

**THE**   
**DYNASTY TRUST**

**April 25, 2016**

PREPARED BY  
**MATSEN & MILLER, PLLC**  
4000 LEGATO ROAD, SUITE 1100  
FAIRFAX, VIRGINIA 22033

Copyright © 2016 Matsen & Miller, PLLC

# The [REDACTED] Dynasty Trust Table of Contents

<b>Article One</b>	<b>Establishing the Trust.....</b>	<b>1</b>
Section 1.01	Identifying My Trust.....	1
Section 1.02	Reliance by Third Parties.....	1
Section 1.03	Purpose of This Trust.....	2
Section 1.04	Transfers to the Trust.....	2
Section 1.05	Grantor Trust Provision .....	2
<b>Article Two</b>	<b>My Family .....</b>	<b>2</b>
<b>Article Three</b>	<b>Trustee Succession and Trust Protector Provisions .....</b>	<b>3</b>
Section 3.01	Resignation of a Trustee .....	3
Section 3.02	Trustee Succession During My Lifetime .....	3
Section 3.03	Trustee Succession Following My Death .....	4
Section 3.04	Notice of Removal and Appointment .....	5
Section 3.05	Rights and Obligations of Successor Trustees.....	5
Section 3.06	Provisions for Trust Protector.....	5
<b>Article Four</b>	<b>Upon the Death of the Grantor .....</b>	<b>7</b>
Section 4.01	My Trust Becomes Irrevocable.....	7
Section 4.02	Payment of Expenses and Taxes.....	7
Section 4.03	Restrictions on Certain Payments from Retirement Plans .....	7
Section 4.04	Excluding Life Insurance Proceeds from Creditors.....	8
Section 4.05	Payment of Death Taxes .....	8
<b>Article Five</b>	<b>Distributions upon the Legal Death of the Grantor .....</b>	<b>8</b>
<b>Article Six</b>	<b>Beneficiary.....</b>	<b>9</b>
<b>Article Seven</b>	<b>Trust Administration .....</b>	<b>9</b>
Section 7.01	Trust Decanting; Power to Appoint in Further Trust.....	9
Section 7.02	No Court Proceedings.....	9
Section 7.03	No Bond .....	10
Section 7.04	Exoneration of My Trustee .....	10
Section 7.05	Limitations on Trustee Liability .....	10
Section 7.06	Trustee Compensation .....	11

Section 7.07	Employment of Professionals .....	11
Section 7.08	Collection of Proceeds after the Death of an Insured .....	12
Section 7.09	Insurance Carrier Protected in Dealing with The Trustee.....	12
Section 7.10	Determination of Principal and Income .....	12
Section 7.11	Trust Accounting .....	13
Section 7.12	Action of Trustees and Delegation of Trustee Authority.....	13
Section 7.13	Trustee May Disclaim or Release Any Power .....	14
Section 7.14	Trustee May Execute a Power of Attorney .....	14
Section 7.15	Additions to Separate Trusts .....	14
Section 7.16	Authority to Merge or Sever Trusts .....	14
Section 7.17	Authority to Terminate Trusts .....	15
Section 7.18	Merger of Corporate Fiduciary .....	15
<b>Article Eight</b>	<b>My Trustee’s Powers.....</b>	<b>15</b>
Section 8.01	Introduction to Trustee’s Powers .....	15
Section 8.02	Execution of Documents by My Trustee .....	15
Section 8.03	Powers of MEMBERS Trust Company Regarding Affiliates .....	16
Section 8.04	Acceptance of Real Estate .....	16
Section 8.05	Power of the Trustee to Delegate.....	16
Section 8.06	Power of the Trustee to Resign.....	16
Section 8.07	Trustee’s Accounting .....	17
Section 8.08	Trustee Investment Powers .....	17
Section 8.09	Indemnification of MEMBERS Trust Company as Successor Trustee.....	17
Section 8.10	Investment Powers in General .....	18
Section 8.11	Banking Powers .....	18
Section 8.12	Business Powers.....	18
Section 8.13	Contract Powers .....	19
Section 8.14	Common Investments .....	19
Section 8.15	Environmental Powers .....	19
Section 8.16	Insurance Powers .....	20
Section 8.17	Loans and Borrowing Powers .....	20
Section 8.18	Nominee Powers .....	21
Section 8.19	Payment of Property Taxes and Expenses .....	21
Section 8.20	Purchase of Assets from and Loans to My Probate Estate.....	21
Section 8.21	Real Estate Powers.....	21
Section 8.22	Residences and Tangible Personal Property .....	21
Section 8.23	Digital Assets .....	22
Section 8.24	Retention and Abandonment of Trust Property .....	22
Section 8.25	Securities and Brokerage Powers.....	23
Section 8.26	Settlement Powers.....	23
Section 8.27	Limitation on My Trustee’s Powers .....	23

<b>Article Nine</b>	<b>General Provisions.....</b>	<b>24</b>
Section 9.01	Maximum Term for Trusts.....	24
Section 9.02	Spendthrift Provision .....	24
Section 9.03	Contest Provision.....	24
Section 9.04	Changing the Governing Law and Situs of Administration .....	25
Section 9.05	Definitions.....	26
Section 9.06	General Provisions and Rules of Construction .....	30

# The [REDACTED] Dynasty Trust

## Article One Establishing the Trust

The date of this Trust Agreement is April 25, 2016. The parties to the agreement are [REDACTED] [REDACTED] (the “Grantor”) and [REDACTED] (my “Trustee”).

I intend that this agreement create a valid trust under the laws of Virginia while I am alive and under the laws of Delaware in which any trust created under this agreement will be administered after those trusts are established. The terms of this trust agreement prevail over any provision of Virginia law, except those provisions that are mandatory and may not be waived.

I may not serve as Trustee of any trust created under this agreement at any time.

### Section 1.01 Identifying My Trust

My trust may be referred to as “[REDACTED], Trustee of the [REDACTED] Dynasty Trust dated April 25, 2016.”

For the purpose of transferring property to my trust, or identifying my trust in any beneficiary or pay-on-death designation, any description referring to my trust will be effective if it reasonably identifies my trust. Any description that contains the date of my trust, the name of at least one initial or successor Trustee and an indication that my Trustee is holding the trust property in a fiduciary capacity will be sufficient to reasonably identify my trust.

### Section 1.02 Reliance by Third Parties

From time to time, third parties may require documentation to verify the existence of this agreement, or particular provisions of it, such as the name or names of my Trustee or the powers held by my Trustee. To protect the confidentiality of this agreement, my Trustee may use an affidavit or a certification of trust that identifies my Trustee and sets forth the authority of my Trustee to transact business on behalf of my trust in lieu of providing a copy of this agreement. The affidavit or certification may include pertinent pages from this agreement, such as title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by my Trustee with respect to the representations contained in the affidavit or certification of trust. A third party relying upon an affidavit or certification of trust shall be exonerated from any liability for actions the third party takes or fails to take in reliance upon the representations contained in the affidavit or certification of trust.

A third party dealing with my Trustee shall not be required to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application of funds or other property received by my Trustee. The receipt from my Trustee for any money or property paid, transferred or delivered to my Trustee will be a sufficient discharge to the person or persons paying, transferring or delivering the money or property from all liability in connection with its

application. A written statement by my Trustee is conclusive evidence of my Trustee's authority. Third parties are not liable for any loss resulting from their reliance on a written statement by my Trustee asserting my Trustee's authority or seeking to effectuate a transfer of property to or from the trust.

### **Section 1.03 Purpose of This Trust**

This purpose of this Trust is for me to be placed in Biostasis via Cryopreservation at Alcor Life Extension Foundation. My Biostasis shall continue until I am revived successfully in good health and of sound mind to a condition as will allow me to be considered legally alive, functional, and independent (i.e., "Revival"). It is my intent in creating this Trust Agreement that the primary purpose of the Trust is to provide for the management and long term growth of the Trust assets upon my legal death and until my Revival, and to return control of the Trust assets to me upon my Revival

### **Section 1.04 Transfers to the Trust**

I transfer to my Trustee the property listed in Schedule A, attached to this agreement, to be held on the terms and conditions set forth in this instrument. I retain no right, title or interest in the income or principal of this trust or any other incident of ownership in any trust property.

