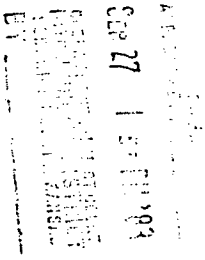
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LAST WILL AND TESTAMENT

OF

ELIZABETH A. CAMPBELL

Compared

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FILED NO: 1177

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
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LAST WILL AND TESTAMENT

OF

ELIZABETH A. CAMPBELL

I, Elizabeth A. Campbell, a resident of Sedgwick County, Kansas, being of lawful age, of sound and disposing mind and memory, and under no restraint, hereby revoke all former wills and testamentary dispositions made by me, and make, declare, and publish this to be my last will and testament, in manner and form following:

ITEM ONE: I hereby appoint my husband, Russell W. Campbell, as executor hereof. If for any reason said designated executor shall fail to qualify, act, or continue acting as executor, I appoint The Fourth National Bank and Trust Company, Wichita, Wichita, Kansas as successor executor hereof. I hereby direct that no executor or administrator acting hereunder, whether named herein or otherwise, shall be required to furnish bond. The term "executor" as used throughout this will shall mean the original executor herein designated as well as any successor executor or administrator, whether named herein or otherwise.

ITEM TWO: I hereby authorize my executor to pay or provide for the discharge of all my lawful debts, including but not limited to the expenses of my last illness and funeral, without the intervention of any court having jurisdiction of my estate, without being required to obtain the approval or allowance thereof

by any such court, and irrespective of whether a claim therefor has been filed in any such court.

ITEM THREE: I direct that my executor shall pay or provide for the discharge of all transfer, inheritance, legacy, succession, estate, and any other taxes which become payable by reason of my death, regardless of whether or not the property with respect to which said taxes are imposed passes under this will, and my executor shall not be entitled to recover any portion of said taxes from any recipient of any of said property.

ITEM FOUR: All the rest and residue of my property, both real and personal and wheresoever situate, of which I shall die seized or possessed, including but not limited to all property with respect to which I shall at my death possess any testamentary power of appointment or disposition, I hereby give, bequeath, devise, and appoint unto my husband, Russell W. Campbell, to be his absolutely, provided that he survives me.

In the event that there is no sufficient evidence that my said spouse and I died otherwise than simultaneously, it shall be conclusively presumed for all purposes of this will that I survived him.

ITEM FIVE: In the event that my said spouse shall not survive me, I hereby give, bequeath, devise, and appoint all the rest and residue of my property, both real and personal and wheresoever situate, of which I shall die seized or possessed, including but not limited

to all property with respect to which I shall at my death possess any testamentary power of appointment or disposition, unto The Fourth National Bank and Trust Company, Wichita, Wichita, Kansas, and to its successors in trust, in trust and upon trust, to hold, manage, control, and administer the same according to the provisions hereof for the use and benefit of the persons herein named and described, and upon the terms and conditions herein set forth.

(A) PURPOSE. The purpose of this trust shall be to provide for the support, protection, education, welfare, care and maintenance of my children, and my will shall be liberally construed to effectuate such purpose.

(B) DISTRIBUTIONS. I hereby direct that my trustee shall divide the assets of the trust into three separate trusts to be held in accordance with the terms hereof. The first trust shall be held for the benefit of my son, Craig W. Campbell and I hereby direct that there shall be allocated to said trust the sum of $30,000.00 plus one-third (1/3) of the residue of my estate. The remaining two-thirds (2/3) shall be divided into two separate trusts for my children, Nancy B. Rathbun and Steven T. Campbell.

My trustee shall have the power in its uncontrolled and uncontrollable discretion, to pay to or for the benefit of said beneficiaries, any or all of them, any portion of the net income from the separate trust estates which in the judgment of said trustee is required for the proper support, protection, education, welfare, care and maintenance of said beneficiary.

In the event all of the net income from the trust estates is not paid, as hereinabove set forth in this paragraph (B), my trustee shall have the power in my trustee's uncontrolled and uncontrollable discretion to accumulate the balance of the net income and add such accumulations of income to the corpus of the trust estates.

My trustee shall have the power and is hereby authorized to invade the principal of the trust estates and to make distributions thereof to or on behalf of said beneficiaries from time to time and whenever and to whatever extent my trustee deems such invasion necessary or advisable in order to afford the proper protection, care, support, education and maintenance to such beneficiary, any or all of them. Distributions of income and principal may be made without any necessary regard for equality of distributions among the beneficiaries.

