

AE BLIND TRUST

THIS TRUST AGREEMENT made and entered into on this 5th day of July, 2019, between Anthony S. Evers, as Grantor, and [REDACTED] as Trustee, together with any additional and successor Trustees appointed hereunder (the "Trustees").

WHEREAS, the Grantor has been elected to a political office;

WHEREAS, to avoid any conflict of interest, or appearance of any such conflict, which may arise from his duties and powers in office, the Grantor wishes to create a trust for the purpose of ensuring that the Trustees make decisions as to when and to what extent the property (original or otherwise) of the trust (the "Trust Fund") is to be sold or disposed of and in what investments the proceeds of sale are to be reinvested, without any participation in, or, except as provided in Article 2 of this Agreement, knowledge of, such decisions by the Grantor or any other "Interested Party" (as hereinafter defined); and

WHEREAS, the Trustees are willing to accept the trust hereby created and covenant to discharge faithfully the duties of a Trustee hereunder;

NOW, THEREFORE, the Grantor intends to transfer the property set forth in Schedule A annexed hereto to the Trustees, in trust, and the Trustees agree to accept such property and to hold, manage and distribute the property under the terms of this Agreement.

ARTICLE 1 DISPOSITIVE PROVISIONS

1.1 Trust Term. The "Trust Term" shall begin on the date of this Agreement and shall expire upon the first to occur of: (i) the date on which the Grantor completes his term in any political office to which he is appointed or elected or any other position to which he may have been subsequently appointed or elected and the Grantor thereafter gives the Trustees written notice directing that this trust be terminated, (ii) the date on which the Grantor ceases to serve in a political office or any other position to which he may have been subsequently appointed or elected due to his incapacity, (iii) the date on which the Grantor revokes this trust pursuant to Paragraph 5.3, and (iv) the date of the Grantor's death.

1.2 During the Trust Term. During the Trust Term, the Trustees shall dispose of the Trust Fund as follows:

1.2.1 The Trustees shall pay to or apply for the benefit of the Grantor so much of the income therefrom and such sums out of the principal thereof as the Grantor may from time to time direct, and so much of the income therefrom and such sums out of the principal thereof as the Trustees, in their absolute discretion, may determine from time to time.

1.2.2 The Trustees may also pay or apply so much of the income therefrom and such sums out of the principal thereof to pay the Grantor's obligations, including the support of the Grantor's spouse and/or the Grantor's descendants.

1.2.3 Any income not so distributed as provided in Paragraphs 1.2.1 or 1.2.2 shall be accumulated and added to principal at least annually.

1.2.4 Notwithstanding any other provision of this Agreement to the contrary, any payment or distribution made during the Trust Term shall be made exclusively in cash. If the Trust Fund does not include an amount of cash equal to the amount of the payment or distribution to be made, the Trustees may sell such assets of the Trust Fund as the Trustees, in the exercise of their sole and absolute discretion, may choose; provided, however, that the value of the assets sold shall not exceed the amount of said shortfall.

1.2.5 Neither the Grantor nor any Interested Party shall pledge, mortgage or otherwise encumber his, her or its interest in the Trust Fund.

1.3 Upon Expiration of the Trust Term. Upon the expiration of the Trust Term, the Trustees shall distribute any property held under this Agreement to the Grantor, if he is then living, or if the Grantor is deceased, to [REDACTED]

1.4 Name of Trust. This trust shall be known as the "AE BLIND TRUST."

ARTICLE 2

RESTRICTIONS ON INFORMATION AND ACTIONS

2.1 Prohibition on Reporting to Interested Parties. No Interested Party shall receive any report on the holdings of the Trust Fund or its sources of income, except that the Trustees shall take the following actions:

2.1.1 Provide any Interested Party with quarterly reports showing the aggregate cash value of the assets of the Trust Fund and the aggregate cash value of the income of the trust.

2.1.2 Report the net income or loss of the Trust Fund and make other reports necessary to enable any Interested Party to complete any tax return required by law.

2.1.3 Provide any Interested Party with information about the Trust Fund, including particular securities and other items of property in the Trust Fund, only to the extent necessary to permit the Interested Party to prepare and file reports that are required by law, which report discloses the aggregate amount of the

trust's value and income attributable to the Interested Party's beneficial interest in the Trust Fund.

