

This
**AMENDED AND RESTATED
REVOCABLE LIVING TRUST**

prepared for
GAETANE R. GAGNON

A Restatement of the
Revocable Living Trust Dated

December 12, 2006

by

FOSTER S. B. FRIEDMAN, ESQ.

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**RESTATEMENT OF THE REVOCABLE DECLARATION OF TRUST
OF
GAETANE R. GAGNON**

THIS DECLARATION OF TRUST is signed by Gaetane R. Gagnon (the "Settlor"), of Alexandria, Virginia, this 26th day of June, 2024. The initial Trustee is Gaetane R. Gagnon (the "Trustee").

RECITALS

WHEREAS, GAETANE R. GAGNON, on the 12th day of December, 2006 entered into the GAETANE R. GAGNON TRUST; and

WHEREAS, GAETANE R. GAGNON amended and restated the trust in full on November 17, 2014; and

WHEREAS, GAETANE R. GAGNON amended and restated the trust in full on February 26, 2020; and

WHEREAS, under said Trust Agreement, the Settlor has retained the right to revoke, amend and restate said Trust Agreement, and is now desirous of amending and restating said Trust Agreement, in its entirety, all as hereinafter provided; and

WHEREAS, GAETANE R. GAGNON, as Settlor and Trustee, is hereby adopting this Restated Trust Agreement as the complete restatement of the Trust Agreement, so that upon its execution, it shall be and constitute, for all purposes, the GAETANE R. GAGNON REVOCABLE TRUST dated December 12, 2006; and

WHEREAS, this Trust Agreement shall constitute a continuation of the original trust established by the Settlor on the 12th day of December, 2006 and all property and obligations of the trust remain vested as part of the Trust Fund. Any reference in any deed, assignment, bill of sale, beneficiary designation, or any other instrument to the original trust shall be considered as referring to and governed by the terms of this Trust Agreement.

NOW THEREFORE, the Settlor hereby restates the GAETANE R. GAGNON REVOCABLE TRUST in its entirety, as follows:

**ARTICLE I
CREATION OF TRUST**

A. The Trust. This Trust is a revocable living trust. All references to "Trustee" shall refer to the initial Trustee, or his successor or successors in trust.

B. Name of the Trust. The name of this Trust shall be the GAETANE R. GAGNON TRUST, dated December 12, 2006. For purposes of beneficiary designations and transfers directly to the Trust, the Trust shall be referred to as:

GAETANE R. GAGNON, Trustee, or her successors in trust, under the GAETANE R. GAGNON TRUST, dated December 12, 2006, and any amendments thereto.

ARTICLE II

SETTLOR'S FAMILY

At the time of the execution of this Trust, Settlor survives her late Husband, PIERRE PAUL GAGNON and Settlor's family includes Settlor's Daughter, namely VALERIE GAGNON. At the time of the execution of this Trust, Settlor's Daughter is over the age of eighteen years.

ARTICLE III

FUNDING THE TRUST

A. Initial Funding. Settlor initially funded the trust with \$10.00 concurrent with its execution.

B. Additional Funding. The trust may be additionally funded with property interests of all kinds by the Settlor or by any other person in any manner. All property interests assigned, conveyed, or delivered to the Trustee must be acceptable to the Trustee. The Settlor also reserves the right to transfer property to the trust, through will or other means, by reason of her death.

ARTICLE IV

ADMINISTRATION OF THE TRUST DURING SETTLOR'S LIFETIME

A. Trust During Settlor's Lifetime. During Settlor's lifetime the primary beneficiaries of the Trust shall be Settlor. During Settlor's lifetime she shall have the following powers:

i. Control and Direct Payments. The Trustee shall distribute or retain the principal and net income of the estate, if any, as Settlor may direct from time to time.

ii. Add or Remove Trust Property. Settlor shall have the absolute right to add to the Trust property at any time. Settlor shall also have the absolute right to remove property, in whole or in part, from the Trust at any time.

iii. Amend and Revoke the Trust. Settlor shall have the absolute right to amend or revoke this Trust, in whole or in part, at any time. Any amendment or revocation must be in writing, signed by the Settlor, and delivered to the Trustee. The right to amend or revoke is personal to the Settlor and may not be exercised by a legal representative of the Settlor. After the death of the Settlor, this agreement shall not be subject to amendment or revocation.

B. Trust During Settlor's Disability. Disability for the purposes of this Article shall be defined as any period when, in the opinion of two licensed physicians, Settlor is incapacitated because of illness, age, or any other cause, which results in the inability to effectively manage Settlor's property or financial affairs. Disability for purposes of this Article shall also mean the determination of a court of competent jurisdiction that Settlor is incompetent, incapacitated, or otherwise legally unable to effectively manage Settlor's property or financial affairs. Upon the disability of the Settlor, the Successor Trustee, as determined by Article XI, shall have the following powers:

i. Provide for the Settlor. During the disability of the Settlor, the Trustee shall distribute to or for the health, education, maintenance and support of the Settlor as much of the income or principal, or both, as the Trustee in its absolute discretion deems appropriate or advisable after taking into consideration the Settlor's needs and the availability of funds from governmental or other sources to meet those needs.

ii. Provide for Settlor's Obligations. The Trustee may provide as much of the principal and net income of the Trust as the Trustee, in its sole and absolute discretion, deems advisable for the payment of any valid obligations of the Settlor as confirmed by the Trustee. The Trustee may support and/or continue to support any person(s) whom Settlor has undertaken to support or to whom Settlor may owe an obligation of support, in the same manner and in accordance with the same standard of living as may have been provided in the past (adjusted, if necessary, by circumstances and inflation) and provided that the primary consideration is given to the health, education, maintenance and support of Settlor.

C. Undistributed Net Income. Any net income which is not distributed under this Article shall be accumulated and added to principal.

ARTICLE V

INSURANCE POLICIES AND RETIREMENT PLANS

A. During Settlor's Life. During Settlor's lifetime, Settlor shall have the following rights, and the Trustee shall have the following duties, with respect to insurance policies or retirement plans owned by or made payable to the Trust:

i. Settlor's Rights. Settlor reserves, and may exercise without the approval of the Trustee or any beneficiary, all of the rights, powers, options, and privileges with respect to any insurance policy, retirement plan, annuity, or any other third-party beneficiary contract made payable to the Trust or deposited with the Trustee.

ii. Trustee's Obligations. The Trustee shall deliver to the Settlor or the Settlor's designee, upon the Settlor's written request, any and all insurance policies, retirement plan documents, annuity contracts, and all other third-party beneficiary contracts, as well as all related documents, which are owned by or deposited with the Trustee pursuant to the Trust. The Trustee shall not be under any obligation to have any or all of such documents returned. The Trustee shall have no obligation to see that premiums or other sums that may be due and payable under any insurance policy, retirement plan, annuity contract, or any other third-party beneficiary contract are paid. Further, the Trustee shall have no obligation with respect to any insurance policy, retirement plan, annuity contract, or other third-party beneficiary contract, as well as any documents related thereto, deposited with the Trustee, other than to provide for their safekeeping. No provision of this agreement shall be construed to impose any obligation on Settlor to maintain any insurance policy, retirement plan, annuity contract, or any other third-party beneficiary contract in force.

