

STATE OF LOUISIANA
PARISH OF LAFAYETTE

TRUST INSTRUMENT
THE BELL FAMILY TRUST

9612304

VERMILION PARISH
RECORDS
OCT 27 1996

BEFORE the undersigned Notary and competent witnesses personally came and appeared:

WILFRED BELL, divorced from Nedra Leleux, a person of the full age of majority domiciled in Vermilion Parish, Louisiana, with mailing address of 523 W. Bell Road, Kaplan, Louisiana, 70548 (hereinafter referred to as "Settlor");

AND

SUE BELL, a citizen of the United States domiciled in Lafayette Parish, Louisiana, with mailing address of 202 Denier Street, Lafayette, Louisiana, 70508 (hereinafter referred to as "Trustee");

The term "Trustee" or "Trustees" shall refer to the original trustee as well as any successor or alternate, and any other trustee or co-trustee whether one or more. The original Trustee, whether one or more, hereby accepts this appointment and agrees to be bound by the provisions of this Trust Instrument.

WHO DECLARED:

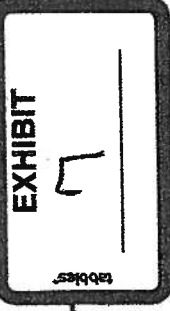
I. TRUST PROPERTY

The trust property shall consist of all of those properties listed and described on Schedule A attached, together with such other property as may be added by settlor or by third persons. Settlor hereby conveys to Trustee, in trust, all of his right, title and interest in the property listed and described on Schedule A to be held and administered as trust property in accordance with this Trust Instrument.

II. TRUST

2.1 ~~Trusts~~. This trust shall be known as the Bell Family Trust. However, with respect to each principal beneficiary, this trust shall be deemed to create separate trusts. Nonetheless, for ease of administration and investment, the Trustee may hold, invest, and administer as one trust. Whenever the term "Trust" is used herein, the singular shall mean the plural, and the plural the singular, unless the context requires only the singular or the plural.

*Broad Authority
in say deed*



2.2 Irrevocability. This trust shall be irrevocable.

III. BENEFICIARIES

3.1 Income and Principal Beneficiaries. The following named individuals shall be the income and principal beneficiaries of this trust in the proportions shown next their names:

Cheri B. Fontenot	1/18th
Tonya Lynn Doggett	1/18th
Brady Allen Bell	1/18th
Lovenia B. Mull	1/6th
Sue Bell	1/6th
Ruby E. Bell	1/6th
W. Roy Bell	1/6th
Mildred Bell	1/6th

Should any original beneficiary die both intestate and without leaving descendants who survive him, then such of the original beneficiaries as survive him shall become substitute beneficiaries of his interest, and the trust as to their interests shall continue as to such substitute beneficiaries and shall terminate in accordance with the termination provisions set forth in Article V below.

IV. ALIENATION BY THE BENEFICIARIES

The interest of each beneficiary shall be subjected to the maximum spendthrift restraints permitted by Louisiana law.

V. TERM

5.1 Unless sooner terminated by the Trustee in accordance with paragraph 5.2 hereinbelow, this trust shall have the longest term permitted by law.

5.2 Notwithstanding anything contained herein to the contrary, the Trustee may, in his or her sole discretion, terminate this trust at any time.

VI. POWERS OF THE TRUSTEES

6.1 General powers. The Trustee shall have and possess and may exercise all the rights, powers and authorities incident to the office of Trustee or required in and convenient for the discharge of the Trust or impliedly conferred or vested in Trustee under the Louisiana Trust Code or any law of the State of Louisiana hereafter enacted.

6.2 Additional Powers. Without limiting the completeness and generality of the Trustees' powers granted by the preceding

paragraph, should those powers not include the following, Trustees shall also have all of the powers enumerated in the remainder of this Article VI.

6.3 Investments. The Trustee shall have, in the investment and reinvestment and administration of the securities and property forming the subject of this Trust, the widest latitude and authority permitted by Louisiana law.

6.4 Retention of trust property. The Trustee is authorized to accept and retain any property donated to this Trust for as long a period of time as the Trustee may think proper, even though such property is of a kind or in an amount that ordinarily would not be considered suitable for trust investments.