2.2 Communication with Interested Parties. There shall be no direct or indirect communication between (i) any Interested Party and (ii) the Trustees with respect to the Trust Fund unless the communication:

2.2.1 Relates to a request by the Grantor for a cash distribution or other unspecified assets from the Trust Fund;

2.2.2 Consists of the reports and information specified in Paragraph 2.1; or

2.2.3 Is in writing and relates to one of the following:

2.2.3.1 The general financial interests and needs of the Interested Party (including, but not limited to, an interest in maximizing income or capital gain);

2.2.3.2 The notification of the Trustees of a law or regulation subsequently applicable to the Interested Party that prohibits any Interested Party from holding a particular asset, which notification directs that the asset not be held in the Trust Fund; or

2.2.3.3 Directions to the Trustees to sell all holdings of an asset initially placed in the Trust Fund by an Interested Party that, in the determination of the Grantor, creates a conflict of interest or the appearance of such a conflict due to the subsequent assumption of duties by the Grantor; provided, however, that any such direction is not required.

2.3 Prohibition on Actions by Interested Parties. The Interested Parties shall not take any action to obtain, and shall take appropriate action to avoid receiving, information with respect to the property of, and the sources of income of, the Trust Fund, including obtaining a copy of any tax return of the Trust Fund filed by the Trustees or any information relating thereto, except for the reports and information specified in Paragraph 2.1.

2.4 Prohibition on Actions by the Grantor. The Grantor shall not knowingly and willfully, or negligently (i) solicit or receive any information about the Trust Fund that, pursuant to any provision or requirement of law, may not be disclosed to the Grantor or (ii) fail to file any document required by law.

2.5 Prohibition on Actions by the Trustees. Notwithstanding the powers granted to Trustees pursuant to the terms of this Agreement, in the exercise of their authority and discretion to manage and control the property of the Trust Fund, the Trustees shall not knowingly, willfully or negligently take any of the following actions:

2.5.1 Notify any Interested Party of a decision made with respect to the management and control of property or consult with any Interested Party with respect to such decision;

2.5.2 Except as provided in Paragraph 2.1.3, disclose to the public or any Interested Party any information as to the acquisition, retention or disposition of any particular securities or items of other property in the Trust Fund;

2.5.3 Disclose to any Interested Party any information with respect to the Trust Fund that may not be disclosed pursuant to any provision or requirement of this Agreement;

2.5.4 Acquire any property the ownership of which is prohibited by, or not in accordance with the terms of, this Agreement, including the acceptance of any contribution in cash or kind to the trust from an individual other than the Grantor; and

2.5.5 Solicit advice from any Interested Party with respect to the Trust Fund or this Agreement, to the extent that such solicitation is prohibited by this Agreement.

2.6 Filing Reports. Nothing in this Agreement shall prevent the Grantor from preparing, reviewing, signing or filing any reports that are required by law, including, but not limited to, annual reports that disclose assets owned directly, indirectly, beneficially or otherwise by the Grantor.

ARTICLE 3 **FIDUCIARIES**

3.1 Initial Trustees. A Trustee who is a party to this Agreement shall serve as a Trustee, except where this Article or some other provision of this Agreement specifically provides otherwise.

3.2 Removal and Appointment of Trustees During the Grantor's Lifetime. During the Grantor's lifetime, the Grantor may (a) appoint an individual or individuals or a bank or trust company to act as an additional Trustee from time to time, (b) remove any Trustee (whether then acting or named herein to act as a successor Trustee) from time to time, with or without cause, and (c) appoint an individual or individuals or a bank or trust company to act as (one or more or successive) successor Trustees and revoke said appointment at any time before it takes effect; provided, however, that the Grantor may not appoint an Interested Party to serve as Trustee; and, provided further that any Trustee appointed hereunder shall be an independent Trustee, who is a non-related, non-subordinate party within the meaning of Section 672(c) of the Internal Revenue Code of 1986, as amended.

3.3 Individual Trustee Ceases to Act if Incapacitated. An individual acting as a Trustee of any trust hereunder shall cease to act as such while he or she is "Incapacitated" (as hereinafter defined). No individual may participate in any decisions relating to the removal, appointment or compensation of any Trustee of any trust hereunder while such individual is Incapacitated.

3.4 Appointment of Additional or Successor Trustees. Subject to the foregoing Paragraphs of this Article, the Trustees at any time acting hereunder, acting unanimously, are authorized to appoint an individual or individuals or a bank or trust company to act with them, and a sole surviving Trustee at any time acting hereunder is authorized to appoint one or more (or successive) successor Trustees and revoke said appointment at any time before it takes effect; provided, however, that no Interested Party shall be appointed as Trustee hereunder; and provided further that any Trustee appointed hereunder shall be an independent professional Trustee that is not associated with or affiliated with the Grantor or any Interested Party.