B. Upon Settlor's Death. Upon the death of the Settlor, the Trustee shall make all appropriate elections with respect to insurance policies, retirement plans, and other death benefits which constitute the estate of the deceased Settlor.

i. Collection of Insurance Proceeds and Other Non-Retirement Death Proceeds. The Trustee shall make every reasonable effort to collect all sums made payable to the Trust or the Trustee under all life insurance policies, or other non-retirement death benefit plans, which provide for death proceeds made payable to or owned by the Trust. In collecting policy or death benefit proceeds, the Trustee may, in its sole and absolute discretion, exercise any of the settlement options that may be available under the terms of a policy or any other third-party beneficiary contract with regard to the interest of the deceased Settlor in those policy or death benefit proceeds. The Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

ii. Retirement Plan Elections. The Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds, whether under a qualified pension, profit sharing, Keogh, individual retirement account or any other retirement plan, either in a lump sum or in any other manner permitted by the terms of the particular retirement plan, to the extent of the interest of the deceased Settlor. The Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected. The Trustee, in its sole and absolute discretion, may disclaim the benefits of any retirement plan payable to the Trust,

including individual retirement accounts that are payable to the Trust. Such disclaimed benefits shall be payable in accordance with such plan.

iii. Collection Proceedings. The Trustee may institute proceedings, whether in law or equity, administrative or otherwise, to enforce payment of such proceeds. The Trustee need not, except at its option, enter into or maintain any litigation or take action to enforce any payment until it has been indemnified to its satisfaction for all expenses and liabilities to which, in its sole judgment, it may be subjected. The Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle, and compromise any and all claims that may arise from the collection of any death proceeds. The decisions of the Trustee shall be binding and conclusive on all beneficiaries.

iv. Liability of Payor. No person or entity which pays insurance proceeds or other death proceeds to the Trustee as beneficiary shall be required to inquire into any of the provisions of this Trust or to see to the application of any such proceeds by the Trustee. The receipt of the proceeds by the Trustee shall relieve the payor of any further liability as a result of making such payment.

ARTICLE VI

ADMINISTRATION OF THE TRUST UPON THE DEATH OF THE SETTLOR

A. Payment of Expenses, Claims, and Taxes. Upon the death of the Settlor, the Trustee is authorized, but not directed, to pay the following:

Expenses of the last illness, and funeral, burial and/or cremation, including the cost of a simple memorial as the Trustee in its sole discretion shall approve;

Legally enforceable claims against the deceased or the estate;

Expenses with regard to the administration of the estate;

Federal estate tax, applicable state inheritance or estate taxes, or any other taxes occasioned by death;

Statutory or court ordered allowances for qualifying family members.

The payments authorized under this Article VI, Section A are discretionary, and no claims or right to payment by third parties may be enforced against the Trust by virtue of such discretionary authority. The Trustee shall be indemnified from the Trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, the authority granted it under this Section. The payments authorized under this Section shall only be paid to the extent that the probate assets (other than real estate, tangible personal property, or property that, in the Trustee's judgment, is not readily marketable) are insufficient to make these payments.

B. Coordination with the Personal Representative. This Section shall be utilized to help facilitate the coordination between the personal representative of the deceased Settlor's probate estate, if any, and the Trustee.

i. Authorized Payments. The Trustee, in its sole and absolute discretion, may elect to make the payments authorized under this Article either directly to the appropriate persons or institutions or to the personal representative of the deceased settlor's probate estate. The Trustee may rely upon the written statements of the deceased Settlor's personal representative as to all material facts relating to these payments; the Trustee shall not have any duty to see to the application of such payments.

ii. Purchase of Assets and Loans. The Trustee is authorized to purchase and retain in the form received, as an addition to the Trust, any property which is a part of the deceased Settlor's probate estate. In addition, the Trustee may make loans, with or without security, to the deceased Settlor's estate. The Trustee shall not be liable for any loss suffered by the Trust as a result of the exercise of the powers granted in this paragraph.

iii. Distributions from the Executor. The Trustee is authorized to accept distributions from the Executor of the deceased Settlor's probate estate without audit and the Trustee shall be under no obligation to examine the records or accounts of the personal representative of the deceased Settlor's probate estate.

C. Treatment of Exempt Property. In making any payments pursuant to this Article, the Trustee shall not use any property to the extent it is not included in the deceased Settlor's gross estate for federal estate tax purposes. However, if the Trustee makes the determination, in its sole and absolute discretion, that the nonexempt property is not available for payments pursuant to this Article, or that it is not economically prudent to use nonexempt property for the payment of such expenses, it may then use such exempt property.

D. Apportionment. All expenses and claims and all estate inheritance, and death taxes, excluding any generation-skipping transfer tax, resulting from the death of a Settlor shall be paid without apportionment and without reimbursement from any person, except as otherwise specifically provided in this Trust. Notwithstanding anything to the contrary in the Trust, any estate, inheritance and death taxes assessed with regard to property passing outside of the Trust or outside of the probate estate of Settlor, but included in the gross estate of the Settlor for federal estate tax purposes, shall be chargeable against the persons receiving such property.

E. Trustee's Authority to Make Tax Elections. The Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

i. Alternate Valuation Date. The authority granted the Trustee in this Section E includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

ii. Deduction for Administration Expenses. The Authority granted to the Trustee in this Section E shall include the right to elect whether all or any part of the administration expenses of the deceased Settlor's estate are to be used as estate tax deductions or income tax deductions. No compensating adjustments need be made between income and principal as a result of such elections unless the Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

iii. Taxes and Returns. The Trustee may also sign tax returns, pay any taxes, interest, or penalties with regard to taxes, and apply for and collect tax refunds and interest thereon.

ARTICLE VII

DISTRIBUTIONS OF PERSONAL PROPERTY AND SPECIFIC DISTRIBUTIONS

A. Use of Memorandum. On the death of the Settlor, the Trustee shall distribute the Settlor's jewelry, clothing, household furniture, furnishing and fixtures, chinaware, silver and all other tangible articles of household or personal use in accordance with any written, signed and dated memorandum left by the deceased Settlor directing the distribution of such property. Any memorandum written, dated, and signed by the deceased Settlor disposing of the tangible personal property shall be incorporated by reference to this agreement. Should the deceased Settlor leave multiple written memoranda which conflict as to the disposition of any item of tangible personal property, that memorandum which is last dated shall control as to those items which are in conflict.

B. Distribution of Property Not Distributed by Memorandum. All of the tangible personal property which is or becomes trust property and is not disposed of by memorandum shall be distributed to Valerie Gagnon, free of the Trust, provided that the Trustee, in the Trustee's discretion, may sell any tangible personal property and distribute the proceeds of sale to the beneficiary.

ARTICLE VIII

DISTRIBUTION OF THE TRUST PROPERTY

A. Final Distribution. All trust property not previously distributed under the terms of the Trust shall be distributed as follows:

<u>Beneficiary</u>	<u>Relationship</u>	<u>Share</u>
VALERIE GAGNON TRUST	Trustee	100.00%

B. Distribution of Trust Shares to Settlor's Beneficiaries. The share of each beneficiary who survives Settlor shall be distributed as follows:

i. Distribution of Trust Share for the Valerie Gagnon Trust. The Trust share set aside for the Valerie Gagnon Trust shall be retained in Trust for the benefit of Valerie Gagnon in accordance with the terms of Article IX, below.

a. Distribution on the Death of Valerie Gagnon.
If Valerie Gagnon should fail to survive the Settlor, her Trust shall terminate and the Trustee shall distribute the balance of the Trust property to Katia Riverin, *per stirpes*.

C. Distribution to Minors and Disabled Beneficiaries and Share of a Descendant of a Deceased Beneficiary. Each share set aside for a beneficiary or a deceased beneficiary who has then living descendants shall be distributed or administered as follows:

i. Outright Distribution. Each share set aside for a deceased beneficiary who has then living descendants shall be distributed to such descendants, *per stirpes*.

ii. Retention of a Minor's or Disabled Descendant's Portion in Trust. If any portion of a share is distributable under this Section to any beneficiary or descendant of a deceased beneficiary who is under thirty-five (35) years of age, or to any such beneficiary or descendant who is disabled or incapacitated as defined in Article X of this agreement, then the Trustee shall retain such portion in trust under the provisions of Article X.

ARTICLE IX

THE VALERIE GAGNON TRUST

A. Beneficiary of the Valerie Gagnon Trust. The VALERIE GAGNON TRUST is created for the benefit of Settlor's Daughter, VALERIE GAGNON.

B. Mandatory Distributions of Income. The Trustee shall distribute to or for the benefit of VALERIE GAGNON all of the net income of the VALERIE GAGNON TRUST on a quarterly basis.

C. Mandatory Distributions of Principal. On January 15th of each year, the Trustee shall distribute an amount equal to five percent (5.00%) of the trust property to or for the benefit of VALERIE GAGNON.