6.5 Purchases and sales. The Trustee is authorized to purchase, sell, exchange, partition or otherwise acquire and dispose of trust property, at public or private sale for such purposes and upon such terms, including sales on credit, with or without security, in such manner, and at such prices as Trustees may determine. If a corporate trustee, to purchase property for a trust from, or sell trust property to themselves as Trustees and to sell trust property to any other trust whether created herein or not. If a corporate trustee, to purchase for the benefit of any trust created herein its own stocks, its bonds, or other securities or the stocks, bonds, or other securities of any affiliate. Corporate trustees, their directors, officers, agent and affiliates on their own account may sell properties to a trust or purchase property from the trust. Individual Trustees may buy or sell property for this trust from or to himself or his relative, employer, employee, partner, or other business associate.

6.6 Leases. The Trustee is authorized to make leases and other contracts involving corporeal or incorporeal immovable property, whether acquired by or belonging to the Trust, which contracts shall be binding on the beneficiaries. This power and authority carries with it the power and authority to purchase, sell, exchange, lease, or convey any mineral or royalty interest, and to execute oil, gas, and mineral leases and contracts on such

terms and conditions and for such consideration and in such form as it may deem fit and proper; to enter into option agreements; to lease the immovables for the purpose of exploring and drilling for oil, producing and marketing oil, gas, and other minerals, and to execute and sign all rental or royalty division orders, pooling, unitization or working agreements, and to receive and receipt for any and all monies which may have become due or payable on any such sale, lease, or option contract entered into on behalf of the Trust. The powers enumerated in this paragraph are not exclusive but are illustrative.

6.7 Borrowing. The Trustee is authorized to borrow money by obligation either unsecured or secured, in such amounts, on such terms, at such rates of interest or without interest, and in such manner as Trustees may think desirable and to secure such loans by mortgage, pawn, or pledge of trust property or otherwise, and to mortgage or pledge trust property for any period of time Trustees shall think desirable, even beyond the term of the trust. If a corporate trustee, to borrow money from its own banking department or from anyone else, for any purpose in connection with the administration of the trust.

6.8 Lending. The Trustee is authorized to make loans of trust property to such persons, firms, partnerships, corporations, or political subdivisions, including businesses or business interests as Trustees may hold in trust, and to beneficiaries of this trust, for such purposes and for such periods, in such amounts and at such rates of interest, with or without security, and subject to such other terms as Trustees may determine.

6.9 Commingleing. The Trustee is authorized to commingle the trust property of this trust with the trust property of any other trust created for the benefit of a beneficiary of this trust, whether for investment, administrative or other purposes, allotting to each separate trust an undivided interest in the commingled trust property which shall always be equal to that trusts' proportionate contribution to the commingled trust property.

6.10 Life Insurance. The Trustee is authorized to insure the

life of any beneficiary or the life of any other person in whose life a beneficiary of this trust may have an insurable interest. Life insurance shall be in such amounts as the Trustees may determine, and in such forms, as Trustees may deem wise by term insurance, ordinary life insurance, stated period payment insurance, endowment insurance or any other kind of life insurance. Trustees may surrender any of such policies at any time and obtain the cash surrender value, or may borrow against such value, or may exercise any other right as an owner of the policy.

6.11 Distribution. The Trustee is authorized to make distributions or divisions of trust property at values fairly and equitably determined by the Trustees, and, when dividing or distributing funds or paying trust principal, to make such payment, division or distribution wholly or partly in kind by allotting and transferring specific movable and immovable property or undivided interests therein as part of the whole or any share or payment, at current values.

6.12 Agents and Employees. The Trustee is authorized to employ or retain such employees, agents and advisors as Trustees may deem necessary, to assist in performing any duties of trustee, including, but by way of illustration only, investment advice, management advice, and for any other purposes Trustees consider advisable, and to determine reasonable charges for such services and to make payment therefor out of trust property.

6.13 Allocations of income and principal. The allocation to income and principal in this trust shall not be governed by Sections 2141-2157 of the Louisiana Trust Code, but the allocation to income and principal shall be in accordance with generally accepted accounting principles.

6.14 Separating and Combining Trusts. The Trustees, on behalf of all of the beneficiaries, shall have the power to divide property in the trust into separate trusts to, for example, comply with the generation-skipping transfer tax provisions or the S corporation provisions of the Internal Revenue Code; and the Trustees also shall have the power to combine any trust created

herein with any other trust, whether created by Settlor or by any other person, if the terms of the trusts are substantially the same and the Trustees and beneficiaries are the same.

6.15 Loans to estates and heirs. The Trustee is authorized to lend all or any part of the principal of this trust to the executor, administrator, successor, heir or legatee of Settlor, or to the executor, administrator, successor, heir or legatee of any beneficiary of this trust without security or to require such security as the Trustees deem advisable. In their discretion, Trustees may purchase from the executor or administrator of the succession of Settlor, at fair market value, any property included in Settlor's succession or estate. Trustees are not obligated in any manner to use any trust property or trust income to discharge debts, taxes or other charges against Settlor's succession or estate.