By execution of this agreement, my Trustee accepts and agrees to hold the trust property described on Schedule A. All property, including life insurance policies, transferred to my trust after the date of this agreement must be acceptable to my Trustee. My Trustee may refuse to accept any property. My Trustee shall hold, administer and dispose of all trust property accepted by my Trustee for the benefit of my beneficiaries in accordance with the terms of this agreement.

### **Section 1.05 Grantor Trust Provision**

During my lifetime this trust will be considered a Grantor Trust, the Taxpayer Identification Number of this trust will be my Social Security number, in accordance with Treasury Regulation Section 301.6109-1(a)

## **Article Two My Family**

I have [REDACTED]. They are:

[REDACTED], born on [REDACTED];

[REDACTED], born on [REDACTED]; and

[REDACTED], born on [REDACTED].

All references in this agreement to "[REDACTED]" are references to these [REDACTED].

[REDACTED] and [REDACTED] are my wife's [REDACTED]; however, for the purposes of this agreement, they are to be included in references to [REDACTED].

References in this agreement to “my descendants” refer to [REDACTED] and their descendants.  
The beneficiaries of my trust are my descendants.

## **Article Three**

### **Trustee Succession and Trust Protector Provisions**

#### **Section 3.01 Resignation of a Trustee**

A Trustee may resign by giving written notice to me. If I am incapacitated or deceased, a resigning Trustee shall give written notice to the Income Beneficiaries of the trust and to any other then-serving Trustee.

Upon the resignation of [REDACTED] or [REDACTED] as Trustee, the resigning Trustee may, concurrent with the written notice described above, appoint the resigning Trustee’s successor as Trustee in the manner set forth in Section 3.04. If the resigning Trustee fails to make the appointment, the other provisions of this Article regarding Trustee succession upon incapacity or death (as the case may be) shall govern, and the next named successor or successors to the resigning Trustee will serve in the order listed. Likewise, if no named successors to the resigning Trustees are available to serve and the resigning Trustee fails to designate a successor, the other provisions of this Article regarding the filling of a vacant Trustee office shall govern.

#### **Section 3.02 Trustee Succession During My Lifetime**

This section governs the removal and replacement of Trustees while I am alive.

##### **(a) Removal and Replacement by Me**

I may remove any Trustee, with or without cause, provided I appoint an individual or corporate successor Trustee that simultaneously commences service as Trustee and that is not related or subordinate to me within the meaning of Section 672(c) of the Internal Revenue Code.

##### **(b) Appointment of Successor Trustees**

If I am alive, but incapacitated and unable to serve, I name the following, in the order named, to serve as successor Trustee:

[REDACTED];

[REDACTED];

[REDACTED]; and then

*MEMBERS Trust Company, FSB, a federally chartered thrift, Trustee, located at Navy Federal Financial Group in Vienna, Virginia.*

### **Section 3.03 Trustee Succession Following My Death**

This Section governs the removal and replacement of Trustees after my death.

#### **(a) Appointment of Successor Trustee**

Upon my death, I appoint MEMBERS Trust Company, FSB, *a federally chartered thrift, Trustee, located at Navy Federal Financial Group in Vienna, Virginia* to serve as successor Trustee and replace any then serving Trustee.

#### **(b) Removal of a Trustee**

A Trustee may be removed only for cause, which removal must be approved by a court of competent jurisdiction upon the petition of any beneficiary.

In no event does the court petitioned to approve the removal of a Trustee acquire any jurisdiction over the trust except to the extent necessary to approve or disapprove removal of a Trustee.

If a beneficiary is a minor or is incapacitated, the parent or Legal Representative of the beneficiary may act on behalf of the beneficiary.

#### **(c) Default of Designation**

If the office of Trustee of a trust created under this agreement is vacant and no designated successor Trustee is able and willing to act as Trustee, the Primary Beneficiary of that Trust may appoint an individual or corporate fiduciary to serve as successor Trustee.

If the office of Investment Trustee of a trust created under this agreement is vacant and no designated successor Investment Trustee is able and willing to act as Trustee, the Primary Beneficiary of the trust may appoint an individual or corporate fiduciary that is not related or subordinate to any beneficiary of the trust within the meaning of Section 672(c) of the Internal Revenue Code as successor Investment Trustee.

Any beneficiary or the beneficiary's Legal Representative may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy remaining unfilled after a period of 30 days. By making the appointment, the court does not thereby acquire any jurisdiction over the trust, except to the extent necessary for making the appointment.

If a beneficiary is a minor or is incapacitated, the parent or Legal Representative of the beneficiary may act on behalf of the beneficiary.

In the event of a Trustee vacancy due to resignation, however, and where the Trustee is one of the Trustees identified in Section 3.01, the foregoing provisions apply only if the resigning Trustee fails to appoint a successor Trustee in the manner more fully set forth in Section 3.01.

### **Section 3.04 Notice of Removal and Appointment**

Notice of removal must be in writing and delivered to the Trustee being removed, along with any other then-serving Trustees. The notice of removal will be effective in accordance with its provisions.

Notice of appointment must also be in writing and delivered to the successor Trustee and any other then-serving Trustees. The appointment will become effective at the time of acceptance by the successor Trustee. A copy of the notice should be attached to this agreement.

### **Section 3.05 Rights and Obligations of Successor Trustees**

Each successor Trustee serving under this agreement, whether corporate or individual, will have all of the title, rights, powers and privileges granted to the initial Trustee named under this agreement. In addition, each successor Trustee is subject to all of the restrictions imposed upon, as well as all obligations and duties, both discretionary and ministerial, given to the initial Trustee named under this agreement.

### **Section 3.06 Provisions for Trust Protector**

The function of the Trust Protector is to direct my Trustee in matters concerning the trust, and to assist, if needed, in achieving my objectives as manifested by the other provisions of my estate plan.

Any Trust Protector named or appointed under this Section must be a corporate fiduciary or an individual who is not related or subordinate to me while I am still living, or to any beneficiary within the meaning of Internal Revenue Code Section 672(c). Notwithstanding any provision that may seem to the contrary, a Trust Protector shall only act during the period of the incapacity of or after my death.

#### **(a) Designation of Trust Protector**

I appoint [REDACTED], [REDACTED] and [REDACTED] to serve in the order named as Trust Protectors of this trust, or any trust created under this instrument.

#### **(b) Resignation of Trust Protector**

A Trust Protector may resign by giving notice to me. If I am incapacitated or deceased, a resigning Trust Protector must give notice to the successor Trust Protector and the serving Trustee.

A Trust Protector's resignation takes effect on the date set forth in the notice, but never earlier than 30 days after the date of delivery of the resignation notice, unless an earlier effective date is agreed to by me and by the Trustee. A resigning Trust Protector will not be liable or responsible for the act of any successor Trust Protector.

**(c) Removal and Replacement by the Grantor**

While I am living, I may remove any Trust Protector at any time, with or without cause. If a Trust Protector is removed, resigns, or cannot continue to serve for any reason while I am alive, I may appoint a successor Trust Protector.

**(d) Authority of my Trust Protector to Appoint a Successor Trust Protector**

Any Trust Protector, including successor Trust Protectors, may appoint a successor Trust Protector in writing. The appointment of a successor will take effect upon the death, resignation, or incapacity of the appointing Trust Protector. If I have named a successor Trust Protector, the appointment of a successor Trust Protector under this Subsection will take effect only if all Trust Protectors that I have named fail to qualify or cease to act.

**(e) Default of a Designated Trust Protector**

If the office of Trust Protector for a trust is vacant and no effectively named successor Trust Protector exists, the serving Trustee may petition a court of competent jurisdiction to appoint a successor Trust Protector to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

**(f) Rights of Successor Trust Protectors**

A successor Trust Protector has all of the authority of any predecessor Trust Protector, but will not be responsible for its predecessor's acts, omissions, or forbearances.

**(g) Good Faith Standard Imposed**

My Trust Protector is not liable for any action taken in good faith. My Trust Protector is not liable for any act, omission, or forbearance. My Trust Protector must be reimbursed promptly for any costs incurred in defending or settling any claim brought against it in its capacity as Trust Protector, unless it is conclusively established that the act, omission, or forbearance was motivated by an actual intent to harm the trust beneficiaries or was an act of self-dealing for personal benefit.