D. Distributions of Principal in the Trustee's Discretion. The Trustee may also distribute to or for the benefit of VALERIE GAGNON so much of the principal of the VALERIE GAGNON TRUST as the Trustee, in its sole and absolute discretion, shall consider necessary or

advisable for her health, education, maintenance and support as defined in this Trust. In making discretionary distributions of principal, the Trustee shall be mindful that the primary concern and objective is to provide, in a liberal manner, for the health, education maintenance and support of VALERIE GAGNON and that the preservation of principal is not as important as the accomplishment of these objectives. It is Settlor's specific intention that the Trustee administer the Trust to ensure that the needs of VALERIE GAGNON are provided for during her lifetime without any concern whatsoever for the interest of any remainderman.

E. Distributions of Qualified Retirement Plan Benefits and Individual Retirement Accounts. If the distributions under Paragraph (C), above are insufficient to meet the minimum distribution rules under IRC§401(a)(9) and the regulations thereunder, or any subsequent statute requiring minimum distributions from such plans or Individual Retirement Accounts, then the Trustee shall make distributions from Qualified Retirement Plan Benefits and Individual Retirement Accounts shall be in such additional amounts or in installments equal to the amount required to be distributed under the minimum distribution rules under IRC§401(a)(9) and the regulations thereunder, or any subsequent statute requiring minimum distributions from such plans or Individual Retirement Accounts. The Trustee shall have the right at any time to withdraw all or any part of the remaining benefit or Individual Retirement Account or to designate a beneficiary of the trust to receive any remaining payments directly and to have the right to withdraw at any time all or any part of the remaining benefit or Individual Retirement Account.

F. Spendthrift Provisions. To the fullest extent permitted by law, the interests of all of the beneficiaries of the VALERIE GAGNON TRUST and Trust property subject to this Trust, shall not be alienated, pledged, anticipated, assigned, or encumbered unless specifically authorized by the terms of this agreement. Such interests shall not be subject to legal process or to the claims of any creditors while such interests remain trust property.

G. Termination of Trust. Upon the death of VALERIE GAGNON this trust shall terminate and any principal and income remaining shall be distributed pursuant to Paragraph B of Article VIII, above.

ARTICLE X

METHODS OF DISTRIBUTION AND TRUST ADMINISTRATION WITH REGARD TO MINOR AND DISABLED BENEFICIARIES

A. General Guidelines for Distribution. Whenever a distribution is authorized or required by a provision of this agreement to any beneficiary who is disabled or incapacitated, such distribution may be made by the Trustee without continuing court supervision or the intervention of a guardian, conservator, or any other legal representative, without giving or requiring any bond or surety on bond, pursuant to any of the methods authorized under this Article. In making distributions under this Article, disability or incapacity shall include adjudicated mental incapacity by a court of competent jurisdiction, or incapacity because of age, illness or injury. Before making any distributions to beneficiaries under this Article, it is Settlor's desire that the Trustee, to the extent

that is both reasonable and possible, inquire into the ultimate disposition of the distributed funds and take into consideration the behavior of Trust beneficiaries with regard to their disposition of prior distributions of Trust property. The Trustee shall obtain a receipt from the person, corporation, or other entity receiving any distribution called for in this Article.

B. Methods of Payment. The Trustee may make the distributions called for in this Article in any one or more of the following ways:

- i. Directly to a beneficiary.
- ii. To persons, corporations, or other entities for the use and benefit of the beneficiary.
- iii. To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management, and custody of the account to a suitable person, corporation, or other entity for the use and benefit of the beneficiary.
- iv. In any prudent form of annuity purchased for the use and benefit of the beneficiary.
- v. To any person or duly licensed financial institution, including the Trustee, as a custodian under the Uniform Transfer to Minors Act, or any similar act, of any state; or in any manner allowed by any state Statute dealing with gifts or distributions to minors or other individuals under a legal disability.
- vi. To any guardian or other person deemed by the Trustee to be responsible, and who has assumed the responsibility of caring for the beneficiary.

C. The Trustees to Keep Property in Trust. If any trust property becomes distributable to a beneficiary when the beneficiary is under thirty-five (35) years of age, or when the beneficiary is under any form of disability or incapacity, as defined in this Article, the Trustee shall retain that beneficiary's share in a separate trust until he or she attains thirty-five (35) years of age, or until his or her disability has ceased, as follows:

- i. Distributions of Trust Income and Principal. The Trustee shall apply to or for the benefit of the beneficiary so much of the net income and principal of the trust as the Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's education, health, maintenance and support. In making any distributions of income and principal under this Article, the Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement. Any net income not distributed to a beneficiary shall be accumulated and added to principal.

ii. First Distribution of Principal. The Trustee shall distribute one third (1/3) of the corpus of the trust property then held for the benefit of a beneficiary upon the first to occur of the beneficiary's graduation from an accredited college or when he or she attains twenty-five (25) years of age.

iii. Second Distribution of Principal. The Trustee shall distribute one half (1/2) of the corpus of the trust property then held for the benefit of a beneficiary when he or she attains thirty (30) years of age.

iv. Termination and Final Distribution of Principal. The Trustee shall distribute all remaining trust property held for the benefit of a beneficiary when he or she attains thirty-five (35) years of age, or when he or she, in the opinion of the Trustee, ceases to be disabled or incapacitated.

v. A Beneficiary's Power to Appoint Trust Property. If a beneficiary should die before the complete distribution of his or her trust, the trust shall terminate and all of the trust property shall be distributed to such persons, corporations or other entities, including the beneficiary's own estate, in the manner in which the beneficiary shall elect. This general power of appointment must be exercised by the beneficiary either by a valid living trust or last will and testament, either of which specifically refers to this power of appointment. To the extent this general power of appointment is not exercised, the Trustee shall distribute the remaining trust property to the then living descendants of the beneficiary, per stirpes. If the beneficiary has no then living descendants, the Trustee shall distribute the remaining trust property to Settlor's then living descendants, per stirpes.

D. Vesting Not Postponed. The provisions of this Article shall not postpone vesting of any interest in the beneficiary.

ARTICLE XI

THE RESIGNATION, REPLACEMENT, AND SUCCESSION OF THE TRUSTEE

A. The Resignation of a Trustee. Any Trustee may resign by giving thirty days written notice to the Settlor or to Settlor's legal representatives. If Settlor is not living, the notice shall be delivered to the Trustees and to all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income from any trust created under this agreement. If a beneficiary is a minor or is legally incapacitated, the notice shall be delivered to that beneficiary's legal representative.

B. The Removal of a Trustee. Any Trustee may be removed as follows:

i. Removal by Settlor. Settlor reserves the right to remove any Trustee at any time.

ii. Notice of Removal. Settlor need not give any Trustee being removed any reason, cause, or ground for such removal. Notice of removal shall be effective when made in writing either by personal delivery to the Trustee and securing a written receipt, or mailing notice in the United States mails to the last known address of the Trustee by certified mail, return receipt requested.

