CERTIFICATION OF TRUST
THE LME 2017 FAMILY TRUST

The undersigned, being all of the currently serving Trustees of "THE LME 2017 FAMILY TRUST," dated March 20, 2017 (the "Trust"), being first duly sworn, depose and say that said trust provides in pertinent part as follows:

1. The form in which title to assets of the trust should be taken is as follows:

   THE LME 2017 FAMILY TRUST, dated March 20, 2017, LISA McELHONE and JOSEPH W. LAFORTE, Trustees

2. **Grantor**. The Grantor under the terms of said trust is LISA McELHONE.

3. **Family Trustees**. The Family Trustees under said trust are LISA McELHONE and JOSEPH W. LAFORTE.

4. **Independent Trustee**. The Independent Trustee under said trust is PREMIER TRUST, INC., its successors and assigns. The Independent Trustee's powers have been limited to those of a Special Trustee as provided in Paragraph 8. below.

5. Attached to this Certification of Trust as Exhibit A and incorporated in it by reference are selected provisions of the Trust evidencing powers of the Trustee.

6. The Trust is irrevocable and is currently in full force and effect.

7. Whenever the term "Trustee" or "Trustees" is used, either the Family Trustee(s) or the Independent Trustee(s) may act alone to bind the trust, unless the Family Trustee(s) has limited the responsibilities of the Independent Trustee(s) to those of a Special Trustee.

8. **Limiting Independent Trustee Responsibilities to Those of a Special Trustee.** Pursuant to Section 7.9 of the Trust Agreement, the Family Trustee has limited the initial Independent Trustee's responsibilities to those of a Special Trustee. Until the Family Trustee provides written notice to the Independent Trustees otherwise (which may be amended or terminated at any time by notice from the then Family Trustee to the then Independent Trustee of such trust), each Independent Trustee of such trust shall have only those responsibilities and powers specifically vested by the terms of the Trust Agreement in the Independent Trustee alone; and those responsibilities and powers the exercise of which the Family Trustee is specifically excluded by the terms of the Trust Agreement (for any reason whatsoever). Until the Family Trustee provides written notice to the Independent Trustees otherwise, each Independent Trustee shall be treated for all purposes as a "Special Trustee" whose powers, duties and responsibilities are thus limited to those specifically vested in such trusteeship (and none that result generically from designating such office as a trusteeship). Notwithstanding the foregoing, if the Independent Trustee is a bank or trust company, the Independent Trustee, even if limited to a "Special Trustee" under the Trust Agreement, shall have the power to maintain the trust records, and originate, facilitate and review trust accountings and income tax returns; and to exercise the powers outlined in Article VIII of the Trust Agreement.

9. The Trust is a grantor trust that has a separate tax identification number.

10. The situs of the Trust is Nevada and Nevada law governs the validity, construction and administration of the trust.

11. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.

EXHIBIT
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12. This Certification of Trust is being signed by all of the currently acting Trustees of "THE LME 2017 FAMILY TRUST," dated March 20, 2017.

Affiant:

LISA McELHONE

Dated: March 20, 2017

STATE OF FLORIDA)
COUNTY OF Miami-Dade)

SUBSCRIBED and SWORN to (or affirmed) before me this 20 day of March, 2017 by Lisa Mc ElHone.

NOTARY PUBLIC

HERIBERT JEAN-LOUIS
MY COMMISSION # FF904544
EXPIRES: July 29, 2019

Affiant:

JOSEPH W. LAFORTE

Dated: March 20, 2017

COUNTY OF Miami-Dade)

SUBSCRIBED and SWORN to (or affirmed) before me this 20 day of March, 2017 by Joseph W. LAFORTE.

NOTARY PUBLIC

HERIBERT JEAN-LOUIS
MY COMMISSION # FF904544
EXPIRES: July 29, 2019

Affiant:

PREMIER TRUST, INC.

By: Brian Simmons
SVP / Trust Officer

Dated: March 24th, 2017

STATE OF NEVADA)
COUNTY OF CLARK)

SUBSCRIBED and SWORN to (or affirmed) before me this 24th day of March, 2017 by Brian Simmons, on behalf of PREMIER TRUST, INC.