**(h) Not a General Power of Appointment**

My Trust Protector may not participate in the exercise of a power or discretion conferred under this instrument that would cause my Trust Protector to possess a general power of appointment within the meaning of Internal Revenue Code Sections 2041 and 2514. Specifically, my Trust Protector may not use these powers for his or her personal benefit, nor for the discharge of his or her financial obligations.

**(i) Release of Powers**

Acting on behalf of it and all successor Trust Protectors, my Trust Protector may irrevocably release, renounce, suspend, or reduce any or all powers and discretions conferred on my Trust Protector by this instrument by a written instrument delivered to my Trustee.

**(j) Right to Examine**

The books and records of each trust created under this instrument, including all documentation, inventories, and accountings, must be open and available for inspection by my Trust Protector at all reasonable times

**Article Four  
Upon the Death of the Grantor**

**Section 4.01 My Trust Becomes Irrevocable**

After my death, my trust is irrevocable and my Social Security number may no longer be used to identify the trust. My Trustee may need to apply for a separate Taxpayer Identification Number for the trust.

**Section 4.02 Payment of Expenses and Taxes**

My Trustee may pay from the trust property:

- expenses of my last illness, funeral, and burial or cremation, including expenses of memorials and memorial services;
- legally enforceable claims against me or my estate;
- expenses of administering the trust and my estate; and
- court-ordered allowances for those dependent upon me.

These payments are discretionary with my Trustee. My Trustee may make decisions on these payments without regard to any limitation on payment of the expenses and may make payments without any court's approval. No third party may enforce any claim or right to payment against the trust by virtue of this discretionary authority.

If payment would decrease the federal estate tax charitable deduction available to my estate, my Trustee may not pay any administrative expenses from assets passing to an organization that qualifies for the federal estate tax charitable deduction.

**Section 4.03 Restrictions on Certain Payments from Retirement Plans**

The term *designation date* means September 30 of the calendar year following the year of my death, or another date as established by Treasury Regulations or other tax law authority as the

final date for determining whether this trust meets the requirements for treatment of the trust's oldest beneficiary as if the beneficiary was named individually as beneficiary of any qualified retirement plan payable to this trust.

Notwithstanding any other provision of this trust or state law to the contrary, my Trustee may not distribute any qualified retirement benefit payable to a trust created under this trust to or for the benefit of my estate, any charity, or any beneficiary other than an individual, on or after the *designation date*. My intent is that all qualified retirement benefits held by or payable to this trust on or after the designation date be distributed to or held only for individual beneficiaries, within the meaning of Internal Revenue Code Section 401(a)(9).

Qualified retirement benefits payable to the trust may not be used or applied on or after the designation date for payment of my debts, taxes, expenses of administration, or other claims against my estate, or for payment of estate, inheritance, or similar transfer taxes due because of my death, other than those directly attributable to and the legal obligation of a particular qualified retirement plan. This Section does not apply to any bequest or expense that is specifically directed to be funded with qualified retirement benefits.

#### **Section 4.04 Excluding Life Insurance Proceeds from Creditors**

Despite anything to the contrary in this instrument, any life insurance proceeds payable to the Trustee under this instrument must never be or become part of my probate or testamentary estate. Nothing in this instrument directs that these life insurance proceeds be used to pay my debts or expenses.

#### **Section 4.05 Payment of Death Taxes**

For the purposes of this Article, the term *death taxes* refers to any taxes imposed by reason of my death by federal, state, or local authorities, including estate, inheritance, and gift. For purposes of this Section, *death taxes* does not include any additional estate tax imposed by Internal Revenue Code Section 2031(c)(5)(C), Section 2032A(c), or Section 2057(f), or any other comparable recapture tax imposed by any taxing authority.

Except as otherwise specified in this Article or elsewhere in this trust, my Trustee shall apportion death taxes as provided under the laws of Virginia in effect on the date of my death.

## **Article Five Distributions upon the Legal Death of the Grantor**

Upon the death of the Grantor the assets in this Trust, and the assets to which this Trust is the beneficiary, are to be invested in such a way that it will provide funds to pay for my Biostasis via Cryopreservation at Alcor Life Extension Foundation until such time that the technology exists to successfully revive me in good health and of sound mind to a condition as will allow me to be considered legally alive, functional, and independent. It is unknown how long that period of time is going to be. Therefore, the Investment Trustee must take considerable care to ensure the assets in this trust last in perpetuity.

## **Article Six Beneficiary**

The beneficiary of this trust is [REDACTED] when he is legally alive, functional, and independent.

## **Article Seven Trust Administration**

### **Section 7.01 Trust Decanting; Power to Appoint in Further Trust**

Whenever an Independent Trustee may distribute assets to or for the benefit of a beneficiary, my Trustee may appoint the property subject to my Trustee's power of distribution in trust for the benefit of one or more beneficiaries of any trust created under this instrument under the terms established by the Independent Trustee. Any trust established by the Independent Trustee and funded by the exercise of the power granted under this Section must meet these requirements:

the trust must not reduce any fixed income, annuity, or unitrust right provided by this trust instrument to any beneficiary;

the trust must provide for one or more of the beneficiaries of a trust created under this instrument; and

the interests of remainder beneficiaries of the trust created under this instrument must not be accelerated under the terms of the new trust.

An Independent Trustee may not use the powers granted under this Section to extend the term of the new trust beyond the period of perpetuities provided under the governing law of this instrument.

Any trust created under this provision must not contain any provision that, if applicable, would cause the trust to fail to qualify for the marital deduction or charitable deduction, fail to qualify any gift to the trust for any gift, estate, or generation-skipping transfer annual exclusion, or disqualify the trust as a qualified subchapter S corporation shareholder.

If any beneficiary holds a presently exercisable right to withdraw property from this trust, that right may not be defeated by the exercise of the Independent Trustee's powers granted under this Section.

### **Section 7.02 No Court Proceedings**

My Trustee shall administer this trust with efficiency, with attention to the provisions of this trust, and with freedom from judicial intervention. If my Trustee or another interested party institutes a legal proceeding, the court will acquire jurisdiction only to the extent necessary for that proceeding. Any proceeding to seek instructions or a court determination may only be initiated in the court with original jurisdiction over matters relating to the construction and administration of trusts. Seeking instructions or a court determination is not to be construed as subjecting this trust to the court's continuing jurisdiction.

I request that any questions or disputes that arise during the administration of this trust be resolved by mediation and, if necessary, arbitration in accordance with the Uniform Arbitration Act. Each interested party involved in the dispute, including any Trustee involved, may select an arbiter and, if necessary to establish a majority decision, these arbiters may select an additional arbiter. The decision of a majority of the arbiters selected will control with respect to the matter.

### **Section 7.03 No Bond**

My Trustee is not required to furnish any bond for the faithful performance of the Trustee's duties unless required by a court of competent jurisdiction, and only if the court finds that a bond is needed to protect the beneficiaries' interests. No surety will be required on any bond required by any law or court rule, unless the court specifies its necessity.

### **Section 7.04 Exoneration of My Trustee**

No successor Trustee is obligated to examine the accounts, records, or actions of any previous Trustee. No successor Trustee may be held responsible for any act, omission, or forbearance by any previous Trustee.

Any Trustee may obtain written agreements from the beneficiaries or their Legal Representatives releasing and indemnifying the Trustee from any liability that may have arisen from the Trustee's acts, omissions, or forbearances. If acquired from all the trust's living beneficiaries or their Legal Representatives, any agreement is conclusive and binding on all parties, born or unborn, who may have or who may later acquire an interest in the trust.

My Trustee may require a refunding agreement before making any distribution or allocation of trust income or principal, and may withhold distribution or allocation pending determination or release of a tax or other lien.

### **Section 7.05 Limitations on Trustee Liability**

I recognize that some persons or institutions may be reluctant to serve as Trustee because of a concern about potential liability. Therefore, I direct that any individual or corporate fiduciary that serves as my Trustee will not incur any liability by reason of any error of judgment, mistake of law, or action or inaction of any kind in connection with the administration of any trust created under this trust, unless my Trustee's decision is shown by clear and convincing evidence to have been made in bad faith.