C. Replacement of Trustees. Whenever a Trustee is removed, dies, resigns, becomes legally incapacitated, or is otherwise unable or unwilling to serve, that Trustee shall be replaced as follows:

i. By Settlor. Settlor may serve as the only Trustee or may name any number of Trustees to serve along with Settlor. If any of these Trustees subsequently die, resign, become legally incapacitated, or are otherwise unable or unwilling to serve as a Trustee, the Settlor may or may not fill the vacancy as she so desires.

ii. Disability Trustees of Settlor. Upon the disability of Settlor, as defined in Article IV, BURKE AND HERBERT BANK AND TRUST of Alexandria, Virginia is nominated and appointed disability Trustee and shall replace the initial Trustee, if then serving. If BURKE AND HERBERT BANK AND TRUST is unwilling or unable to serve or cannot continue to serve for any other reason, then FRIEDMAN, GRIMES, MEINKEN & LEISCHNER, PLLC, its successors or assigns, of Alexandria, Virginia shall be the successor disability Trustee.

iii. Death Trustee of Settlor. On the death of Settlor, BURKE AND HERBERT BANK AND TRUST of Alexandria, Virginia is nominated and appointed death Trustee and shall replace the initial Trustee or the disability Trustee, if then serving. If BURKE AND HERBERT BANK AND TRUST is unwilling or unable to serve or cannot continue to serve for any other reason, then FRIEDMAN, GRIMES, MEINKEN & LEISCHNER, PLLC, its successors or assigns, of Alexandria, Virginia shall be the successor death Trustee.

iv. Successor Trustees. If a successor Trustee is unwilling or unable to serve during the period in which Settlor is disabled or after Settlor's death, the next following named successor Trustee shall serve until the successor Trustees so named have been exhausted. A Trustee may be listed more than once in this Section. Naming a Trustee more than once is done as a convenience only and is not to be construed as a termination of that Trustee's Trusteeship.

v. Unfilled Trusteeship. In the event no named Trustees are available, the Trustees named in paragraphs ii and iii above shall have the power to forthwith nominate and appoint a corporate fiduciary to administer the Trust. If a named Trustee fails to nominate and appoint a successor Trustee a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement shall forthwith name a corporate fiduciary. If a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement cannot agree on a corporate fiduciary, any beneficiary can petition a court of competent jurisdiction, ex parte, to designate a corporate fiduciary as a Trustee. The court that designates the successor Trustee shall not acquire any jurisdiction over any trust created under this agreement, except to the extent necessary to name a corporate fiduciary as a successor Trustee.

vi. Disabled Trustee. A Trustee is "disabled" or under a "disability" whenever any Trustee other than a disabled Trustee or, if there is no such Trustee, any person who would become successor Trustee on such determination of disability, receives written certification from two licensed physicians, that such Trustee has become physically or mentally incapacitated, regardless of cause and regardless of whether or not there has been any adjudication of incompetence, mental illness, or need for a committee, conservator, guardian, or other personal representative. A Trustee is recovered from his or her disability whenever the then-serving Trustee receives written certification from two licensed physicians that he or she is no longer incapacitated and is again able to manage his or her own personal and financial affairs. No Trustee is liable to anyone, including the Settlor, for removing anyone from the Trusteeship, if the Trustee relied in good faith on the aforementioned physicians' certifications. No one else is liable to anyone for dealing with a Trustee other than the one removed for disability, if such removal was made upon good faith reliance on the aforementioned physicians' certifications.

D. Corporate Fiduciaries. Any corporate fiduciary named in this trust agreement or appointed by a court of competent jurisdiction as a Trustee must be a bank or trust company situated in the United States having trust powers under applicable federal or state law.

E. Powers and Liabilities of Successor Trustees. Any successor Trustee, whether corporate or individual, shall have all of the rights, powers and privileges, and be subject to all of the obligations and duties, both discretionary and ministerial, as given to the original Trustee. Any successor Trustee shall be subject to any restrictions imposed on the original Trustee. No successor Trustee shall be required to examine the accounts, records and acts of any previous Trustee. No successor Trustee shall in any way be responsible for any act or omission to act on the part of any previous Trustee.

ARTICLE XII

TRUST PROTECTOR

A. Appointment of Trust Protector. Subject to the provisions of subparagraph K(5) of this Article, Settlor's Attorney, Foster S. B. Friedman, Esq. of Alexandria, Virginia, shall act as Trust Protector of the trusts established under this Agreement. If Foster S. B. Friedman, Esq. is unwilling or unable to serve or cannot continue to serve for any other reason, then Settlor's Attorney, Gretchyn Gay Meinken, Esq. of Alexandria, Virginia shall be named as successor Trust Protector.

B. Definitions. References in this Agreement to "the Trust Protector" shall refer to the person or persons serving as Trust Protector or Co-Trust Protector, as the case may be, of the trusts established under this Agreement. The term "Qualified Person" shall mean any person or entity which is not one of the following: (a) the Settlor, (b) the Settlor's spouse, (c) a beneficiary (other than an initial Trustee), (d) an individual having a legal obligation in his/her individual capacity to support a beneficiary of any trust established under this Agreement, (e) a related or subordinate party (as defined in Section 672 (c) of the Internal Revenue Code and applicable regulations) with respect to the Settlor (or to the Settlor's spouse, to a beneficiary or to the person with the power to appoint such Qualified Person), or (f) an "adverse party" within the meaning of Section 672(a) of the Internal Revenue Code and applicable regulations.

C. Powers of Trust Protector. During the term of any trust established under this Agreement, the Trust Protector shall have the following powers, authorities and discretions with respect to any trust established under this Agreement and the property contained therein, exercisable personally, without the consent or approval of any other person or entity and without giving notice to, or obtaining the consent of, any beneficiary of any trust established under this Agreement and without obtaining order or license of court:

i. To appoint one or more individuals (and to designate the order in which they are to serve) each of whom is not one of the following: (a) the Settlor, (b) the Settlor's spouse, (c) a beneficiary (other than an initial Trustee), (d) an individual having a legal obligation in his/her individual capacity to support a beneficiary of any trust established under this Agreement, (e) a related or subordinate party (as defined in Section 672 (c) of the Internal Revenue Code and applicable regulations) with respect to the Settlor (or to the Settlor's spouse, to a beneficiary or to the person with the power to appoint such Qualified Person), or (e) an "adverse party" within the meaning of Section 672(a) of the Internal Revenue Code and applicable regulations (not being one of the foregoing makes such person a "Qualified Person") to serve as Trust Protector in the event the Trust Protector shall cease to serve in such capacity for any reason, including death, incapacity, renunciation or resignation. Such appointment shall be made by an instrument in writing. Such appointment shall be effective only if no provision is made in this Agreement for a successor to the Trust Protector making the appointment, or if provision is made in this Agreement for one or more successors and each such successor is unwilling or unable to serve as Trust Protector, as the case may be. Such appointment may be revoked or superseded by the Trust Protector making the appointment at any time prior to the date said Trust Protector ceases to serve under this Agreement.

ii. To, in the event that only one individual or entity is serving as sole Trustee under this Agreement, appoint one or more persons each of whom is a Qualified Person to serve as a Co-Trustee with the existing Trustee. Such appointment shall be made by an instrument in writing.

iii. To, in the event no person is appointed or each person appointed to serve as a successor Trustee is unwilling or unable to serve in such capacity, appoint one or more persons (and may designate the order in which they are to serve) each of whom is a Qualified Person to serve as successor Trustee. Such appointment shall be made by an instrument in writing.

iv. To, at any time and from time to time, remove any Trustee serving hereunder (including, without limitation, an initial Trustee) for any reason, with or without cause, and appoint one or more persons (and may designate the order in which they are to serve) each of whom is a Qualified Person to serve in the place and stead of the Trustee being removed. Such removal and appointment shall be made by an instrument in writing.

v. To change the situs of any trust created under this Agreement (and, to the extent necessary or appropriate, the trust assets) to a state or country other than the Commonwealth of Virginia, without notification to any beneficiary of such trust, if the Trust Protector believes it to be in the best interests of the trust or the beneficiaries to do so. The Trust Protector may elect that the law of such other jurisdiction shall govern the trust to the extent necessary or appropriate under the circumstances.

vi. To modify or reform the provisions of this Agreement, including its administrative provisions and the powers of a Trustee hereunder, without the ruling of any court, when the Trust Protector determines that such modification or reformation is required (i) to mitigate any adverse tax effects or to take advantage of any favorable change in the tax laws, regulations, rulings or decisions of the United States, any state thereof, and/or any country which is the situs of this trust, (ii) to adapt to any other changes in any laws governing such trust, or (iii) to ensure that Settlor's intent and the provisions and intent of this Agreement (including Settlor's intentions concerning the income, estate and gift tax effect of this trust are given effect, while adhering as closely as possible to the dispositive and other provisions set forth herein. Any such modification or reformation may apply retroactively to the inception of this trust. Notwithstanding the foregoing, no modification or reformation of this trust shall have the effect of: (a) benefiting the Trust Protector directly or indirectly, including granting to the Trust Protector any interest, right or power, administrative or otherwise, in the trust estate (other than any interest, right or power expressly granted or retained herein), the trust funds, or the income thereof; (b) nor of granting to any person any power expressly forbidden under the provisions of this Agreement; (c) nor of adding additional beneficiaries or changing any beneficial interest. Any modification or reformation effected under this provision may include a similar provision for further modification or reformation that shall in no case be broader than this provision. Such power shall be exercisable by the Trust Protector at any time or times during the term of this trust by submission of a written instrument to the Trustee that refers specifically to this power.

vii. To irrevocably disclaim or relinquish any powers, authorities or discretions conferred upon the Trust Protector at any time after the execution of this Agreement by submission of a written instrument to the Trustee to that effect. If the instrument so states, the disclaimer or relinquishment shall also be binding on all subsequent Trust Protectors.

