

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

S C H E D U L E 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 1)\*

CARRIAGE SERVICES, INC.

-----  
(Name of Issuer)

Common Stock, \$0.01 PAR VALUE

-----  
(Title of Class of Securities)

143905107

-----  
(CUSIP Number)

Applewood Associates, L.P.	Copy to:	Stephen A. Cohen, Esq.
68 Wheatley Road		Morrison Cohen Singer & Weinstein, LLP
Brookville, NY 11545		750 Lexington Avenue
Telephone (516) 626-3070		New York, New York 10022
		Telephone (212) 735-8600

-----  
(Name, Address and Telephone Number of Persons  
Authorized to Receive Notices and Communications)

August 8, 1996

-----  
(Date of Event which Requires Filing this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following space .

NOTE: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following page(s))

-----  
(1) Names of Reporting Persons.

S.S. or I.R.S. Identification Nos. of Above Person

Applewood Associates, L.P.

-----  
(2) Check the Appropriate Box if a Member (a) / /  
of a Group\* (b) / /

-----  
(3) SEC Use Only

-----  
(4) Source of Funds\*

WC

-----  
(5) Check if Disclosure of Legal Proceedings is Required

/ /

-----  
(6) Citizenship or Place of Organization

New York

-----  
Number of Shares  
Beneficially Owned  
by Each Reporting  
Person With

(7) Sole Voting Power

4,222,220 shares

8.7%

(Represents 422,222 shares of the Issuer's  
Class B Common Stock which are entitled to  
10 votes per share)

-----  
(8) Shared Voting Power

0 shares

0%

-----  
(9) Sole Dispositive Power

422,222 shares

5.3%

-----  
(10) Shared Dispositive Power

0 shares

0%

-----  
(11) Aggregate Amount Beneficially Owned by Each Reporting Person  
422,222 shares

-----  
(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares\*

/ /

-----  
(13) Percent of Class Represented by Amount in Row (11)

5.3%

-----  
(14) Type of Reporting Person\*

PN

-----  
\*SEE INSTRUCTION BEFORE FILLING OUT!

-----  
 (1) Names of Reporting Persons.  
 S.S. or I.R.S. Identification Nos. of Above Person

Barry Rubenstein

-----  
 (2) Check the Appropriate Box if a Member (a) / /  
 of a Group\* (b) / /

-----  
 (3) SEC Use Only

-----  
 (4) Source of Funds\*

WC, PF

-----  
 (5) Check if Disclosure of Legal Proceedings is Required

/ /

-----  
 (6) Citizenship or Place of Organization

United States

-----  
 Number of Shares  
 Beneficially Owned  
 by Each Reporting  
 Person With

(7) Sole Voting Power  
 0 shares

0%

-----  
 (8) Shared Voting Power  
 4,555,550 shares 9.4%  
 (Represents 455,555 shares of the Issuer's  
 Class B Common Stock which are entitled to  
 10 votes per share)

-----  
 (9) Sole Dispositive Power  
 0 shares

0%

-----  
 (10) Shared Dispositive Power  
 455,555 shares 5.8%

-----  
 (11) Aggregate Amount Beneficially Owned by Each Reporting Person  
 455,555 shares

-----  
 (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares\*

/ /

-----  
 (13) Percent of Class Represented by Amount in Row (11)

5.8%

-----  
 (14) Type of Reporting Person\*

IN

-----  
 \*SEE INSTRUCTION BEFORE FILLING OUT!

-----  
(1) Names of Reporting Persons.