Any individual or corporate fiduciary currently serving as my Trustee may expend any portion of the trust assets to defend any claim brought against the Trustee, even if the Trustee's defense costs would exhaust the trust's value, unless the Trustee is shown to have acted in bad faith by clear and convincing evidence.

Any individual or corporate fiduciary that formerly served as my Trustee is entitled to reimbursement from the trust estate for any expenses, including attorney's fees and litigation costs reasonably incurred to defend any claim brought against the Trustee even if the Trustee's defense costs would exhaust the trust's value, unless the Trustee is shown to have acted in bad faith by clear and convincing evidence.

In addition, a Trustee will not be held liable for any act or decision as to:

tax matters, if the Trustee relied upon tax counsel's advice;

legal matters, if the Trustee relied upon legal counsel's advice;

life insurance matters, if the Trustee relied upon a life insurance underwriter's advice;

general insurance matters, if the Trustee relied upon a licensed insurance advisor's advice; and

valuation matters, if the Trustee relied upon a Qualified Appraiser's valuation opinion or report.

A Trustee will not be held liable to the trust or to any trust beneficiary for any act or decision if the Trustee did not realize an economic benefit or personal gain from the transaction, action, or decision, unless clear and convincing evidence shows willful neglect, willful misconduct, or bad faith.

A Trustee is not liable for any loss to the trust or to the trust beneficiaries for any decision to invest any part of the trust property in a partnership, limited partnership, limited liability company, or other entity that provides additional protection of the trust's assets or that provides for the convenient management of jointly owned family property. This includes property held by one or more trusts for my family members, even if restrictions on transfer and liquidation may cause the ownership interest to have a fair market value that is less than that of the assets contributed to the entity, or if the lack of control over the interests (or lack of diversification of investments as a result of being transferred to the entity) has an adverse impact on the asset's value.

### **Section 7.06 Trustee Compensation**

An individual serving as Trustee is entitled to fair and reasonable compensation for the services provided as a fiduciary. A corporate fiduciary serving as Trustee will be compensated by agreement between an individual serving as Trustee and the corporate fiduciary. In the absence of an individual Trustee or an agreement, a corporate fiduciary will be compensated in accordance with the corporate fiduciary's current published fee schedule.

A Trustee may charge additional fees for services provided that are beyond the ordinary scope of duties, such as fees for legal services, tax return preparation, and corporate finance or investment banking services.

In addition to receiving compensation, a Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out the Trustee's duties under this trust.

### **Section 7.07 Employment of Professionals**

My Trustee may appoint, employ, and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, advisors, agents, and employees to advise or assist in the performance of my Trustee's duties. My Trustee may act on the recommendations of the persons or entities employed, with or without independent investigation.

My Trustee may reasonably compensate an individual or entity employed to assist or advise my Trustee, regardless of any other relationship existing between the individual or entity and my Trustee.

My Trustee may compensate providers of contracted services at the usual rate out of the trust's income or principal, as my Trustee deems advisable. My Trustee may compensate an individual or entity employed to assist or advise my Trustee without diminishing the compensation the Trustee is entitled to under this trust. A Trustee who is a partner, stockholder, officer, director, or corporate affiliate in any entity employed to assist or advise my Trustee may still receive the Trustee's share of the compensation paid to the entity.

#### **Section 7.08 Collection of Proceeds after the Death of an Insured**

After the death of an insured under any policy of life insurance forming a part of the trust principal, my Trustee shall make a reasonable effort to collect all amounts payable directly to my Trustee or the trust. My Trustee may exercise any of the settlement options available to my Trustee under the policy's terms. My Trustee will not be liable to any beneficiary for the settlement option ultimately selected.

My Trustee may refuse to enter into or maintain any proceeding, administrative or otherwise, with respect to any life insurance policy, until my Trustee has been satisfactorily indemnified against all expenses and liabilities that my Trustee believes may be involved in the proceeding.

My Trustee may compromise and adjust claims arising out of any insurance policy upon the terms and conditions as my Trustee determines prudent. My Trustee's decisions are conclusive on all persons.

#### **Section 7.09 Insurance Carrier Protected in Dealing with The Trustee**

An insurance carrier may presume that my Trustee is properly exercising its powers as Trustee under this trust at all times. The insurance provider and its agents are not required to examine any of the provisions of this trust to determine if my Trustee has the power to act or is properly exercising its power, or to verify my Trustee's management of any proceeds paid to my Trustee.

My Trustee's receipt of the insurance proceeds will relieve the insurance carrier of any further liability with respect to payment of the proceeds.

#### **Section 7.10 Determination of Principal and Income**

The rights among beneficiaries in matters concerning principal and income are to be determined in accordance with the applicable state's Uniform Principal and Income Act. If the applicable state's Uniform Principal and Income Act does not contain a provision concerning a particular item, my Trustee shall determine what will be credited, charged, and apportioned between principal and income in a fair, equitable, and practical manner with respect to that item.

## **Section 7.11 Trust Accounting**

Except to the extent required by law, my Trustee is not required to file accountings in any jurisdiction. The annual accounting must include the receipts, expenditures, and distributions of income and principal and the assets on hand for the accounting period. A copy of the federal fiduciary tax return filed for a trust during the accounting will satisfy this reporting requirement.

In the absence of fraud or obvious error, assent by all Qualified Beneficiaries to a Trustee's accounting will make the matters disclosed in the accounting binding and conclusive upon all persons, including those living on this date and those born in the future who have or will have a vested or contingent interest in the trust property. In the case of a Qualified Beneficiary who is a minor or incapacitated, the beneficiary's natural guardian or Legal Representative may give the assent required under this Section.

In all events, a beneficiary's Legal Representative may receive any notices and take any action on behalf of the beneficiary as to an accounting. If any beneficiary's Legal Representative fails to object to any accounting in writing within 60 days after my Trustee provides the accounting, the beneficiary's Legal Representative will be considered to assent to the accounting.

## **Section 7.12 Action of Trustees and Delegation of Trustee Authority**

If two Trustees are eligible to act with respect to a given matter, they must agree unanimously for action to be taken unless the express terms of the Trustees' appointment provide otherwise. If more than two Trustees are eligible to act with respect to a given matter, the Trustees must agree by majority for action to be taken.

If my Trustees are unable to agree on a matter for which they have joint powers, I request that the matter be settled by mediation and then by arbitration, if necessary, in accordance with the Uniform Arbitration Act. Each of my Trustees may select an arbiter and these arbiters may select an additional arbiter, if necessary to establish a majority decision. The decision of a majority of the arbiters will control with respect to the matter.

A nonconcurring Trustee may dissent or abstain from a decision of the majority. A Trustee will be absolved from personal liability by registering the dissent or abstention in the trust records. After doing so, the dissenting Trustee must then act with my other Trustees in any way necessary or appropriate to effect the majority decision.

Subject to the limitations set forth in Section 8.27, any Trustee may, by written instrument, delegate to any other Trustee the right to exercise any power, including a discretionary power, granted to my Trustee in this trust. During the time a delegation under this Section is in effect, the Trustee to whom the delegation is made may exercise the power to the same extent as if the delegating Trustee has personally joined in the exercise of the power. The delegating Trustee may revoke the delegation at any time by giving written notice to the Trustee to whom the power was delegated.

### **Section 7.13 Trustee May Disclaim or Release Any Power**

Notwithstanding any provision of this trust to the contrary, any Trustee may relinquish any Trustee power in whole or in part, irrevocably or for any specified period of time, by a written instrument. The Trustee may relinquish a power personally or may relinquish the power for all subsequent Trustees.

### **Section 7.14 Trustee May Execute a Power of Attorney**

My Trustee may appoint any individual or entity to serve as my Trustee's agent under a power of attorney to transact any business on behalf of my trust or any other trust created under this trust.

### **Section 7.15 Additions to Separate Trusts**

If upon the termination of any trust created under this trust, a final distribution is to be made to a person who is the Primary Beneficiary of another trust established under this trust, and there is no specific indication whether the distribution is to be made in trust or outright, my Trustee shall make the distribution to the second trust instead of distributing the property to the beneficiary outright. For purposes of administration, the distribution will be treated as though it had been an original part of the second trust.