NOTARY PUBLIC

STEVEN L. SPENDLOVE
Notary Public State of Nevada
No. 16-1387-1
My appt. exp. Jan. 13, 2020

EXHIBIT A – TRUSTEE POWERS

6.1 **In General.** With respect to each trust hereunder, during its existence and until such time after its termination as all of its assets have been distributed, its Trustees, in their discretion, shall have the power and are authorized to:

A. Enter upon and take possession of the trust property and invest and reinvest the same in real, personal and mixed assets, improved and unimproved, tangible and intangible, of any kind and nature whatsoever, foreign as well as domestic, that yield a high rate of income or no current income including, but without limitation, securities issued by an institution that is or may become a Trustee hereunder, common and preferred stocks (regardless of dividend arrearages), leverage type securities, options, puts and calls, fixed income bearing securities (secured or unsecured and notwithstanding default in interest), units of participation in limited partnerships, in real estate investment trusts and/or in common trust funds, investment trust stocks, mutual funds and other securities and investments of any kind, without regard to whether any such securities or investments are of a kind known to exist at the date of this instrument and whether any such investments shall be in (i) unseasoned or fledgling companies or securities that are (a) not listed on any stock exchange or public market nor registered with any securities commission, or (b) subject to contractual, legal or other restrictions (including "investment letter" restrictions), or (ii) oil, gas, and other mineral interests and natural resources, leasehold interests (including agricultural, business, etc.), commodities, currencies, collectibles, insurance and/or annuity contracts of any kind on the life of any person or persons, life estates, remainder interests, etc., not being limited by any present or future investment law and whether or not the same may be regarded by any statute, rule of law or otherwise as being proper investments for Trustees, all without regard to the "prudent man rule," to the relation any such investment may bear to the value of such trust or to the type or character of other investments in such trust, or to the effect such investment may have upon the diversification of the investments in such trust and even though such investment or reinvestment shall be when made or shall thereafter become unproductive of income, unmarketable, risky or speculative; and such investments may be purchased from or made in common with any person or persons notwithstanding that any such person may control such investment and/or may be, directly or indirectly, a beneficiary or a fiduciary hereunder; and any business partially or wholly owned by such trust may separately compensate any fiduciary and/or beneficiary hereunder for any services rendered directly to such business;

B. Retain, for as long as may be deemed desirable, all property in the form in which the same shall be acquired by such trust, without regard to any trust investment rules of any kind nor to the proportion that any one asset or class of assets may bear to the whole and without liability for any loss that may be incurred thereby;

C. Open checking, savings, custody, agency and cash and margin brokerage accounts and safe deposit boxes with any institution(s) empowered to accept the same, including any that may be a Trustee hereunder, either (i) in their names or any of their names (with or without disclosing fiduciary capacity), (ii) in the name of such trust (where an account is in the name of a trust, checks on that account and authorized signatures need not disclose the fiduciary nature of the account or refer to any trust or Trustee), or (iii) in the name of such trust's nominee(s), depositing therein any part or all of the funds and securities of such trust, and withdrawals therefrom and access thereto shall be permitted on the signature of any one or more of the Trustees and/or nominees, with the right and power to authorize withdrawals and/or access on the sole signature of any agent or agents designated in writing by such Trustees;

D. Employ such accountants, custodians, experts, counsel (legal and/or investment), and other agents as may be deemed advisable (notwithstanding such person or entity may be, or be affiliated in business with, any Trustees hereunder) and delegate discretionary powers to and rely upon information or advice furnished by them;

E. Sell (either for cash or partly for cash and partly on credit for any period, with or without security), option, convey, exchange (whether or not of like kind or similar use), lease (for any length of time regardless of the possible or actual prior termination of any trust), partition, plat, rezone, subdivide, improve and/or develop (and, where appropriate, dedicate for public use, demolish, construct, alter, reconstruct, change, etc.), repair, manage, operate or otherwise enter upon contracts or agreements regarding, deal with or dispose of any part or all of the trust property, whether real, personal or mixed, at any time, for any purpose or purposes, in any manner, either public or private, and upon any terms and with any party, including any who may be, directly or indirectly, a beneficiary or a fiduciary hereunder or an estate or trust of or for such a person;

F. Abandon or demolish any trust property deemed to be of insufficient value to warrant the expense of retention or abstain from the payment of taxes, liens, rents, assessments, repairs, etc. on such property and/or permit such property to be lost by tax sale, foreclosure or other proceedings, by conveyance for nominal or no consideration, or to charity;