S.S. or I.R.S. Identification Nos. of Above Person

Irwin Lieber

-----  
(2) Check the Appropriate Box if a Member (a) / /  
of a Group\* (b) / /

-----  
(3) SEC Use Only

-----  
(4) Source of Funds\*

WC, PF

-----  
(5) Check if Disclosure of Legal Proceedings is Required

/ /

-----  
(6) Citizenship or Place of Organization

New York

-----  
Number of Shares  
Beneficially Owned  
by Each Reporting  
Person With

(7) Sole Voting Power

333,330 shares

0.7%

(Represents 33,333 shares of the Issuer's  
Class B Common Stock which are entitled to  
10 votes per share)

-----  
(8) Shared Voting Power

4,222,220 shares

8.7%

(Represents 422,222 shares of the Issuer's  
Class B Common Stock which are entitled to  
10 votes per share)

-----  
(9) Sole Dispositive Power

33,333 shares

0.4%

-----  
(10) Shared Dispositive Power

422,222 shares

5.3%

-----  
(11) Aggregate Amount Beneficially Owned by Each Reporting Person

455,555 shares

-----  
(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares\*

/ /

-----  
(13) Percent of Class Represented by Amount in Row (11)

5.8%

-----  
(14) Type of Reporting Person\*

IN

-----  
\*SEE INSTRUCTION BEFORE FILLING OUT!

-----  
(1) Names of Reporting Persons.

S.S. or I.R.S. Identification Nos. of Above Person

Barry Fingerhut  
-----

(2) Check the Appropriate Box if a Member (a) / /  
of a Group\* (b) / /  
-----

(3) SEC Use Only  
-----

(4) Source of Funds\*  
-----

WC, PF  
-----

(5) Check if Disclosure of Legal Proceedings is Required  
-----

/ /  
-----

(6) Citizenship or Place of Organization  
-----

United States  
-----

Number of Shares  
Beneficially Owned  
by Each Reporting  
Person With

(7) Sole Voting Power  
877,590 shares 1.8%  
(Includes 84,259 shares of the Issuer's  
Class B Common Stock which are entitled to  
10 votes per share)  
-----

(8) Shared Voting Power  
4,360,660 shares 9.0%  
(Represents 436,666 shares of the Issuer's  
Class B Common Stock which are entitled to  
10 votes per share)  
-----

(9) Sole Dispositive Power  
119,258 shares 1.5%  
-----

(10) Shared Dispositive Power  
436,666 shares 5.5%  
-----

(11) Aggregate Amount Beneficially Owned by Each Reporting Person  
555,924 shares  
-----

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares\*  
-----

/ /  
-----

(13) Percent of Class Represented by Amount in Row (11)  
-----

7.0%  
-----

(14) Type of Reporting Person\*  
-----

IN  
-----

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\*SEE INSTRUCTION BEFORE FILLING OUT!

-----  
 (1) Names of Reporting Persons.

S.S. or I.R.S. Identification Nos. of Above Person

Applewood Capital Corp.

-----  
 (2) Check the Appropriate Box if a Member  
 of a Group\*

(a) / /  
 (b) / /

-----  
 (3) SEC Use Only

-----  
 (4) Source of Funds\*

WC

-----  
 (5) Check if Disclosure of Legal Proceedings is Required

/ /

-----  
 (6) Citizenship or Place of Organization

New York

-----  
 Number of Shares  
 Beneficially Owned  
 by Each Reporting  
 Person With

(7) Sole Voting Power  
 0 shares

0%

-----  
 (8) Shared Voting Power  
 4,222,220 shares 8.7%  
 (Represents 422,222 shares of the Issuer's  
 Class B Common Stock which are entitled to  
 10 votes per share)

-----  
 (9) Sole Dispositive Power  
 0 shares

0%

-----  
 (10) Shared Dispositive Power  
 422,222 shares 5.3%

-----  
 (11) Aggregate Amount Beneficially Owned by Each Reporting Person  
 422,222 shares

-----  
 (12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares\*

/ /

-----  
 (13) Percent of Class Represented by Amount in Row (11)

5.3%

-----  
 (14) Type of Reporting Person\*

CO

-----  
 \*SEE INSTRUCTION BEFORE FILLING OUT!

(1) Names of Reporting Persons.

