

THE DORIS L. SMALLS TRUST
DATED Dec 20, 2005

I, DORIS L. SMALLS, on March 21, 2005, sign this Trust Agreement ("Agreement") with DORIS L. SMALLS as Trustee and any successor trustee will be called, "Trustee" in this Agreement and referred to in singular neuter pronouns.

Trustee shall hold all property delivered to it, in trust, as follows:

ARTICLE I
RIGHTS RESERVED

1.1 **Revocable Trust.** I reserve the right to amend or revoke this Agreement, wholly or partly, by a writing signed by me or on my behalf and delivered to Trustee during my life. However, I cannot change materially the duties or compensation of Trustee without its written approval.

1.2 **Additions and Withdrawals.** I reserve the right to add property to, and withdraw property from, the trust.

1.3 **Name of Trust.** The name of this Trust Agreement shall be **THE DORIS L. SMALLS TRUST** dated March 21, 2005, **DORIS L. SMALLS, TRUSTEE.**

ARTICLE II
DISTRIBUTION DURING LIFETIME

2.1 **Income and Principal.** Trustee shall pay all the net income to me or for my benefit, or as I otherwise direct orally or in writing, and Trustee shall pay any part of trust principal as I direct in writing. However, during any period in which, in Trustee's opinion, I am incapable of managing my own affairs, Trustee shall pay to or use for the benefit of me and others partly or wholly dependent on me, the net income and principal that Trustee determines is required for our support, comfort and welfare, in our accustomed manner of living, or for any other purposes Trustee believes to be for our best interests.

ARTICLE III
DISTRIBUTION AFTER DEATH

3.1 **Claims and Taxes.** At my death, to the extent the assets of my estate (other than tangible personal property and any property that in Trustee's judgment does not have a readily realizable market value) are insufficient, Trustee shall pay all estate, inheritance, and other taxes payable as a result of my death, including interest and penalties, but excluding taxes imposed on any generation-skipping transfer of assets that are not part of my estate or of a trust I created. Trustee also may pay (1) expenses of my last illness and death; (2) claims against my estate; (3) expenses of administering my estate; (4) any allowances by court order, statute, or rule for those dependent on me; and (5) all or any part of gifts provided by my Will; (6) enforceable and timely claims of my creditors, including funeral, cremation and burial expenses; and (7) homestead, family and exempt property allowances. Trustee may make payments directly or to the personal representative of my estate. Written statements by the personal representative of my estate of the amounts to be paid shall be sufficient evidence for Trustee's protection. Trustee has no duty to see to the application of the payments. Trustee shall not use proceeds of insurance on my life to pay expenses or claims against my estate. Trustee shall use any U.S. Treasury bonds included in my gross taxable estate, which are redeemable at par to pay federal estate tax, to pay that tax if it is imposed on my estate. Pursuant to EPIC Section 7504, if there are no probate proceedings and thus notice to creditors has not been made, the trustee of a decedent's revocable inter vivos trust is required to publish a creditors notice and follow all other notice requirements otherwise imposed on the personal representative of a decedent's estate.

3.2 **Tangible Personal Property.** I have prepared or may prepare a written statement or list, either in my handwriting or signed by me, or both, to dispose of items of tangible personal property to a certain person or persons. If I have not already given each item to that person, Trustee shall deliver those items at my death. At my death, Trustee shall deliver free from trust all remaining tangible personal property to my beneficiaries who survive me, in proportional value, divided as they agree, or if they do not agree within a reasonable time, as Trustee determines. "Tangible personal property" means personal (not used primarily in a business) boats, books, china, clothing, furnishings, furniture, glass, household items, jewelry, lawn and garden equipment, motor vehicles, personal effects, pictures, recreational items, rugs, silver, works of art, and any other similar items, and includes any insurance on those assets. Trustee shall determine which items are within this definition, and the determination shall bind all persons.

The disposition of my personal property under this Article shall not include tangible personal property which my Trustee, in its sole and absolute discretion, determines to be part of, or used exclusively in, any business or profession in which I had an interest at the time of my death.

If tangible personal property is to be distributed to a minor, Trustee may determine that specific items (e.g., a motor vehicle) are inappropriate for distribution to or retention for a minor, and Trustee may distribute those items, or proceeds from sale of those items, as part of the remaining trust property. Trustee may distribute tangible personal property to a minor, to the minor's conservator, or to an adult with whom the minor lives, without further liability.

3.3 **Distribution to Family.** When I die, Trustee shall divide the remaining trust property, including additions from any sources as follows below:

3.3(a) Payment for **SHIRLEY MAXINE SMALLS HERNANDEZ**. Twenty (25%) of the remaining balance of this trust is designed to protect **SHIRLEY MAXINE SMALLS HERNANDEZ** while not interfering with her entitlement to Public Assistance, Social Security Income (SSI) and Medicaid or being subject to claims for reimbursement by the government. No distributions shall be made for the benefit of **SHIRLEY MAXINE SMALLS HERNANDEZ** that would require disruption or discontinuance of any aid otherwise available for the her maintenance, health care, education or general welfare.

This Trust requires the termination of itself if the non-reimbursement direction to governmental agencies is held to violate public policy.

Trustee may pay, in its sole and uncontrolled discretion, to the conservator of the distributee's estate, may apply the payment for her benefit, may pay directly to her as an allowance, may deposit the payment in a bank account or in an account in a federally insured savings and loan association in her name, a brokerage account or the payment may be held by Trustee in a separate account for the distributee's benefit as if Trustee were a Custodian for the distributee with the rights and powers given as a Custodian. If the person dies before complete distribution, any accumulated income shall be held and distributed as part of the principal of this Trust.

The Trust does empower the Trustee to refuse to apply the income and principal for the benefit of the beneficiary.

SHIRLEY MAXINE SMALLS HERNANDEZ may not assign any portion of her beneficial interest in income or principal because the beneficiary does not have an ascertainable interest because the receipt of any amount depends on the Trustee's exercise of his or her discretion. No creditor of any beneficiary may attach, interfere, take or reach by any legal or equitable proceeds, any part of what **SHIRLEY MAXINE SMALLS HERNANDEZ's** interest in satisfaction of any debt or liability prior to the actual receipt by the beneficiary after payment from the Trustee.

3.3(b) The balance is divided as follows:

33 1/3 % to DUDLEY EUGENE SMALLS III, by right of representation. If DUDLEY EUGENE SMALLS III predeceases me and leaves no issue, then his portion shall pass among remaining beneficiaries, by right of representation.