### **Section 7.16 Authority to Merge or Sever Trusts**

My Trustee may merge a trust created under this trust with any other trust, if the two trusts contain substantially the same terms for the same beneficiaries and have at least one Trustee in common. My Trustee may administer the merged trust under the provisions of the instrument governing the other trust, and this trust will no longer exist if it merges into another trust. Accordingly, in the event another trust is merged into this trust or a trust created under the provisions of this trust document, my Trustee may shorten the period during which this trust subsists to comply with Section 9.01, if necessary, to effect the merger. But if a merger does not appear feasible, my Trustee may consolidate the trusts' assets for purposes of investment and trust administration while retaining separate records and accounts for each respective trust.

My Trustee may sever any trust on a fractional basis into two or more separate and identical trusts, or may segregate a specific amount or asset from the trust property by allocating it to a separate account or trust. The separate trusts may be funded on a *non pro rata* basis, but the funding must be based on the assets' total fair market value on the funding date. After the segregation, income earned on a segregated amount or specific asset passes with the amount or asset segregated. My Trustee shall hold and administer each severed trust upon terms and conditions identical to those of the original trust.

Subject to the trust's terms, my Trustee may consider differences in federal tax attributes and other pertinent factors in administering the trust property of any separate account or trust, in making applicable tax elections and in making distributions. A separate trust created by severance must be treated as a separate trust for all purposes from the effective severance date; however, the effective severance date may be retroactive to a date before my Trustee exercises the power.

### **Section 7.17 Authority to Terminate Trusts**

My Independent Trustee may terminate any trust created under this trust at any time, if my Independent Trustee, in its sole and absolute discretion, determines that administering a trust created under this trust is no longer economical. Once distributed, my Trustee will have no further responsibility with respect to that trust property. My Trustee will distribute the trust property from a terminated trust in this order:

to the beneficiaries then entitled to mandatory distributions of the trust's net income, in the same proportions; and then

if none of the beneficiaries are entitled to mandatory distributions of net income, to the beneficiaries then eligible to receive discretionary distributions of the trust's net income, in the amounts and shares my Independent Trustee determines.

### **Section 7.18 Merger of Corporate Fiduciary**

If any corporate fiduciary acting as the Trustee under this trust is merged with or transfers substantially all of its trust assets to another corporation, or if a corporate fiduciary changes its name, the successor will automatically succeed to the trusteeship as if that successor had been originally named a Trustee. No document of acceptance of trusteeship will be required.

## **Article Eight My Trustee's Powers**

### **Section 8.01 Introduction to Trustee's Powers**

Except as otherwise specifically provided in this trust, my Trustee may exercise the powers granted by this trust without prior approval from any court, including those powers set forth under the laws of the Commonwealth of Virginia, but not limited to Virginia Code §§64.2-105 and 64.2-778, as amended from time to time, or any other jurisdiction whose law applies to this trust. The powers set forth in the Delaware Fiduciary Powers Act are specifically incorporated into this trust.

My Trustee shall exercise the Trustee powers in the manner my Trustee determines to be in the beneficiaries' best interests. My Trustee must not exercise any power inconsistent with the beneficiaries' right to the enjoyment of the trust property in accordance with the general principles of trust law. My Trustee may have duties and responsibilities in addition to those described in this trust. I encourage any individual or corporate fiduciary serving as Trustee to obtain appropriate legal advice if my Trustee has any questions concerning the duties and responsibilities as Trustee.

### **Section 8.02 Execution of Documents by My Trustee**

My Trustee may execute and deliver any written instruments that my Trustee considers necessary to carry out any powers granted in this trust.

### **Section 8.03 Powers of MEMBERS Trust Company Regarding Affiliates**

MEMBERS Trust Company shall have the following specific powers as to trust property and may exercise the same in its sole and absolute discretion without court order or approval:

- (A) **To engage any corporation, partnership or other entity affiliated with MEMBERS Trust Company** (an “Affiliated Entity”) to render services to any trust hereunder, including without limitation:
  - a. **To manage or advise on the investments of such trust on a discretionary or nondiscretionary basis;**
  - b. **Unless prohibited by applicable law, to act as a broker or dealer to execute transactions, including the purchase of any securities currently distributed, underwritten or issued by an Affiliated Entity, at standard commission rates, markups or concessions and to provide other management of investment services with respect to such trust, including the custody of assets, and to pay for any such services from trust property without reduction for any compensation paid to MEMBERS Trust Company for its services as Trustee except to the extent such services are included in its compensation, as described in its fee schedule;**
- (B) **To invest in open-end or closed-end investment companies offered by an Affiliated Entity or to which an Affiliated Entity may render services for compensation.**

### **Section 8.04 Acceptance of Real Estate**

MEMBERS Trust Company shall not be deemed to have accepted title to, and shall not act or be obligated to act in any way as a fiduciary with respect to, any real property (including real property owned or operated by a sole proprietorship, general or limited partnership, limited liability company, or closely held corporation or any interest in any such business enterprise) which is or may become an asset of the trust until an appropriate environmental audit is performed at the expense of the Grantor or the Trust to determine whether the condition of such real property or operations conducted by such business enterprise are in compliance with state and federal environmental laws and regulations.

### **Section 8.05 Power of the Trustee to Delegate**

The Trustee shall have the power to employ, and to delegate any of its discretionary and nondiscretionary powers to agents and Affiliated Entities, including, but not limited to, attorneys, investment advisers, appraisers or accountants as it deems appropriate and to pay for such services from the trust property.

### **Section 8.06 Power of the Trustee to Resign**

The Trustee may resign as Trustee of any trust hereunder at any time by written notice delivered to any Co-Trustee(s) and to all beneficiaries to whom current trust income may or must then be distributed or to all beneficiaries who would have an immediate right to withdraw all or part of a contribution to the trust if a contribution were then made, or to the natural or legal guardian of such beneficiaries (the “Beneficiaries”).

Such resignation shall be effective upon the written appointment and acceptance of a Successor Trustee. A majority of the Beneficiaries shall have the power to appoint a Successor Trustee. In default of such appointment, sixty days following the Trustee's initial notice of its intent to resign, the Trustee shall have the power to petition the court at Trust expense (including reasonable attorney's fees) to appoint its Successor. No bond or other security shall be required of the Trustee or any Successor Trustee in any jurisdiction. Any Successor Trustee shall have the same powers, authorities and discretions as though originally named as the Trustee.

#### **Section 8.07 Trustee's Accounting**

The Trustee may, but shall not be required to, at any time, and from time to time, file an account of its administration at any time with a court of competent jurisdiction.

The Trustee shall render an account of its administration at least quarterly to the Grantor and/or to all beneficiaries to whom current trust income may or must then be distributed or to all beneficiaries who would have an immediate right to withdraw all or part of a contribution to the trust if a contribution were then made, or to the natural or legal guardian of such beneficiaries (the "Beneficiaries"). The receiving party's approval (no objection in writing within 60 days of the statement mailing) shall be binding upon all persons interested in the trust.

#### **Section 8.08 Trustee Investment Powers**

The Trustee shall with respect to any and all property, which may at any time be held by the Trustee in Trust, pursuant to this Agreement, whether such property constitutes principal or accumulated income, have power, exercisable in the Trustee's absolute discretion, at any time and from time to time, on such terms and in such manner as the Trustee may deem advisable, to:

- (a) Invest and reinvest the Trust funds in such property as the Trustee, in the exercise of reasonable business judgment, may deem advisable, whether or not such property is of the character specifically permitted by law for the investment of trust funds;
- (b) Serve without bond;
- (c) Permit securities to be held in the name of a nominee;
- (d) Vote by proxy or otherwise, in such manner as Trustee may determine to be in the best interests of the Trust, any securities having voting rights held by the Trustee pursuant to this Agreement.

