In that event, as and when such indebtedness arises, the indebtedness shall reduce the interest of the beneficiary in the Family Nonbusiness Assets of the Trust estate, and the Percentage Interests of all beneficiaries in the Family Nonbusiness Assets shall be revised, all as described above.

4.2 Distributions.

(a) At such time following the death of the Settlor when the following described distributions can be made in the ordinary and normal course of the administration of this Trust and the Settlor's estate, without unduly accelerating or deferring the date of distribution, all as determined by the Trustee, but in any event no earlier than five (5) years following the date of the Settlor's death (this date is sometimes referred to herein as the "Initial Distribution Date"), the Trustee shall distribute to the beneficiaries in accordance with their Percentage Interests all of the Family Business Interests held by the Trust. If any beneficiary still has any indebtedness owing to the Trust which was not satisfied under the procedures described in Section 4.1(c), then the Trust shall have a security interest in all Family Business Interests distributed to that beneficiary, except that in no event shall the Trust have a security interest in any Family Business Interest that was assigned to the Trustee pursuant to Section 2.7. This security interest shall have such terms and conditions as are ordinary and customary and as are prescribed by the Trustee. This security interest shall require that all distributions or proceeds attributable to the distributed Family

Business Interest and received by the beneficiary shall be used to reduce the indebtedness, until the indebtedness is reduced to zero.

(b) As soon as possible, in the opinion of the Trustee, but in any event no earlier than December 31st of the third full calendar year following the Settlor's death, the Trustee shall determine the value of all Family Nonbusiness Assets in the Trust. Then, as soon as practicable following the valuation of the Family Nonbusiness Assets in the Trust, the Trustee shall distribute to the beneficiaries in accordance with their relative Percentage Interests all remaining Family Nonbusiness Assets comprising the Trust estate.

4.3 Death of a Beneficiary. Upon the death of a beneficiary, the Trustee shall divide the beneficiary's Percentage Interests in the Family Business Interests and the Family Nonbusiness Assets into separate interests for the benefit of the surviving descendants of the beneficiary, per stirpes. If a deceased beneficiary is not survived by any descendant, the Trustee shall divide the deceased beneficiary's interest into separate and equal interests, with one interest set aside for each surviving brother and sister of the deceased beneficiary and one interest set aside for each deceased brother and sister of the deceased beneficiary who has one or more descendants surviving the deceased beneficiary. Any interest set aside for the descendants of a deceased brother or sister of a deceased beneficiary shall be divided into separate interests for them, per stirpes. If the deceased beneficiary is not survived by any descendant, brother, sister, or descendant of a brother or sister, the Trustee shall set aside an interest for the benefit of each descendant of the Settlor who survives the beneficiary, per stirpes. Each person who receives an interest in the Trust estate shall be a beneficiary.

4.4 Contingent General Power of Appointment. Notwithstanding anything else contained herein, upon the death of a beneficiary, the Trustee shall distribute to such creditors of the beneficiary, or the creditors of the beneficiary's estate as the beneficiary may appoint by a will, specifically referring to and exercising this general testamentary power of appointment, that portion of the beneficiary's interest in the Trust estate which, were it not for the existence of that general power of appointment, would result in the payment of a federal generation-skipping transfer tax as the result of the beneficiary's death, and with respect to which, as a result of the existence of said general power of appointment, the maximum graduated federal estate tax rate attributable to such amount would be less than the actual rate of tax which would otherwise be imposed upon such amount for purposes of the federal generation-skipping transfer tax.

4.5 Distributions to Grandchildren or More Remote Descendants. Any amounts which are distributable hereunder to any beneficiary who is a grandchild or more remote descendant of the Settlor and who at the time of the distribution is under age forty (40) shall not be distributed to that beneficiary outright, but instead shall in the discretion of the Trustee be distributed to a trust for the benefit of that beneficiary either then in existence or created thereafter for that beneficiary in any manner described in Section 6.4(e). In determining the manner in which to make the distribution under Section 6.4(e), the Trustee shall advise and consult with the parents of that beneficiary.

**ARTICLE V
TRUSTEES AND SUPERVISORS**

5.1 Initial, Substitute and Successor Trustees.

(a) The CARRIE LOU LITTLE DAVIS TRUST. The Co-Trustees of the CARRIE LOU LITTLE DAVIS TRUST shall be CARRIE LOU LITTLE DAVIS and JUD LITTLE.

(b) The LITTLE GRANDCHILDREN'S EXEMPT TRUST.

(i) The initial Trustee of any share set aside for a descendant of JUD LITTLE under Article III shall be JUD LITTLE.

(ii) The initial Trustee of each share set aside for a descendant of PENNY LOU LITTLE DOWNING under Article III shall be PENNY LOU LITTLE DOWNING.

(iii) The initial Trustee of each share set aside for a descendant of SCOTT E. LITTLE under Article III shall be SCOTT E. LITTLE.