In the event any or all of my said children shall die prior to the termination of these trusts, as in paragraph (C) hereof provided, then as to the beneficial interest in said trusts as to the right to receive said payment, as hereinabove provided in this paragraph (B) of such beneficiary so dying:

(1) If such beneficiary shall leave surviving him or her any issue, whether born before or after my death, all such surviving issue shall succeed, collectively by representation, in equal shares, share and share alike, to their deceased parent's share of said trust estates.

(2) If such beneficiary shall leave no such issue surviving him, his share of this trust estate shall pass to his surviving brothers or sisters, share and share alike, or their issue, per stirpes.

(C) TERMINATION. Upon the arrival at the age of twenty-five (25) years of each of my said children, their separate trusts shall cease and terminate and my trustee shall thereupon wind up said trust and pay and distribute the entire estate including any accumulated net income thereof to said beneficiary to be theirs absolutely.

In the event any of my said children should die prior to the termination of this trust, as to their interest therein, then, as to the beneficial interest in said trust as to both principal and accumulated but undistributed net income of such beneficiary so dying:

(1) If such beneficiary shall leave surviving him any issue, whether born before or after my death, all such surviving issue shall succeed, collectively by representation, in equal shares, share and share alike, to their deceased parent's share of said trust estate.

(2) If such beneficiary shall leave no such issue surviving him, his share of this trust estate shall pass to his surviving brothers or sisters, share and share alike, or their issue, per stirpes.

(D) GENERAL PROVISIONS. In addition to the terms and provisions hereinbefore set forth, the trust or trusts created hereunder shall be held and managed by my trustee in accordance with the following provisions,

definitions, terms, and conditions, only to the extent, however, that they are not contrary to the terms and provisions expressly set forth above.

(1) TERMS. The term "trust estate", as used herein, includes all the property herein devised and bequeathed in trust together with all increments and additions thereto, all increases, conversions, and reinvestments thereof, and all substitutions therefor; the term "fiscal year" shall mean the fiscal year of the trust as adopted by my trustee for federal income tax purposes as it may from time to time hereafter be changed or modified; the term "trustee" shall mean the original trustee or trustees hereinbefore designated and also any substitute or successor trustee or trustees; words importing one gender shall be construed to include all other genders as well; the words "child", "children", and "issue" shall be construed to mean and be confined to both natural children born in lawful wedlock and legally adopted children; and the words "person" and "persons" shall be construed to include individuals, partnerships, trusts, associations, corporations, and bodies politic, without limitation.

(2) SITUS. This trust shall be administered and the terms and provisions thereof construed under the laws of the State of Kansas.

(3) ACCOUNTING. My trustee shall keep accurate books of account reflecting all transactions pertaining to the trust estate, which books of account shall at all reasonable times be open to inspection by each beneficiary; in addition, at or shortly after the close of each fiscal year my trustee shall furnish to each adult beneficiary who shall make written request therefor a written statement of the trust account for the preceding fiscal year showing the nature and quantum of the trust estate, including the investments constituting the corpus thereof, at the close of such year, and all transactions during such year pertaining to the trust estate.

(4) COMPENSATION. My trustee shall be entitled to receive compensation for services as such trustee, and the total amount thereof shall not exceed the usual and customary fees charged by banks with trust powers in the City of Wichita, Kansas, as determined by the probate or other court having jurisdiction of my estate.

(5) LIABILITY OF TRUSTEE. Notwithstanding any other provision hereof, my trustee, in connection with the administration of the trust estate, shall not be liable for good faith mistakes of law or of fact or for good faith errors of judgment, but shall be liable only for gross, wanton, or willful misconduct in the performance of the duties as trustee, or for failure to exercise that degree of honesty, good faith, and fair dealing which fiduciary-

trustees are by law required to exercise toward trust beneficiaries.

(6) SUITS. In the event any suit shall be threatened or instituted by any person against my trustee, based upon, pertaining to, or concerning any act of misfeasance or nonfeasance allegedly committed or neglected by my trustee in the performance of the duties and powers under this trust, and in the further event that my trustee is adjudicated or is otherwise demonstrated, to the satisfaction of the probate or other court possessing jurisdiction of the trust estate, to be not liable in such respect, then my trustee shall be entitled to be reimbursed out of the trust estate for any and all reasonable costs and expenses, including reasonable attorney's fees, incurred by my trustee in resisting any such suit or claim.