3.5 Trustee Compensation. A Trustee acting hereunder shall be entitled to receive reasonable compensation for said Trustee's services.

3.6 No Bond. No bond or other security shall be required for any reason whatsoever of any Trustee named herein or appointed as herein provided.

ARTICLE 4 **FIDUCIARY POWERS**

Subject to the foregoing provisions of this Agreement, including, but not limited to, those provisions limiting the Trustees' power to take certain actions, the Trustees shall have the following discretionary powers in addition to those conferred by law:

4.1 Wherever reference is made in this Agreement to "property," that term shall be interpreted in the broadest manner possible and shall include (a) cash, (b) securities, domestic or foreign, and, specifically, any privately or publicly issued form of capital stock, bond, note, debenture, commercial paper, evidence of indebtedness or warrant, (c) so-called derivative investments, domestic or foreign, (d) puts, calls or any other form of option to sell or to purchase securities or so-called derivative investments (whether or not then held hereunder), (e) shares or interests in mutual funds, investment companies, investment Trusts or common trust funds (including any as to which a Trustee hereunder may act as sponsor or investment advisor), (f) currencies, precious metals, oil and gas properties or other natural resources or commodities or forward or other contracts relating to, interests in, rights to or puts, calls or any other form of option to sell or to purchase, any of the foregoing (whether or not then held hereunder), (g) improved or unimproved real property or leases, mortgages or other contracts relating to, interests in, rights to or puts, calls or any other form of option to sell or to purchase, real property (whether or not then held hereunder), (h) tangible personal property, (i) life insurance, endowment, annuity or similar contracts (including

contracts insuring the then income beneficiary of any trust hereunder), (j) hedge, leveraged-buyout, index, venture capital or any other variety of investment fund, (k) interests in partnerships or limited liability companies and (l) any other form of, or arrangement for, investment that may be available, generally or selectively, for purchase or subscription;

4.2 To retain any property transferred to the Trust, or any undivided interest therein, and any additional property which they receive. The Grantor authorizes the Trustees to retain any assets transferred to the Trust by the Grantor, or any assets for which they may be exchanged, as assets of the Trust notwithstanding any lack of diversification which may result in the retention of such assets or assets for which they may be exchanged; and the Grantor waives any diversification requirement imposed by the Wisconsin Prudent Investor Act or any other state's Prudent Investor Act or any other statute or rule of law;

4.3 To retain any interest in any business even though it may constitute all or a substantial portion of the Trust property, whether as a stockholder or security holder of a corporation, a partner, a member, a sole proprietor, or otherwise, for any length of time; to carry out the terms of any agreement with respect to all or any part of any interest in any business held as part of the Trust property; to participate in the conduct of such business and take or delegate to others discretionary power to take any action with respect to its management and affairs which an individual could take as the owner of such business, including the voting of stock and the determination of all questions of policy; to execute partnership agreements, stockholder's agreements, operating agreements, voting trust agreements, and amendments thereto; to participate in any incorporation, organization, reorganization, merger, consolidation, recapitalization or liquidation thereof; to invest additional capital in, subscribe to additional stock or securities of, and loan money or credit with or without security and with or without guarantees to such business, out of the Trust property; to leave income of the business at the risk of the business by way of contribution to capital or loan subordinate to other creditors; to rely upon the reports of certified public accountants as to the operations and financial condition of the business, without independent investigation; to deal with and act for the business in any capacity, including any banking or trust capacity and the loaning of money out of a Trustee's own funds, and to be compensated therefor; and to sell or liquidate such interest or any part hereof at any time;

4.4 Except as otherwise provided in this Agreement or by a subsequent notification pursuant to Paragraph 2.2.3.3, to invest and reinvest the Trust property in any property or undivided interests therein, wherever located, including, but not limited to, bonds and notes (secured or unsecured), interests in partnerships, limited partnerships, limited liability companies, limited liability partnerships and mutual funds, joint ventures, stocks of corporations, real estate or any interest therein, interests in trust (including common or proprietary trust funds), life insurance contracts, interests in new or unseasoned ventures, commodities, futures contracts, spot contracts, claims, puts, calls, straddles, short or long contracts, and any form of option agreements,

without being limited by any statute or rule of law concerning investments by trustees and regardless of any lack of diversification, risk, non-productivity or lack of liquidity. In exercising their investment discretion hereunder, the Grantor does not intend that the Trustees be subject to any specific maximum or minimum percentages as to holdings of any given stock or asset type or industry or sector, or that the Trustees be required to achieve the maximum possible diversification or to eliminate all diversifiable risk, or that they be required to adopt a passive or indexed approach to investing. Rather, the Grantor intends that such discretion be applied pragmatically, particularly with respect to such assets passing to and held by the Trustees as of the inception of the Trust or Trusts created hereunder;