D. Deadlock and Delegation of Powers. Except as otherwise required by the provisions of this Agreement, when two Trust Protectors are serving together, any action taken shall be taken by unanimity. Except as otherwise required by the provisions of this Agreement, when more than two Trust Protectors are serving together, any action taken shall be taken by the majority of their number then serving. Any Co-Trust Protector may, by an instrument in writing, from time to time, delegate to the other, or others, the exercise of all or any of the powers (except those powers not exercisable by such other Trust Protector) conferred upon the Co-Trust Protector under this Agreement, and may at pleasure revoke any such delegation. No Trust Protector shall be liable for the exercise or non-exercise of any powers, authorities and discretions delegated hereunder to any other Trust Protector.

E. Resignation of Trust Protector. A Trust Protector may resign at any time by an instrument in writing that expresses such intention and which is delivered to the then-serving Trustee and to the successor Trust Protector; provided, however, that any such resignation shall be effective only after a successor Trust Protector has been appointed in accordance with the requisite provisions of this Article.

F. No Conflict. A Trust Protector may act even if he or she may have a conflict of interest individually or in the capacity of fiduciary of an estate or of fiduciary or Trust Protector of another trust.

G. Powers of Successor. Unless otherwise specifically prohibited by this Agreement, a successor Trust Protector shall be authorized to exercise all powers, authorities and discretions granted to the initial Trust Protector.

H. Waiver of Bond. To the extent allowed by law, no bond shall be required of the Trust Protector, or if a bond is required by law, no surety on such bond shall be required.

I. Binding Authority. All decisions made by the Trust Protector under this Agreement shall be binding and conclusive upon all persons who are, or who may become, interested in any trust established or administered under this Agreement, including, without limitation, the Trustee and the beneficiaries of any trust established under this Agreement, or any of them, and the Trust Protector shall not be liable for any loss to any trust or to any person who is, or who may become, interested in any trust established or administered under this Agreement, including, without limitation, the beneficiaries of any trust established under this Agreement, with regard to the exercise, failure to exercise and/or disclaimer of any powers, authorities and discretions conferred upon the Trust Protector under this Agreement, unless such, exercise, failure to exercise and/or disclaimer of any power, authority and discretion conferred under this Agreement is the result of bad faith. Furthermore, a successor Trust Protector shall not be liable for any act or omission of a predecessor Trust Protector. In the absence of bad faith on the part of

a Trust Protector, such Trust Protector shall be indemnified from the trust for any and all liability, cost and expense, including reasonable attorney's fees, incurred by the Trust Protector by reason of any exercise, failure to exercise and/or disclaimer of any power, authority, and discretion conferred under this Agreement. In furtherance thereof, a Trust Protector's right to indemnification shall not await the resolution of any litigation or any judicial determination that such Trust Protector is entitled to indemnification hereunder, and such costs and expenses shall be advanced from the trust as such Trust Protector incurs them; provided, however, that if a court of competent jurisdiction subsequently determines that such Trust Protector acted, or failed to act, in bad faith, such Trust Protector shall repay to the trust all costs and expenses in respect of which such Trust Protector had been indemnified. The indemnities available to a Trust Protector under this paragraph shall be extended to any person who appointed such Trust Protector, unless such appointment is made in bad faith.

J. Compensation of Trust Protector. Any individual serving as Trust Protector or Co-Trust Protector of any trust established under this Agreement, as the case may be, shall be entitled to receive for his or her services hereunder the hourly rate regularly charged others for his or her services or, if none, the compensation that would reasonably be charged by an individual performing such services.

K. Miscellaneous. Notwithstanding any provision of this Agreement to the contrary:

i. In no event shall the Settlor be appointed as, or appoint, a Trust Protector, Co-Trust Protector, successor Trust Protector and/or successor Co-Trust Protector under this Agreement.

ii. In no event shall Settlor's spouse be appointed as a Trust Protector, Co-Trust Protector, successor Trust Protector and/or successor Co-Trust Protector under this Agreement.

iii. In no event shall a beneficiary, whether current or contingent, of any trust established under this Agreement be appointed as a Trust Protector, Co-Trust Protector, successor Trust Protector and/or successor Co-Trust Protector under this Agreement.

iv. The only capacity in which a beneficiary may appoint a Trust Protector is when such person is the designated Information Recipient.

v. In no event shall an individual having a legal obligation in his or her individual capacity to support a beneficiary of any trust established under this Agreement be appointed as a Trust Protector, Co-Trust Protector, successor Trust Protector and/or successor Co-Trust Protector under this Agreement.

vi. Subject to the provisions of subparagraph K(7) of this Article, only a person who is a Qualified Person with respect to the exercise or nonexercise of the powers, authorities and discretions set forth in subparagraph C(2) of this Article may serve as a Trust Protector of the trusts established under this Agreement.

vii. A Trust Protector serving under this Agreement shall not participate in the exercise of, or exercise, any power, authority or discretion conferred upon him or her as Trust Protector that (i) would cause such Trust Protector (a) to possess a general power of appointment, within the meaning of Section 2041 and Section 2514 of the Internal Revenue Code and applicable regulations, (b) to possess any incidents of ownership with respect to an insurance policy held hereunder on the life of such Trust Protector, within the meaning of Section 2042(2) of the Internal Revenue Code and applicable regulations, or (c) to effect a taxable transfer. If the provisions of this subparagraph preclude the sole Trust Protector or all the Trust Protectors from exercising any power, authority or discretion granted under this Agreement, said Trust Protector or Trust Protectors, as the case may be, shall be entitled to appoint a person who is a Qualified Person with respect to the exercise or nonexercise of the powers, authorities and discretions set forth in this Article to serve as Co-Trust Protector with sole authority to exercise such power, authority or discretion. Such appointment shall be made by an instrument in writing. A Co-Trust Protector may be appointed pursuant to this subparagraph for a limited purpose or to hold only specified powers. Subject to the provisions of this Article allowing for the appointment of a successor Trust Protector, such appointment shall terminate, and such individual shall be deemed to have resigned as a Trust Protector, upon the last of the Trust Protectors' making the appointment ceasing to serve as Trust Protector for any reason, including death, incapacity or resignation; provided, however, that the successor to such Trust Protector, if any, appointed pursuant to the provisions of this Article shall be a person who is a Qualified Person with respect to the exercise or nonexercise of the powers, authorities and discretions set forth in this Article, as successor Trust Protector or successor Co-Trust Protector.

ARTICLE XIII

GENERAL MATTERS AND INSTRUCTIONS WITH REGARD TO THE TRUSTEESHIP

A. Use of "Trustee" Nomenclature. As used throughout this agreement, the word Trustee shall refer to the initial Trustee as well as any single, additional, or successor Trustees. It shall also refer to any individual, corporation, or other entity acting as a replacement, substitute, or added Trustee.

B. No Requirement to Furnish Bond. The Trustee shall not be required to furnish any bond for the faithful performance of its duties. If a bond is required by any law or court of competent jurisdiction, it is my desire that no surety be required on such bond.