S.S. or I.R.S. Identification Nos. of Above Person

Seth Lieber

(2) Check the Appropriate Box if a Member (a) / /  
of a Group\* (b) / /

(3) SEC Use Only

(4) Source of Funds\*

WC, PF

(5) Check if Disclosure of Legal Proceedings is Required

/ /

(6) Citizenship or Place of Organization

United States

Number of Shares  
Beneficially Owned  
by Each Reporting  
Person With

(7) Sole Voting Power

27,770 shares

0%

(Represents 2,777 shares of the Issuer's  
Class B Common Stock which are entitled to  
10 votes per share)

(8) Shared Voting Power

4,222,220 shares

8.7%

(Represents 422,222 shares of the Issuer's  
Class B Common Stock which are entitled to  
10 votes per share)

(9) Sole Dispositive Power

2,777 shares

0%

(10) Shared Dispositive Power

422,222 shares

5.3%

(11) Aggregate Amount Beneficially Owned by Each Reporting Person

424,999 shares

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares\*

/ /

(13) Percent of Class Represented by Amount in Row (11)

5.4%

(14) Type of Reporting Person\*

IN

\*SEE INSTRUCTION BEFORE FILLING OUT!

-----  
(1) Names of Reporting Persons.

S.S. or I.R.S. Identification Nos. of Above Person

Jonathan Lieber

-----  
(2) Check the Appropriate Box if a Member (a) / /  
of a Group\* (b) / /

-----  
(3) SEC Use Only

-----  
(4) Source of Funds\*

WC, PF

-----  
(5) Check if Disclosure of Legal Proceedings is Required

/ /

-----  
(6) Citizenship or Place of Organization

United States

-----  
Number of Shares  
Beneficially Owned  
by Each Reporting  
Person With

(7) Sole Voting Power

33,330 shares

0%

(Represents 3,333 shares of the Issuer's  
Class B Common Stock which are entitled to  
10 votes per share)

-----  
(8) Shared Voting Power

4,222,220 shares

8.7%

(Represents 422,222 shares of the Issuer's  
Class B Common Stock which are entitled to  
10 votes per share)

-----  
(9) Sole Dispositive Power

3,333 shares

0%

-----  
(10) Shared Dispositive Power

422,222 shares

5.3%

-----  
(11) Aggregate Amount Beneficially Owned by Each Reporting Person

425,555 shares

-----  
(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares\*

/ /

-----  
(13) Percent of Class Represented by Amount in Row (11)

5.4%

-----  
(14) Type of Reporting Person\*

IN

-----  
\*SEE INSTRUCTION BEFORE FILLING OUT!



This statement, dated August 8, 1996, constitutes Amendment No. 1 to the Schedule 13D, dated August 8, 1996, regarding the reporting persons' ownership of certain securities of Carriage Services, Inc. (the "Issuer").

The Schedule 13D is hereinafter referred to as the "Schedule". All capitalized terms used herein and otherwise undefined shall have the meanings ascribed thereto in the Schedule.

This Amendment No. 1 to the Schedule is filed in accordance with Rule 13d-2 of the Securities Exchange Act of 1934, as amended, by the reporting persons. It shall refer only to information which has materially changed since the filing of the Schedule.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

(a) The reporting persons have agreed not to transfer any shares of Class A Common Stock or any securities convertible into or exchanged for Class A Common Stock (including Class B Common Stock and Series D Preferred Stock) until February 5, 1997 without the prior written consent of the underwriter. The Issuer has agreed to register up to 4,444,436 shares of Class A Common Stock issuable upon conversion of the Class B Common Stock and has granted certain registration rights to the holders of Series D Preferred Stock. These registration rights have been waived in connection with the IPO.

(b) Pursuant to a voting agreement (the "Voting Agreement") dated effective as of August 8, 1996, Applewood, Barry Rubenstein, Barry Fingerhut and Irwin Lieber (and their respective spouses) and certain other stockholders of the Issuer (the "Stockholders"), have agreed not to (i) transfer, assign, sell, gift, pledge, hypothecate or create any other encumbrance or dispose of any Class A Common Stock, Class B Common Stock or Preferred Stock held by them or acquired by them to any "competitor" (as that term is defined in the Voting Agreement) of the Issuer, without the prior written consent of the holders of at least 80% of Common Stock subject to the terms of the Voting Agreement, or (ii) vote their shares in favor of certain corporate actions of the Issuer unless the Stockholders constituting at least 80% of the votes entitled to be cast on such action are in favor of such action.