5.2 Initial, Substitute and Successor Supervisors. There shall be created a committee of Supervisors. All actions of the Supervisors shall be taken by a majority vote. The Supervisors shall from time to time determine the number of Supervisors who shall serve. The Supervisors shall be JUD LITTLE, WILLIAM W. ("BILL") RAHHAL, CHAD CRADDOCK, MICHAEL A. CAWLEY and LEN CASON. The Supervisors shall have the right to remove or replace any Supervisor, with or without cause, and the Supervisors may appoint one or more additional and/or successor Supervisors to serve on such terms and conditions as the Supervisors may determine. The Trustee will advise and consult with the Supervisors and provide information regarding the Trust to the Supervisors from time to time as and when requested by the Supervisors.

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5.3 Power of Supervisors to Remove, Replace or Appoint Trustee. Notwithstanding anything else contained herein, the Supervisors may, by a majority vote, at any time and from time to time, remove any Trustee then serving by giving that Trustee written notice thereof, and/or may appoint one or more additional and/or successor Trustees. In the event the office of Trustee of any Trust created hereunder should become vacant for any reason, then the Supervisors shall have the right to appoint one or more successor Trustees. The right and power of the Supervisors to remove and appoint Trustees may be exercised by the Supervisors however they deem appropriate, and such removal and appointment may be with or without cause. A Supervisor may also serve as a Trustee hereunder. The Trustee will advise and consult with and provide information to the Supervisors from time to time as requested by the Supervisors.

5.4 No Bond Required. No original, substitute or successor Supervisor of any Trust governed by this Trust shall be required to give bond or other security. Any original, substitute or successor Trustee shall be required to give bond or other security if that requirement is imposed by the Supervisors.

5.5 Fees and Reimbursements. The Trustee shall receive such fees and reimbursements as are from time to time prescribed by the Supervisors. The Supervisors shall be reimbursed for their expenses incurred in connection with their service as Supervisors and shall receive reasonable compensation for their services.

5.6 Supervisor Exoneration. Each Supervisor shall only have such duties and responsibilities as are set forth herein. Supervisors shall not have the duties and responsibilities as Trustees nor shall they be held accountable as Trustees. The Supervisors are not responsible for any acts or omissions to act of any Trustee, and they are under no duty or obligation to inquire or investigate into the acts or omissions to act of any Trustee.

5.7 Supervisor Indemnification. In any threatened, pending, or contemplated action, suit, proceeding, or claim to which a Supervisor was or is a party or is threatened to be made a party by reason of the fact that it is or was a Supervisor hereunder, the Trust shall indemnify that Supervisor against expenses, judgments, settlement payments, and other amounts reasonably and actually paid by the Supervisor, so long as the Supervisor acted in good faith and in a manner the Supervisor reasonably believed to be in the best interests of the beneficiaries of the Trust taken as a whole.

5.8 Trustee Exoneration. Upon the appointment of any successor Trustee, the prior Trustee shall, upon delivery of the assets, books and records of such Trust to the successor, be

relieved of all further liabilities, responsibilities, and duties under such Trust, and the successor Trustee shall be completely exonerated from all liabilities for the acts of the prior Trustee from the beginning of the administration of such Trust to the date of transfer of such assets, books and records. Any successor Trustee shall be under no duty to require an accounting from any prior Trustee.

5.9 Trustee Indemnification. In any threatened, pending, or contemplated action, suit, proceeding, or claim to which a Trustee was or is a party or is threatened to be made a party by reason of the fact that it is or was a Trustee hereunder, the Trust over which that Trustee is serving shall indemnify that Trustee against expenses, judgments, settlement payments, and other amounts reasonably and actually paid by the Trustee, including attorney fees, so long as the Trustee acted in good faith and in accordance with this Trust Agreement.

5.10 Indemnification of Certain Employees, Agents, and Professional Advisors. In any threatened, pending, or contemplated action, suit, proceeding, or claim arising during the Settlor's lifetime or following the Settlor's death involving any employee of a Family Business or involving any attorney or accountant who has represented the Settlor or the Settlor's estate or the Trust (referred to as an "Indemnified Person"), the Trust shall indemnify that Indemnified Person against expenses, judgments, settlement payments, and other amounts reasonably and actually paid by that Indemnified Person, including attorneys' fees, so long as that Indemnified Person acted in good faith.

5.11 Trustee Reorganization. Any corporation that shall succeed to all or the greater part of the assets of any corporate trustee, by purchase, merger, consolidation or otherwise, shall succeed to all of the rights, duties and functions of such corporate trustee, as trustee under all trusts governed by this Trust Agreement.

ARTICLE VI - GENERAL TRUST PROVISIONS

6.1 Scope of this Article. The provisions of this Article are applicable to all of the trusts created hereunder, except as otherwise specifically provided for herein.

6.2 Maximum Duration of Trusts. Each and every trust created under this Trust Agreement, if not sooner terminated, shall terminate no later than at such time as it is required by law to terminate. In making this determination, the Trustee may rely on the advice of counsel selected by the Trustee and shall be

indemnified by the Trust or Trusts over which the Trustee serves to the extent that the Trustee acts in good faith. Upon termination of a Trust, the assets thereof shall be distributed to the named primary beneficiary, and if there is no named primary beneficiary, then to the then living income beneficiaries on a per stirpes basis. Such distributions may be made in any manner provided for in Section 6.4.