33 1/3 % to JEANINE HELENA SMALLS BRADY, by right of representation. If JEANINE HELENA SMALLS BRADY predeceases me and leaves no issue, then her portion shall pass among remaining beneficiaries, by right of representation.

33 1/3 % to CHERILYN MARIE SMALLS, by right of representation. If CHERILYN MARIE SMALLS predeceases me and leaves no issue, then her portion shall pass among remaining beneficiaries, by right of representation.

If any of my beneficiaries owe me money, then their portion of my estate shall be reduced by their unpaid balance.

3.3(b) **Income Before Age 25.** Before the beneficiary attains the age of 25 years, Trustee, in its discretion, shall pay to or for the benefit of the beneficiary all or any part of net income. In exercising its discretion, Trustee shall consult with and be guided by the guardian of the beneficiary, if any, but Trustee shall make the final decision. Trustee shall add income to principal, at Trustee's discretion.

3.3(c) **Income After Age 25.** After the beneficiary attains the age of 25 years, Trustee shall pay to or for the benefit of the beneficiary all net income in convenient installments, at least as often as annually.

3.3(d) **Principal.** Trustee shall pay to or for the benefit of the beneficiary those portions of principal that Trustee determines necessary for the reasonable health care, education, support and maintenance of the beneficiary and the beneficiary's immediate family (reasonable support and maintenance includes, but is not limited to, obtaining a residence or becoming established or remaining in a business or profession).

As used in this trust, "education" shall include:

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

3.3(e) Standard for Income and Principal Distribution of Continuing Trust. Trustee may distribute part or all net income or principal to or for the benefit of my beneficiaries, to provide for any permissible beneficiary's health, maintenance, education, or support. If there is a guardian appointed for a permissible beneficiary, Trustee shall exercise the preceding powers in order to supply funds to the guardian adequate to maintain and support the permissible beneficiary and to protect the guardian, to the extent possible, from suffering any significant financial burden by reason of the appointment.

3.3(f) Gifting. The trustee is authorized to make gifts, grants or other transfers without consideration to or for the benefit of any one or more of my beneficiaries, my spouse, or a charitable institution which I have previously supported, either outright or in trust, including the forgiveness of indebtedness and the completion of any charitable pledges I may have made, to consent to the splitting of gifts under Internal Revenue Code Section 2513, or successor sections thereto, if my spouse makes gifts to a charitable institution, to sign gift tax returns on my behalf, and to pay any gift tax that may arise by reason of such gifts, provided, however, that Trustee shall only make such gifts after consideration of all of my available resources and after determining that my present and anticipated needs are secure, further provided, however, that:

(i) if the trustee is a descendant of mine, then any gifts to said trustee or for the trustee's benefit, either directly or indirectly, or any transfers the Trustee may make in discharge of the trustee's legal obligations, shall be limited to gifts that qualify for the federal gift tax annual exclusion, and shall not exceed in value the federal gift tax exclusion

amount in any one calendar year, and this annual rights shall be noncumulative and shall lapse at the end of each calendar year;
(ii) if the trustee is not my spouse, then any gifts made under the foregoing power to descendants of mine shall be made equally to all of the descendants of the same generation. For example, if a gift is made to one grandchild of mine then a similar gift of the same amount must be made to each then-living grandchild of mine.

3.3(g) **Death of Beneficiary.** If the beneficiary dies before being entitled to distribution of the remaining trust property, Trustee shall distribute the remaining trust property to, or in trust for the benefit of, a person or persons among my descendants, upon such conditions and estates, with the powers, in the manner and at the time or times as the deceased beneficiary appoints by will which specifically refers to this power of appointment. To the extent this power of appointment is not exercised effectively, Trustee shall distribute the then remaining trust property to the beneficiary's then living descendants, by right of representation, or if there are none, to my then living descendants, by right of representation. The share of any ultimate beneficiary in default of appointment for whose primary benefit another trust then is held or is to be held under this Agreement shall be added to and co-mingled with the other trust and held, or partly held and partly distributed, as if it had been an original part of the other trust.

ARTICLE IV **SUCCESSOR TRUSTEE**

4.1 **Initial and Successor Trustee.** At my death, or when I am unable to serve as trustee or as a trustee (as determined and certified in writing by any remaining, or if none, the next successor, Trustee) or if I fail to select in writing a successor Trustee within 30 days after receipt of knowledge of the then sole Trustee's resignation or refusal to act, the first two of the following, able and willing to act, then:

4.1(a) The following persons willing and able to act, shall serve, in priority of the order listed, as Trustees of the initial trust:

1. **DORIS L. SMALLS, Grantor and Trustee**
2. **JEANINE HELENA SMALLS BRADY**
3. **DUDLEY EUGENE SMALLS III**

death, resignation, or incapacity of the Trustee who appointed such Co-Trustee, unless such Co-Trustee is the nominated successor Trustee hereunder or is elected as successor Trustee.

4.6 Trustee May Appoint a Substitute Trustee and/or Attorney-in-Fact. A Trustee may, by written instrument, designate, appoint, compensate, and remove any person (individual or corporate), as a successor, substitute Trustee or Attorney-in-Fact for any trust assets. If a Trustee is unwilling or unable to act as trustee thereof or for trust assets in another jurisdiction, with any trust powers set out in this Agreement (except those, if any, not exercisable by such successor, substitute Trustee or Attorney-in-Fact) that Trustee delegates to the successor, substitute Trustee or Attorney-in-Fact, and to specify which jurisdiction's law is to govern questions relating to the administration of those assets. Any successor, substitute Trustee or Attorney-in-Fact may, without liability, accept without examination or review the accounts rendered and the property delivered by or for an appointing Trustee.

4.7 Removal of Trustee. A trust's sole (mandatory or permissible) current income beneficiary may remove a Trustee for reasonable cause (as specified below). Multiple (mandatory or permissible) current income beneficiaries may, by unanimous action, remove a Trustee for reasonable cause (as specified below). In applying these powers, the following rules apply:

- 4.7(a) Whoever may remove a Trustee for reasonable cause may in the absence of a nominated successor Trustee (as nominated in the Paragraph entitled, "**Initial and Successor Trustees**") then willing or able to serve or continue to serve as Trustee, who is an independent Trustee.
- 4.7(b) A power to remove a Trustee for reasonable cause shall be exercised by a writing delivered to the then-serving Trustee, indicating the removal's effective date, the name of the successor Trustee, and the successor Trustee's agreement to serve.
- 4.7(c) The minor and/or unborn descendants of an individual who are themselves mandatory or permissible current income beneficiaries shall vote on removal of a Trustee through his or her custodial parent or a legally appointed guardian, who may not be their ancestor who is himself or herself named as a (mandatory or permissible) current beneficiary.