4.5 In their discretion, to make loans with or without security and with or without interest, upon such terms as they deem advisable, to beneficiaries of the Trust;

4.6 To sell any Trust property, real or personal, for cash or on credit, at public or private sale; to grant options to purchase; to exchange any Trust property for other property; and to determine the prices and terms of sales, exchanges and options;

4.7 To purchase, sell, convey, exchange, release, mortgage, encumber, lease, partition, improve, manage, protect, subordinate, or otherwise acquire or dispose of any real estate, any real estate interests or parts thereof;

4.8 To execute leases and sub-leases for such terms as the Trustees deem advisable, even though such terms may extend beyond the termination of the Trust; to tear down or alter improvements; to grant easements, give consents, and make contracts relating to real estate or its use and to release or dedicate any interest in real estate;

4.9 To borrow money, to mortgage or pledge any Trust property or otherwise provide security, including, but not limited to, establishing margin accounts, without personal liability therefor;

4.10 To take any action with respect to conserving or realizing upon the value of any Trust property and with respect to foreclosures, reorganizations or other changes affecting the Trust property; to collect, pay, contest, compromise or abandon demands of or against the Trust property, wherever situated; and to execute contracts, notes, conveyances, guarantees and other instruments, including instruments containing covenants binding upon and creating a charge against the Trust property and containing provisions excluding personal liability;

4.11 To purchase and hold securities or other property and to open and maintain bank accounts and repositories for safekeeping in the names of the Trustees, or in the names of either of them, without reference to this Trust Agreement, or in the name of a nominee with or without disclosure of any fiduciary relationship;

4.12 To employ any person, firm, corporation, bank or trust company for advice with respect to investment policy, but the Trustees may, in their absolute discretion, follow or refrain from following any recommendations so obtained, and said recommendations shall not in any way limit the discretionary power and authority herein conferred upon, and not otherwise delegated by, them with respect to investments; to designate a corporation, partnership or other firm, authorized so to act, as custodian, and to employ attorneys, accountants and bookkeepers; and to charge the fees and expenses of the foregoing to any trust hereunder; provided, however, no person may be employed or consulted by the Trustees to assist them in any capacity in the administration of the trust or the management and control of the Trust Fund, including investment counsel, investment advisers, accountants and those engaged for assistance in preparation of tax returns unless:

4.12.1 Such person, under all the facts and circumstances, would be determined to be independent of any Interested Party with respect to the trust arrangement;

4.12.2 Such person is instructed by the Trustees to make no disclosure to the public or to any Interested Party which might identify the securities or other property which have been sold from the assets of the trust, or of any other information which may not be disclosed by the Trustees;

4.12.3 Such person is instructed by the Trustees to have no direct communication with any Interested Party, and that any indirect communication with an Interested Party shall be made only through the Trustees pursuant to Paragraph 2.1; and

4.12.4 Except as otherwise provided herein, to do all such acts, take all such proceedings, and exercise all such rights and privileges, although not otherwise specifically mentioned in this Article, with relation to any such trust property, as if the Trustees were the absolute owner thereof, and in connection therewith to make, execute and deliver any instruments and to enter into any covenants or agreements binding the trust.

4.13 To delegate ministerial powers and duties to third parties, including but not limited to decisions with respect to any tax election or option under federal, state or local law, and to authorize a co-Trustee, acting alone, to exercise such powers and duties without the consent or signature of any other co-Trustee;

4.14 To establish out of income and credit to principal reasonable reserves, including reserves for expenses and depreciation, as the Trustees may deem proper. In the event there are receipts or expenditures over which there is a question as to allocation between income and principal, reference shall be made to applicable state law, which shall be determinative;