6.3 Anticipation of Income or Principal. No money or property (either principal or income) payable or distributable under the provisions of any trust created herein shall be pledged, assigned, transferred, sold, or in any manner whatsoever anticipated, charged or encumbered by any of the beneficiaries hereunder or be in any manner liable in the possession of the Trustee for the debts, contracts, obligations or engagements of such beneficiaries, voluntary or involuntary, or for any claims, legal or equitable, against any beneficiary, including any claims for alimony or for the support of any spouse.

6.4 Distributions. Notwithstanding any provision in this Trust Agreement to the contrary, distributions to or for the benefit of a beneficiary, within the standards set forth in this Trust Agreement, may be made by the Trustee in its discretion as follows:

- (a) directly to or for the benefit of a beneficiary;
- (b) to a parent or natural guardian or person having custody of a beneficiary for the benefit of the beneficiary without the intervention of a legal guardian or other representative;
- (c) to an account for the beneficiary with a bank, brokerage dealer, mutual fund, or other financial institution;
- (d) to a custodian to hold said distribution for the benefit of a minor beneficiary under the Uniform Transfers to Minors Act (or similar statute) of any state; or
- (e) to a trust then in existence for the beneficiary or to a trust created for purposes of receiving the distribution, which trust may be created by the Trustee or any other person suitable to the Trustee, and which trust shall have such terms and conditions as the Trustee determines are in the best interests of the beneficiary, so long as the Trustee has no beneficial interest in the Trust and assets of the Trust cannot be used to satisfy any legal obligation of the Trustee.

6.5 Division of Trust Assets. At such time as a Trustee is required to make complete or partial distribution of Trust funds,

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or to divide a Trust into shares, the Trustee is authorized, in the Trustee's discretion, to distribute or divide the Trust assets in kind or in cash, or partly in kind and partly in cash, in undivided interests or otherwise, and the Trustee is authorized to appraise and place values on the separate Trust assets and may use such values as the basis for distribution in kind or for division in kind.

6.6 Allocation of Tax Deductions. The Trustee is authorized to allocate and apportion the state and federal income tax deductions for depletion and depreciation (and for any other apportionable tax deductions) to a Trust or to the income distributee or distributees thereof, to the extent such allocations are not inconsistent with the Code and the terms of this Trust. In allocating or apportioning such tax deductions or in designating the source of any income distributed or accumulated, the Trustee may take into consideration the respective income tax benefits available therefrom to the distributee or distributees and to the Trust, from information furnished or known to the Trustee.

6.7 Postponement of Distributions. Notwithstanding any provision contained herein to the contrary, the Trustee may, in its discretion, defer the distribution, allocation or allotment of Trust assets following the death of the Settlor for such period of time as is necessary to obtain an estate tax closing letter from the Internal Revenue Service and tax releases from all taxing authorities of states to which estate or inheritance tax returns are due as a result of the Settlor's death.

6.8 Election for Deduction of Estate Expenses. The Trustee, with the Personal Representative of the Settlor's estate, if one is appointed, shall have complete discretion in determining which expenses paid from the Trust fund shall be reported as deductions for income tax purposes and which shall be reported as deductions for estate tax purposes if such election is available. No person shall have a claim against the Trustee, the Personal Representative of the Settlor's estate, or any beneficiary for equitable adjustments or otherwise as a result of the Trustee's exercise of its discretion hereunder. The Trustee shall in no way be limited in the exercise of this discretion.

6.9 Waiver of Conflicts of Interest. The Settlor recognizes that a Trustee, or an individual Supervisor, or an employee of a Family Business, or an attorney, accountant, or other professional advisor of the Settlor, the Settlor's estate, or this Trust, in the exercise of that person's duties or powers may have conflicting fiduciary and individual interests from time to time. The Settlor understands, recognizes and waives such actual and potential conflicts of interest and directs that any such conflicts of

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interest shall not be a basis for any action or claim against that person.

ARTICLE VII - POWERS OF TRUSTEE

This Article sets forth the powers of the Trustee of each Trust created hereunder. The Settlor is giving these broad and comprehensive powers to the Trustee to enable it to carry on the business and affairs of the Trusts created hereunder without undue limitations and inconveniences. However, the Settlor directs that the Trustee, consistent with prudent business and investment practices, cause the assets of the Trusts to the extent possible to be invested and reinvested in a manner which will maintain and preserve principal and avoid undue and unnecessary risks. The Trustee of each Trust governed by this Trust Agreement shall have and exercise the following rights, powers and privileges, and shall be subject to the following conditions, duties, provisions and limitations.

7.1 The Use of Trust Estate to Benefit Family Business Assets. The Settlor has from time to time permitted certain assets of the Trust to be used as additional collateral in which one or more security interests or mortgages have been granted to lending institutions who have loaned funds to one or more entities comprising a Family Business. The Settlor has permitted the Trustee to grant such security interests or mortgages in the Trust assets, because it is important to the Settlor that the Family Business entities can continue the normal conduct of their business with adequate capital resources. It is the desire of the Settlor that if the Settlor for any reason no longer serves as Trustee of the CARRIE LOU LITTLE DAVIS TRUST or any other Trust created hereunder, whether because of incapacity, death, or otherwise, the Trustee then serving shall be encouraged to grant or continue the grant of security interests or mortgages in any Trust estate created hereunder, including both the LITTLE GRANDCHILDREN'S EXEMPT TRUST and the CARRIE LOU LITTLE DAVIS TRUST, if doing so would be in the best interests of the Family Business entities. However, the Trustee shall not grant a security interest or mortgage or otherwise use any of the Trust estate for the personal benefit of any beneficiary hereof or any other person, except to the extent provided for herein or except to the extent that such beneficiary or person would otherwise be benefitted through a Family Business entity. However, no security interest or mortgage may be granted in any portion of the Trust estate which would prevent the distributions required to be made to beneficiaries under Article IV.



