

STATE OF LOUISIANA

PARISH OF JEFFERSON

11629872

IRREVOCABLE INTER VIVOS TRUST

ENTERPRISE 1919 TRUST

BE IT KNOWN that on 11th day of July, 2016, before me, SCOTT W. MCQUAIG, a Notary Public duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned witnesses, personally came and appeared:

ERIC FREDERICK SKRMETTA, a married man of full age of majority domiciled in the Parish of Jefferson, who has been married once, and only then to DEBORAH ANN GIBSON SKRMETTA; and who, throughout their marriage has been living under a separate property regime which is evidenced by a duly recorded pre-nuptial contract, hereinafter referred to as "SETTLOR";

and

DEBORAH GIBSON SKRMETTA, a married woman of full age of majority domiciled in the Parish of Jefferson, who has been married once, and only then to ERIC FREDERICK SKRMETTA; and who, throughout their marriage has been living under a separate property regime which is evidenced by a duly recorded pre-nuptial contract, hereinafter referred to as "TRUSTEE";

who agrees to be bound by the following provisions of this trust instrument.

TRUST: Settlor does hereby convey, assign, transfer and deliver, in trust, to the Trustee(s), the sum of ten dollars (\$10.00) as an initial donation to the trust, without cause from the Trustee, subject to the terms and conditions as stated in this instrument. SETTLOR hereby creates this irrevocable trust to be known as the ENTERPRISE 1919 TRUST, and conveys to the irrevocable trust all of his right, title and interest in and to the following described property:

I. TWO HUNDRED THOUSAND SHARES (200,000) of the Louisiana Corporation known as SKRMETTA MACHINERY CORPORATION.

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II. TWO HUNDRED THOUSAND SHARES (200,000) of the Louisiana Corporation known as SKRMETTA GROUP INCORPORATED.

It being SETTLORS intention that such property, together with any other property given to the trust by the Settlor or others, be administered as the property of the ENTERPRISE 1919 TRUST, in accordance with this instrument.

Right to Supplement Estate: Settlor does herein reserve the right to contribute additional property to the trust, at his discretion, subject to the terms and conditions of this instrument. Further, the Trustee(s), or any other persons may contribute additional property to the trust, subject to the terms and conditions of this instrument. The custody, control and disposition of property received by the Trustee shall be subject to the terms and conditions contained in this instrument.

2. TRUSTEE: DEBORAH GIBSON SKRMETTA shall be the initial trustee of the ENTERPRISE 1919 TRUST, and DEBORAH GIBSON SKRMETTA, and any successor trustee hereafter appointed, shall have all of the powers that may be conferred now or hereafter upon trustees under applicable law, including, but not limited to, the Louisiana Trust Code. DEBORAH GIBSON SKRMETTA expressly accepts appointment as trustee. DEBORAH GIBSON SKRMETTA and any successor trustee shall be not be held harmless from any liability in connection with administration of this trust, including liability for loss caused by breach of the duty of loyalty to the trust or bad faith breach of trust. DEBORAH GIBSON SKRMETTA and any successor trustee shall be entitled to receive reasonable compensation out of trust property, and shall render such accounting as is required by law.

Successor Trustee: In the event that initial trustee should die or otherwise become incapable of performing their duties as trustee, one of the following persons be appointed by court order as Successor Trustee in the following order of priority succession:

Gregory S. Buisson
Robert E. Stumpf
James Gibson
Collin Buisson

Successor Trustee shall not be obligated to examine the records, accounts or actions of any previous Trustee or

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Trustees, including actions regarding trust property. Successor Trustee will bear no liability for actions or failures to act of previous Trustees.

3. AMENDMENT: The trustee shall have the right to amend or revoke this trust, or any portion of it, other than changing beneficiaries, at any time by authentic act.

4. BENEFICIARIES: Marcia Elizabeth Skrmetta (d.o.b. 09/16/1999), and Raphael Q. Skrmetta III (d.o.b. 06/14/2002) persons not of full age of majority at the time of the creation of this trust, are hereby named beneficiaries of this Trust and their interest as such shall be both Income and Principal Beneficiary, with all rights and privileges afforded by law. During their lives they are the sole beneficiaries. If they die with issue then their first generation heirs shall become beneficiaries, *per stirpes*, as income and principal beneficiary of the trust.

5. TERM: This trust shall terminate upon the death of the listed beneficiaries or their first generation issue, if not previously revoked. The term shall be expanded by amendment if determined to be in the best interest of the beneficiaries.

Other Trustee Qualifications: No person shall be a Trustee of this Trust, as provided for in 18 U.S.C. § 922 (g), or shall receive or use any trust property who fits any of the following descriptions:

Any person:

- (1) Who has been convicted in any court of, a crime punishable by imprisonment for a term exceeding one year;
- (2) Who is a fugitive from justice;
- (3) Who is an unlawful user of or addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802));
- (4) Who has been adjudicated as a mental defective or who has been committed to a mental institution;
- (5) Who, being an alien:
 - (A) Is illegally or unlawfully in the United States; or
 - (B) Except as provided in subsection (y) (2), has been admitted to the United States

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under a nonimmigrant visa (as that term is defined in section 1101 (a) (26) of the Immigration and Nationality Act (8 U.S.C. 1101 (a) (26)));

(6) Who has been discharged from the Armed Forces under dishonorable conditions;

(7) Who, having been a citizen of the United States, has renounced his citizenship;

(8) Who is subject to a court order that:

(a) was issued after a hearing of which such person received actual notice, and at which such person had an opportunity to participate; (b) restrains such person from harassing, stalking, or threatening an intimate partner of such person or child of such intimate partner or person, or engaging in other conduct that would place an intimate partner in reasonable fear of bodily injury to the partner or child; and

(c) (i) includes a finding that such person represents a credible threat to the physical safety of such intimate partner or child; or (ii) by its terms explicitly prohibits the use, attempted use, or threatened use of physical force against such intimate partner or child that would reasonably be expected to cause bodily injury; or

(9) Who has been convicted in any court of a misdemeanor crime of domestic violence, to ship or transport in interstate or foreign commerce, or possess in or affecting commerce, any firearm or ammunition; or to receive any firearm or ammunition which has been shipped or transported in interstate or foreign commerce.