4.7(d) "Reasonable cause" for removal of a Trustee shall mean any one of the following:

- (i) The legal incapacity of Trustee.
- (ii) The willful or negligent mismanagement by Trustee of the trust's assets.
- (iii) A federal or state charge against Trustee involving the commission of a felony or serious misdemeanor.
- (iv) An act of stealing, dishonesty, fraud, embezzlement, moral turpitude, or moral degeneration by Trustee.
- (v) The use of narcotics or excessive use of alcohol by Trustee.
- (vi) The poor health of Trustee such that Trustee is physically, mentally, or emotionally unable to devote sufficient time to administer the trust.
- (vii) The failure by Trustee to comply with a written fee agreement or other written agreement in the operation of the Trust.
- (viii) The failure of a corporate Trustee to appoint a senior officer with at least five (5) years of experience in the administration of trusts to handle the trust account.
- (ix) Changes by a corporate Trustee in the account officer responsibility handling the trust account more frequently than every five (5) years (unless such change is made at the request of or with the acquiescence of a co-Trustee or the trust beneficiaries).
- (x) The relocation by Trustee away from the location where the trust operates so as to interfere with the convenient administration of the trust.
- (xi) A demand from Trustee for unreasonable compensation for such Trustee's service.

- (xii) Any other reason for which a state court of competent jurisdiction would remove a trustee.

4.7(e) The power or removal exercisable by a beneficiary is, and shall be exercisable as, a fiduciary power subject to all the restrictions and limitations to which Trustee would be subject if Trustee possessed the power.

4.7(f) In no event may I vote in the removal of a Trustee, regardless of my relationship to the beneficiary.

4.8 **Action by One Trustee.** When more than one person is serving as Trustee, any one of them, acting alone, may exercise any power and authority of Trustee except that I am the only Trustee who may make discretionary distributions of income and principal to myself or my estate as a beneficiary without the concurrence of all incumbent co-Trustees; provided, that if a corporate co-Trustee is serving, only the corporate Trustee may make discretionary distributions of income and principal.

4.9 **Miscellaneous Trustee Provisions.** The following apply to every trust created under this Agreement:

4.9(a) **Trustee's Fees.** Trustee shall be entitled to reasonable compensation for services, and to reimbursement for reasonable expenses.

4.9(b) **Qualifying as Trustee.** A successor Trustee shall qualify upon signing an acceptance of this trust and mailing or delivering the acceptance to one or more of the then beneficiaries of this Agreement.

4.9(c) **Title and Powers.** Any successor Trustee shall have all the title, powers, and discretion of the Trustee succeeded, without the necessity of any conveyance or transfer.

4.9(d) **Prior Trustee's Acts and Accounts.** Trustee shall exercise good faith, ordinary prudence and reasonable care in the discharge of the Trustee's duties under the terms of this agreement. Likewise, Trustee is under no obligation to review or examine the acts or accounts of a personal representative who is transferring property to Trustee. No successor Trustee shall be personally liable for any act or omission of any predecessor Trustee. Any successor Trustee may accept, without examination or review, the accounts rendered and the property delivered by or for a predecessor Trustee, without incurring any liability for doing so.

- 4.9(e) **Corporate Successor.** Any corporate successor to the trust business of any corporate Trustee acting under this Agreement shall become Trustee in place of its predecessor, without the necessity of any conveyance or transfer.
- 4.9(f) **Proceeds Application.** No person paying money or delivering any property to Trustee need see to its application. Whenever payments are made to a minor, the minor's receipt shall exonerate trustee.
- 4.9(g) **Notice.** Unless otherwise specifically provided in this Agreement, Trustee may rely on any notice, certificate, affidavit, letter, telegram, or other document believed by it to be genuine, or on any evidence deemed by it to be sufficient, in making any trust payment or distribution. Trustee shall incur no liability for any payment or distribution made in good faith without actual knowledge of a changed condition affecting any person's interest in the trust.
- 4.9(h) **Trustee's Duty to Inform and Account to Beneficiaries.** Trustee's duty to inform and account to the beneficiaries shall be governed by the following rules:
- (i) As long as my spouse, if I am married, is serving or I am serving as a Trustee or as Co-Trustee, Trustee shall have no obligation to inform and account to anyone regarding the trust and its administration.
 - (ii) Prior to my death, if neither my Spouse is serving nor I am serving as Trustee or as Co-Trustee, Trustee shall inform and account to me regarding the trust and its administration. However, during any period in which, in Trustee's opinion, I am incapable of managing my own affairs, Trustee shall inform and account to the following persons regarding the trust and its administration:
 - (1) my spouse, or if my spouse does not survive me or is incapacitated;
 - (2) the agent designated under my Financial Durable Power of Attorney then in effect, or if I have no Durable Power of Attorney then in effect;
 - (3) the then living interested trust beneficiaries who are 21 years of age or older.

(iii) After my death, Trustee shall inform and account to the then living interested trust beneficiaries who are 18 years of age or older regarding the trust and its administration.

4.9(i) **Accounting.**

(i) **Statement:** Successor Trustee shall keep a true account of the affairs of the trust and, at least annually, and upon termination, render a statement showing the receipts and disbursements made during the accounting period, together with an inventory of the assets belonging to the trust estate at the end of the accounting period with costs and market values indicated. The statement shall be delivered as soon as practicable after the close of the accounting period or upon termination of the trust to the then income beneficiary or beneficiaries or distributee(s). If the distributee is another trust, it shall be delivered to the trustee and beneficiary or beneficiaries of the other trust. If any beneficiary is a minor or otherwise disabled, delivery shall be made to the conservator of his or her estate or, if none, then to his or her parent, nearest of kin or an adult with whom he or she is living.

(ii) **Inspection of Records.** The books and records of Trustee relating to this trust shall be open at all reasonable times to inspection by any beneficiary, or his or her accredited representatives.

(iii) **Settlement of Interim Accounts.** Unless a beneficiary, acting individually or through a parent, the conservator of his or her estate, his or her nearest of kin or an adult with whom he or she is living, files with the Trustee, within ninety (90) days after the receipt by him or her of an interim accounting, written objection to an item contained in an account, to a fee claimed by a corporate trustee or to reimbursable expenses, the accounting shall be deemed approved for all purposes and the amount of such fee or expenses shall be deemed reasonable.

(iv) **Settlement of Final Account.** In the case of a final accounting, a receipt in full or a release by the beneficiaries or by the conservator or other legal representatives of those beneficiaries who are disabled shall be binding, as to those beneficiaries and as to all matters and transactions stated in the account or shown by it.