7.2 Authority to Make Trust Decisions. Except as may be otherwise provided for in Section 7.3 below or as otherwise provided herein, all Trust decisions shall be made by a majority vote of the Trustees then serving.

7.3 Delegation of Duties Between Co-Trustees. Except as otherwise provided herein, in the event two or more persons or entities are acting as Co-Trustees, they may by written agreement delegate any Trustee's duties and powers between and among themselves as they may agree. Any person with whom the Trustee conducts any business or affairs shall be entitled to rely upon this written agreement. For purposes of this Section 7.3, CARRIE LOU LITTLE DAVIS, as Co-Trustee, does hereby delegate to JUD LITTLE, as Co-Trustee, the power and authority to act on behalf of the Trust as the Trustee and to do all things and exercise all powers and duties of the Trustee without necessity of obtaining the consent or signature of any other Co-Trustee.

7.4 General Investment and Management Powers. Except as otherwise provided herein, the Trustee for any consideration or purpose which it shall deem proper, may sell, exchange, alter, mortgage, pledge, invest, improve, or otherwise dispose of the investments of any Trust estate hereunder and may engage in any business or investment activity permitted by law. The Trustee may buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes the Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased with such brokers as security for loans and advances made to the Trustee for such purposes. Notwithstanding the powers otherwise granted to the Trustee, a Trustee, other than the Settlor, who is a beneficiary of a Trust created under this Trust Agreement shall not have the power to cause that Trust to acquire stock in a corporation which has elected under Section 1362(a) of the Code to be taxed as an S corporation or to make an S election as to corporate stock which is or becomes owned by that Trust. Instead, the Supervisors shall have the power pursuant to Section 5.3 to appoint one or more additional Trustees who, with the consent of the Trustee, shall have the power to acquire S corporation stock or make an S election under these circumstances.

7.5 Power to Loan or Borrow. The Trustee of any Trust created hereunder shall be authorized to lend or borrow upon such terms and conditions as the Trustee shall deem fair and equitable, and to sell or purchase, at the fair market value as determined by the Trustee, any property to or from the estate of the Settlor or the estate of any member of the family of the Settlor, or any other Trust created hereunder, or any other Trust otherwise created by the Settlor, even though the same person or persons or entities may

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be acting as executor, trustee, or personal representative of both the borrower, lender, buyer, and/or seller. However, in no event may the Trustee directly or indirectly lend money to any Trustee, including itself, without the consent of all beneficiaries of the Trust from which the loan is to be made.

7.6 Real Estate Powers. The Trustee is authorized to sell, improve, repair, lease, grant options on, or deal in any like manner with any real estate comprising a part of the trust estate; and to foreclose, extend, renew, assign, release or partially release, and discharge mortgages or other liens.

7.7 Register Property in Name of Nominee. The Trustee may hold all stocks, bonds, notes, mortgages, or other property, real or personal, in bearer form, in the name of any trustee, in the name of any other person, partnership, or corporation, or in the name of a nominee, with or without disclosing the fiduciary relationship.

7.8 Establish and Maintain Reserves. The Trustee may establish reasonable and fair reserves for taxes, assessments, insurance premiums, repairs, improvements, depreciation, depletion, obsolescence, and general maintenance of buildings or other property. The reserve for depletion of wasting assets shall be established in the amounts and in the manner described in Section 7.10 below.

7.9 Liability of Disinterested Party. No person or entity dealing with a Trustee with reference to any Trust property, if acting in good faith, shall be required to ascertain the authority of the Trustee nor to see to the performance of the Trust, nor be responsible in any way for the proper application of funds or property paid or delivered to the Trustee for the account of the Trusts; but, if acting in good faith, may deal with the Trustee as though it were the unconditional owner.

7.10 Power to Determine Income and Principal. The Trustee shall determine the manner in which expenses are to be borne and in which receipts are to be credited as between principal and income, and also to determine what shall constitute income or net income and what shall constitute principal. In determining such matters, said Trustee shall give consideration to, but not be bound by, the provisions of the Oklahoma Trust Act. Notwithstanding the above, the Trustee shall apportion to principal that percentage of the income derived from wasting assets that is permitted to be deducted for depletion under the then existing laws of the United States for federal income tax purposes, with the balance of said income being treated as income for trust accounting purposes; provided however, that if no provision for a percentage depletion deduction is made

under the then existing federal laws, then fifteen percent (15%) of the income derived from said wasting assets each year shall be added back to and treated as principal, and the balance shall be treated as income for trust accounting purposes.