(7) POWERS. My trustee shall manage and administer the trust, keeping the corpus thereof invested and reinvested, and paying and discharging any and all taxes, charges, and assessments against the trust estate or any property comprising the same, and any and all costs, damages, liabilities, debts, and expenses incurred by or in the administration of the trust (including but not limited to reasonable compensation to my trustee for services rendered hereunder). I hereby invest my trustee with full power and authority, in my trustee's discretion, to retain and to invest in any and every kind and type of property, whether real or personal, of whatever kind or nature and wherever situate, regardless of whether or not such property is of the type in which trustees would otherwise be authorized to invest or prohibited from investing trust funds; to sell, assign, transfer, exchange, lease (for oil and gas, business, commercial, residential, agricultural, or other purposes, without limitation, regardless of whether such leases commence in praesenti or in futuro and regardless of whether the terms thereof will or may extend beyond the duration of the trust), mortgage, and pledge any or all of the trust property; to continue, without restriction or limitation, to operate, manage and conduct any business or businesses in which I am engaged at the time of my death; to hold title to any trust property in bearer, unregistered, or negotiable form, or in the name of any nominee of my trustee's selection; to borrow money for the trust; to vote and to grant proxies to vote any stock owned by the trust; to sue and be sued, and to compromise or settle any claim asserted by or against the trust; to execute leases, powers of attorney, receipts, releases, promissory notes, mortgages, pledges, contracts, and any and all other documents which my trustee deems advisable; to make distributions directly to a minor or incompetent beneficiary, without regard to his legal or natural guardian or conservator, or to make the same to the legal guardian or conservator of such beneficiary, or to apply the same for such beneficiary's use and benefit in whatever manner my trustee deems advisable; to make divisions or distributions between or among any of the beneficiaries hereof, in cash or in kind, or partly in cash and partly in kind, and, to the extent any such division or distribution is made in kind, to effect the same in whole or in part by assigning either whole or entire interests in specific properties or undivided or fractional interests therein, all at

valuations to be determined by my trustee whose good faith determination regarding any such division, distribution or valuation shall be binding upon the trust beneficiaries and upon all other interested persons; and to exercise any and all other power and authority, whether or not specified herein, which my trustee in my trustee's discretion deems advisable or which may be appropriate for the proper administration of the trust or the effectuation of any powers or authority expressly or impliedly invested in my trustee by this will, or otherwise, including but not limited to those powers set out in the Uniform Trustees Powers Act (K.S.A. 58-1201 et seq.) as may be amended from time to time, all of such powers to be exercisable only in a fiduciary capacity, but to be exercisable without requiring the authorization or approval thereof by any court. My trustee shall not be required to furnish bond, or to file any inventory, report, or accounting with the probate or other court possessing jurisdiction of the trust, it being my intention hereby to relieve my trustee of all duties which might otherwise be imposed upon my trustee by Articles 11 and 16 of the Kansas Probate Code (K.S.A. 59-1101 et seq. and 59-1601 et seq.), as may be amended from time to time.

(8) SPENDTHRIFT PROVISION. Neither the corpus or income of the trust nor the interest of any beneficiary in or to the corpus or income of the trust shall be subject to voluntary or involuntary pledge, mortgage, hypothecation, encumbrance, lease, sale, transfer, assignment, disposition, or anticipation by such beneficiary, by any means or in any manner, or be subject to the debts, contracts, obligations, engagements, torts, judgments, or liabilities of such beneficiary, nor shall the same be subject to the claims of such beneficiary's creditors or to sale, seizure, attachment, garnishment, sequestration, lien, foreclosure, judgment, decree, order, writ or legal or equitable process of whatsoever kind or nature, including but not limited to bankruptcy, receivership or alimony judgments, decrees or awards.

(9) APPLICATION OF MONEY. No person who purchases property from the trust estate, loans money or pays or discharges any obligation, liability, or debt thereto, or who has any dealing of whatsoever kind or nature with my trustee which results in paying, assigning, or otherwise transferring or delivering any money or property, of whatever kind or character, to my trustee, shall be required to look to the application or disposition of the funds or property so received by my trustee or be in any manner responsible for the application or disposition thereby by my trustee.