#### **Section 8.09 Indemnification of MEMBERS Trust Company as Successor Trustee**

The Grantor agrees to indemnify and hold harmless MEMBERS Trust Company and its Affiliated Entities from and against any and all claims, losses, liabilities, and expenses which may be sustained at any time because of any act or omission, including acts or omissions of ordinary negligence, occurring before the date the trust property was received by the Trustee. MEMBERS Trust Company is expressly relieved of any duty or responsibility to audit or review the actions or accounts of its predecessor(s) and, further, is relieved from any liability for the acts or omissions of its predecessor(s), known or unknown.

## **Section 8.10 Investment Powers in General**

My Trustee may invest in any type of investment that my Trustee determines is consistent with the investment goals of the trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account the overall investment portfolio of the trust.

Without limiting my Trustee's investment authority in any way, I request that my Trustee exercise reasonable care and skill in selecting and retaining trust investments. I also request that my Trustee take into account the following factors in choosing investments:

- the potential return from the investment, both in income and appreciation;
- the potential income tax consequences of the investment;
- the investment's potential for volatility; and
- the role the investment will play in the trust's portfolio.

I request that my Trustee also consider the possible effects of inflation or deflation, changes in global and US economic conditions, transaction expenses, and the trust's need for liquidity while arranging the trust's investment portfolio.

My Trustee may delegate his or her discretion to manage trust investments to any registered investment advisor or corporate fiduciary.

## **Section 8.11 Banking Powers**

My Trustee may establish any type of bank account in any banking institutions that my Trustee chooses. If my Trustee makes frequent disbursements from an account, the account does not need to be interest bearing. My Trustee may authorize withdrawals from an account in any manner.

My Trustee may open accounts in the name of my Trustee, with or without disclosing fiduciary capacity, and may open accounts in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the account's fiduciary nature or refer to any trust or Trustee.

## **Section 8.12 Business Powers**

If the trust owns or acquires an interest in a business entity, whether as a shareholder, partner, general partner, sole proprietor, member, participant in a joint venture, or otherwise, my Trustee may exercise the powers and authority provided for in this Section. The powers granted in this Section are in addition to all other powers granted to my Trustee in this trust.

If any trust created under this trust is funded with subchapter S stock, my Trustee may either elect to qualify the trust as a Qualified Subchapter S Trust (QSST) under Internal Revenue Code Section 1361(d)(3) or as an Electing Small Business Trust under Section 1361(e)(1) to administer the trust in accordance with the requirements of the corresponding Section.

### **Section 8.13 Contract Powers**

My Trustee may sell at public or private sale, transfer, exchange for other property, and otherwise dispose of trust property for consideration and upon terms and conditions that my Trustee deems advisable. My Trustee may grant options of any duration for any sales, exchanges, or transfers of trust property.

My Trustee may enter into contracts, and may deliver deeds or other instruments, that my Trustee considers appropriate.

### **Section 8.14 Common Investments**

For purposes of convenience with regard to the trust property's administration and investment, my Trustee may invest part or all of the trust property jointly with property of other trusts for which my Trustee is also serving as a Trustee. A corporate fiduciary acting as my Trustee may use common funds for investment. When trust property is managed and invested in this manner, my Trustee will maintain records that sufficiently identify this trust's portion of the jointly invested assets.

### **Section 8.15 Environmental Powers**

My Trustee may inspect trust property to determine compliance with or to respond to any environmental law affecting the property. For the purposes of this trust *environmental law* means any federal, state, or local law, rule, regulation, or ordinance protecting the environment or human health.

My Trustee may refuse to accept property if my Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to any Trustee.

My Trustee may use trust property to:

- conduct environmental assessments, audits, or site monitoring;
- take remedial action to contain, clean up, or remove any hazardous substance including a spill, discharge, or contamination;
- institute, contest, or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance;
- comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement, or cleanup of any hazardous substance; and
- employ agents, consultants, and legal counsel to assist my Trustee in these actions.

My Trustee is not liable for any loss or reduction in value sustained by the trust as a result of my Trustee's decision to retain property on which hazardous materials or substances requiring remedial action are discovered, unless my Trustee contributed to that loss through willful misconduct or gross negligence.

My Trustee is not liable to any beneficiary or to any other party for any decrease in the value of property as a result of my Trustee's actions to comply with any environmental law, including any reporting requirement.

My Trustee may release, relinquish, or disclaim any power held by my Trustee that my Trustee determines may cause my Trustee to incur individual liability under any environmental law.

### **Section 8.16 Insurance Powers**

My Trustee may purchase, accept, hold, and deal with as owner, life insurance policies on my life, any beneficiary's life, or on any person's life in whom any beneficiary has an insurable interest. My intent is that life insurance policies be considered proper investments of trust income and principal.

The provisions of this Section supersede the principles of general trust law with respect to my Trustee's duties and obligations relating to any life insurance policies owned or acquired by the trust.

My Trustee is specifically authorized to invest any or none of the trust income and principal in policies of life insurance on my life or on any other person's life for which an insurable interest exists. My Trustee shall use this trust's income to pay the premiums on any life insurance policies insuring my life. If this trust's income is insufficient to pay the premiums, my Trustee is authorized to use other trust assets to pay the premiums.

My Trustee is under no obligation to continue in force any insurance policy forming a part of the trust principal or to pay premiums or other charges that may become due and payable under any insurance policy's provisions at any time.

### **Section 8.17 Loans and Borrowing Powers**

My Trustee may encumber any trust property by mortgages, pledges, or otherwise, and may negotiate, refinance, or enter into any mortgage or other secured or unsecured financial arrangement, whether as a mortgagee or mortgagor. The term may extend beyond the trust's termination and beyond the period required for an interest created under this trust to vest in order to be valid under the rule against perpetuities.

My Trustee may enter into, negotiate, or modify the terms of any mortgage or any other secured or unsecured agreement granted in connection with any loan entered into by me individually or by any Trustee, and may release or foreclose on any mortgage or security interest payable to me or to the trust.

My Trustee may borrow money at interest rates and on other terms that my Trustee deems advisable from any person, institution, or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

My Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. My Trustee may accept deeds instead of foreclosing.

### **Section 8.18 Nominee Powers**

My Trustee may hold real estate, securities, and any other property in the name of a nominee or in any other form, without disclosing the existence of any trust or fiduciary capacity.

### **Section 8.19 Payment of Property Taxes and Expenses**

Except as otherwise provided in this trust my Trustee may pay any property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments will be a charge against the trust property and will be paid by my Trustee out of income. If the income is insufficient, then my Trustee may make any payments of property taxes or expenses out of the trust property's principal. My Trustee's determination with respect to this payment will be conclusive on the beneficiaries.

### **Section 8.20 Purchase of Assets from and Loans to My Probate Estate**

Upon my death, my Trustee may purchase at fair market value and retain in the form received any property that is a part of my probate or trust estate as an addition to the trust. In addition, my Trustee may make secured and unsecured loans to my probate or trust estate. My Trustee may not be held liable for any loss suffered by the trust because of the exercise of the powers granted in this Section.

My Trustee may not use any trust property for the benefit of my estate as defined in Code of Federal Regulations Title 26 Section 20.2042-1(b), unless the property is included in my gross estate for federal estate tax purposes.

### **Section 8.21 Real Estate Powers**

My Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve, and in general deal in and with real property in the manner and on the terms and conditions as my Trustee deems appropriate.

My Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements to, and abandon any real property.

My Trustee may manage real estate in any manner considered best, and may exercise all other real estate powers necessary to effect this purpose.

My Trustee may enter into contracts to sell real estate. My Trustee may enter into leases and grant options to lease trust property, even though the term of the agreement extends beyond the termination of any trusts established under this trust and beyond the period that is required for an interest created under this trust to vest in order to be valid under the rule against perpetuities. My Trustee may enter into any contracts, covenants, and warranty agreements that my Trustee deems appropriate.

### **Section 8.22 Residences and Tangible Personal Property**

My Trustee may acquire, maintain, and invest in any residence for the beneficiaries' use and benefit, whether or not the residence is income producing and without regard to the proportion that the residence's value may bear to the trust property's total value, even if retaining the

residence involves financial risks that Trustees would not ordinarily incur. My Trustee may pay or make arrangements for others to pay all carrying costs of any residence for the beneficiaries' use and benefit, including taxes, assessments, insurance, maintenance, and other related expenses.