7.11 Powers as to Particular Assets. If at any time any Trust estate existing hereunder shall consist in whole or in part of assets located in a jurisdiction in which the Trustee then acting hereunder is not authorized to act or is unwilling to act, then the said Trustee may appoint a trustee for the jurisdiction in which the said Trustee is not authorized or is unwilling to act, and may confer upon such other trustee the power to act with reference to such assets to such extent and in such manner as is set forth in the instrument of appointment, and such other trustee shall remit all net income or proceeds of sales of such Trust assets to the Trustee then acting hereunder.

7.12 Oklahoma Trust Act. The Trustee shall have and exercise and shall be subject to and governed by the rights, powers, duties, provisions, conditions, limitations, liabilities, and responsibilities set forth in the Oklahoma Trust Act, except to the extent that the same may be inconsistent with and in conflict with any of the provisions of this Trust Agreement, in which latter event the provisions of this Trust Agreement shall govern.

7.13 Action of Trustee Binding. In each case where discretionary power is vested in the Trustee, its decision or action in the exercise thereof shall be final, and shall be binding upon all beneficiaries hereunder and upon all persons whomsoever.

7.14 Fiduciaries May Deal With Each Other. The Trustee, the representative of the Settlor's estate and the Trustees under any other trusts created by the Settlor, either by agreement or by will, may deal with each other as freely as with strangers, notwithstanding the fact that one or more of such fiduciaries may be the same. They may acquire property (real or personal, tangible or intangible) from each other by purchase, exchange or otherwise and make loans to each other in accordance with the same powers as are given herein to the Trustee in the making and retention of investments.

7.15 Accountants, Attorneys, Investment Advisors and Other Agents. The Trustee is authorized to employ attorneys, accountants, investment advisors, specialists and such other agents as the Trustee may deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the Trust, and to delegate to said manager investment discretion with respect to any and all decisions as to the purchase and sale of securities. Such

appointment may include the power to acquire and dispose of such assets. The Trustee may pay reasonable compensation for the services of any agents hired hereunder and may charge the same to principal or income, as the Trustee determines is appropriate, depending upon the nature and character of the services rendered.

7.16 Consolidated Funds. For convenience of administration or investment, the Trustee may (i) hold the assets of any or all Trusts created hereunder in a common fund, dividing the income proportionately among the Trusts; (ii) assign undivided interests to the Trusts; and (iii) make joint investments of such consolidated assets.

7.17 Unproductive Assets. The Trustee may retain or sell in its discretion unproductive assets. With respect to the retention of any unproductive assets, the Trustee shall have no duty to apportion any principal to income, but may make an equitable apportionment to income if, in the Trustee's discretion, such is necessary to prevent injustice.

7.18 Trustee Discretion in Carrying Out Pecuniary Distributions. Except as otherwise specifically provided herein, any allocation or distribution of a specific monetary amount which is to be made by the Trustee hereunder may be made in one or more allocations or distributions, in cash or in kind, or partly in cash and partly in kind.

7.19 Powers of Successor Trustee. Any successor Trustee of any Trust created hereunder shall have, from and after appointment or succession to office hereunder and without assignment or action by any person, all the title, rights, interests and powers, including discretionary rights and powers, which are by the provisions of this Trust Agreement granted to and vested in the predecessor Trustee.

7.20 Division of Trust for Generation-Skipping Transfer Tax Purposes. The Trustee may divide any trust created hereunder into two or more separate trusts in the event the undivided trust would have an inclusion ratio for federal generation-skipping transfer tax purposes greater than zero but less than one and, in the Trustee's discretion, such division is otherwise advisable. Any such division shall be evidenced by a written instrument specifying how the division is to be made and filed with the Trust records. In the event of such a division, the provisions governing the newly-divided trusts shall be identical to the provisions contained herein that would have governed the undivided trust.

7.21 Consolidation of Trusts. The Trustee may, in its discretion and for administrative convenience, add and combine any

Trust share to a corresponding trust that may have been established for the primary beneficiary under this or any other trust agreement, will, or similar type instrument, provided that the beneficiaries and their respective interests are substantially the same and that the provisions regarding investments and distributions of principal and income are substantially similar.

7.22 No Duty to Diversify Family Business Assets. The Settlor's family is engaged generally in the oil and gas business and in related activities through one or more family business entities. The Settlor understands that under applicable law, the Trustee of this Trust or any Trust created hereunder may have an investment duty to diversify the assets of this Trust or any such Trust into other businesses or investments. However, it is the intent of the Settlor, and the Settlor does hereby provide, that no such Trustee shall have any duty to diversify any such Family Business Interest and assets involved in related activities, and any such Trustee shall be released and discharged from liability hereunder for any failure to so diversify.

7.23 Curative Changes to Trust. Any Unrelated Trustee, with the consent of the Supervisors, shall have the power to amend any provision of this Trust to the extent the Unrelated Trustee deems necessary (i) to cure any misunderstanding or mistake of fact or law on the part of the Settlor; (ii) to modify any ambiguous provisions in the Trust in a manner consistent with what the Unrelated Trustee believes to be the Settlor's intention; or (iii) to add to or delete from the Trust any provisions necessary in the opinion of the Unrelated Trustee to carry out what the Unrelated Trustee believes to be the Settlor's intent.