4.15 To make any distribution or division of the Trust property in cash or in kind or both, and to allot different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or Trusts, to determine the value of any such property upon such quotations, data or other information as the Trustees deem pertinent and reliable and, in their absolute discretion, to make any such distribution or division without regard to the income tax basis of specific property allocated to any beneficiary, including any Trust; and to continue to exercise any powers and discretions herein given for a reasonable period after the termination of the Trust;

4.16 Subject to the restrictions contained in Article 2, above, to exercise all powers in the management of the Trust which any individual could exercise in the management of similar property owned in his own right, upon such terms and conditions as may seem best, and to execute and deliver any and all instruments and to do all acts which may be deemed necessary or proper to carry out the purposes of the Trust;

4.17 Notwithstanding any other provisions to the contrary, no Trustee or beneficiary hereunder shall exercise or participate in the exercise of any incidents of ownership, within the meaning of Section 2042 of the Code, over any life insurance policy or policies on the life of said Trustee or said beneficiary, as the case may be, which are owned by such Trust;

4.18 To designate a name or change the name of the Trust or any Trust created hereunder from time to time as circumstances may warrant and to fix the situs of any Trust herein created and of the property thereof within any jurisdiction, domestic or foreign, and thereafter to change such situs from time to time in their absolute discretion, without regard to the domicile of the Grantor, the Trustees, or the beneficiaries;

4.19 To rely on any notice, certificate, affidavit, letter, electronic communication, or other paper or document believed to be genuine or on any evidence deemed by the Trustees to be sufficient, in connection with any matter related to the administration of the Trust;

4.20 To enter into binding agreements not to exercise any power which may be possessed upon such terms and conditions and for such reasons as may be deemed appropriate;

4.21 There need be no physical segregation or division of the various Trusts except as segregation or division may be required by the termination of any of the Trusts or to assure their treatment as separate taxable entities, but the Trustees shall keep separate accounts for the different undivided interests owned by the Trusts;

4.22 Notwithstanding anything contained herein to the contrary, to apply such of the net income or principal of the Trust as they deem necessary or advisable to pay any premiums or assessments (including policy loans and interest thereon) which may

become due or payable under the terms of any of the insurance policies held as part of the Trust in order to keep said policies in force. The Trustees may, in their absolute discretion, borrow the amount necessary to pay such premiums, using the policies or other assets as collateral, convert any policy or policies into paid-up insurance or exercise any other right or option available under any such policy to provide for or defer payment of the premiums thereon;

4.23 Notwithstanding anything provided herein to the contrary, the Trustees shall not be required to make any equitable adjustment in the amounts retained or distributed to any beneficiary hereunder as a result of any action taken or tax election made by said Trustees or other authorized fiduciary; provided, however, that the Trustees shall not be prohibited from making such an adjustment;

4.24 To inspect or require the inspection of property held in trust or which may be added to the Trust; to prevent, abate or remedy any actual or threatened contamination on Trust property or comply with any environmental rule or regulation; to refuse to accept property which the Trustees believe may be contaminated or may present substantial risk of liability for environmental pollution; and to conduct a cleanup of Trust property. The Trustees may use Trust property to pay for the inspection and cleanup of property without any personal liability if the Trustees determine such activities are necessary for the protection of the beneficiaries or any fiduciary. The Trustees shall not be liable to the beneficiaries for any decrease in the value of Trust property due to the Trustees' compliance with any environmental law or regulation, or due to the Trustees' inspection, cleanup or refusal to accept property;

4.25 To disclaim, in whole or in part, any property or interest in property, including contingent or future interests or the right to receive discretionary distributions, of which the Trust is the beneficiary, in the manner provided by any applicable statutes;

4.26 If any Trust created under this Trust Agreement is a beneficiary of any retirement plan subject to the rules of Section 401(a)(9) of the Code, whether directly or by incorporation, including, but not limited to, Section 401(a) qualified plans, Section 403(b) plans, Individual Retirement Accounts and qualified deferred compensation plans under Section 457 of the Code (hereinafter referred to as "Retirement Plan Benefits"), it is the Grantor's intention that the life expectancy of the oldest income beneficiary of such Trust or the life expectancy of the Grantor shall be used for purposes of calculating the required minimum distributions under Section 401(a)(9) of the Code. The Grantor hereby authorizes and empowers the Trustees of such Trust to take any action necessary to ensure that, if possible under applicable law, such beneficiary's life expectancy may be used for purposes of calculating required minimum distributions under Section 401(a)(9) of the Code. If any provision of this Trust Agreement disqualifies such Trust from using the life expectancy of such beneficiary or of the Grantor to calculate required minimum distributions, then the Trustees shall segregate the Retirement Plan Benefits in a separate account of such Trust under the Article under which such Trust is being administered, and the Trustees shall distribute to