My Trustee may acquire, maintain, and invest in articles of tangible personal property, whether or not the property produces income. My Trustee may pay for the repair and maintenance of the property.

My Trustee is not required to convert the property referred to in this Section to income-producing property, except as required by other provisions of this trust.

My Trustee may permit any Income Beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that my Trustee determines, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

My Trustee is not liable for any depreciation or loss resulting from any decision to retain or acquire any property as authorized by this Section.

### **Section 8.23 Digital Assets**

My Trustee has the authority to access, modify, control, archive, transfer, and delete my digital assets.

Digital assets include sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

Digital assets may be stored on the cloud or on digital devices. My Trustee may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets—this power is essential for access to digital assets that are only accessible through digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

### **Section 8.24 Retention and Abandonment of Trust Property**

My Trustee may retain any property constituting the trust at the time of its creation, at the time of my death, or as the result of the exercise of a stock option, without liability for depreciation or loss resulting from retention. My Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

My Trustee, in his or her sole and absolute discretion, may hold property that is not income producing or is otherwise nonproductive if holding the property is in the best interests of the beneficiaries in the sole and absolute discretion of my Trustee. On the other hand, my Trustee will invest contributions of cash and cash equivalents as soon as reasonably practicable after the assets have been acquired by the trust.

My Trustee may retain a reasonable amount in cash or money market accounts to pay anticipated expenses and other costs, and to provide for anticipated distributions to or for the benefit of a beneficiary.

My Trustee may abandon any property that my Trustee considers of insignificant value.

### **Section 8.25 Securities and Brokerage Powers**

My Trustee may buy, sell, trade, and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, and other securities of any kind and in any amount.

My Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. My Trustee may have all securities registered in the name of the bank or trust company or in the name of the bank's nominee or trust company's nominee. My Trustee may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for, and disburse any income, and generally to perform the duties and services incident to a custodian of accounts.

My Trustee may employ a broker-dealer as a custodian for securities held by the trust, and may register the securities in the name of the broker-dealer or in the name of a nominee; words indicating that the securities are held in a fiduciary capacity are optional. My Trustee may hold securities in bearer or uncertificated form, and may use a central depository, clearing agency, or book-entry system, such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York.

My Trustee may participate in any reorganization, recapitalization, merger, or similar transaction. My Trustee may exercise or sell conversion or subscription rights for securities of all kinds and descriptions. My Trustee may give proxies or powers of attorney that may be discretionary and with or without powers of substitution, and may vote or refrain from voting on any matter.

### **Section 8.26 Settlement Powers**

My Trustee may settle any claims and demands in favor of or against the trust by compromise, adjustment, arbitration, or other means. My Trustee may release or abandon any claim in favor of the trust.

### **Section 8.27 Limitation on My Trustee's Powers**

My Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of my Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove the Trustee, including that person's obligation of support.

**(a) An Interested Trustee Limited to Ascertainable Standards**

An Interested Trustee may only make discretionary decisions when they pertain to a beneficiary's health, education, maintenance, or support as described under Internal Revenue Code Sections 2041 and 2514.

**(b) No Distributions in Discharge of Certain Legal Obligations**

My Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of my Trustee, including the obligation of support.

## **Article Nine General Provisions**

### **Section 9.01 Maximum Term for Trusts**

The Trustee must divest the Trust of all real property within 110 years so as to not violate Delaware Code - Section 503 Rule Against Perpetuities. Should the situs of the trust be moved, the Trustee is requested to only move to jurisdictions that do not have Rules Against Perpetuities.

### **Section 9.02 Spendthrift Provision**

No beneficiary may assign, anticipate, encumber, alienate, or otherwise voluntarily transfer the income or principal of any trust created under this trust. In addition, neither the income nor the principal of any trust created under this trust is subject to attachment, bankruptcy proceedings or any other legal process, the interference or control of creditors or others, or any involuntary transfer.

This Section does not restrict a beneficiary's right to disclaim any interest or exercise of any power of appointment granted in this trust. In addition, this Section does not limit the ability of an Independent Trustee to appoint property in further trust for any beneficiary as provided in Section 7.01.

### **Section 9.03 Contest Provision**

The right of a beneficiary to take any interest given to him or her under this trust or any trust created under this trust instrument will be determined as if the beneficiary predeceased me without leaving any surviving descendants if that beneficiary, alone or in conjunction with any other person, engages in any of these actions:

contests by a claim of undue influence, fraud, menace, duress, or lack of testamentary capacity, or otherwise objects in any court to the validity of this trust, any trust created under the terms of this instrument, my Will, or any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension, profit-sharing plan, or insurance policy signed by me, (collectively referred to in this Section as *Document* or *Documents*) or any amendments or codicils to any Document;

seeks to obtain adjudication in any court proceeding that a Document or any of its provisions is void, or otherwise seeks to void, nullify, or set aside a Document or any of its provisions;

files suit on a creditor's claim filed against the trust estate, or any other Document, after rejection or lack of action by the respective fiduciary;

files a petition or other pleading to change the character (community, separate, joint tenancy, partnership, domestic partnership, real or personal, tangible or intangible) of property already characterized by a Document;

files a petition to impose a constructive trust or resulting trust on any assets of the trust estate; or

participates in any of the above actions in a manner adverse to the trust estate, such as conspiring with or assisting any person who takes any of these actions.

My Trustee may defend any violation of this Section at the expense of the trust estate. A *contest* includes any action described above in an arbitration proceeding, but does not include any action described above solely in a mediation not preceded by a filing of a contest with a court.

#### **Section 9.04 Changing the Governing Law and Situs of Administration**

At any time, my Trustee may change the governing law of the trust; change the situs of the administration of the trust; and remove all or any part of the property from one jurisdiction to another. My Trustee may elect, by filing an instrument with the trust records, that the trust will then be construed, regulated, and governed by the new jurisdiction's laws. My Trustee may take action under this Section for any purpose my Trustee considers appropriate, including the minimization of any taxes in respect of the trust or any trust beneficiary.

If considered necessary or advisable by my Trustee, my Trustee may appoint an Independent Trustee to serve as Trustee in the new situs.

If necessary and if my Trustee does not appoint an Independent Trustee within 30 days of my Trustee's action to change the governing law or situs of the trust, the beneficiaries entitled to receive distributions of the trust's net income may appoint a corporate fiduciary in the new situs by majority consent. If a beneficiary is a minor or is incapacitated, the beneficiary's parent or Legal Representative may act on the beneficiary's behalf.

## Section 9.05 Definitions

For purposes of this trust, the following terms have these meanings:

### (a) Adopted and Afterborn Persons

A person in any generation who is legally adopted before reaching 18 years of age and his or her descendants, including adopted descendants, have the same rights and will be treated in the same manner under this trust as natural children of the adopting parent. A person is considered legally adopted if the adoption was legal at the time when and in the jurisdiction in which it occurred.

A fetus *in utero* later born alive will be considered a person in being during the period of gestation.

### (b) Descendants

The term *descendants* means persons who directly descend from a person, such as children, grandchildren, or great-grandchildren. The term *descendants* does not include collateral descendants, such as nieces and nephews.

### (c) Education

The term *education* is intended to be an ascertainable standard under Internal Revenue Code Sections 2041 and 2514 and includes:

enrollment at private elementary, junior, and senior high school, including boarding school;

undergraduate and graduate study in any field at a college or university;

specialized, vocational, or professional training or instruction at any institution, as well as private instruction; and

any other curriculum or activity that my Trustee considers useful for developing a beneficiary's abilities and interests including athletic training, musical instruction, theatrical training, the arts, and travel.

The term *education* also includes expenses such as tuition, room and board, fees, books, supplies, computers and other equipment, tutoring, transportation, and a reasonable allowance for living expenses.

### (d) Good Faith

For the purposes of this trust, a Trustee has acted in good faith if:

an action or inaction is not a result of intentional wrongdoing;

the Trustee did not make the decision to act or not act with reckless indifference to the beneficiaries' interests; and

an action or inaction does not result in an improper personal benefit to the Trustee.