C. Court Supervision Not Required. All trusts created under this agreement shall be administered free from the active supervision of any court. Any proceedings to seek judicial instructions or a judicial determination shall be initiated by the Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

D. The Trustee's Responsibility to Make Information Available to Beneficiaries. The Trustee shall report, at least semi-annually, to the beneficiaries then eligible to receive mandatory or discretionary distributions of the net income from the various trusts created in this agreement all of the receipts, disbursements, and distributions occurring during the reporting

period along with a complete statement of the trust property. The trust's books and records along with all trust documentation shall be available and open at all reasonable times to the inspection of the trust beneficiaries and their representatives. The Trustee shall not be required to furnish trust records or documentation to any individual, corporation, or other entity that is not a beneficiary, does not have the express written approval of a beneficiary, or is not requesting such pursuant to a court order.

E. Delegation Among the Trustees. Any Trustee may delegate to any other Trustee the power to exercise any or all powers granted the Trustee in this agreement, including those which are discretionary, if allowed by law. The delegating Trustee may revoke any such delegation at will. The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing executed by the delegated Trustee. So long as any such delegation is in effect, any of the delegated powers may be exercised by the Trustee receiving such delegation with the same force and effect as if the delegating Trustee had personally joined in the exercise of such power.

F. Utilization of Substitute Trustee. If the Trustee is unwilling or unable to act as to any trust property, whether due to a conflict of interest or any other reason, the Trustee may designate, in writing, Settlor's spouse, one of the Settlor's children, a bank trust department, or trust company to act as a substitute Trustee with regard to such property. The property being administered by the substitute Trustee, as well as the net income therefrom, shall be distributed or remitted as directed by the delegating Trustee consistent with the terms of this agreement. Each substitute Trustee shall exercise all of the fiduciary powers granted by this agreement unless expressly limited by the delegating Trustee in the instrument appointing such substitute Trustee, or by any provision within this Section F. Any substitute Trustee may resign at any time by delivering written notice to the Trustee to that effect.

G. Trustee's Fee. The Trustee shall be entitled to fair and reasonable compensation for the services it renders as a fiduciary. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale. A corporate trustee shall receive for services the compensation set out in their published fee schedule in effect at the time such services are rendered. The Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with its fiduciary duties under this agreement.

H. Number of Trustees Required to Control. At such time as the original Trustee is unable or unwilling to act as Trustee, for whatever reason, then the following guidelines shall be followed:

- i. When more than two Trustees are acting, the concurrence and joinder of a majority of Trustees shall control in all matters pertaining to the administration of any trust created under this agreement. If only two Trustees are acting, the concurrence and joinder of both shall be required. In the event that only two Trustees are acting and there is a deadlock as to any matter pertaining to the administration of any trust created under this agreement, then the beneficiaries then eligible to receive mandatory or discretionary distributions of net income shall forthwith vote on a resolution of such deadlocked issue.

ii. When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the Trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

I. Successor Corporate Fiduciaries. If any bank or trust company succeeds to the trust business of any corporate fiduciary serving as a Trustee under this agreement, whether because of a name change or any other form of reorganization, or if such corporate fiduciary ever transfers all of its existing business to any other bank or trust company, the successor shall thereupon, without any action being required, succeed to the trusteeship as if originally named.

J. Early Termination of Trusts Based on Cost. If the Trustee shall determine, in its sole and absolute discretion, that any trust created under this agreement has become uneconomical to administer due to the high cost of administration relative to the value of the trust property, the Trustee may terminate such trust or trusts and distribute the trust property, including any accrued but undistributed net income, in the following order:

- i. To the Settlor if then living.
- ii. To the mandatory income beneficiaries of the trust, per stirpes.
- iii. To the beneficiaries then entitled to receive discretionary payments of income, per stirpes.

ARTICLE XIV

THE TRUSTEE'S ADMINISTRATIVE AND INVESTMENT POWERS

A. Introduction to Trustee's Powers. Except as otherwise provided in this agreement, the Trustee shall have both the administrative and investment powers enumerated under this Article and any other powers granted by law with respect to the various trusts created by this agreement.

B. Powers to be Exercised in the Best Interests of the Beneficiaries. The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interest of the beneficiaries. Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

C. Administrative and Investment Powers. The Trustee is hereby granted the following administrative and investment powers:

ii. When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the Trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

I. Successor Corporate Fiduciaries. If any bank or trust company succeeds to the trust business of any corporate fiduciary serving as a Trustee under this agreement, whether because of a name change or any other form of reorganization, or if such corporate fiduciary ever transfers all of its existing business to any other bank or trust company, the successor shall thereupon, without any action being required, succeed to the trusteeship as if originally named.

J. Early Termination of Trusts Based on Cost. If the Trustee shall determine, in its sole and absolute discretion, that any trust created under this agreement has become uneconomical to administer due to the high cost of administration relative to the value of the trust property, the Trustee may terminate such trust or trusts and distribute the trust property, including any accrued but undistributed net income, in the following order:

- i. To the Settlor if then living.
- ii. To the mandatory income beneficiaries of the trust, per stirpes.
- iii. To the beneficiaries then entitled to receive discretionary payments of income, per stirpes.

ARTICLE XIV

THE TRUSTEE'S ADMINISTRATIVE AND INVESTMENT POWERS

A. Introduction to Trustee's Powers. Except as otherwise provided in this agreement, the Trustee shall have both the administrative and investment powers enumerated under this Article and any other powers granted by law with respect to the various trusts created by this agreement.

B. Powers to be Exercised in the Best Interests of the Beneficiaries. The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interest of the beneficiaries. Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

C. Administrative and Investment Powers. The Trustee is hereby granted the following administrative and investment powers:

i. Common Fund Powers. For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund. The Trustee may make joint investments with respect to the funds comprising the trust property. The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

ii. Compensation Powers. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement. The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement, and shall reasonably compensate those persons employed by the Trustee, including agents, auditors, accountants, and attorneys.

iii. Distribution Powers. The Trustee is specifically authorized to make divisions and distributions of the trust property either in cash or in kind, or partly in cash and partly in kind, or in any proportion it deems advisable. It shall be under no obligation or responsibility to make pro rata divisions and distributions in kind. The Trustee may allocate specific property to any beneficiary or share although the property may differ in kind from the property allocated to any other beneficiary or share. The foregoing powers may be exercised regardless of the income tax basis of any of the property.

iv. Funeral and Burial Expenses. The Trustee may, in its sole and absolute discretion, pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement. Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes. The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

v. Income and Principal Powers. The Trustee may determine in a fair, equitable, and practical manner how all Trustee's fees, disbursements, receipts, and wasting assets shall be credited, charged or apportioned between principal and income. The Trustee may set aside from trust income reasonable reserves for taxes, assessments, insurance premiums, repairs, depreciation, obsolescence, depletion, and for the equalization of payments to or for the beneficiaries; they may select any and all accounting periods with regard to the trust property.

vi. Investment Powers in General. The Trustee may invest and reinvest in such classes of stocks, bonds, securities, mutual funds or other property, real or personal, as it shall determine. The Trustee may invest in investment trusts as well as in common trust funds. The Trustee may purchase life, annuity, accident,

sickness, and medical insurance on the behalf of and for the benefit of any trust beneficiary.

vii. Life, Property and Medical Insurance Powers. The Trustee shall have the powers with regard to life insurance as set forth in this paragraph vii, except as otherwise provided in this agreement. The Trustee may purchase, accept, hold and deal with as owners, policies of insurance on the life of the Settlor, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest. The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy. The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan. The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy. Upon termination of any trust created under this agreement, the trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property. In addition, the Trustee shall have the power to apply for and own any policies of insurance on any of my property, and against any liabilities or damages the trustee deems advisable, to pay any premiums or other charges required to maintain such policies, and to exercise any incident of ownership over such policies, including, but not limited to, any right to change or cancel the policy or make any elections with respect to the policies. Further, the Trustee shall have the power to maintain, renew, and purchase such medical and long-term care insurance as the Trustee shall deem necessary, as well as file insurance claims, and collect the proceeds.