(or apply for the benefit of) such beneficiary, not less often than annually, all distributions such Trust receives from the Retirement Plan Benefits, including the required minimum distributions calculated under Section 401(a)(9) of the Code. Notwithstanding the foregoing, the provisions of this Paragraph shall not apply if at the time of the death of the Grantor there is no provision under applicable law permitting the calculation of required minimum distributions by reference to such beneficiary's life expectancy or the life expectancy of the Grantor, and, in the event this Paragraph is inapplicable, any Retirement Plan Benefits paid to such Trust shall be administered as otherwise provided above;

4.27 To receive additional property from any source and add it to and commingle it with Trust property.

4.28 Severally to resign, by delivering to the then acting Trustees and the successor Trustee, if any, written notice of such resignation, to take effect at such date as said resigning Trustee may specify in said notice, without necessity for prior accounting or judicial approval.

4.29 Except with respect to the authority specified in Article 4, severally to authorize, by instrument in writing, any person or entity, including any co-Trustee, bank or trust company, to act in the place of said Trustee with respect to any matter, including, without limitation, to sign checks or to execute any other specifically stated instruments in the name of said Trustee.

4.30 Without the approval of any court (unless otherwise required by law), to remove any property held hereunder to or from any jurisdiction.

4.31 To access, control and dispose of any electronic accounts, data and software (in each case whether stored locally or remotely) owned by any trust hereunder, including, but not limited to, (a) online financial, social media, photo-sharing, blog, email and short message service accounts and (b) the contents of all electronic devices (including, but not limited to, personal computers and mobile devices). The Trustees of any such trust are authorized to obtain and change the usernames and passwords required to access such assets and shall not be liable to any person for accessing (or failing or declining to access) such assets.

4.32 Except as otherwise provided in this Agreement, to exercise or perform every power, authority or duty, including discretionary powers, by the concurrence and in the names of a majority of the Trustees qualified to participate, with the same effect as if all had joined therein; but by unanimous vote of the Trustees they may determine the number (one or more) who may give instructions to custodians, sign checks or have access to safe deposit boxes.

4.33 To divide, without need of court approval, any trust hereunder into two or more separate Trusts, which shall be held and administered under the same terms and

provisions as would have applied to the undivided trust or trust share, for any purpose, including, without limitation, any of the following purposes: (i) to create one or more separate Trusts to accomplish other proper tax planning purposes; (ii) to create a separate trust as to any share or portion of a trust renounced by a beneficiary, and to sever the renounced portion to be administered as a separate trust; (iii) to create one or more separate Trusts because of changed circumstances, litigation among beneficiaries, administrative difficulties, or other reasons suggesting a need for a division. The allocation of property between or among separate Trusts created from a single trust or trust share may be unequal in amount and in the type of assets, and the division may be non-pro rata. The fair market values of the trust property at the date or dates of allocation shall be used in making the allocations. All Trusts so established shall be named by the Trustees.

ARTICLE 5

ADMINISTRATIVE PROVISIONS

5.1 Powers Exercisable after Termination of Trusts. All the powers granted in this Agreement may be exercised after the termination of the Trusts hereunder in connection with the proper administration and distribution thereof.

5.2 Governing Law. Each trust under this Agreement shall be governed by and its validity, effect and interpretation determined by the laws of the State of Wisconsin.

5.3 Revocability. The Grantor may amend (except with respect to the provisions of Articles 2 and 3, above) or revoke this Agreement in whole or in part by instrument in writing delivered to the Trustees then acting hereunder.

5.4 Virtual Representation. In any judicial proceeding involving any trust hereunder and in any non-judicial settlement of the account of a Trustee hereunder, the interest of a person under disability may be represented by a party to such proceeding or settlement who is not under disability and who has the same interest, provided that no material conflict of interest exists.

5.5 Payments on Behalf of a Beneficiary. Any income or principal payable to a beneficiary hereunder may, in the absolute discretion of the Trustees, be applied by them for his or her benefit, including, without limitation, by payment to a partnership, limited liability company or other entity in which the beneficiary owns an interest (provided that such payment is credited to said beneficiary's ownership interest, such as by an increase in his or her capital account), and the receipt by such entity shall be a full discharge to the Trustees for such payment.