(v) **Court Approval.** Trustee is entitled at any time to have a judicial settlement of its account, and reasonable attorneys' fees, expenses and other charges incident to the judicial proceeding may be charged against the trust fund.

ARTICLE V

TRUST ADMINISTRATION

5.1 **Powers of Trustee.** Subject to ¶5.1(d), every Trustee may exercise any of the following powers, and any others that are granted by law, without court order:

5.1(a) **Supplemental Powers.**

- (i) Invest in any property, without limitation, including, but not limited to, purchases and sales by way of short sales, puts, calls, futures, options, straddles, sales against the box, propriety funds of a related party that is a corporate trustee, and margin.
- (ii) Borrow money for any purpose from the individual or entity serving as trustee (including a related party that is a corporate trustee) or from others; and mortgage or pledge any trust property including purchasing securities on margin.
- (iii) Sell or exchange any trust property, real or personal, for cash or on credit, at public or private sales, for any purposes; exchange any trust property for other property; grant options to purchase or acquire any property; and determine the prices and terms of sales, exchanges, and options.
- (iv) Vote in person or by proxy all securities and keep any property in bearer form or in the name of a trustee or a nominee, with or without disclosure of any fiduciary relationship.
- (v) Continue any business (other than a profession) in which I was engaged at my death in any manner, in any business form, for any length of time (with or without incorporating, as my Trustee decides), and with that portion of the trust property that Trustee deems best, without liability on the part of Trustee for any losses incurred.

- (vi) Enter into a lease or other arrangement for the exploration and removal of minerals or other natural resources, or enter into a pooling or unitization agreement.
- (vii) Operate, maintain, dedicate, convey, exchange, lease for any length of time, partition, plat, subdivide, improve, repair, surrender, abandon, grant easements, or otherwise deal with or dispose of all trust property, or any part of it, at the times, in the manner, and on terms Trustee may deem expedient and proper.
- (viii) Borrow money for any purpose from Trustee or from others and mortgage or pledge any trust property.
- (ix) Collect, pay, contest, compromise, or abandon claims of or against the trust, including claims against the trust by the Trustee.
- (x) Execute contracts, conveyances and other instruments, including instruments containing covenants and warranties binding on and creating a charge against the trust property, and containing provisions excluding personal liability.
- (xi) Receive, apply for, own, pay premiums on, and borrow upon any insurance policy held by the trust.
- (xii) Exercise, as absolute owner, all of the options, benefits, rights, and privileges under any insurance policies held by the trust.
- (xiii) Purchase assets from my Spouse or from a so-called marital or QTIP trust or trusts for the benefit of my Spouse, or from a combination of them, and give as consideration a private annuity for the benefit of my Spouse.
- (xiv) **LEGAL PROCEEDINGS:** To appear for me in all actions and proceedings to which I may be party in the courts of any state or the United States, or in the courts of any other nation, or in any administrative proceeding, to commence and defend actions and proceedings in my name if necessary, to sign and verify in my name all complaints, petitions, answers and other pleadings of every description.

- (xv) **DELIVERY:** To take charge and manage my mail and also items delivered or to be delivered to me via other carriers, to file with the Post Office and any other appropriate authorities changes of address for my mail or other items being forwarded to me.
- (xvi) **RECORDS:** To direct any and all business firms of any category whatsoever to enter a change of records of such firm as to my address for all future communications from that firm.
- (xvii) **COMMUNICATION:** In all respects to arrange for any or all communications of any type being forwarded or mailed to me to be forwarded or mailed to me at such address as may be directed by my Agent.
- (xviii) **TAX MATTERS:** To represent me in all income tax and other tax matters before all officers of the Internal Revenue or the Treasury Department or the tax offices, officials, or bureaus of any state, county, or municipality, or any nation.
- (xix) **TAX PETITIONS:** To execute petitions to the Tax Court of the United States and to cause me to be represented in such proceedings.
- (xx) **RECORDING OF POWER OF ATTORNEY:** In the event that applicable law requires that a power of attorney, in order to be legally classified as "durable", or in order to cause any power or authority granted therein to be legally effective, be filed in the Recorded of Deeds or any other public or governmental office, then I direct that an executed counterpart of the power of attorney shall be so filed for record. I authorize my Agent (or either or any of them) herein designated to make such filing. I also authorize said Law Firm to make such filing; and I further direct that if such a filing has not been made by any Agent hereunder within the time required by law, then said Law Firm shall promptly make such filing. In the event said Law Firm shall hereafter receive from me a written revocation or modification of this instrument, then I hereby direct said Law Firm to file an executed counterpart of such written instrument in the same office in which shall have been filed this original instrument.

5.1(b) **Tax Matters.** Trustee may make tax elections that seem appropriate in order to carry out Settlor's estate planning objectives and to reduce the overall burden of taxation, both present and future. This authorization includes, but is not limited to, (i) electing whether to take expenses as estate tax or income tax deductions, (ii) electing to allocate the exemption from the tax on generation-skipping transfers among transfers subject to the estate or gift tax, and (iii) electing to have all or a portion of any transfer for a spouse's benefit qualify for the marital deduction. Make, revise or revoke any available allocation, consent, or election affecting any tax, including, but not limited to, allocation of all or part of realized capital gains to income, by book entries; but this specific allocation may not be made by a person who personally may benefit financially. Trustee's decision shall bind all beneficiaries. Trustee may, but need not, make compensating adjustments between principal and income, or with respect to any gift, as a result of decisions that beneficially or adversely affect the interests of beneficiaries.

5.1(c) **Banking.** To make, draw, cash, deposit, sign in my name, deliver and accept checks, including pension checks and social security checks, drafts, receipts for moneys, notes, or other orders for the payment of money against or otherwise make withdrawals from any commercial, checking or savings account which I may have in my sole name or in joint name with any other person(s), in any bank or federally insured financial institution, for any purpose which my attorney in fact may think necessary, advisable or proper; and to endorse and negotiate in my name and deliver checks, drafts, notes, bills, certificates of deposit, commercial paper, money market instruments, bill of exchange or other instruments for the payment of money and to deposit the same, as cash or for collection, and cash into any commercial, checking or savings account which I may have in my sole name or in joint name with any other person(s), in any bank or federally insured financial institution; and to carry on all my ordinary banking business.

5.1(d) **General Powers of Administration.**

- (i) **Agents.** Employ attorneys, accountants, auditors, depositaries, proxies, investment counsel, and other agents, with or without discretionary powers, and hold any property in the name of a nominee, with or without disclosure of any fiduciary relationship, or in bearer form, pay their reasonable compensation and expenses.