G. Grant or release easements or charges of any kind (with or without consideration), effect and carry insurance (protecting against such hazards and liabilities as may be deemed advisable), renew or extend, amend, change or modify leases, grant options to lease and options to renew leases, all on such terms and conditions as may be deemed advisable and to pay any and all expenses in connection therewith;

H. Exercise or not exercise or otherwise deal with any and all options of any kind;

I. Vote, deal or consent, in person or by proxy (with or without power of substitution), including electing any Trustee or an employee or officer of any Trustee as a director or officer of any corporation, with respect to any securities, including those of companies in which a Trustee may, directly or indirectly, have an interest of any kind;

J. Form or cause to be formed, alone or with others, such corporations, partnerships, limited partnerships and other business organizations organized under the laws of any state or country and to transfer and convey to such business organizations all or any part of the assets, real or personal, of any trust estate in exchange for such stocks, bonds, notes, other securities or interests of such business organizations as the Trustees, in their absolute discretion, may deem advisable;

K. Rent office space, whether or not from, or in conjunction with any other such space being used by, any beneficiary hereunder, or any relative of the Grantor or of any beneficiary hereunder, or any fiduciary hereunder in his, her or its individual capacity, and to pay the expenses thereof from the principal of the respective trust estate;

L. Enforce, abandon, adjust, arbitrate, compromise, sue on, prosecute and/or defend, and otherwise deal with and settle, on such terms as such Trustee(s) in good faith may deem advisable, even if the result would substantially diminish the trust property and/or materially affect the trust plan (whether or not with concurrence of the beneficiaries), any and all claims in favor of or against such trust, including those relating to tax matters;

M. Exercise all tax related elections and choices they may have (whether or not specifically referred to in Section 8.1) including (i) the disclaimer of benefits receivable by such trust in any manner permitted by law or by a "transfer" meeting the requirements of Section 2518(c)(3) of the Internal Revenue Code, and (ii) the entering into of closing agreements relating to any trust matters (which shall be binding on all present and future trust beneficiaries), and to pay any income or similar tax properly imposed on or to be borne by such trust and any estate, inheritance, succession, generation-skipping or other similar tax that, under applicable tax and apportionment laws, is properly imposed upon or with respect to any property held (or being distributed) hereunder, such payment to be charged to such property;

N. Borrow money for the payment of taxes, the exercise of options, or for any other purpose or purposes whatsoever, from any source, including the commercial department of any corporate trustee hereunder, on the general credit of any trust property, and to pledge or mortgage any or all of said property as security for the repayment of such loans and/or of any loan, new or old, from any third party to any beneficiary hereunder and/or to any trust, estate or company in which any beneficiary and/or any trust hereunder has an interest, and to guarantee any such third party loans, and to pay interest on and to renew, extend, modify, reduce and/or pay off, from time to time, any such indebtedness incurred by such Trustee(s) or any of their predecessors in interest;

O. Loan money to anyone, including any beneficiary of that trust or of any trust hereunder (including any beneficiary who may at the time also be a fiduciary hereunder), or to any estate, trust or company in which such person or any trust hereunder has an interest, for any purpose whatsoever, with or without security and at such rate of interest as the Trustee(s) of such trust shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers;

P. Make, execute and deliver any and all such instruments in writing as shall be necessary and proper to carry out any disposition whatever of any trust property;

Q. Carry securities or other properties requiring or permitting of registration or recording in their names, in any one of their names, in the name of their nominee or nominees (with or without designation of fiduciary capacity), or unregistered (or in such form as will pass by delivery);

R. Exercise, in general, all such control and power over the trust property as an individual might exercise with respect to his or her own property;

S. Compromise, submit to arbitration, release with or without consideration or otherwise adjust claims in favor of or against any trust;

T. Institute, compromise and defend actions and proceedings;

U. Hold, retain, purchase or sell legal life estates, interests for a term of years, or remainder interests, regardless of whether they yield a reasonable rate of return or no current return, whether or not they result in the preservation of principal, and whether or not the same may be regarded by any statute, rule of law or otherwise as being proper for Trustees. Such investments may be purchased from or made in conjunction with any persons notwithstanding that any such person may control such investment and/or may be, directly or indirectly, a beneficiary or a fiduciary hereunder. The purchase or sales price for any transactions hereunder may, but need not, be determined under the Treasury Department Regulation Section 25.2512-9, as amended, or any successor regulation or tables;