5.6 Accrued Income. Upon the commencement of the Trusts herein and upon the death of an income beneficiary, or any other termination of the Trusts herein, any accrued income (including dividends theretofore declared but not yet payable) shall be

paid to the persons entitled to receive the income when it becomes payable, but any undistributed income which the Trustees are authorized in their discretion to accumulate shall be added to principal.

5.7 Appointment of Co-Fiduciaries with Limited Powers. If pursuant to any provision of this Agreement all the Trustees of any trust hereunder are prohibited from participating in the exercise of one or more discretionary powers, said Trustees are authorized to appoint a person or persons to exercise only the discretionary powers as to which said Trustees may be prohibited from participating; provided, however, such person or person is not an Interested Party. Said Trustees shall, upon receipt of written instructions from the person or persons so appointed, exercise such powers as such person or persons shall direct in accordance with the terms of the relevant provisions of this Agreement.

5.8 Additions to Trust. The Grantor may from time to time add assets to the principal of the Trusts hereunder, provided only that said assets are acceptable to the Trustees.

5.9 No Accountings to Grantor. Except as provided in Paragraph 2.1, the Trustees shall make no accounting to the Grantor until the end of the Trust Term, and, at such time, it shall be required to make full and proper accounting (unless otherwise waived in writing by the Grantor) and turn over to the Grantor all assets of the trust then held by the Trustees.

5.10 Appointment of Independent Fiduciary. In the exercise of his or her power, if any, to appoint a person or persons to act as Trustee hereunder, no beneficiary and no person who may be legally obligated to support a beneficiary may appoint a person or persons who may be, with respect to him or her, a "related or subordinate party" within the meaning of Section 672(c) of the Internal Revenue Code.

5.11 Appointment and Removal of Fiduciaries. The appointment of an additional or successor Trustee, the removal of a Trustee and the revocation of a successor Trustee's appointment each shall be made by a written instrument signed and acknowledged in the presence of a Notary Public.

5.12 Fiduciary Liability. Every Trustee hereunder, original and substitute, shall be chargeable only with said Trustee's own respective receipts, omissions or acts, and shall not be liable for any loss or damage occurring hereunder without said Trustee's breach of trust committed in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries, unless such loss or damage be occasioned by a violation of an express provision of this Agreement, and shall not be liable to any person beneficially interested hereunder for any loss or depreciation which may arise from any investment retained or made in accordance with the provisions of this Agreement or which may be occasioned by the exercise of any discretion authorized

herein, whether such investment be continued or made in accordance with or in disregard of recommendations obtained as above provided.

5.13 Payment of Legal Fees from Trust. In the event a legal action is brought against the Trustees of any trust under this Agreement, all legal fees and related expenses incurred in connection with the defense of such legal action shall be paid by such trust without court authorization; provided, however, that (a) no such payment shall (or shall continue to) be made if a court enters an order prohibiting such payment, and (b) the Trustees shall refund to the trust any such payments that previously had been made if a court enters an order directing that such payments be refunded, or if a court concludes that the Trustees acted in bad faith and committed a breach of trust.

5.14 S Corporation Stock. Notwithstanding any provision herein to the contrary, if any trust hereunder shall include shares of stock in an "S corporation" (as such term is defined in Section 1361 of the Code), the Trustees are authorized to divide any property held or directed to be held into two or more separate Trusts, so that one or more separate Trusts consist solely of assets other than S corporation stock. At the Trustees' discretion, the separate trust which contains S corporation stock shall be either (a) an "electing small business trust" (as such term is defined in Section 1361(e) of the Code) or, (b) if the current income beneficiary so elects, a "qualified Subchapter S trust" (as such term is defined in Section 1361(d)(3) of the Code), provided that such separate trust otherwise qualifies for such treatment. If the Trustees make an election to treat any trust as an electing small business trust, the stock shall be held, administered and distributed upon the same terms and conditions as the original trust from which it is segregated. If the current income beneficiary makes an election to treat any trust as a qualified Subchapter S trust (or in the event the separate trust does not qualify as an electing small business trust), the stock shall be held, administered and distributed upon the same terms and conditions as the original trust from which it is segregated except that, during the life of the current income beneficiary, no income or principal shall be paid out of the trust which contains S corporation stock to any person other than the current income beneficiary and during any calendar year (or part thereof) in which such trust consists solely or partly of S corporation stock, the entire net income of such trust for such calendar year shall be paid to the current income beneficiary. It is the Grantor's intention that any separate trust established under this Paragraph shall meet the qualifications of an "electing small business trust" as defined in Section 1361(e) of the Code or of a "qualified Subchapter S trust" as defined in Section 1361(d) of the Code.