- (ii) Except as authorized to use discretion, allocate between income and principal all receipts and disbursements in accordance with sound trust accounting principles.
- (iii) Enter into any transaction with the personal representative of my estate without the necessity of the consent or approval of any interested person or a court, and enter into any transaction with the trustee of any trust or the personal representative of any other estate in which any beneficiary or distributee has any interest, even though trustee also is the other trustee or personal representative.
- (iv) Allot different kinds or disproportionate portions or undivided interests in property among beneficiaries; and determine the value of any allotted property, without compensating adjustment even if the basis for federal income tax purposes of property allotted to any beneficiary is not fairly representative of all property available for distribution.
- (v) Make any distribution or division of trust property in cash or in kind or both.
- (vi) Either divide into separate trusts, or hold as designated portions of a single trust, assets held in "portions" for the benefit of the same beneficiary.
- (vii) Transfer the assets of any trust to another jurisdiction and appoint, compensate, and remove a successor trustee (individual or corporate) for trust assets in another jurisdiction, with any trust powers set out in this Agreement that Trustee delegates to the successor trustee.
- (viii) Release all or any part of a general power or special power, even if a special power is not presently exercisable in a fiduciary capacity that requires the exercise of the power, if Trustee, in its sole discretion, determines that the release is necessary to qualify a trust (1) for the marital or charitable deductions for federal estate or gift tax purposes or (2) as an eligible shareholder of an S corporation (as defined in IRC 161(b)).

5.1(e) Limitation on Powers.

- (i) When more than one person is serving as Trustee and at least one of them is not beneficially interested in the exercise or nonexercise of a power or election, the beneficially interested Trustee shall not participate in the exercise or nonexercise of the power or election.
- (ii) Trustee shall exercise no power in a way that would affect adversely a marital or charitable tax deduction unless it clearly would benefit the beneficiaries. Thus, assets allocated to a trust qualifying for the marital deduction, other than personal residences, must produce reasonable income within a reasonable time.
- (iii) When exercising discretion relating to distribution of income or principal, Trustee shall consider all other income and liquid assets of the beneficiary known by Trustee.
- (iv) I am the only person who, when serving as Trustee, may exercise any incident of ownership, alone or with others, over any policy of insurance on the life of the person.

5.2 Beneficiary Under Disability. If a beneficiary is under the age of 25, or legally disabled, or, in Trustee's opinion, incapable of managing a trust distribution, Trustee either may expend directly any income or principal that it is authorized to use for the beneficiary, or may pay it over to or for use of the beneficiary, or to the beneficiary's conservator, if any, or to any adult with whom the beneficiary is residing, without responsibility for its expenditure. If Trustee is directed to distribute any portion of trust principal to that beneficiary, the trust principal shall vest interest in the beneficiary indefeasibly, but Trustee, in its discretion, may distribute the portion to a custodian under a Uniform Gifts to Minors Act or similar act or hold the portion as a separate trust for the period of time Trustee deems advisable but not after the time (1) the beneficiary reaches the age indicated in 3.3, or (2) after the removal of the legal disability, or (3) after the time Trustee deems the beneficiary is capable of managing a trust distribution, whichever is latest. If Trustee holds the portion as a separate trust, Trustee may pay to or use for the beneficiary so much of the income and principal as Trustee determines to be required for the reasonable health care, education, support, and maintenance of the beneficiary and the beneficiary's Spouse and descendants.

5.3 **Spendthrift Clause.** No interest under this Agreement may be transferred or assigned by any beneficiary, or be subject during the beneficiary's life to claims by or for the beneficiary's creditors, Spouse, or Spouse's creditors. No creditor of any beneficiary may attach, interfere, take, or reach by any legal or equitable process, any part of a beneficiaries' interest in satisfaction of any debt or liability of the beneficiary prior to actual receipt by the beneficiary after payment from Trustee. However, this provision shall not restrict exercise of a power of appointment granted by this Agreement.

5.4 **Miscellaneous Administration Provisions.** The following apply to every trust created under this Agreement:

5.4(a) **Minimum Trust Value.** If at any time a trust created under this Agreement, in Trustee's judgement, shall become uneconomical or impractical to administer or shall have an aggregate principal value of \$100,000.00 or less, Trustee may, but need not, terminate the trust and distribute the property to the beneficiary or beneficiaries, at that time, of the current trust income, and if there is more than one beneficiary, in the proportions in which they are beneficiaries. However, if there is more than one beneficiary to whom the current income could be paid but the interests are indefinite, Trustee shall distribute the trust property to the beneficiaries who are my descendants, by right of representation, or if no descendant of mine is a beneficiary, to all income and then living residuary beneficiaries of the trust equally.

5.4(b) **Combining Trusts.** If Trustee is holding any trust for the primary benefit of any person or persons for whose primary benefit Trustee is holding any other trust, upon substantially the same terms, which I created by this or any other instrument, or which any other member of my family created, Trustee in its discretion may commingle them and hold them as a single trust.

5.4(c) **Termination of Trusts.** The Trustee, if any, acting in its discretion and in accordance with this paragraph; or a court of competent jurisdiction, acting on the petition of a Trustee or an interested party, but only following notice to Trustee, the then income beneficiaries who are competent adults, and the competent adult members of the class of contingent remaindermen, may, without the consent of all parties, terminate trusts established under this document (1) when the continued, segregated existence of the trust is not necessary under the circumstances then existing for (a) a significant

transfer tax or income tax benefit, (b) asset management assistance for a current beneficiary, or (c) achieving any other significant trust purpose; or (2) when the principal is, at the end of any accounting period, reduced to a sum which would be undesirable, impracticable or inexpedient to continue in trust and it is reasonably certain that there will be no further additions of any sizable amount to the trust. The presence of a spendthrift clause shall not prevent the termination of a trust when termination is otherwise justified under the terms of this paragraph. A trustee shall not incur any liability for either exercising or failing to exercise its discretion under this paragraph. If at any time a trust created under this Agreement, in Trustee's judgment, shall become uneconomical or impractical to administer Trustee may, but need not, terminate the trust and distribute the assets to the beneficiary or beneficiaries, at that time, of the current trust income, and if there is more than one beneficiary, in the proportions in which they are beneficiaries. However, if there is more than one beneficiary to whom current income could be paid but the interests are indefinite, Trustee shall distribute the trust assets to the beneficiaries who are my descendants, by right of representation, or if no descendant of mine is a beneficiary, to all income and then living residuary beneficiaries of the trust per capita.

