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**FIRST AMENDED AND RESTATED JOINT
REVOCABLE TRUST AGREEMENT
OF
JAMES G. WITHERS AND GINA M. WITHERS**

This **FIRST AMENDMENT TO AND RESTATEMENT OF THE REVOCABLE TRUST OF JAMES G. WITHERS AND GINA M. WITHERS**, originally made and entered into on December 29, 2000, is made and entered into this 3rd day of October, 2014, by and between **James G. Withers** and **Gina M. Withers** as both Co-Grantors and Co-Trustees. At any and all such times as two or more individuals are serving as Co-Trustees, they may act jointly or separately, meaning either of them, acting separately or alone, shall have the authority to individually exercise all powers conferred on the Trustee.

WITNESSETH:

WHEREAS, Grantors desire to continue the revocable trust for the general purposes stated in the original Trust Agreement; and

WHEREAS, it is Grantors' intent that all property subject to the terms hereof shall be beneficially owned by Grantors equally while both are living and that, during their joint lives, they shall each equitably own an undivided one-half (1/2) interest in all property subject to this trust. Grantors are accomplishing this by the use of this joint, revocable grantors' trust and by the use of the federal gift tax exemption for transfers between married individuals. Therefore, regardless of which Grantor initially acquired any property which is placed into this trust, or who furnished any or all of the consideration for the property, such Grantor shall be deemed, by contribution of the property to this trust, to make an immediate gift of an interest in the property to the other Grantor to the extent necessary so that at all times the trust property shall be

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beneficially owned equally by the Grantors during their joint lives and that, upon the death of the first of them to die, deceased Grantor's beneficial interest in the trust shall be exactly equal to that of the survivor. Therefore, Grantors are transferring to themselves as Co-Trustees, the property initially transferred into this trust. The Trustee shall hold the property and any other property which may be acquired from either or both Grantors or from other people, all of which shall be collectively referred to as the "trust estate"; and,

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THIRD: From and after the death of one Grantor, all property then constituting the principal of the trust estate, less any sums disbursed by the Trustee under Article SECOND, plus any accrued or accumulated income, shall be distributed or continued in further trust, as follows:

A. If such deceased Grantor is survived by the other Grantor, then all of such trust property shall continue to be held by the Trustee **IN TRUST, NEVERTHELESS**, with income and principal administered for the benefit of the surviving Grantor, pursuant to the terms hereof which apply, during the lifetime of Grantor.

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FIFTH: The Trustee shall have the following powers and authorities:

A. To manage and control the trust estate, to sell at public or private sale, to grant options, buy lease, insure, convert, convey, assign, transfer, exchange, rent mortgage, pledge or otherwise dispose of all or any part of the trust estate in such relative amounts and upon such terms and conditions as the Trustee may deem appropriate. Further, the Trustee may invest or reinvest all or any part of the trust estate in such common or preferred stocks, debentures, shares or participation in any common trust funds, bonds, notes, securities, savings accounts and certificates or other real or personal property as the Trustee may select, and the Trustee may

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change such investments from time to time. The Trustee may invest any part of the trust fund in property located outside the State of Missouri and may register securities in the Trustee's name or in the name of a nominee with or without disclosing the trust or may hold assets in unregistered or bearer form. The Trustee shall have further power to continue to hold and retain any stocks, securities, mutual funds, investment trusts or other property, real or personal, which the Trustee may receive hereunder so long as the Trustee considers it advisable to do so without regard to any statute or rule of law dealing with proper diversification, investment or management of trust funds, including the certificates, stocks, bonds or other securities of a corporate Trustee. In making decisions with respect to investment or retention of trust assets, the Trustee shall consider as primary the preservation of the trust estate and the amount and regularity of income received. Where possible, the Trustee is to consult with current income beneficiaries in connection with new investments for the trust estate, but the investment decisions of the Trustee hereunder are to be conclusive and binding on all parties in interest.

B. To determine whether any money or other property coming into the Trustee's hands shall be considered a part of the principal or income of the trust estate, to determine whether disbursements are for the account of principal or income, and to apportion between such principal and income any gain, loss, receipt or expenditure in connection with the trust estate as the Trustee determines to be reasonable and equitable, without regard to whether any particular allocation or apportionment is consistent with applicable state law. The Trustee may establish reserves out of income for any expenses incurred or to equalize payments of trust income herein directed or permitted.

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C. To adopt such method as the Trustee deems equitable for the allocation of property (or undivided interests therein) to the various persons entitled to receive property from time to time, and to make such division or distribution in kind and partly in money without regard to the income tax basis of assets distributed in kind; to determine, for the purpose of such division or distribution, the value of any securities or other property of the trust estate, and to select the date for such valuation.

D. To employ such agents, custodians, attorneys, accountants, investment advisors and other employees as are necessary or proper for the efficient management or protection of the property of the trust, and to compensate such persons as the Trustee determines to be reasonable.

E. To participate directly or indirectly in the management of any company or other business entity where all or part of such entity is owned by the trust estate, including service as an officer or director of any such corporation.

F. To purchase assets from a Grantor's estate and to loan or advance funds to the Personal Representative of a Grantor's estate.

G. To have all powers and authorities granted to trustees by the laws of the State of Missouri, including the provisions of Chapter 456, Revised Statutes of Missouri, as amended, or any other statute or rule of law, as long as such powers as are granted to the Trustee shall specifically include those set out in Section 456.520 of said Chapter 456, as said Section now exists or as it may hereafter be amended, whichever provides the broadest and most comprehensive powers to the Trustee.