(c) Except for the circumstances discussed or referred to in paragraphs (a) and (b) above, there are no contracts, arrangements, understandings, or relationships with respect to the securities of the Issuer among any of the persons reporting in this Schedule 13D.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

EXHIBIT B - Voting Agreement, dated effective as of August 8, 1996, among certain stockholders of the Issuer.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, correct and complete.

APPLEWOOD ASSOCIATES, L.P.

By: /s/ IRWIN LIEBER  
-----  
Irwin Lieber, General Partner

APPLEWOOD CAPITAL CORP.

By: /s/ BARRY RUBENSTEIN  
-----  
Barry Rubenstein, President

/s/ BARRY RUBENSTEIN  
-----  
Barry Rubenstein

/s/ IRWIN LIEBER  
-----  
Irwin Lieber

/s/ BARRY FINGERHUT  
-----  
Barry Fingerhut

/s/ SETH LIEBER  
-----  
Seth Lieber

/s/ JONATHAN LIEBER  
-----  
Jonathan Lieber

Date: December 20 , 1996

ATTENTION: INTENTIONAL MISSTATEMENTS OR OMISSIONS OF FACT CONSTITUTE FEDERAL  
CRIMINAL VIOLATIONS (SEE 18 U.S.C. 1001).

## VOTING AGREEMENT

This Voting Agreement ("Agreement"), dated effective as of August 8, 1996 is among those stockholders of Carriage Service, Inc., a Delaware corporation ("Corporation") whose signatures appear on the signature pages of this Agreement under the caption "Stockholders" (referred to herein individually as a "Stockholder" and collectively as the "Stockholders") and, where applicable, the respective spouses of the Stockholders.

1. INTRODUCTION. The Corporation and the Stockholders believe that it is in the best interests of each, respectively, to restrict transfers of the Stock of the Corporation and adopt certain voting restrictions on shares of the Stock. Accordingly, in consideration of the mutual promises contained herein, and subject to the terms and conditions herein set forth, the parties have entered into this Agreement.

2. CERTAIN DEFINITIONS. As used in this Agreement:

2.1. The Term "Board" means the Board of Directors of the Corporation and any duly authorized committee thereof. All determinations by the Board required pursuant to the terms of this Agreement to be made by the Board shall be binding and conclusive.

2.2. The Term "Competitor" means any person or entity who is engaged in the funeral service, cemetery, crematory or related lines of business that, at the time of any proposed Disposition (or at any time within the twelve-month period preceding the date of the proposed Disposition), has any operations within a 50-mile radius of any locations of the Corporation or its Affiliates; and includes any other person or entity who directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with any such person or entity.

2.3. The term "Disposition" shall mean any direct or indirect transfer, assignment, sale, gift, pledge, hypothecation or other encumbrance, or any other disposition, of Stock (or any interest therein or right thereto) or of all or part of the voting power (other than the granting of a revocable proxy) associated with the Stock (or any interest therein) whatsoever, or any other transfer of beneficial ownership of Stock whether voluntary or involuntary, including, without limitation (a) as part of any liquidation of the Stockholder's assets or (b) as a part of any reorganization of a Stockholder pursuant to the United States or other bankruptcy law or other similar debtor relief laws.

2.4. The term "Stock" means (a) all shares of Class A Common Stock, \$.01 par value, and Class B Common Stock, \$.01 par value, of the Corporation owned by each of the Stockholders on the date hereof, (b) all shares of either Class A or Class B Common Stock hereafter issued by the Corporation to or acquired by any Stockholder, whether in connection with a purchase, issuance, grant, stock split, stock dividend, reorganization, warrant, option, convertible security, right to acquire or otherwise, (c) all shares of preferred stock, \$.01 par value, of the Corporation ("Preferred Stock") owned by each of the Stockholders on the date hereof, and (d) all securities of the Corporation or any other corporation or entity which any Stockholder acquires in respect of his, her or its shares of either Class A or Class B Common Stock in connection with any exchange, merger, recapitalization, consolidation, reorganization or other transaction to which the Corporation is a party. All references herein to Stock owned by a Stockholder include the community interest or similar marital property interest, if any, of the spouse of such Stockholder in such Stock.