5.4(d) **Accrued Income.** Upon the death of a beneficiary, other than a beneficiary to whom Trustee is directed to pay all net income until death, any accrued or undistributed income shall be held and accounted for, or distributed, in the same manner as if it had been received and accrued after the beneficiary's death.

5.4(e) **Trust Registration.** This Agreement and any trust created by it shall be exempt from registration under Estates and Protected Individual Code (EPIC), 386 PA 1998, Michigan Compiled Laws 700.1101, et seq. However, if any controversy arises relating to the Agreement or a trust, and recourse to any probate court is required, the Agreement shall be registered and the proceedings held where it is convenient to the Trustee.

5.4(f) **Distribution by Right of Representation.** In any distribution by right of representation, the stirpes (common ancestor) shall be the oldest generation with at least one then survivor.

5.4(g) **Zero Inclusion Ratio Assets.** Trustee shall separate and maintain the separation of, all assets that have a zero inclusion ratio for generation-skipping transfer tax purposes.

5.4(h) **Generation-Skipping Transfer Tax.** If any trust created under this Agreement would have a generation-skipping transfer tax ("GSTT") inclusion ratio other than one or zero, Trustee shall divide the trust into two separate trusts that are fractional shares, the "Exempt Trust" and the "Nonexempt Trust".

The Exempt Trust is a fractional share of the total trust fund that has GSTT inclusion ratio of zero, and the Nonexempt Trust is the remaining fractional share of the trust, with a GSTT inclusion ratio of one. The property of each separate Exempt Trust and Nonexempt Trust shall be held and administered as a separate trust, and Trustee shall maintain adequate accounting and other records for each Trust.

To the extent possible, Trustee shall make distributions of principle to a beneficiary who is a non-skip person from the Nonexempt Trust. Trustee shall not add any property to an Exempt Trust that would cause the inclusion ratio of the Trust to change. To the extent possible, trustee shall divide and designate these separate trusts as of the date of my death. I direct Trustee, to the extent possible, to pay any estate, inheritance, and other taxes from the Nonexempt Trust, unless that would be deemed a contribution to the Exempt Trust for GSTT purposes.

5.5 **Certificate of Trust Existence and Authority.** Trustee may, at any time, record, file, or deliver a Certificate of Trust Existence and Powers ("Certificate") with or to any clerk, register of deeds, transfer agent, or other similar agency or office or to any person dealing with Trustee. The Certificate shall contain a verbatim synopsis of certain provisions of this Agreement and shall be signed and acknowledged by Trustee. Any purchaser or person dealing with Trustee shall be entitled to rely on the Certificate as a full statement of the provisions of this Agreement that are pertinent to the particular transaction. Machine copies of the executed Certificate shall have the same effect and authority as the executed Certificate.

5.6 **Disappearance or Absence.** I shall also be deemed to be disabled upon my unexplained disappearance or absence, or if I am being detained under duress where I am unable to manage my property or financial affairs effectively. My Trustee shall rely conclusively upon a written statement to this effect signed by my spouse, if living and not disabled.

5.7 Retirement Plan Elections. My 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

My Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

My Trustee, in its sole and absolute discretion, may disclaim the benefits of any retirement plan payable to my trust, including individual retirement accounts that are payable to my trust. Such disclaimed benefits shall be payable to my spouse.

ARTICLE VI **GENERAL PROVISIONS**

6.1 Rule Against Perpetuities. Notwithstanding any provision to the contrary, all trusts under this Agreement shall terminate not later than 21 years after the latest of my death or the death of the last survivor of my descendants living on the date of my death, or a longer period (e.g., 90 years from the date the trusts become irrevocable), if permitted by the Uniform Rule Against Perpetuities and the laws governing this document. At the end of that period Trustee shall distribute each remaining portion of the trust property to the beneficiary or beneficiaries, at that time, of the current trust income, and if there is more than one beneficiary, in the proportions in which they are beneficiaries.

6.2 Power of Appointment Exercise. In determining whether, in what manner, and to what extent a power of appointment has been exercised by will, Trustee may act in reliance on a court order in any jurisdiction admitting an instrument to probate as the will of the holder of the power or finding that the holder died intestate, and unless within three months after the holder's death Trustee has actual notice of the existence of a will or of probate proceedings, Trustee may assume that the holder died intestate. However, this provision shall not affect any right an appointee or beneficiary in default of appointment may have against any distributee.

6.3 Law, Definitions, Captions, and Severability. The following apply to every trust created under this Agreement:

6.3(a) **Governing Law.** This Agreement and the trusts shall be construed and regulated and their validity and effect shall be determined by the law of

Michigan under Estates and Protected Individual Code (EPIC), 386 PA 1998, Michigan Compiled Laws 700.1101, et seq. or a convenient jurisdiction for the trustee.

6.3(b) **Definitions.** Whenever necessary in this Agreement and where the context permits, (1) the singular term and the related pronoun shall include the plural, the masculine, and the feminine, and, as to Trustee, the neuter, and (2) "descendant" and "issue" shall include adopted children.

6.3(c) **Captions.** Captions in this Agreement are used for convenience and shall not limit, broaden, or qualify the text.

6.3(d) **Provisions Severable.** The provisions of this Agreement are severable. If any provision is held invalid by final judgment of a court, all other provisions shall remain valid.

6.4 **No Contest Clause.** If any person, including a beneficiary, other than me, shall in any manner, directly or indirectly, attempt to contest or oppose the validity of the agreement, including any amendments thereto, or commences or prosecutes any legal proceedings to set this agreement aside, then in such event such person shall forfeit his or her share, cease to have right or interest in the trust property, and shall be determined to have predeceased me.

Should any person disclaim his or her interest, on whole or part, in any trust created for his or her benefit in this trust agreement, the result of which would be for that person to receive trust property free of trust earlier than provided by the terms of the trust, then the disclaiming person shall forfeit his or her interest in the trust, shall cease to have any right or interest in the trust property, shall be deemed to have predeceased me.

6.5 **Business Interests.** Notwithstanding any other provision of this Agreement (except a provision specifically identifying the shares and disposing of them):

6.5(a) **S Corporation Shares.** Notwithstanding any other provision of this Agreement, if, when I die, the trust property includes shares of an S corporation (as defined in IRC 1361(a)) and no other provision of this Agreement disposes of the shares, then if my children survive me, Trustee shall allocate all the shares to a portion or portions that will qualify for the federal estate tax marital deduction. If my children do not survive me, and Trustee determines in its sole discretion that it cannot reasonably dispose of

the shares in accordance with the provisions of this Agreement, other than this provision, without causing the corporation to lose its status as an S corporation, Trustee may appoint the stock to a person or persons out of a class composed of my descendants of whatever degree and whenever born, and in the estates, interests, and proportions (including an appointment to a trustee in trust for any descendant, but the trust must be an eligible shareholder of an S corporation), as Trustee, in its sole discretion may determine. Trustee may exercise or release this power at any time within five years after my death but shall not be required to exercise it and shall have no liability for releasing, or failing to exercise, the power. Without limiting Trustee's sole discretion, I desire that Trustee consult with my adult descendants before release or exercise of the power.