ARTICLE VIII - GENERAL PROVISIONS

8.1 Definition of Certain Terms. Whenever used in this Trust Agreement, in addition to their normal and accepted meanings, the following terms shall mean the following:

(a) The term "child" or "children" shall include a person's natural or legally adopted child or children who were under the age of eighteen (18) when they were adopted, but shall not include a stepchild not legally adopted by that person.

(b) The terms "grandchild" and "grandchildren" shall include a natural or legally adopted child or children of a child of the Settlor who were under the age of eighteen (18) when they were adopted, but shall not include a stepchild of a child of the Settlor who is not legally adopted by a child of the Settlor.

(c) The term "descendant" shall include a person's child as well as a more remote descendant, and shall include a descendant by birth or a person adopted into a line of descent, so long as said adopted person was under the age of eighteen (18) at the time of his or her adoption, but shall not include a descendant of that person's spouse who is not born or adopted into his or her line of descent.

(d) The terms "brother" and "sister" shall include any person having the same two parents, whether by birth or adoption, as the person referred to, or any person having a common parent, whether by birth or adoption, as the person referred to, where the common parent is either the Settlor or a descendant of the Settlor.

(e) The term "asset" shall include property of every kind and description, real, personal or mixed, tangible or intangible, including money, and shall include principal and income.

(f) The term "Trust" shall mean this Trust, and where the context indicates, shall mean any share or other Trust created hereunder.

(g) The term "Trust estate" shall mean all assets at any time owned by the Trust.

(h) The term "Trustee" shall apply to each and every trustee, whether male, female or corporate, and whether serving as sole or co-trustee.

(i) As used herein, with respect to the Trust or any separate share, the term "Unrelated Trustee" shall mean any trustee who is not a current beneficiary of such trust or separate share, and who is not related or subordinate to either the Settlor or any current beneficiary of such trust within the meaning of Section 672(c) of the Code, and who does not have any legal obligation to support any current beneficiary of such trust or separate share.

(j) The term "beneficiary", without further description, means any person to whom distributions are or may be payable under this Trust Agreement or under any trust or share created hereunder.

(k) The term "primary beneficiary" means the person for whose benefit a share is created under Article III.

(l) The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

(m) The term "person" shall include any individual person or any legal entity.

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(n) For purposes of this Trust Agreement, "GST Exemption" refers to the generation-skipping transfer tax exemption allocable under Code Section 2631. At the date of this Trust Agreement, the amount of the GST Exemption is One Million Dollars (\$1,000,000). The term "Unused GST Exempt Amount" refers to the amount of the Settlor's GST Exemption that is available for allocation (after taking into consideration other transfers made by the Settlor during her lifetime or as the result of her death to which all or a part of the Settlor's GST Exemption has been allocated by the Settlor or by the personal representative of the Settlor's estate), reduced by the value of any property included in the Settlor's gross estate which is a generation-skipping transfer because of its being the subject of a direct skip.

(o) The term "Family Business" shall mean The Quintin Little Company Oil & Gas Limited Partnership, Quintin and Carrie Lou Family Limited Partnership, The Quintin Little Company, Inc., QLCO, Inc., Quintin and Carrie Lou Family, Inc., and any other entity (but excluding The Quintin Little Building L.L.C.), either presently existing or created hereafter, which engages in or is comprised as a part of the business or investments owned or engaged in by any of the entities referred to in this sentence.

(p) The term "Family Business Interest" means any ownership interest, either as a member, a partner, a shareholder, or otherwise, in any Family Business.

(q) The term "Percentage Interest" shall mean the interest of a beneficiary in the Trust, expressed as a percentage, following the death of the Settlor, all as described in Article IV.

(r) The term "Family Nonbusiness Assets" shall refer to all assets of this Trust other than Family Business Interests. A Family Nonbusiness Asset shall include the amount of any indebtedness owed to the Settlor or the Trustee by a beneficiary under the rules of Section 8.11 and elsewhere herein.

(s) The term "Initial Distribution Date" is defined in Section 4.2.

8.2 A Child Not Yet Born. A child en ventre sa mere shall be deemed, for purposes of this Trust Agreement, as if he or she were then living, if such child survives birth by thirty (30) days.

8.3 Per Stirpes. When a trust or share is directed to be divided into shares for the benefit of a person's descendants, per stirpes, the division shall begin at the generation nearest to that person which has a living member. Such a direction shall not be

construed to create a share for any descendant of that person who has a living ancestor who is also a descendant of that person.

8.4 Gender and Number. Wherever appropriate in this Trust Agreement, the feminine shall include the masculine, and vice versa; the neuter shall include the masculine and feminine, and vice versa; and the singular shall include the plural, and vice versa. Any reference herein to an asset of the Settlor shall be deemed to include an asset of this Trust, and vice-versa.

8.5 Presumptions of Survivorship. If any beneficiary under this Trust Agreement does not survive the Settlor by ninety (90) days or more, then that beneficiary shall be presumed to have predeceased the Settlor.