3. DISPOSITIONS TO COMPETITORS. Notwithstanding anything in this Agreement to the contrary, no Stockholder shall, without the prior written consent of Stockholders holding Stock constituting at least 80% of the votes of all Stock subject to this Agreement, make any Disposition to any Competitor. Any Disposition in violation of this Section 3 shall be null and void. If such Stockholders approve any such Disposition, then all of the provisions of this Agreement (including this Section 3) shall apply to any subsequent transaction by the transferee of such Stock or any interests therein (except as expressly excluded by the other terms in this Agreement).

4. VOTING RESTRICTIONS. The Stockholders agree that no Stockholder shall vote its shares of Stock (or any other securities of the Corporation having voting rights) in favor of any of the following actions unless Stockholders holding Stock constituting at least 80% of the votes entitled to be cast on such action are in favor of such action:

(a) a merger, consolidation or other similar corporate action involving the Corporation or one of its Subsidiaries, on the one hand, and a Competitor on the other other hand, other than in connection with acquisitions of funeral homes or cemeteries by the Corporation that are structured as mergers or consolidations wherein the Corporation is the surviving entity or owns more than 50% of the surviving entity's capital stock;

(b) the sale, lease, exchange or other disposition of all or substantially all of the assets and properties of the Corporation and its Subsidiaries to a Competitor; or

(c) any amendment to Article V, VI or VII of the Company's Amended and Restated Certificate of Incorporation.

#### 5. MISCELLANEOUS PROVISIONS.

5.1. The Corporation shall pay all expenses incident to the negotiation (prior to its execution) and preparation of this Agreement including fees to legal counsel.

5.2. This Agreement shall be construed by, subject to and governed in accordance with the internal laws of the State of Delaware without giving effect to conflict-of-laws or other principles which may result in the application of laws other than the internal laws of the State of Delaware.

5.3. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

5.4. This Agreement shall be binding upon the Corporation, the Stockholders, any spouses of the Stockholders, and their respective heirs, executors, administrators and permitted successors and assigns.

5.5. This Agreement may be amended or waived from time to time by an instrument in writing signed by the Corporation and Stockholders holding Stock constituting at least

80% of the votes of all Stock subject to this Agreement at the time of such amendment, and such instrument shall be designated on its face as an "Amendment" to this Agreement; PROVIDED, HOWEVER, that any amendment which has the effect of making the restrictions on the disposition of Stock materially more onerous shall require the vote of all Stockholders affected by such amendment; and PROVIDED, FURTHER, that this Agreement may be amended by the Corporation without the consent of any Stockholder to cure any ambiguity or to cure, correct or supplement any defective provisions contained herein, or to make any other provision with respect to matters or questions hereunder as the Corporation may deem necessary or advisable; PROVIDED that such action shall not affect adversely the interest of any Stockholder.

5.6. This Agreement shall terminate automatically upon the earlier of (a) the dissolution of the Corporation, (b) the occurrence of any event which reduces the number of Stockholders to one in accordance with the terms hereof, (c) the written approval of Stockholders holding Stock constituting at least 80% of the votes of all Stock subject to this Agreement, or (d) ten years from the date of this Agreement.

5.7. Any Stockholder who disposes of all his Stock in conformity with the terms hereof shall cease to be a party to this Agreement and shall have no further rights or obligations hereunder.

5.8. The spouses of the individual Stockholders are fully aware of, understand and fully consent and agree to the provisions of this Agreement and its binding effect upon any community property interests or similar marital property interests in the Stock they may now or hereafter own, and agree that the termination of their marital relationship with any Stockholder for any reason shall not have the effect of removing any Stock of the Corporation otherwise subject to this Agreement from the coverage hereof and that their awareness, understanding, consent and agreement are evidenced by their signing this Agreement.

5.9. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all of which counterparts taken together shall constitute one and the same instrument.

5.10. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remaining provisions.