viii. Nominee Powers. The Trustee may hold any trust property in the names of the Trustee, or in the name of a nominee, and may enter into agreements to facilitate holding such property. It may accomplish such with or without disclosing their fiduciary capacity.

ix. Nonproductive Property. The Trustee may hold property which is non-income producing or is otherwise non-productive if the holding of such property is, in the sole and absolute discretion of the Trustee, in the best interests of the beneficiaries.

x. Powers of Attorney. The Trustee may execute, deliver, and grant to any individual or corporation a revocable power of attorney to transact any and all business on behalf of the various trusts created in this agreement. The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that the Trustee could have exercised.

xi. Powers to Merge Similar Trusts. The Trustee may merge and consolidate any trust created in this agreement with any other trust created by the

Settlor, or any other person at any other time, if the other trust contains substantially the same terms for the same beneficiaries, and has at least one Trustee in common with the trust or trusts created in this agreement. The Trustee may administer such merged and consolidated trusts as a single trust or unit. If, however, such a merger or consolidation does not appear feasible, as determined in the sole and absolute discretion of the Trustee, the trustees may consolidate the assets of such trusts for purposes of investment and trust administration while retaining separate records and accounts for the respective trusts.

xii. Powers of an Interested Trustee. Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee. This shall apply unless any such distribution is limited by an ascertainable standard relating to the education, health, maintenance, and support of such individual Trustee. No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support, as to that support obligation.

xiii. Real Estate Powers. The Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under this agreement. The Trustee may grant or release easements and other interests with respect to real estate and develop and subdivide real estate. The Trustee may elect to insure, as it deems advisable, all actions contemplated by this paragraph. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

xiv. Business Powers. The Trustee may retain and continue any business in which Settlor has or has had an interest as a shareholder, partner, sole proprietor, or as a participant in a joint venture, even though that interest may constitute all or a substantial portion of the trust property. The Trustee may directly participate in the conduct of any such business or employ others to do so on behalf of the beneficiaries. The Trustee may execute partnership agreements, buy-sell agreements, and any amendments to them. The Trustee may participate in the incorporation of any trust property, any corporate reorganization, merger, consolidation, recapitalization, liquidation, dissolution, or any stock redemption or cross purchase buy-sell agreement. The Trustee may hold the stock of any corporation as trust property, and may elect or employ directors, officers, employees, and agents, and compensate them for their services. The Trustee may sell or liquidate any business interest that is part of the trust property. The Trustee may carry out the provisions of any agreement entered into by the Settlor for the sale of any business interest or the stock thereof. The Trustee may exercise all of the business powers granted in this agreement regardless of whether the Trustee is personally interested or an involved party with respect to any business enterprise forming a part of the trust property.

xv. Loan, Borrowing, and Encumbrance Powers. The Trustee may loan money to any person, including a beneficiary, with or without interest, on any term or on demand, with or without collateral, as it deems in the best interest of the trust beneficiaries. The Trustee may borrow money upon such terms and conditions as it shall deem advisable, including, in the case of a corporate fiduciary, the power to borrow from its own banking or commercial department. The Trustee shall have the power to obligate the trust property for the repayment of any sums borrowed where the best interests of the beneficiaries have been taken into consideration. The Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in this agreement.

xvi. Margin and Brokerage Account Powers. The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales and on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by the Trustee with such brokers as securities for loans and advances made to the Trustee.

xvii. Mortgage Powers. The Trustee shall have the power to enter into any mortgage whether as a mortgagee or mortgagor; to purchase mortgages on the open market and to otherwise buy, sell, or trade in first or subordinate mortgages. It may reduce the interest rate on any mortgage and consent to the modification or release of any guaranty of any mortgage. The Trustee may continue mortgages upon and after maturity with or without renewal or extension, and may foreclose any mortgage. The Trustee may purchase the mortgaged property or acquire it by deed from the mortgagor without foreclosure.

xviii. Powers of an Insured Trustee. Any individual Trustee under this agreement, other than the Settlor, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property. If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee. If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the Trusteeship. If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

xix. S Corporation Stock. If at any time a trust created under this agreement holds stock in an S corporation and such trust is not a qualified Subchapter S trust, the Trustee may, in its sole and absolute discretion, distribute

xv. Loan, Borrowing, and Encumbrance Powers. The Trustee may loan money to any person, including a beneficiary, with or without interest, on any term or on demand, with or without collateral, as it deems in the best interest of the trust beneficiaries. The Trustee may borrow money upon such terms and conditions as it shall deem advisable, including, in the case of a corporate fiduciary, the power to borrow from its own banking or commercial department. The Trustee shall have the power to obligate the trust property for the repayment of any sums borrowed where the best interests of the beneficiaries have been taken into consideration. The Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in this agreement.

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xviii. Powers of an Insured Trustee. Any individual Trustee under this agreement, other than the Settlor, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property. If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee. If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the Trusteeship. If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

xix. S Corporation Stock. If at any time a trust created under this agreement holds stock in an S corporation and such trust is not a qualified Subchapter S trust, the Trustee may, in its sole and absolute discretion, distribute

such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other property in such trust. In addition, the Trustee may divide a trust created under this agreement into separate trusts for each of the beneficiaries, with each newly created trust holding that beneficiary's pro rata share of the S corporation Stock. Each newly created trust shall have the mandatory distributions of income. In all other respects, the newly created trusts shall be as consistent as possible with the original trusts and still qualify as qualified Subchapter S Trusts.

xx. Securities Powers. In addition to those securities powers granted throughout this Article, the Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property. The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

xxi. Sale, Lease, and Other Dispositive Powers. The Trustee may sell, lease, transfer, exchange, grant options with respect to, or otherwise dispose of the trust property. The Trustee may deal with the trust property at such time or times, for such purposes, for such considerations and upon such terms, credits, and conditions, and for such periods of time, whether ending before or after the term of any trust created under this agreement, as it deems advisable. The Trustee may make such contracts, deeds, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the trust property in all other ways which a natural person could deal with his or her property.

xxii. Settlement Powers. The Trustee may compromise, adjust, arbitrate, alter the terms of, or abandon any claim in favor of or against any trust created under this agreement, and may take deeds in lieu of foreclosure.

xxiii. Trust Additions and Retention Powers. The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from the Settlor or any other person, corporation or entity. Upon receipt of any additional trust property, the Trustee shall administer and distribute the same as part of the trust property. The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

xxiv. Trustees' or Fiduciaries' Powers Act. In addition to all of the powers specifically granted the Trustee in this Article, the Trustee may exercise those powers set forth under Virginia Code Section 64.2-105, together with any amendment to such laws. The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement. All of the powers granted to the Trustee in this Article shall be in addition to those powers conferred upon Trustees under all applicable state and federal statutes. Each power conferred upon the trustee under this Article, or upon Trustees in general, by applicable state or federal statutes, shall be subject to any express limitations or contrary directions contained in this agreement.

ARTICLE XV

DEFINITIONS AND GENERAL PROVISIONS

A. Definitions. For the purposes of this agreement, the following words and phrases shall be defined as follows:

i. Adopted and Afterborn Persons. Persons who are legally adopted while they are under eighteen years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents. A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

ii. Descendants. In all respects a person's "descendants" shall include all of his or her lineal descendants through all generations. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of eighteen years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

iii. Per Stirpes Distributions. Whenever a distribution is to be made to a person's descendants, per stirpes:

The distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants.

Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.

iv. Education. As used in this trust, "education" shall include:

Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

Any course of study or instruction at any institution for specialized, vocational, or professional training.

Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

Distributions for education may include tuition, fees, books, supplies, living expenses, travel, and spending money to the extent that they are reasonable.

v. Personal Representative. For the purposes of this agreement, the term "Personal Representative" shall include an executor, administrator, guardian, custodian, conservator, trustee, or any other form of personal representative.

vi. Incapacity. Except as otherwise provided in this agreement, any individual may be treated as being under a legal disability, incompetent, or incapacitated, if:

Declared or adjudicated as such by a court of competent jurisdiction or federal administrative agency or

A guardian, conservator, or other personal representative of such individual's person or estate has been appointed by a court of competent jurisdiction, or

Certified as such in writing by at least two licensed physicians.