(10) MAXIMUM DURATION OF TRUST. Notwithstanding any other language or provision herein, each trust created hereby shall in any and all events unless sooner terminated as herein otherwise provided, cease and terminate upon the expiration of twenty (20) years following the death of

the last survivor of my children, or their issue who shall be living at the date of my death. In the event this trust terminates under and by virtue of this provision, my trustee shall thereupon wind up and liquidate the trust and shall distribute and pay over the entire then remaining corpus and accumulated net income thereof to or for the benefit of each then living beneficiary hereof, regardless of such beneficiary's then age or his then interest in said corpus and accumulated net income.

(11) SUCCESSORS. In the event that my trustee shall fail, decline, or cease to serve for any reason, I direct that any and all successor trustees, whether appointed by virtue hereof or otherwise, shall have and possess the same rights, privileges and powers, and be subject to the same obligations, duties, limitations, and restrictions, as are granted to and imposed upon the original trustee hereinbefore designated.

(12) COMMINGLING OF FUNDS. In the event separate trusts are created hereunder, my trustee is hereby expressly authorized to commingle their funds for investment purposes.

(13) CONTINGENT CONTINUATION OF TRUST. If, at the time of the termination of any trust, as hereinabove provided in paragraph (C), any beneficiary or beneficiaries thereof are under the age of twenty-one (21) years, such trust shall continue as to each such beneficiary until such beneficiary shall reach the age of twenty-one (21) years, or until twenty (20) years after the death of the last survivor of my children, or their issue, who shall be living at the date of my death.

During any such continuation of this trust as to any such beneficiary, my trustee shall have the power, in its uncontrolled and uncontrollable discretion, to pay to such beneficiary any portion of the net income derived from his portion of the trust estate which in the judgment of said trustee is required for his support, protection, education, welfare, care, or maintenance. In addition, my trustee shall have the power, and is hereby authorized, to invade the principal of the trust estate and to make distributions thereof to or on behalf of such beneficiary, any or all of them, from time to time and whenever, and to whatever extent, my trustee in my trustee's absolute discretion deems such invasion necessary or advisable in order to afford the proper protection, care, support, education, and maintenance to such beneficiary, all or any of them. Distributions of income and principal may be made without any necessary regard for equality of distributions among the beneficiaries.

If during any such continuation of this trust, any such beneficiary should die before the termination of the trust as to his interest therein, then, as to the beneficial

interest in said trust, as to both principal and income, of such beneficiary so dying:

(1) If such beneficiary shall leave surviving him any issue, whether born before or after my death, all such surviving issue shall succeed, collectively by representation, in equal shares, share and share alike, to their deceased parent's share of said trust estate.

(2) If such beneficiary shall leave no such issue surviving him, his share of said trust estate shall pass to his surviving brothers or sisters, or their issue, per stirpes.

(3) If such beneficiary shall leave no such issue or brothers or sisters or their issue surviving him, his share of said trust estate shall pass to my surviving children, per capita, or their issue, per stirpes.

ITEM SIX: I hereby give and grant unto and confer upon my executor all of the powers, discretions, authorities, and duties which are herein conferred upon and granted unto my trustee, insofar as the same are appropriate to the office of executor and to the extent my executor in his discretion may deem the same necessary for the proper administration of my estate, with any and all successor executors to have the same powers, authorities, discretion, and duties as said original executor, specifically including, by way only of illustration and not of limitation, full power, authority, and duty to make payments and distributions to or on behalf of or for the benefit of the beneficiaries of the trust established hereby at the times and in the manner and under the conditions hereinbefore described, until such time as my estate shall have been administered and the property shall by my executor have been transferred, conveyed, and delivered to my trustee as in ITEM FIVE hereof provided, and specifically including, also, and again only by way of illustration and not of limitation, full power and authority to sell, convey, transfer, assign, mortgage,

and lease, for oil and gas or otherwise, any and all of my property, whether real or personal, and wheresoever situate, upon such terms and conditions as my executor in his discretion deems advisable, without the necessity of securing the approval of the probate court having jurisdiction of my estate, and to execute, acknowledge, and deliver any and all such deeds of general or special warranty or quitclaim, bills of sale, contracts, or other instruments, as may by my executor be deemed advisable to effect any such sale, conveyance, transfer, mortgage, or lease as aforesaid.