V. In addition to all other powers herein granted to the Trustees, the Trustee of each trust created hereunder is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of the beneficiaries of any trust. If the Trustees, in their sole and absolute discretion, determine that it would be in the best interests of the beneficiaries of any trust to maintain a residence for their use but that the residence owned by the Trustees should not be used for such purpose, the Trustees are authorized to sell said residence and to apply the net proceeds of sale to the purchase of such other residence or to make such other arrangements as the Trustees, in their sole and absolute discretion, deem suitable for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of this trust and thereafter held, administered and disposed of as a part thereof. The Trustees are authorized to pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of the beneficiaries of the trust. Having in mind the extent to which funds will be available for expenditure for the benefit of the beneficiaries, the Trustees are authorized to expend such amounts as they, in their sole and absolute discretion, shall determine to maintain the current lifestyle of the beneficiaries, including, but not limited to, complete authority to provide for their personal care and comfort in any manner whatsoever; and

W. Amend this trust instrument or any trust created hereunder to enable any such trust to qualify as an eligible shareholder of a S corporation as described in Sections 1361(c)(2)(A)(i), 1361(d)(3) or 1361(e) of the Code, as the case may be.

The foregoing powers, as well as those now or hereafter conferred upon Trustees generally and those set forth in the following sections of this Article, may be exercised by such Trustees in such manner as they, in their sole judgment and discretion, deem appropriate under the then circumstances (insofar as they can be reasonably ascertained by such Trustees) to carry out the trust purposes of protecting and conserving property for the beneficiaries, all without obtaining authority therefor from any court. No person dealing with the Trustees shall be bound to see to the application or disposition of cash or property transferred to or upon the order of the Trustees or to inquire into the authority, validity or propriety of any action of the Trustees.

6.2 **<u>"Prudent Person" Rule</u>.** In addition to the investment powers conferred above, the Trustees are authorized

(but are not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would be forbidden by the "prudent person" rule. The Trustees may, in their sole discretion, invest in any type of property, wherever located, including any type of security or option, improved or unimproved real property, and tangible or intangible personal property, and in any manner, including direct purchase, joint ventures, partnerships, limited partnerships, corporations, mutual funds or any other form of participation or ownership whatsoever. In making investments, the Trustees may disregard all of the following factors:

A. Whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal.

B. Whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries. The Grantor intends no such duty shall exist.

C. Whether the trust is diversified. The Grantor intends no duty to diversify shall exist.

D. Whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts. The entire trust may be so invested. The Grantor intends the Trustees to have sole discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy.

The Grantor's purpose in granting the foregoing authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustees shall not be liable for any loss in value of an investment merely because of the nature of the investment or the degree of risk presented by the investment, but shall be liable if the Trustees' procedures in selecting and monitoring the investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

6.3 **Properties and Companies Owned in Common with Others.** The Trustees of each trust hereunder are specifically authorized, with or without the joinder of other owners of property or securities related to any that may be held in such trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (i) for the foreclosure, lease or sale of any trust property, (ii) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (iii) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such a holding company), all as such Trustees may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of the Grantor's original intent as to such trust and as to those properties and/or securities. In carrying out such plan, such Trustees may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and, subject to the requirements of Section 6.13 below, retain as investments of such trust any new properties or securities transferred or issued as a result thereof, whether or not the same may be regarded by any statute, rule of law or otherwise as being proper investments for Trustees, and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his or her own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.

6.4 **Authority to Operate Businesses.** If an interest in any business, whether in the form of a general or limited partnership or sole proprietorship, at any time becomes an asset of any trust hereunder (by purchase, gift, the entrance of the trust into such business or otherwise), its Trustees shall have the authority to engage in and to continue such trust in such business for such period, without limit, as such Trustees, in their sole judgment, may deem best for such trust (but only as long as such activity does not constitute "carrying on business" within the meaning of the federal tax laws defining associations taxable as a corporation) and, for that purpose, such Trustees may retain and employ the capital in said

business that shall at the time of trust acquisition be committed thereto or employed therein and such additional capital as such Trustees, in their sole judgment, shall think fit to advance from time to time out of such trust's other resources, whether for continuation or expansion or any other purpose; and such Trustees, in their sole discretion, may incorporate a part or all of said business (or any investment held in such trust) in one or more corporations, with whatever capital structure may be deemed appropriate, alone or with others, in any jurisdiction, and/or form partnerships in which such trust may be a general or limited partner, and/or enter into joint ventures or associations with others on such terms as may be deemed appropriate, and/or enter into agreements respecting voting rights, management, incentive compensation, profit sharing, future sale or retention, etc., all without obtaining authority therefor from any court, and such Trustees, while acting in good faith, shall be free from any responsibility for losses arising in the prosecution of such business.