H. To do other similar or dissimilar acts and things which the Trustee deems to be for the benefit of the various beneficiaries hereunder, whether or not such acts and things are

specifically mentioned herein.

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I. To have, during the lifetime of a Grantor, the power and authority to purchase as trust assets United States Treasury obligations which are eligible to be redeemed at par in payment of Federal estate taxes.

J. In the exercise of any of the foregoing powers and in the exercise of discretion concerning use of income or principal of any trust established hereunder, all decisions of the Trustee made reasonably and in good faith shall be conclusive and binding on all parties in interest.

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H. The Grantors or either of them, by *inter vivos* or testamentary conveyance or other disposition, may transfer to the Trustee and the Trustee shall accept and add to any trust estate provided for herein, any type of real or personal property including, but not limited to, the ownership or proceeds of any policy of life insurance.

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M. The Trustee shall have no obligation to make inquiry concerning the administration of a Grantor's estate in any probate court, and the Trustee shall accept as correct all settlement and orders of distribution and accept for the respective trust estates such assets of a Grantor's estate as may be specified in any orders of distribution, all without any liability by reason of the Trustee's compliance with these directions.

P. This Trust Agreement has been established and has been accepted by the Trustee in the State of Missouri. All questions pertaining to the validity of this trust shall be determined

in accordance with the laws of the State of Missouri.

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construed as plural, plural words and pronouns shall be construed as singular, and the gender of personal pronouns shall be interchangeable. All words and pronouns referring to the Trustee shall include one or more fiduciaries and shall include both individual and corporate fiduciaries.

SEVENTH: The Grantors, **James G. Withers** and **Gina M. Withers**, shall continue to serve as Co-Trustees of all trusts created hereunder.

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EIGHTH: A. This trust is created and the interests are vested **SUBJECT, HOWEVER,** to the express condition and reservation that Grantors may amend or revoke this Trust Agreement in part or may revoke this Trust Agreement in its entirety thereby terminating the trust, and receive as their own property all of the assets, both principal and income, then in the hands of the Trustee. The receipt of Grantors therefor shall be a full and complete discharge to the Trustee. Such right shall be exercised by instrument in writing executed by both Grantors (or by only one Grantor if the other is deceased or incapacitated) and delivered to the Trustee; if applicable, said instrument shall instruct the Trustee as to the delivery of trust assets.


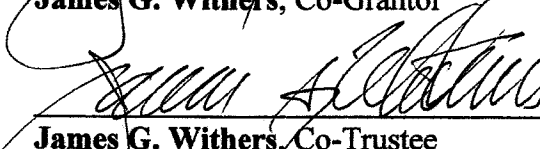
B. In the same manner, Grantors may also, at any time, by written request delivered to the Trustees, withdraw all or such part of the trust estate as they may designate; upon receipt of such request, the Trustee shall transfer and deliver to Grantors, free from trust, such portion of the trust estate as Grantors may request. The receipt of Grantors (or either of them) shall be a full and complete discharge to the Trustee for such payment or transfer.

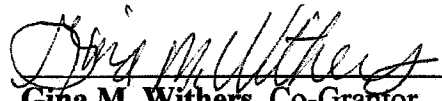
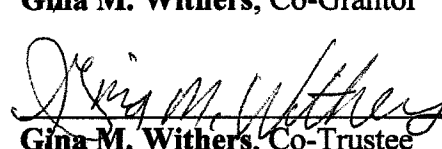
C. Notwithstanding the broad powers conferred upon the Trustee, there is expressly reserved to each Grantor, during his or her lifetime, the right and power to direct the Trustee to take or to omit taking any action in regard to sales, investments or retention or any other matter relating to the administration of this trust. Such power shall be deemed to be a personal power and not fiduciary in nature and shall be exercised by written instrument executed by both of the Grantors (or by only one Grantor if the other is deceased or incapacitated) and delivered to the Trustee. Any and all things done or omitted pursuant to such written direction shall be

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conclusive and binding on all parties in interest. The Trustee shall not be liable for any loss or other consequences by reason of compliance with such direction. If no such direction is received from a Grantor, the Trustee may act as if this power reserved to Grantors did not exist.

IN WITNESS WHEREOF, James G. Withers and Gina M. Withers, as Co-Grantors and Co-Trustees, have caused this **FIRST AMENDED AND RESTATED JOINT REVOCABLE TRUST AGREEMENT** to be executed on the day and year first above written.


James G. Withers, Co-Grantor

James G. Withers, Co-Trustee

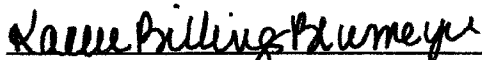

Gina M. Withers, Co-Grantor

Gina M. Withers, Co-Trustee

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 3rd day of October, 2014, before me, a Notary Public in and for said State, personally appeared **James G. Withers** and **Gina M. Withers**, husband and wife, known to me to be the persons described in and who executed the foregoing First Amended and Restated Joint Revocable Trust as Co-Grantors and Co-Trustees and who acknowledged they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal in the County and State aforesaid, on the day and year last above written.


Karen Billings Blumeyer, Notary Public

Seal:

KAREN BILLINGS BLUMEYER
Notary Public - Notary Seal
STATE OF MISSOURI - St. Louis County
Commission Number 12507464
My commission expires April 30, 2016