RIGHTS and RESPONSIBILITIES of TRUSTEES

Fiduciary Duty: Trustees shall act in a responsible manner in administering their fiduciary duty to the Trust. Trustees shall conduct all actions as pertains to the Trust with good faith and in the best interest of the Trust. Trustees do hereby acknowledge and accept the burden of prudent administration of the Trust. Trustees further acknowledge and accept the duty to control and preserve the trust property in accordance with the best interests of the Trust and the beneficiaries.

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Powers: Trustees shall have all powers and rights conferred to them by the Louisiana Trust Code, La. R.S. 9:1721 et seq. and any other provisions of Louisiana law that apply, including but not limited to Part V of the Louisiana Trust Code entitled "DUTIES AND POWERS OF THE TRUSTEE." The general powers granted by this instrument shall apply to a trust property whether originally in the Trust or property that is later acquired by the trust, be it movable, immovable, tangible or intangible. Should future changes in the law expand the powers of the Trustee, the Trustee shall have those expanded powers.

Notice Requirements: The Trustee shall provide immediate written notification for any addition or removal of trust property from the Trust. The Trustee shall provide written notification 10 days prior to any proposed changes to the Trust to all Trustees and provide immediate notification at the time the changes are made.

Waiver of Accounting Requirement: The requirement of providing accounting and/or rendering of accounts to beneficiaries by any Initial Trustees and/or successor trustees is hereby waived by the Settlor. Any corporate Trustees shall provide an accounting of the administration of the trust in accordance with Louisiana Trust Code, La. R.S. 9:1721 et seq.

Waiver of Bond and of Compensation: Individual Trustees shall serve without the benefit of compensation with the exception of reimbursement for reasonable costs. No Trustee shall be required to furnish a bond or other security.

Spendthrift Clause: The Trust shall be a spendthrift trust meaning that the beneficiary shall not have the power to alienate, pledge, encumber, or transfer their interest in the Trust in any manner, and no part of the Trust shall be liable for or charged with any debts, contracts, liabilities, or torts of the beneficiary or be subject to seizure or any other legal process or bankruptcy proceeding or interference or control by creditors or otherwise. If permitted by law without affecting the preceding restraint on alienation, the Beneficiary may agree to some action proposed by the Trustees and thereby relieve the Trustees of any liability to the Beneficiary for the action so taken.

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DISTRIBUTION

Distribution of Income and Principle: The Trustees shall distribute income in any sum or in any frequency at their discretion, provided that other income and assets of the beneficiary known to the Trustee are taken into account. Decisions made by the Trustees in exercising their powers and done in good faith shall fully protect the Trustees and be final and binding on all parties with interest in the trust.

Method of Distribution: The Trustees may distribute income, principal or trust property at their discretion in any of the following manners:

- (a) Physically deliver the trust property to the beneficiary;
- (b) Purchase assets or securities in the name of the beneficiary and deliver those items to the beneficiary;
- (c) Pay expenses or debts of the beneficiary directly to third parties on behalf of the beneficiary;
- (d) Deliver a check to the beneficiary;
- (e) Employ any combination of these methods;

Liability of Trustees: Trustees shall bear no liability for acts committed in good faith in the administration of the Trust. This waiver of liability shall have no bearing on acts committed in bad faith or through gross negligence. There shall be no liability between the Trustees for any one Trustee's violation, intentional or non-intentional, of any federal, state and/or local law or ordinance.

Savings Clause: Any terms, conditions, or provisions of this instrument that are declared invalid or unlawful shall not serve to void the entire instrument. Any term, condition or provision of this instrument declared invalid or unlawful shall be considered deleted and reduced with the Trust remaining in full force and effect with all other powers, terms and conditions in effect as allowed by the Louisiana Trust Code and applicable law.

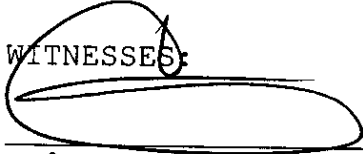
Reliance: Anyone may rely on certified copies of this instrument bearing the mark and certification of the Notary Public and properly certified and marked amendments, as if they were the original. Any parties dealing with Trustees

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may rely on statements of fact certified by Trustees provided those dealings are undertaken in good faith.

THUS SIGNED at Metairie, Louisiana, in the presence of the undersigned Notary Public, qualified in said State and Parish, and the undersigned competent witnesses, who have signed with the appearers after due reading of the whole.

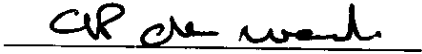
WITNESSES:



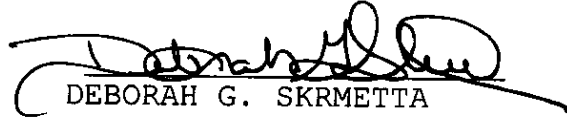
CATE NEWTON



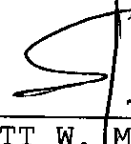
ERIC FREDERICK SKRMETTA
SETTLOR



CATE NEWTON



DEBORAH G. SKRMETTA
Trustee



SCOTT W. MCQUAIG, NOTARY PUBLIC
LSBA#1945.
My Commission Expires at Death