5.11. This Agreement sets forth the entire agreement of the parties hereto as to the subject matter hereof and supersedes all previous agreements among all or some of the parties hereto, whether written, oral or otherwise. Without limiting the generality of the foregoing, the Stockholders agree that this Agreement shall replace and supersede the Stockholders Agreement dated September 25, 1995 (together with the Voting Agreement of even date herewith among the Stockholders and certain holders of the Corporation's Series C Preferred Stock and options to purchase Stock), which shall be deemed terminated effective as of the effective date of this Agreement.

5.12. No person or entity not a party to this Agreement shall have rights under this Agreement, as a third party beneficiary or otherwise.

5.13. If, and as often as, there are any changes in the Stock by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions hereof, as may be required, so that the rights, privileges, duties and obligations hereunder shall continue with respect to the Stock as so changed.

This Agreement is executed by each Stockholder and spouse of a Stockholder to be effective as of the date first above written.

STOCKHOLDERS

/s/ C. BYRON SNYDER

-----  
C. Byron Snyder, individually and as  
General Partner of the 1996 Snyder  
Family Partnership, Ltd.

/s/ MARTHANNE G. SNYDER

-----  
Marthanne G. Snyder, Spouse

/s/ MELVIN C. PAYNE

-----  
Melvin C. Payne, individually and as  
General Partner of the 1996 Payne  
Family Partnership, Ltd.

/s/ KAREN P. PAYNE

-----  
Karen P. Payne, Spouse

/s/ MARK W. DUFFEY

-----  
Mark W. Duffy, individually and as  
Trustee of the Melvin C. Payne 1996  
Trust and the Karen P. Payne 1996  
Trust

/s/ CINDY C. DUFFEY

-----  
Cindy C. Duffey, Spouse

/s/ REID A. MILLARD

-----  
Reid A. Millard

APPLEWOOD ASSOCIATES, L.P.

By: /s/ BARRY K. FINGERHUT

-----  
Barry K. Fingerhut, General Partner

/s/ BARRY K. FINGERHUT

-----  
Barry K. Fingerhut

/s/ JONATHAN LIEBER

-----  
Jonathan Lieber

/s/ [illegible] FINGERHUT

-----  
Spouse

/s/ CAROL ROSE LIEBER

-----  
Spouse

/s/ IRWIN LIEBER

-----  
Irwin Lieber

/s/ HANNAH C. STONE

-----  
Hannah C. Stone

/s/ Madeline Lieber

-----  
Spouse

----

-----  
Spouse

/s/ MICHAEL J. MAROCCO

-----  
Michael J. Marocco

/s/ SETH LIEBER

-----  
Seth Lieber

/s/ [illegible] J. MAROCCO

-----  
Spouse

----

-----  
Spouse

LONGBOAT KEY ASSOCIATES

By: /s/ Barry K. Fingerhut

-----  
Barry K. Fingerhut, General Partner

WOODLAND AND PARTNERS

By: /s/ BARRY RUBENSTEIN

-----  
Barry Rubenstein, General Partner



/s/ STUART W. STEDMAN  
-----  
Stuart W. Stedman

Betty Ann Stedman Trust

By: /s/ [illegible]  
-----  
Trustee

/s/ ELIZA F. STEDMAN  
-----  
Eliza F. Stedman

By: /s/ [illegible]  
-----  
Trustee

/s/ BETTY ANN STEDMAN  
-----  
Betty Ann Stedman

By: /s/ [illegible]  
-----  
Trustee

Wesley West Descendants Trust

/s/ CLARE STEDMAN  
-----  
Clare Stedman

By: /s/ [illegible]  
-----  
Trustee

/s/ LYNN STEDMAN MEAGHER  
-----  
Lynn Stedman Meagher

By: /s/ BETTY ANN WEST STEDMAN  
-----  
Trustee

Courtney Lynn Meagher Trust

Evan Everett Meagher 1989 Trust  
  
By: /s/ [illegible]  
-----  
Trustee

By: /s/ [illegible]  
-----  
Trustee

By: /s/ [illegible]  
-----  
Trustee

Wesley West Stedman 1987 Trust

By: /s/ BETTY ANN WEST STEDMAN  
-----  
Trustee