6.5 **Mineral and Oil and Gas Operations.** With respect to any and all mineral and oil and gas interests of any kind, regardless of where located, that may at any time form a part of or be acquired by any trust hereunder, the powers and discretions herein granted to Trustees shall be broadly construed, regardless of technical terminology, to permit any contract, act or thing that may be deemed by the Trustees of such trust to be advantageous to such trust, whether or not the same be now or hereafter recognized as common or proper practice by or among those engaged in the business of prospecting for, developing, producing, processing, transporting and/or marketing any such minerals, properties or interests. Without limiting the generality of the foregoing, such Trustees are also specifically authorized and empowered, in their sole discretion as they may deem necessary or desirable, with respect to any and all such interests, to:

A. Pay all delay rentals, lease bonuses, royalties, overriding royalties, bottom hole or dry hole contributions, local taxes and assessments and all other proper charges;

B. Make farm out agreements, engage in secondary recovery operations and enter into and execute pooling and/or unitization agreements and/or agreements for the installation and/or operation of absorption, repressuring and/or other processing plants;

C. Retain, sell, assign, transfer, lease, exchange, mortgage, pledge or otherwise hypothecate, surrender or abandon, with or without condition, either in cash or in kind, any or all of such interests (including making reservations and exacting conditions on the transfer of any such interests);

D. Drill, test, explore, mine, develop, operate and otherwise exploit, directly or by contract with others, any and all such interests to any extent;

E. Produce, process, sell or exchange all products recovered through the exploitation of such interests;

F. Exercise, in accordance with their best judgment, any right, power or privilege (including, but not by way of limitation, the right to consent to participate or to not participate in wells to be drilled) the Trustees or any predecessor in interest may have under any agreement that may have been entered into in connection with any of such interests;

G. Select, employ and enter into any appropriate business form in which to exploit properly such interests, including corporations, partnerships, limited partnerships, mining partnerships, joint ventures and co-tenancies;

H. Hire all necessary personnel, rent office space, buy or lease office equipment, contract and pay for geological surveys and studies, procure appraisals, rely on expert advice and generally conduct and engage in any and all activities incident to the foregoing powers set forth in Paragraphs A through G, inclusive, with full power to borrow and pledge in order to finance such activities; and

I. Exercise broad and liberal discretion in making allocations under Section 5.3 above

notwithstanding the technical nature of any receipt or disbursement, notwithstanding any local law or custom to the contrary, and without being required to allocate to principal any reserve for depletion.

Such Trustees are further hereby granted any other power they deem necessary in order to conserve, develop, exploit and administer the interests described in this section, including the power to dispose of such interests in any manner and at any price, either in cash or in property, that they, in the exercise of their best judgment, deem reasonable at the time of such disposition. All fiduciaries hereunder shall be exonerated from liability for honest errors in judgment in connection with the exercise of the powers described in this section.

6.6 **Agricultural Realty and Farming Operations.** With respect to any real property used or useable for agricultural purposes and/or farming operation of any kind, regardless of its nature, that may at any time become an asset of any trust hereunder, its Trustees shall have the authority to:

A. Operate all property and interests in property relating to such operation with hired labor, tenants and/or sharecroppers (including any who may be a beneficiary, Trustee and/or the Grantor hereunder), as such Trustees from time to time deem best;

B. Hire a farm manager or professional farm management service to supervise such operation or operations;

C. Lease or rent land, equipment and/or livestock for cash or on shares, either to others or from others (including related parties and/or Trustees);

D. Sell, purchase, exchange and/or otherwise acquire or dispose of farm machinery, livestock, farm products, crops, timber, supplies and services used in connection with the property or any acreage or parcel of real estate constituting farm property;

E. Remove, construct, repair and improve fences, structures and buildings of all kinds on the property;

F. Fertilize, terrace, clear, level, ditch and/or drain farm lands;

G. Install irrigation systems, carry on reforestation and, in general, follow soil conservation and other practices designed to conserve, improve and maintain the fertility and productivity of the soil;

H. Enter into agreements and/or programs with any governmental agency relating to soil conservation, acreage reduction, agricultural, recreational or other similar purposes;

I. Carry on both crop and livestock programs, including the breeding, raising, purchasing and/or selling of livestock and any other farm products whatsoever; and

J. Borrow money and pledge harvested or growing crops, timber or livestock and mortgage or pledge farm property of any kind.