In the event my executor in good faith decides that there is uncertainty as to whether or not any property or interest in property is includable in my gross estate for the purposes of state or federal estate, succession, inheritance, transfer, or death taxes, I hereby authorize my executor to exercise his best judgment as to whether or not to include the same in the federal estate, state inheritance or other tax returns required to be filed on behalf of my estate, nor shall my executor be personally liable for any loss sustained by my estate, or by any legatee, devisee, or beneficiary hereunder or by any recipient of any such property or interest in property, resulting from my executor's said decision made in good faith.

In addition, I hereby authorize my executor to join with my spouse, or with my spouse's executor or legal representative, in filing any and all joint federal and state income and gift tax returns for any year or period for which I have filed no such return prior to

my death; to consent or to join with my spouse or my spouse's executor or legal representative in consenting to any gifts made by me or by my spouse during my lifetime as having been made one-half by me and one-half by my spouse for the purposes of all applicable federal and state gift tax laws; to allocate between my estate and my spouse or my spouse's estate any federal or state income or gift taxes due under any such return, including any deficiencies, penalties, and interest due with respect thereto; and to exercise any of the foregoing powers and authorities regardless of the fact that my estate will or may thereby incur additional federal or state income or gift tax liabilities to which it might not otherwise be subject, all as my executor in my executor's discretion deems advisable and proper.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused this, my last will and testament, consisting of thirteen (13) pages, including the attestation clause, to be executed, declared, and published at Wichita, Kansas, this 18th day of August, 1976.

Elizabeth A. Campbell
(Elizabeth A. Campbell), Testator

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ATTESTATION CLAUSE

The foregoing last will and testament, consisting of thirteen (13) pages, including this attestation clause, was signed, declared, and published by the testator, Elizabeth A. Campbell, as and for her last will and testament in the presence of us, and each of us, who at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses at Wichita, Kansas, this 18th day of August, 1976.

NAME	ADDRESS
Karen S. West	Wichita, Kansas
Carolyn J. Lyndsley	" "
Linda L Hanson	" "

ACKNOWLEDGMENTS AND AFFIDAVITS

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

Before me, the undersigned notary public, on this date personally appeared Elizabeth A. Campbell, who is known to me to be the testator, and Karen L. West, Carolyn J. Lindsley, and Linda L. Hanson, who are known to me to be the attesting witnesses, whose names are subscribed to the foregoing instrument in their respective capacities aforesaid; and, all of said persons being of lawful age and by me first duly sworn, the said Elizabeth A. Campbell, testator, upon his oath, declared to me and to said witnesses that the foregoing instrument is her last will and testament and that she had willingly made and executed it as her free and voluntary act and deed for the purposes therein expressed, and the said witnesses, each upon their oath, stated to me in the presence and hearing of the testator and of each other, that the testator had acknowledged and declared to them that the foregoing instrument is her last will and testament, and that the testator had executed the same as such in their presence, and in the presence of each of them, and had asked each of them to sign it as a witness; and each of said witnesses, upon their oath, further stated that all of said witnesses signed the foregoing instrument as witnesses in the presence of each other and in the presence of the testator and at her request, and that at the time the testator possessed all rights of majority, was of sound mind, and was under no duress, restraint or undue influence.

Elizabeth A. Campbell
Testator

Karen L. West
Witness

Carolyn J. Lindsley
Witness

Linda L Hanson
Witness

DISTRICT COURT SEAL SEDGWICK COUNTY, KANSAS

Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument filed on the 27 day of Sept., 1983, and recorded in this Court of the Eighteenth Judicial District, Sedgwick County, Kansas. Dated this ___ day of Dec., 1983.
Clerk of the District Court
By Deputy

SUBSCRIBED, ACKNOWLEDGED, AND SWORN TO before me by Elizabeth A. Campbell, testator, and Karen L. West, Carolyn J. Lindsley, and Linda L. Hanson, attesting witnesses, on this 18th day of August, 1976.

Judith Mae Bradley
Notary Public

My Commission Expires:

JUDITH MAE BRADLEY
NOTARY PUBLIC
Sedgwick County, Kansas
My Appt. Exp. Nov. 6, 1979