B. The Rule Against Perpetuities. Unless sooner terminated by the express provisions of this agreement, each trust created in this agreement shall terminate twenty-one years after the death of the last survivor of the group composed of the Settlor and those descendants of Settlor living at the time of her death. At that time, the property held in trust shall be discharged of any further trust, and shall immediately vest in and be distributed to those persons entitled to receive or have the benefit of the income from the respective trust. For purposes of distributions under this Section B only, it shall be presumed that any person then entitled to receive discretionary payments of the income of a separate trust is entitled to receive all of the income, and it shall be presumed that any class of persons entitled to receive discretionary payments of income is entitled to receive all of such income.

C. Spendthrift Provisions. To the fullest extent permitted by law, the interests of all of the beneficiaries in the various trusts and trust property subject to this agreement, except for Settlor's interest in the various trusts or trust property subject to this agreement, shall not be alienated, pledged, anticipated, assigned, or encumbered unless specifically authorized by the terms of this agreement. Such interests shall not be subject to legal process or to the claims of any creditors, other than Settlor's creditors to the extent of Settlor's interest in the trusts or trust property, while such interests remain trust property.

D. Sole, Separate, Equitable Estate. Each item passing to a beneficiary under this Trust shall be held and owned by such beneficiary in his or her own right as his or her sole and separate equitable estate, for his or her sole and separate use and benefit, free from the control and marital rights of any present or future spouse.

E. Maintaining Property in Trust. If, on termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom the Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed. The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

F. Contest Clause. If any beneficiary, other than the Settlor, shall in any manner, directly or indirectly, attempt to contest or oppose the validity of this agreement, including any amendments thereto, or commences or prosecutes any legal proceedings to set this agreement aside, then in such event such beneficiary shall forfeit his or her share, cease to have any right or interest in the trust property, and shall be deemed to have predeceased Settlor.

G. Changing the Trust Situs. After the death or disability of the Settlor, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement. If such consent is obtained, the beneficiaries shall notify the Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate trustee shall assume its duties as provided under this agreement. A change in situs under this Section G shall be final and binding, and shall not be subject to judicial review.

H. General Matters. The following general matters of construction shall apply to the provisions of this agreement:

i. Construction. Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

ii. Headings of Articles, Sections, and Paragraphs. The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

iii. Notices. All notices required to be given in this agreement shall be made in writing either by:

Personal delivery to the party requiring notice, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt of or the date of the return receipt.

iv. Delivery. For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested to the party making delivery.

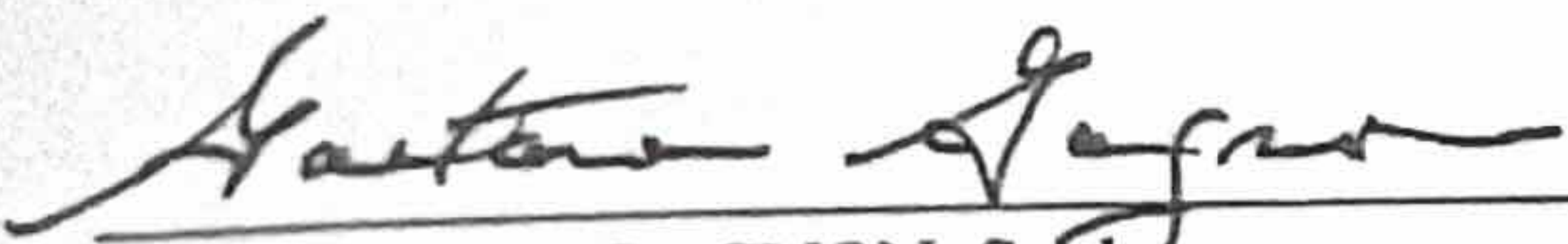
The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

v. Applicable Law. The validity of this trust shall be determined by reference to the laws of the Commonwealth of Virginia. Questions with regard to the construction and administration of the various trusts contained in this agreement shall be determined by reference to the laws of the state in which the trust is then currently being administered.

vi. Severability. If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

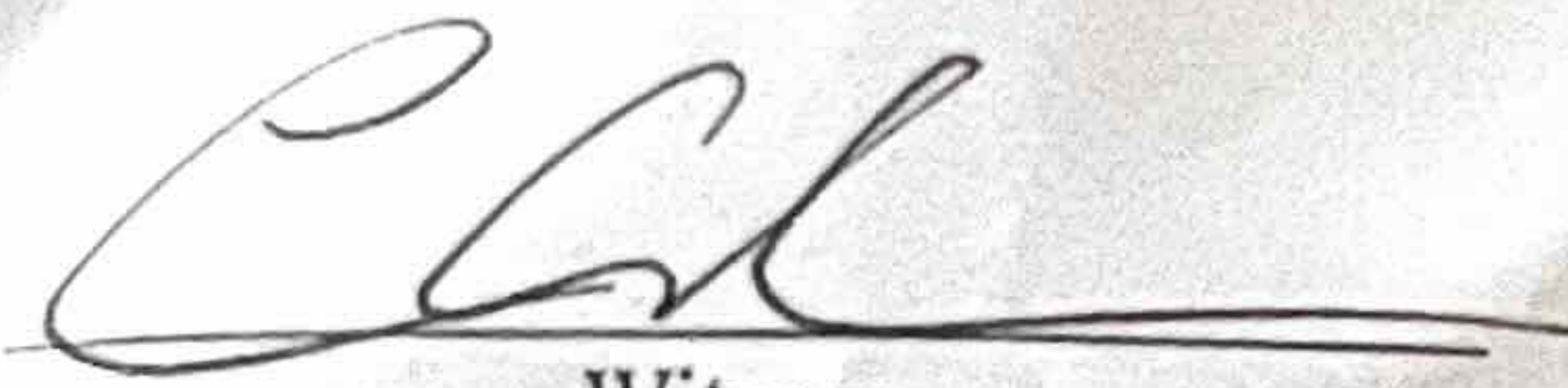
I have executed this agreement the day and year first written above.

I certify that I have read the foregoing revocable living trust agreement, and that it correctly states the terms and conditions under which the trust property is to be held, managed and disposed of by the Trustee. I approve this revocable living trust in all particulars, and request the Trustee to execute it.


GAETANE R. GAGNON, Settlor


GAETANE R. GAGNON, Trustee

GAETANE R. GAGNON signed the foregoing Trust in my presence as Settlor and Trustee. GAETANE R. GAGNON is known to me and I believe the declarant to be of sound mind.


Witness


Witness

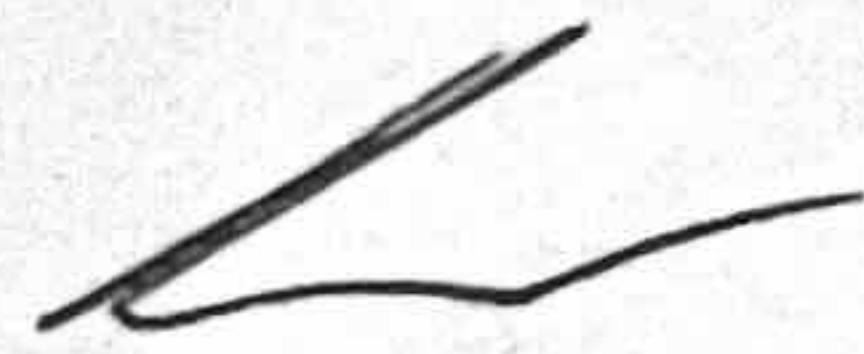
COMMONWEALTH OF VIRGINIA

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CITY OF ALEXANDRIA

The foregoing living trust agreement was acknowledged before me on this 27th day of June 2024, by GAETANE R. GAGNON, as Settlor and Trustee.

Witness my hand and official seal.



Notary Public

My commission expires 8/31/2026

FOSTER S. B. FRIEDMAN
NOTARY PUBLIC
REG. #255137
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUGUST 31, 2026