6.5(b) **Family-Owned Business Election.** If the trust property contains an interest in a qualified family-owned business (as that term is defined in IRC 2057) (QFOB) for which a QFOB election is made, Trustee shall, to the extent possible, allocate the QFOB interest to Trust A. If for any reason a trust created under this Agreement that contains a QFOB interest fails to qualify as a qualified heir (as that term is defined in IRC 2057), Trustee may appoint the QFOB interest to one or more persons who do qualify as qualified heirs to estates, interests, and in proportion, including an appointment to a trustee in trust for a beneficiary (but only if the trust is a qualified heir), as Trustee, in its sole discretion, may determine.

6.5(c) **Exercise of Power.** Trustee may exercise or release any power of appointment created under this section at any time and shall not be required to exercise it and shall have no liability for releasing, or failing to exercise, the power. Without limiting Trustee's sole discretion, I desire that Trustee consult with my Spouse and adult descendants, if any, before release or exercise of power.

6.5(d) **Limitation on Exercise of Power.** No trustee may exercise any power of appointment created under this section in favor of that trustee, creditors of that trustee, or creditors of the estate of that trustee. If there is no trustee who may exercise the power, Trustee may appoint a special trustee to exercise the power.

6.6 **No Bond Required.** No Trustee named herein need not give bond in any jurisdiction. If a fiduciary's bond may not be dispensed with, the Undersigned request that the bond be accepted without surety and in the lowest possible amount. In the absence of breach of

trust, no Trustee shall ever be required to qualify before, be appointed by, or account to any court, or obtain the order or approval of any court in the exercise of any power or discretion herein given.

6.7 **Signatures.** The Undersigned, **DORIS L. SMALLS**, has signed her name and is known by her whole name or by a portion thereof only or by a certain combination of names and the initials thereof. Regardless of what combinations of the names and signatures of the Undersigned appear on past, present or future written documents, the names and signatures of the Undersigned, as written below, are intended by the Undersigned and shall be effective to transfer and convey the property listed in said written documents into this Trust.

6.8 **Ineffectual Provisions.** If any provision of this Trust Agreement is unenforceable, the remaining provisions, nevertheless, shall be carried into effect.

6.9 **Gender.** In any provision of this Trust Agreement, the masculine includes the feminine and vice versa, and the neuter includes the masculine or feminine and vice versa. Where applicable, the singular includes the plural and vice versa.

6.10 **Certified Copies of Trust.** To the same effect as if it were the original, any person or institution may rely upon a copy certified by a Notary Public to be a true copy of this instrument and schedules or exhibits attached hereto. Any person or institution may rely upon any statement of fact certified by anyone who appears from the original Trust, or a certified copy thereof, to be a Trustee hereunder.

6.11 **Attorney Information in Case of Death or Serious Illness.** If either of the Undersigned has a serious illness or operation, the Undersigned request that the Trustees call their attorney, Linda M. Baxter, 5041 Cotton Valley Shores, Christiansted, VI 00820-4541 and telephone number (340) 773-9168; fax: (340) 773-5941; e-mail: lawvvi@attglobal.net to obtain instructions in case either of the Undersigned should die. If death makes this prior conversation impossible, then the Trustees should call said attorney as soon after death as is possible.

6.12 **Clarification.** Any clarifications or instructions concerning this Trust Agreement may be obtained by calling the above-mentioned attorney, who is requested to do everything necessary to implement the provisions of this Trust.

6.13 **Acceleration of Distribution of Principal.** After a Grantor's death, any trust may be terminated earlier than the time provided in this instrument when the Successor

Independent Trustee, in said Trustee's discretion, determines that such action would be in the best interests of the income beneficiaries because of such circumstances not known or contemplated during a Grantor's lifetime. Such circumstances would include, but not be limited to, significant depletion of the trust assets or changes in law which tend to negate the trust purposes. Upon making a decision for early termination of a trust, said Trustee shall distribute all of the trust estate to the surviving Grantor, if any, and if none living, to the income beneficiaries. If there is more than one income beneficiary, said Trustee shall make such distributions to such income beneficiaries in the proportion in which they are beneficiaries or, if no proportion is designated, in equal shares to such beneficiaries. No person named to receive ultimate distribution of the principal, whether or not such right is vested, shall have any claim against such early distribution to other persons.

6.14 **Investment Policy.** The investment policy of the Trustees of each trust hereunder shall be based primarily on the long-term welfare and security of the person or persons who, at the time, are entitled to the mandatory and discretionary payments of income of such trust and only secondarily in the interest of its remainder beneficiaries. In determining the proportion of trust properties to be invested in equities, on the one hand, and in "fixed dollar" type assets on the other, the Trustees shall give consideration to the amount and nature of all assets and means of support available from all sources to such income beneficiary or beneficiaries, to the extent such circumstances are known to the Trustees, even to the point of having all investments in one or the other type of holding. The Trustees are hereby expressly authorized to invest in municipal bonds and other tax-exempt securities and in such amounts as the Trustees, in their sole discretion, shall deem proper under the circumstances known to the Trustees.

6.15 **Care and Custody of Assets.** Upon the death, resignation or incapacity of a Grantor, the Trustee shall have the entire care and custody of all the assets comprising the principal of the trust hereunder, administering such assets with the same care as given to other property held by them in a fiduciary capacity and shall maintain full and accurate records of assets, receipts and disbursements and other financial transactions relative to the trust property, all of which shall be available for inspection at any reasonable time by any Trustee.

6.16 **Tax considerations.** In the general administration of this trust, the Trustees shall exercise all tax-related elections, options and choices in such manner as will achieve, in such Trustees' judgment, the overall minimum in total combined present and reasonably anticipated future taxes of all kinds, upon not only this trust but also its beneficiaries. Such Trustees shall not be accountable to any person interested in any trust hereunder for the

manner in which they shall carry out this direction to minimize overall taxes, and, even though their decisions in this regard may result in increased tax or decreased distributions to a trust or to one or more beneficiaries, there shall in no event be any compensation readjustments or reimbursements between any of the trusts hereunder or beneficiaries by reason of the manner in which the Trustee carries out said direction.