Regarding all such agricultural real property and farming operations, no Trustee shall be liable for any losses except as such losses are caused by that Trustee's bad faith or intentional misconduct. Furthermore, during such time as there is a Family Trustee acting with respect to any trust that owns or leases real property used or useable for agricultural purposes or that is thus involved in farming operations, that Family Trustee shall completely control and manage all of such trust's agricultural real property and/or farming operations and the Independent Trustee of such trust shall not have any responsibility whatsoever with respect to such property and/or operations (except to approve acts of self dealing under Section 6.11 below), and to receive amounts of cash due the income or principal accounts of such trust from such property and/or operations and to provide such Family Trustee with all funds such Family Trustee calls for, either from the income

or principal account of such trust, in connection with such property and/or operations.

6.7 **Assistance to Estates and Trusts of Interested Persons.** The Trustees of each trust hereunder are authorized, in the exercise of their discretion, to purchase and retain, as a trust investment, securities or other properties, for a fair consideration in money or money's worth, from the fiduciaries of the estate (and/or revocable trust) of the Grantor, the Grantor's spouse and each of the Grantor's descendants (and each of their spouses), from the fiduciaries of each other separate trust hereunder, and from the fiduciaries of the estate (and/or revocable trust) of each deceased beneficiary of each trust hereunder (and each of their spouses) and to make loans to such fiduciaries, with or without security and at such rate of interest or no interest, all as such Trustee(s) shall determine to be appropriate in carrying out what they alone judge would be the Grantor's original intent under the circumstances. The propriety of any such purchase and/or loan and of the terms thereof shall not be questioned merely because any of the fiduciaries or beneficiaries of such estate or trust may also be a Trustee hereunder.

6.8 **Power of Trust Protector to Change Beneficiaries.** Until the death of the Grantor, the Trust Protector, acting in a non-fiduciary capacity, is authorized, at any time and from time to time, in such Trust Protector's sole and absolute discretion, by a signed writing delivered to each Trustee, to:

A. Declare that the person(s) or members of a class named or specified (whether or not ascertained in such declaration) who are, would be or might become (but for this Section) a beneficiary: (i) shall be partially excluded from future benefits hereunder, or (ii) shall cease to be a beneficiary hereunder.

B. Add to the class of beneficiaries of any trust under Article II hereof, the Grantor, the Grantor's spouse, a descendant of the Grantor, JAMIE MELHONE and/or a descendant of JAMIE MELHONE, and JAMES LAFORTE and/or a descendant of JAMES LAFORTE; provided, however, that the Trust Protector may not add to such class of beneficiaries the Trust Protector, the Trust Protector's estate, the Trust Protector's creditors, the creditors of the Trust Protector's estate or a descendant of the Trust Protector. Any such addition so made shall name or describe the persons(s) or class(es) of persons to be added and shall specify the date from which such person(s) or class(es) of persons shall be added and the period for which he or they shall be added. Any additional beneficiaries shall be subject to the same trust terms of Section 2.4.1 in the same manner as an original beneficiary of the trust.

Any such declaration shall be revocable during the continuance of this trust in the discretion of the Trust Protector, and shall have effect from the date specified in the declaration. The Grantor hereby directs that the determination of the Trust Protector as to any such action authorized under this Section shall be conclusive and binding on all persons interested or claiming to be interested under this Trust Agreement. The Trust Protector shall incur no liability by reason of any action or inaction related to any powers of the Trust Protector under this Section 6.8. The Trust Protector may, at any time, release this power with respect to any trust. Any release under this section shall be irrevocable and shall be made by an instrument in writing signed by the Trust Protector and delivered to each other Trustee of the trust with respect to which this release applies. The Grantor recognizes that the Grantor may be taxed on the trust income that is not distributed to the Grantor. The Independent Trustee is authorized from time to time to pay to the Grantor, or to the legal representatives of the Grantor's estate, such amounts as the Grantor or such legal representatives shall certify as being required to discharge the Grantor's tax liability (whether federal, state or otherwise) in respect of income realized by the trust and not distributed to the Grantor; provided that this authority shall not be exercised pursuant to this Article or applicable state law if it conflicts with the intent of the Grantor as stated in Article II hereof.