8.6 Family History. As of the date of the execution of this Trust Agreement, the Settlor is married and her husband's name is ROBERT H. DAVIS, JR. The Settlor has the following named children from a previous marriage: JUD LITTLE ("JUD"), PENNY LOU LITTLE DOWNING ("PENNY") and SCOTT E. LITTLE ("SCOTT"). The Settlor has the following named grandchildren: MATTIE MIRES LITTLE ("MATTIE"), WILLIAMSON PENN LITTLE ("PENN"), CARRIE JANICE DOWNING ("CARRIE"), WARD WILLIAMSON DOWNING ("WARD"), and CAITLIN RACHELL LITTLE ("CAITIE"). The Settlor has carefully and thoughtfully considered the omission of ROBERT H. DAVIS, JR. from this Trust Agreement, and does so voluntarily, without duress or coercion of any kind, and in furtherance of her intent.

8.7 Governing Law. The construction of this Agreement and the administration of the trusts created hereunder shall be governed by Oklahoma law, except that if the principal place of administration of any trust created hereunder is at any time in a state other than Oklahoma, the administration of said Trust shall be governed by the law of said state.

8.8 Property Acquired By the Trustee After the Settlor's Death. Any property which the Trustee is required to or may distribute or set aside for the benefit of any person hereunder and which the Trustee did not own at the time of the Settlor's death, but which the Trustee acquired following the Settlor's death, shall be considered as available to be distributed or set aside when acquired by the Trustee.

8.9 Incapacity Defined. The Settlor shall be deemed to be incapacitated during any period of time in which there is a reasonable possibility that she will not be able to regularly make informed, competent decisions regarding her business and investment affairs and assets. The purpose of this provision is to protect the financial condition and wellbeing of the Settlor and to

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eliminate the possibility that the Settlor might allow her assets or the assets of this Trust to be wasted, dissipated, or otherwise reduced to her detriment. The Settlor recognizes and agrees that she may become incapacitated for purposes of this Trust but not be incapacitated within the meaning of the law.

8.10 Exercise of Powers. Any power hereunder to appoint property shall be exercisable in a notice given by the person exercising the power to the Trustee of the Trust holding the property with respect to which the power is being exercised and to each adult beneficiary of that Trust, except that the powerholder is not obligated to give notice to himself or herself. The exercise of any power to remove, replace, add, or otherwise designate a Trustee or Supervisor of a Trust shall be made and effective upon notice given by the person or persons exercising the power to each Trustee and to each adult beneficiary of the Trust with respect to which the power is being exercised, except that the powerholder shall not be required to give notice to himself or herself. Any of the foregoing powers which is exercisable at death under the terms hereof shall be exercised by a provision in the powerholder's last will and testament which makes specific reference to the power of appointment which is being exercised. Any power so exercised at death shall be deemed exercised upon the date of the powerholder's death. The exercise of any power pursuant to this Section shall be effective only if the language comprising the exercise of the power is clear and unambiguous. Notwithstanding the above, no person may exercise a special power of appointment hereunder unless that person and has capacity within the meaning of Section 8.9 when the special power is exercised. This limitation shall not be applicable to the exercise of a general power of appointment.

8.11 Rules Concerning Indebtedness of Beneficiary to the Settlor or the Trustee. For all purposes hereunder, no beneficiary shall be deemed to be indebted to the Settlor except to the extent that the indebtedness is evidenced by a written instrument. The Settlor intends that any such written instrument of indebtedness is or shall be enforceable and is or shall be an asset of the Settlor or of this Trust, and there is no understanding or agreement to forgive any of the same. For purposes of Article IV, each such written instrument of indebtedness shall be deemed to have a value equal to its face value or principal amount, plus any interest that may be accrued if the indebtedness is interest-bearing, regardless of what the actual fair market value of that indebtedness may be. Any references herein to indebtedness to the Settlor shall include indebtedness to this Trust, and any references herein to indebtedness to this Trust shall be deemed to include indebtedness to the Settlor. The indebtedness of a beneficiary to the Settlor shall include any amounts paid by the Settlor pursuant to a co-

signature on a note or other evidence of indebtedness, a guaranty, or any other accommodation to or for the benefit of the beneficiary which is evidenced by a written instrument and for which the Settlor has not been reimbursed. If any beneficiary is indebted to the Settlor on a joint and several basis with that beneficiary's spouse, then all of the indebtedness shall still be deemed to be the indebtedness of the beneficiary.

8.12 Invalidity. If any portion of this Trust Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable and all opportunities for appeal have been exhausted or waived, then the remainder of the Trust Agreement shall continue to be in full force and effect, and the Trust Agreement shall be administered, construed, and enforced in a manner which to the extent possible carries out the Settlor's intent, taking into consideration those portions of this Trust Agreement which may have been found to be invalid or unenforceable.

8.13 Notice. Any notice either required or permitted to be given hereunder may be given either by certified or registered letter deposited in the United States mail, by express or overnight mail by a nationally recognized commercial carrier, or by personal delivery. Notice by certified or registered letter or by overnight mail shall be sufficient if addressed to the personal residence or principal place of business of the person to whom notice is being given. Notice of certified or registered letter shall be deemed given three (3) business days from the date of postmark; notice given by overnight carrier shall be deemed given one (1) business day following the date of actual delivery; and notice by personal delivery shall be deemed given one (1) day following the date of actual personal delivery.