Further, all parties subject to the provisions of this trust will treat any action or inaction made in reliance on information, consent, or directions received from the Personal Representative of my estate as made in good faith for the purposes of this Section, except for cases of willful misconduct or malfeasance on the Trustee's part.

**(e) Grantor**

*Grantor* has the same legal meaning as *Settlor, Trustor, Establisher* or any other term referring to the maker of a trust.

**(f) Incapacity**

Except as otherwise provided in this trust, a person is considered incapacitated in any of the following circumstances.

**(1) The Opinion of One Licensed Physician**

An individual is considered to be incapacitated whenever one licensed physician gives the opinion that the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age; illness; use of prescription medications, drugs, or other substances; or any other cause. If an individual whose capacity is in question refuses to provide necessary documentation or otherwise submit to examination by a licensed physician, that individual will be considered incapacitated.

An individual is considered restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

**(2) Court Determination**

An individual is considered incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent, or legally incapacitated.

**(3) Detention, Disappearance, or Absence**

An individual is considered to be incapacitated whenever he or she cannot effectively manage his or her property or financial affairs due to the individual's unexplained disappearance or absence for more than 30 days, or whenever he or she is detained under duress.

An individual's disappearance, absence, or detention under duress may be established by an affidavit of my Trustee, or by the affidavit of any beneficiary if no Trustee is then serving. The affidavit must describe the circumstances of the individual's disappearance, absence, or detention, and may be relied upon by any third party dealing in good faith with my Trustee.

**(g) Income Beneficiary**

The term *Income Beneficiary* means any beneficiary who is then entitled to receive distributions of the trust's net income, whether mandatory or discretionary.

Unless otherwise provided in this trust, the phrase *majority of the Income Beneficiaries* means any combination of Income Beneficiaries who would receive more than 50% of the accrued net income if that income were distributed on the day of a vote. For purposes of this calculation, beneficiaries who are eligible to receive discretionary distributions of net income receive the imputed income in equal shares.

References to a *majority* refer to a majority of the entire trust collectively until my Trustee allocates property to separate trusts or trust shares. After my Trustee allocates property to separate trusts or trust shares, references to a *majority* refer to a majority of each separate trust or trust share.

**(h) Instrument**

The term *this instrument* means this trust, and includes all trusts created under the terms of this trust.

**(i) Internal Revenue Code and Treasury Regulations**

References to the *Internal Revenue Code* or to its provisions are to the Internal Revenue Code of 1986, as amended, and any corresponding Treasury Regulations. References to the *Treasury Regulations*, are to the Treasury Regulations under the Internal Revenue Code in effect. If a particular provision of the Internal Revenue Code is renumbered or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference is considered to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this trust. The same rule applies to references to the Treasury Regulations.

**(j) Legal Representative or Personal Representative**

As used in this trust document, the term *Legal Representative* or *Personal Representative* means a person's guardian, conservator, executor, administrator, Trustee, or any other person or entity representing a person or the person's estate. In the case of a minor beneficiary, the beneficiary's parent or another adult with custody of the beneficiary, except for any transferor to a trust created under this instrument, will be considered the beneficiary's Legal Representative for purposes of this trust.

**(k) Per Stirpes**

Whenever a distribution is to be made to a person's descendants *per stirpes*, the distribution will be divided into as many equal shares as there are then-living children and deceased children who left then-living descendants. Each then-living child will receive one share, and the share of each deceased child will be divided among the deceased child's then-living descendants in the same manner.

**(l) Permissible Distributee**

"Permissible Distributee" means a beneficiary who is currently eligible to receive distributions of trust income or principal, whether the distribution is mandatory or discretionary.

**(m) Primary Beneficiary**

The *Primary Beneficiary* of a trust created under this trust is that trust's oldest Income Beneficiary, unless some other individual is specifically designated as the Primary Beneficiary of that separate trust.

**(n) Qualified Appraiser**

A *Qualified Appraiser* is an appraiser who:

- has earned an appraisal designation from a recognized professional organization or has otherwise met minimum education and experience requirements under IRS Regulations;
- regularly performs appraisals for compensation; and
- meets any other requirements prescribed by the Internal Revenue Service.

**(o) Qualified Beneficiary**

"Qualified Beneficiary" means a beneficiary who, on the date the beneficiary's qualification is determined:

- (1) is a distributee or Permissible Distributee of trust income or principal;
- (2) would be a distributee or Permissible Distributee of trust income or principal if the interests of the distributees described in subparagraph (1) terminated on that date; or
- (3) would be a distributee or Permissible Distributee of trust income or principal if the trust terminated on that date.

**(p) Shall and May**

Unless otherwise specifically provided in this trust or by the context in which used, I use the word *shall* in this trust to impose a duty, command, direct, or require, and the word *may* to allow or permit, but not require. In the context of my Trustee, when I use the word *shall* I intend to impose a fiduciary duty on my Trustee. When I use the word *may* I intend to empower my Trustee to act with

the Trustee's sole and absolute discretion unless otherwise stated in this trust. When I use the words *may not* in reference to my Trustee, I specifically mean my Trustee *is not permitted to*.

**(q) Trust**

The terms *this trust, this document, instrument, and this trust document* refer to this trust and all trusts created under the terms of this trust.

**(r) Trustee**

The terms *my Trustee* and *Trustee* refer to the initial Trustee named in Article One and to any successor, substitute, replacement, or additional person, corporation, or other entity that ever acts as the Trustee of any trust created under the terms of this trust. The term *Trustee* refers to singular or plural as the context may require.

**(s) Trust Property**

The term *trust property* means all property acquired from any source and held by a Trustee under this trust.

**(t) Wife**

The term *my wife* refers to the person to whom I am legally married at any time the identity of my spouse is relevant for any purpose under this trust.

**Section 9.06 General Provisions and Rules of Construction**

The following general provisions and rules of construction apply to this trust.

**(a) Multiple Originals; Validity of Paper or Electronic Copies**

This trust may be executed in any number of counterparts, each of which will be considered an original.

Any person may rely on a paper or electronic copy of this trust that the Trustee certifies to be a true copy as if it were an original.

**(b) Singular and Plural; Gender; *And* and *Or***

Unless the context requires otherwise, singular words may be construed as plural, and plural words may be construed as singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of two or more items, functions as a disjunctive. The word *and*, when used in a list of two or more items, functions as a conjunctive. The phrase *and/or*, when used in a list of two or more items, may function as either a disjunctive or a conjunctive, as circumstances requires.

**(c) Headings of Articles, Sections, and Subsections**

The headings of Articles, Sections, and Subsections used within this trust are included solely for the convenience of the reader. They have no significance in the interpretation or construction of this trust.

**(d) Governing State Law**

This trust is governed, construed, and administered according to the laws of Virginia, as amended except as to trust property required by law to be governed by the laws of another jurisdiction and unless the situs of administration is changed under Section 9.04.

**(e) Notices**

Unless otherwise stated, any notice required under this trust will be in writing. The notice may be personally delivered with proof of delivery to the party requiring notice and will be effective on the date personally delivered. Notice may also be mailed, postage prepaid, by certified mail with return receipt requested to the last known address of the party requiring notice. Mailed notice is effective on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If the party requiring notice is a minor or incapacitated individual, notice will be given to the parent or Legal Representative.

**(f) Severability**

The invalidity or unenforceability of any provision of this trust does not affect the validity or enforceability of any other provision of this trust. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this trust are to be interpreted as if the invalid provision had never been included.

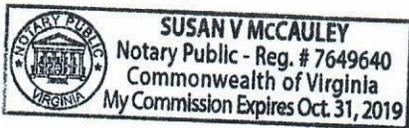
*[Signature Page Follows]*

I have executed this trust on April 25, 2016. This irrevocable trust agreement is effective when signed by me, whether or not now signed by a Trustee.

[REDACTED]

COMMONWEALTH OF VIRGINIA )  
 ) ss.  
COUNTY OF FAIRFAX )

This instrument was acknowledged before me on April 25, 2016, by [REDACTED], as Grantor and as Trustee.



*Susan V. McCauley*  
\_\_\_\_\_  
Susan V. McCauley, Notary Public #7649640  
My commission expires: October 31, 2016

# Schedule A

Ten Dollars Cash