6.9 **Reacquisition of Trust Assets.** The Grantor at any time or from time to time may acquire or reacquire any portion of the trust fund of any trust by substituting therefor other property of an equivalent value, valued on the date of substitution. Notwithstanding any other provision of this Trust Agreement, the Grantor may exercise this power without the consent of the Trustees. Although this power is exercisable by the Grantor in a nonfiduciary capacity without the consent of any of the Trustees, the Trustees, if the Trustees believe that the property the Grantor seeks to substitute for trust property is not in fact property of equivalent value, shall seek a determination by a court of competent jurisdiction

to assure that the equivalent value requirement of this provision is satisfied. The Grantor, at any time, may release this power with respect to any trust. Any release under this Section shall be irrevocable and shall be made by instrument in writing signed by the Grantor and delivered to each Trustee of the trust with respect to which the release applies. The Grantor recognizes that the Grantor may be taxed on the trust income that is not distributed to the Grantor. The Independent Trustee is authorized from time to time to pay to the Grantor, or to the legal representatives of the Grantor's estate, such amounts as the Grantor or such legal representatives shall certify as being required to discharge the Grantor's tax liability (whether federal, state or otherwise) in respect of income realized by the trust and not distributed to the Grantor; provided that this authority shall not be exercised pursuant to this Article or applicable state law if it conflicts with the intent of the Grantor as stated in Article II hereof.

6.10 **Enlarged Investment Perspective.** The investment policy of each Trustee hereunder shall be based primarily on the long term best interests of the person or persons who, at the time, are entitled to trust income and only secondarily on the interests of remainder beneficiaries. If any Trustee considers it appropriate to determine the proportion of trust properties to be invested in (i) equities, and (ii) "fixed dollar" type assets, consideration should also be given to the amount and nature of all assets and means of support available from all sources to each income beneficiary to the extent known (even to the point of having all trust investments in one or the other type of holding). The soundness of trust investments shall be judged not on the basis of individual assets nor on the basis of the trust estate alone, but on the broader basis of each income beneficiary's economic circumstances as a whole, including said trust estate.

6.11 **Permitted Self-Dealing.** Financial transactions, both direct and indirect, between any trust or any entity wholly or partially owned by this trust and any of the Trustee(s), beneficiaries and/or grantors of that trust (including, for instance, the purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in this article as permitted between such parties, except to the extent expressly prohibited by this instrument, are hereby expressly authorized, notwithstanding any rule of law relating to self dealing, provided only the Trustee(s), in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. The compensation to which a Trustee is entitled under this Trust Agreement shall not be reduced or offset by reason of receiving sales or other fees or commissions on property sold to the trust by a Trustee (directly or indirectly), which sales are hereby authorized.

6.12 **Certain Trustee's(s') Limited Power of Amendment.**

A. In the case of each separate trust at any time in existence hereunder, such trust's then Trustee(s), other than any (i) who has ever made a gift transfer to such trust, or (ii) who is prohibited by the provisions of Paragraph C. below from participating in the amendment involved, from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative and other provisions of all kinds, in order to permit such Trustees:

(1) To cope with tax and/or other circumstantial changes that may affect such trust and/or its beneficiaries,

(2) To take advantage of changed trust drafting approaches to coping with potential trust problems, and/or

(3) To remove from the governing trust instrument any provisions which have become "deadwood" (i.e., no longer operative in the ongoing administration of such trust due to changed circumstances)

with respect to (i) such trust, and (ii) all trusts that are subsequently to come into existence under this instrument to hold part or all of the assets of such trust, in whatever way or ways, such Trustees, in the exercise of such Trustees' sole discretion, may deem appropriate in the best interests, as interpreted by such Trustee(s) alone, of the primary beneficiaries of such trust(s) and of each such beneficiary's family as a whole. Such Trustees shall be guided by what, in the sole judgment of such Trustees alone, would apparently be the Grantor's original intent hereunder in the light of the changed

circumstances.