VII. SPECIAL POWERS OF THE TRUSTEE

7.1 Distribution of income. Income shall be distributed at least annually to each income beneficiary, or more frequently should the Trustee see fit.

7.2 Invasion. The Trustee in his or her sole discretion may at any time invade and distribute principal to a beneficiary from his interest in the trust.

7.3 Facility of payment. If a beneficiary is under legal disability, or, if in the Trustee's opinion, is incapable of properly managing his affairs due to illness, age or other cause, the Trustee may use or apply trust income or principal for his benefit. The Trustee may make payment by any reasonable method, including the following:

- (1) directly to the beneficiary;
- (2) to the legally appointed tutor (guardian) or curator (conservator) of the beneficiary;
- (3) by disbursing such amounts directly for the benefit of the beneficiary;
- (4) by depositing all or any part of the income into a checking or savings account in a bank, savings and loan association or other depository in the name of the beneficiary;
- (5) to another trust for the benefit of the same beneficiary;

or

(6) to a custodian appointed under the Uniform Gifts to Minors Act adopted by any state.

Trustees are specifically authorized to recognize and honor a beneficiary's endorsement of any check issued by the Trustee to the beneficiary, whether or not the beneficiary is then a minor, and whether or not there is any person who is administrator of the minor's estate, tutor (guardian) of the minor.

7.4 Insurance Premiums. Trustees shall make no disbursements from trust income to pay any premiums on policies insuring the life of Settlor.

VIII. THE OFFICE OF TRUSTEE

8.1 Bond. No individual Trustee shall be required to furnish bond. No corporate trustee shall be required to furnish any security for the deposit of trust funds in its banking department.

8.2 Liability. All Trustees are relieved from all liability in connection with administration of the trust, except for liability for breach of the duty of loyalty to a beneficiary or for breach of trust committed in bad faith. Upon the death of the insured under any policy of life insurance naming the trust as beneficiary, the Trustee shall collect and hold the net proceeds as trust property subject to this Trust Instrument. The Trustee shall not be obligated to engage in litigation to enforce collection of any insurance proceeds unless indemnified to his satisfaction against any resulting expense and liabilities.

8.3 Compensation. All individual trustees shall be entitled to reasonable compensation for their services. A corporate trustee shall be entitled to fix its compensation in accordance with its schedule as may be in effect from time to time, and may make payments to itself out of trust property. All trustees shall be entitled to recover reasonable costs from the trust property.

8.4 Accountings. The Trustee may render an account of the administration of the trust to the beneficiaries hereof in accordance with the provisions of Section 2088 of the Louisiana Trust Code, or as it may hereafter be amended, but is not obligated to do so unless such an account is demanded by a beneficiary or his

or her legal representative.

8.5 Attorneys. The Trustee shall have the power to designate attorneys for the trust.

8.6 Resignations. A trustee desiring to resign shall deliver written notice to each co-trustee, if any, and to each beneficiary. Notice of resignation shall be in authentic form and shall be effective when the successor trustee has accepted the office.

8.7 Removal of Trustees. Principal beneficiaries who are of legal age and who hold a majority of the interests in this trust, as reflected in paragraph 3.1 hereinabove, may vote to remove a trustee and name a substitute or successor trustee.

8.8 Notice of Removal; Appointment. Notice of removal of a trustee and appointment of a successor trustee shall be in authentic form and shall be delivered to the trustee removed, the successor trustee and to each beneficiary at least 10 days before the effective date of removal and substitution set forth in the notice.

8.9 Other Vacancy. If a vacancy in the office of trustee occurs other than by removal, the same procedures for selection of successor or alternate trustees provided in paragraph 8.7 and 8.8 hereinabove shall be observed.

IX. MISCELLANEOUS PROVISIONS

9.1 Withdrawal powers. For a period of 30 days following notice of each donation inter vivos of property to the trust whether the donation be by original transfer or subsequent addition, each principal beneficiary shall have the power to withdraw from the trust property an amount (the "withdrawal amount") equal in value to the lesser of (1) his pro rata share of the donation or (2) the annual federal gift tax exclusion (Currently \$10,000) as from time to time amended. For the purposes of this paragraph, amounts donated shall include premiums paid on life insurance policies held as trust property, whether paid or deemed paid by a Settlor, or by a third person. The withdrawal amount shall be determined and valued as of the date of donation. As to amounts transferred or added by any given donor, the

aggregate withdrawal amount during any calendar year shall not exceed the federal gift tax annual exclusion applicable to gifts made by the donor to the beneficiary applicable to that calendar year. The power of withdrawal shall be non-cumulative.