ARTICLE IX - REVOCABILITY OF TRUST

9.1 Amendment and Revocation. The Settlor at any time and from time to time shall have the right and power to revoke in whole or in part this Trust Agreement, or to alter, amend, or modify any of its terms and provisions; except that, the Settlor shall not have such rights during any period of incapacity of the Settlor as determined under Section 8.9. Further, no such alteration, amendment, or modification shall increase the Trustee's duties or decrease the Trustee's compensation without the Trustee's written consent. After the Settlor's death, neither her husband nor anyone else shall have any right to alter, amend or revoke this Trust, and such Trust shall thereafter be irrevocable.

9.2 Binding Effect. This Trust Agreement shall extend to and be binding upon the heirs, executors, administrators, legal

CLLW

THE STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared JUD LITTLE, known to me to be the person whose name is subscribed to the foregoing instrument as a Co-Trustee, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of February, 2000.



Notary Public

My Commission Expires:

February 19, 2002
(S E A L)

LC/vdc/020200/I:/RT/DavisCLL.9Am

FIRST AMENDMENT
TO
CARRIE LOU LITTLE DAVIS
NINTH RESTATED TRUST AGREEMENT

WHEREAS, the Carrie Lou Little Davis Trust Agreement was executed on April 17, 1989, between Carrie Lou Little Davis, as the Settlor, and Carrie Lou Little Davis, as the Trustee; and

WHEREAS, the CARRIE LOU LITTLE DAVIS TRUST AGREEMENT was executed on April 17, 1989, between CARRIE LOU LITTLE DAVIS, as the Settlor, and CARRIE LOU LITTLE DAVIS, as the Trustee; and

WHEREAS, the CARRIE LOU LITTLE DAVIS TRUST AGREEMENT was amended on January 16, 1990; and

WHEREAS, the First Restated Trust Agreement was executed on September 30, 1991; and

WHEREAS, the Second Restated Trust Agreement was executed on May 7, 1992; and

WHEREAS, the Second Restated Trust Agreement was amended by the First Amendment to Second Restated Trust Agreement executed on September 30, 1992, by the Second Amendment to Second Restated Trust Agreement executed on October 20, 1992, and by the Third Amendment to Second Restated Trust Agreement executed on November 3, 1993; and

WHEREAS, the Third Restated Trust Agreement was executed on August 2, 1995; and

WHEREAS, the Fourth Restated Trust Agreement was executed on December 4, 1995; and

WHEREAS, the Fifth Restated Trust Agreement was executed on April 22, 1997; and

WHEREAS, the Sixth Restated Trust Agreement was executed on October 14, 1997; and

WHEREAS, the Seventh Restated Trust Agreement was executed on April 6, 1998; and

WHEREAS, the Eighth Restated Trust Agreement was executed on June 29, 1999; and

WHEREAS, the Eighth Restated Trust Agreement was amended by the First Amendment to Eighth Restated Trust Agreement executed on December 16, 1999, wherein JUD LITTLE was appointed to serve as a Co-Trustee with CARRIE LOU LITTLE DAVIS; and

WHEREAS, the Ninth Restated Trust Agreement was executed on February 2, 2000; and

WHEREAS, the Settlor desires to amend the Ninth Restated Trust Agreement as permitted thereunder;



NOW, THEREFORE, the Settlor hereby amends the Ninth Restated Trust Agreement as follows:

Section 6.3 of the Ninth Restated Trust Agreement is deleted in its entirety, and the following provision is substituted in lieu thereof:

"6.3 Anticipation of Income or Principal. No money or property (either principal or income) payable or distributable under the provisions of any trust created herein shall be pledged, assigned, transferred, sold, or in any manner whatsoever anticipated, charged or encumbered by any of the beneficiaries hereunder or be in any manner liable in the possession of the Trustee for the debts, contracts, obligations or engagements of such beneficiaries, voluntary or involuntary, or for any claims, legal or equitable, against any beneficiary, including any claims for alimony or for the support of any spouse. Notwithstanding the above, this provision shall not apply to the transactions under that certain Conversion Agreement and related agreements dated July 1, 2003 of which SCOTT is a party or to that certain Conversion Agreement and related agreements dated October 1, 2003 of which PENNY is a party. It is the Settlor's understanding that under those Conversion Agreements SCOTT and PENNY sold, transferred and/or conveyed certain of their interests and expectancy interests in the Family Business Interests, and the Settlor expressly approves these transactions."

All the other terms and provisions of that certain Ninth Restated Trust Agreement dated the 2nd day of February, 2000, between CARRIE LOU LITTLE DAVIS, as Settlor, and CARRIE LOU LITTLE DAVIS and JUD LITTLE, as Co-Trustees, are hereby confirmed.

DATED this 20th day of November, 2003.

Carrie Lou Little Davis
CARRIE LOU LITTLE DAVIS, Settlor

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

The above and foregoing FIRST AMENDMENT TO CARRIE LOU LITTLE DAVIS NINTH RESTATED TRUST AGREEMENT was acknowledged before me this 20th day of November, 2003, by CARRIE LOU LITTLE DAVIS, as Settlor.

Carol A. Thompson
Notary Public
Commission No. 01009568

My Commission Expires:

July 23, 2005
(SEAL)

112003\SBStvdc\T:10457.100\REV\1st Amendment to 9th Restated RT (78487).WPD