6.17 Life Insurance.

6.17(a) **Rights Reserved by Grantors.** The designation of the Trustees as beneficiaries of death benefits payable under life insurance policies shall in no way affect any of the rights of the owner or owners of such policies. Each Grantor reserves during Grantees life, all incidents of ownership; payments, dividends, surrender values, sickness, accident, disability and benefits of any kind which may accrue on account of any deposited insurance policy; and the right to borrow money thereon, to use them and any of them for any other purpose, and to change the beneficiary thereof, to convert any policy or policies hereunder to another policy or policies; and in the event that any policies hereunder mature during the lifetime of such Grantor, to collect, receive and retain the proceeds thereof as his or her own property free of this trust. During the lifetime of a Grantor, a Trustee shall not be required to pay any charges with respect to any life insurance policies on the life of said Grantor or any other person. Notwithstanding the above to the contrary, whenever and as often as a Grantor shall in writing request the Trustees to do so, it shall be the duty of the Trustees, and the Trustees shall have the power to join with Grantors in the execution of such instrument or instruments as Grantors shall have signed for the purpose of assigning and/or pledging any insurance policy or policies in which the said Trustees or any Successor Trustee has been designated as beneficiary and which has or have been made subject to the terms of said Trust Agreement, and upon the execution of such instrument and/or instructions by the Trustees and/or Successor Trustee, all of the rights and interests of the Trustee and all of the rights and interests of the said trust shall be and remain subordinated and subject to the rights and interest of such assignee and/or pledgee. Nothing herein contained shall be deemed to impose any obligation on Grantor to maintain any and all of said policies in force.

6.17(b) **Collection of Life Insurance Proceeds.** Upon the death of a Grantor, the Trustees shall use their best efforts to collect the proceeds of all policies of insurance which are subject to the terms of this trust, or may,

7.1(b) **Remediation**. Taking any action necessary to prevent, abate, or otherwise remedy any actual or threatened violation of any environmental law affecting property held by the trust, either before or after the initiation of an enforcement action by any governmental body.

7.1(c) **Appointment of Independent Special Trustee**. Appointing an independent special trustee to hold title to and take any reasonably required action relating to any environmental law on any property tendered to the trust (1) until Trustee determines that no substantial risk exists if the tendered property becomes trust property or (2) until Trustee abandons the tendered property.

7.1(d) **Refuse Additions**. Refusing to accept property if Trustee determines that any property to be transferred to Trustee either is contaminated by any hazardous substance or is being used or has been used for any activity directly or indirectly involving a hazardous substance and that activity could result in liability to the trust or otherwise impair the value of the assets held in the trust.

7.1(e) **Settle Claims**. Settling or compromising at any time on all claims against the trust, involving the alleged violation of any environmental law affecting property held in the trust, that may be asserted by any governmental body or private party.

7.1(f) **Disclaim Fiduciary Powers**. Disclaiming any power granted by any document, statute, or rule of law that, in the sole discretion of Trustee, may cause Trustee to incur personal liability under any environmental law.

7.1(g) **Declination or Resignation**. Declining to serve or resigning as Trustee if Trustee reasonably believes that there is or may be a conflict of interest between it in its fiduciary capacity and it in its individual capacity because of potential claims or liabilities that may be asserted against it on behalf of the trust because of the type or condition of assets held in the trust.

7.1(h) **Costs**. Charging the cost of any inspection, review, abatement, response, cleanup, settlement of claim, or remedial action authorized in these provisions against the income or principal of the trust.

7.2 Limitations. Trustee shall not be personally liable to any beneficiary or other party for any decrease in the value of assets in the trust because of Trustee's compliance with any environmental law (specifically including any reporting requirement under any environmental law). Neither Trustee's acceptance of property nor Trustee's failure to inspect property or business operations shall create any inference that there is or may be any liability under any environmental law with respect to the property or business operations. The authority granted by these provisions is solely to facilitate the administration and protection of trust assets and is not to impose greater responsibility or liability on Trustee than that imposed by law absent these provisions.

7.3 Definitions. For purposes of these provisions, environmental law means any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or human health; and hazardous substance means any substance defined as hazardous or toxic or otherwise regulated by any environmental law.

ARTICLE VIII **FAMILY**

8.1 Children. My children as of the date of this Agreement are:

Child's name:	Date of Birth:
SHIRLEY MAXINE SMALLS HERNANDEZ	11/16/49
DUDLEY EUGENE SMALLS III	03/04/53
JEANINE HELENA SMALLS BRADY	07/12/60
CHERILYN MARIE SMALLS	04/13/63

ARTICLE IX **MISCELLANEOUS PROVISIONS**

9.1 Survival Presumption. Any beneficiary who dies within 120 hours after my death shall be deemed to have died before I died. However, as to any gift, other than a gift of tangible personal property, that will qualify for the marital deduction, my Spouse shall be deemed to have survived me if we die under circumstances where it is not clear who survived.

I sign my name to this Agreement on the date that is first written above. I have taken an oath, administered by the officer whose signature appears below, swearing that the statements in this Agreement are true. I declare to that officer that this document is my Trust Agreement; that I sign it willingly or willingly direct another to sign for me; that I execute it as my voluntary act for the purposes expressed in this Agreement; and that I am 18 years of age or older, of sound mind, and under no constraint or undue influence.

Executed in original, delivered, and the trust accepted, as of the date first written above.

Doris L. Smalls
DORIS L. SMALLS, Grantor & Trustee

We, the witnesses, sign our names to this Agreement on the date that is first written above and have taken an oath, administered by the officer whose signature appears below, to swear that all of the following statements are true; the individual signing this Agreement executes it as a voluntary act for the purposes expressed in this Agreement; each of us, in the individuals' presence, signs this Agreement as a witness to the individual's signing; and, to the best of our knowledge, the individual is 18 years of age or older, of sound mind, and under no constraint or undue influence.

WITNESS # 1:

[Signature] address: Po Box 10548
(SIGNATURE):

Del Beazer St. Thomas V.I. 00801
(PRINT):

WITNESS # 2:

Deborah P. Gomez address: P.O. Box 951
(SIGNATURE):

Deborah P. Gomez St. Thomas, V.I. 00804 - 0951
(PRINT):

UNITED STATES VIRGIN ISLANDS)
ISLAND OF ST. THOMAS)

On March 21, 2005, DORIS L. SMALLS appeared before me,
signed, acknowledged, and delivered THE DORIS L. SMALLS TRUST DATED
Oct 20, 2005.

Judith Christian, Notary Public

Name: Judith Christian
My Commission Expires: Dec. 15, 2006
NP Commission #: NP-021-03