B. The power of amendment described in Paragraph A above shall include, by way of example and not limitation, the power to:

(1) Grant, reduce or eliminate general (as defined in Section 2041 of the Internal Revenue Code) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power);

(2) Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees;

(3) Divide a trust into separate trusts or merge separate trusts together;

(4) Provide for the creation of one or more separate subaccounts (equivalent to a separate trust) in any trust hereunder with respect to which such subaccounts are more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at any time be held in or allocable to that trust to be segregated and transferred to that subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the primary beneficiary or one or more of the other current beneficiaries of that trust (such as, by way of example and not limitation, to permit (i) such property, interest or beneficiary to qualify for some governmental or tax benefit, generation-skipping transfer tax exemption or IRC Section 2032A election, (ii) a disclaimer to be made, or (iii) shares of stock held in such subaccount to be a qualifying stockholder in an S corporation, and so on); and

(5) Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiaries and/or Trustee(s) hereunder.

C. Notwithstanding the foregoing, however, under no circumstances (i) shall any Trustee, who is also a beneficiary of any such trust, participate in any amendment which may result in such Trustee beneficiary receiving any direct or indirect financial benefit from any such trust, nor (ii) shall any such amendment:

(1) Extend the period of any such trust's existence beyond the already applicable rule against perpetuities limitation period specified in Section 9.1;

(2) Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income of any trust, currently or at any time in the future (but, to the extent an amendment benefits or grants a power to a current beneficiary of any trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trust subsequently to come into existence to hold part or all of the assets of that trust);

(3) Reduce in any way the restrictions and limitations on (i) grantor and fiduciary actions as set forth in Section 2.3 above and Section 7.10 below, (ii) the Trustee's(s') limited power of amendment under this Section 6.12, and (iii) who (or what institutions) can qualify to fill any office of Trustee hereunder as set forth in Article VII below, unless such reduction of restrictions and/or limitations will not have any adverse tax effect on such trust or any of its beneficiaries (all of which provisions, referred to in (i), (ii) and (iii) above, however, may be amended, irrevocably and binding on successors, to increase such restrictions and limitations in any way such amending Trustee(s) may deem appropriate),

(4) Give (i) any Trustee any powers or discretions that are either granted exclusively to

a Co-Trustee or from the exercise of which such Trustee is excluded for any reason, nor (ii) anyone acting in a nonfiduciary capacity any powers granted herein to fiduciaries unless, in either case, such amendment will not have any adverse tax effect on such trust or any of its beneficiaries;

(5) Result in any direct or indirect financial benefit to anyone who is not at the time of such amendment both (i) a member of the Grantor's family within the meaning of Section 2701(e)(1) of the Internal Revenue Code (as it reads on the date of this instrument), and (ii) already a present or contingent beneficiary of such trust(s) (unless it is to provide for afterborn or afteradopted children of any such beneficiary), except through the exercise of a power of appointment held by or granted to a person described in (i) and (ii) above;

(6) Discriminate in any significant financial way in favor of one or more siblings to the detriment of any other sibling(s) where such siblings are, under the terms of this instrument, to be treated in substantially equal fashion (for this purpose treating each sibling, his or her spouse and descendants, and their spouses as one unit); nor

(7) Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment, otherwise qualified for and was in fact already taking advantage of, while such advantage otherwise will continue, (i) any exemption from a surviving spouse's elective right or from any creditor's right to levy on any beneficiary's interest in any such trust, or (ii) any substantial deduction, credit, exclusion or other tax benefit (such as any marital or charitable deduction, any annual gift tax exclusion, an IRC Section 2032A election, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation, a significant grandfathered status under some changed law, and so on).

D. Any such amendment shall be by written instrument, executed by such amending Trustee(s) with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.

6.13 **Limitations on Trustee Powers.** Notwithstanding the foregoing, the Trustee shall have no power and shall take no action which will result in the inclusion of the trust estate in the taxable estate of the Grantor for federal estate tax purposes and all provisions of this document shall be interpreted and limited accordingly, except that any powers given in Section 2.4 hereunder that cause inclusion in the taxable estate of the Grantor for federal estate tax purposes shall not be limited in any way by such limitations on the Trustee powers.