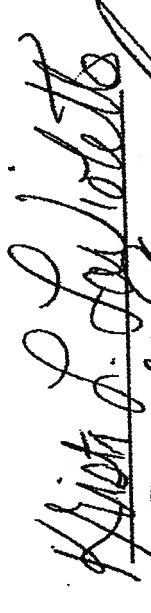
Notice. Each time a donation subject to the withdrawal power is received, the Trustee shall notify the beneficiaries in writing. A power of withdrawal shall be deemed exercised upon delivery to the Trustee of written notice of a beneficiary's intention to exercise that power. Unless the Trustee receives notice of exercise within 30 days after giving notice of its availability to a beneficiary, the beneficiary's power of withdrawal shall lapse.

9.2 Waiver of Collation. The interests created by this trust for Settlor's children, and any donations made to this trust subsequent hereto, are intended as and shall be extra portions and not subject to collation.

9.3 Waiver of Usufruct. Any donations to this trust shall be made under the express condition that the parents of the beneficiaries shall not enjoy any usufruct or any other right that he or she might otherwise have by virtue of any of the provisions of Louisiana law over the property donated or held in this trust.

THUS DONE, READ AND SIGNED at Lafayette, Louisiana, on this 8th day of October, 1996.


WITNESSES:



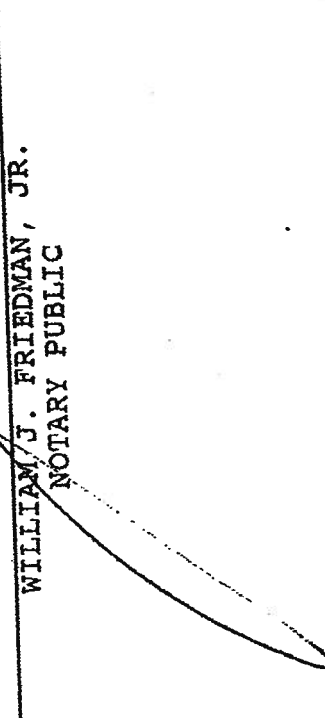
Kristin L. Joy Belletto



WILFRED BELL, SETTLOR



SUE BELL, TRUSTEE



WILLIAM J. FRIEDMAN, JR.
NOTARY PUBLIC

SCHEDULE A

to the

Bell Family Trust

Original Trust Property

TRACT 1: That certain parcel of land containing 103.50 acres, more or less, situated in the Eastern portion of the Northeast Quarter of Section 19, Township 11 South, Range 2 East, Vermillion Parish, Louisiana, being bounded now or formerly as follows: North by Leonce Schexnider, Harold J. Broussard and C. Dulva Thibodeaux; East by Verga Adams Mouton; South by lands of Settlor described below as Tract 2; West by lands of Settlor described below as Tract 3, LESS AND EXCEPT that certain parcel of land measuring 1 square acre, including all buildings and improvements located thereon, the center of said 1 square acre parcel being located at the center of the Settlor's personal residence situated on the above described Tract 1, along with a twenty foot right of way for purposes of a driveway beginning at the front of Settlor's personal residence and extending to W. Bell Road.

TRACT 2: That certain parcel of land containing 82 acres, more or less, situated in the South Half of Section 19, Township 11 South, Range 2 East, Vermillion Parish, Louisiana, being further described as the North one-third of the East Half of the Southwest Quarter and the North one-third of the Southeast Quarter of Section 19, Township 11 South, Range 2 East, being bounded, now or formerly as follows: North by Mathilda Abshire Adam, lands of Settlor described above as Tract 1 and lands of Settlor described below as Tract 3; East by Verga Adams Mouton; South by Nettie B. Roche and Bertha B. Leger; West by Armogene Adam.

TRACT 3: That certain parcel of land containing 103.50 acres, more or less, situated in the North Half of Section 19, Township 11 South, Range 2 East, Vermillion Parish, Louisiana, and being bounded, now or formerly, as follows: North by C. Dulva Thibodeaux; East and South by Settlor; and West by Marie Russie Adams Guidry.

Any and all interests owned by Settlor in oil and gas leases, royalty interests and any other mineral interests associated with the above described property, including the mineral rights associated with the 1 square acre described in Tract 1.

NE VARIETUR

For identification with Trust Instrument
passed before me on this 8th day of
October, 1996.

WILLIAM J. FRIEDMAN, JR.
NOTARY PUBLIC