5.15 Definition of Incapacitated. An individual shall be considered "Incapacitated" if (a) he or she is under a legal disability, (b) by reason of illness or mental or physical disability, in the written opinion of two doctors then practicing medicine, he or she is unable to manage his or her personal or financial affairs or (c) a guardian of the property (whether temporary or permanent) has been appointed for him or her by a court of competent jurisdiction. If such individual is no longer under a legal disability, is later found in the written opinion of two doctors then practicing medicine to

be capable of managing his or her personal or financial affairs, or if a court of competent jurisdiction determines that a guardian of the property is no longer required for such individual, he or she shall no longer be considered Incapacitated.

In making the determination of whether or not the Grantor is unable to manage the Grantor's personal or financial affairs, the Grantor understands that the Grantor's physicians, other health care providers and others who may be authorized to collect and share medical information (the "Health Care Providers") may be restricted by provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") from disclosing so-called "individually identifiable health information" about the Grantor or from making the Grantor's medical records available to others. For purposes of determining whether or not the Grantor is unable to manage the Grantor's personal or financial affairs as defined herein, the Grantor (to the extent permitted by law) directs the Health Care Providers to consider any successor Trustee set forth herein or appointed as herein provided, as the Grantor's personal representative under HIPAA and to treat requests made and instructions given by such successor Trustee as though they were made or given by the Grantor (insofar as the disclosure of such information or release of the Grantor's medical records are concerned).

5.16 Definition of Interested Party

5.17 No Duty of Further Inquiry. Unless the Trustees have received written notice of an event affecting the beneficial interests in a trust hereunder (including, but not limited to, any birth, marriage, divorce or death), they shall incur no liability for acting as though such event had not occurred.

5.18 Headings and Citations. The headings contained herein are for reference purposes only and shall not affect the meaning or interpretation of any provisions herein. Except as otherwise provided in this Agreement, any reference herein to a particular Article or Paragraph refers to said Article or Paragraph of this Agreement.

5.19 Use of Words. The use of words of the masculine gender is intended to include, wherever appropriate, the feminine gender, and vice versa. The use of words of the singular is intended to include, wherever appropriate, the plural, and vice versa. This applies to descriptions of Trustees and issue.

ARTICLE 6
TAXES AND EXPENSES

6.1 Preparation of Trust Tax Returns. All tax returns of the trust shall be prepared by the Trustees or their designee, and no such return and no information relating thereto, other than income of the Trust Fund summarized in appropriate

categories necessary to complete the Grantor's tax returns, shall be disclosed publicly or to any Interested Party. The Trustees shall use their best efforts to provide the Grantor, promptly after the close of each taxable year of the trust, with such information about the Trust Fund, including information on income, losses, expenses, capital gains and capital losses, as is necessary for the Grantor to prepare and file tax returns required by the laws of the United States and the laws of any State, district or political subdivision. Except as provided in Paragraph 2.1.3, in no event shall the Trustees disclose publicly or to any Interested Party any information whatsoever that might identify the securities or other property that is included in the Trust Fund or identify the securities or other property that has been sold from the Trust Fund.

6.2 Expenses. Each Trustee shall be entitled to reimbursement for any reasonable expense incurred on behalf of the trust. In addition, each Trustee shall be entitled to reimbursement from the Trust Fund of its attorneys' fees and expenses incurred in obtaining an informal release or judicial release and for any costs of producing an accounting. The Trustees shall pay out of the income or principal or both of a trust, as the Trustees, in their sole discretion, determine, such charges and expenses of the Trustee for such trust and shall have no obligation to inquire into the reasonableness of any such charges or expenses.

6.3 Qualification as a United States Trust.

6.3.1 Generally. Notwithstanding any provision herein to the contrary other than Paragraph 6.3.2, no individual or individuals or bank or trust company shall have the authority to control any "substantial decision of the trust" (as defined for purposes of Section 7701(a)(30)(E)(ii) of the Code) (a "Substantial Decision") that would cause the trust to be a "foreign trust" (as defined in Section 7701(a)(31)(B) of the Code) (a "Foreign Trust"). By way of example, this Paragraph 6.3.1 shall prohibit any individual or individuals or bank or trust company other than a "United States person" (as defined in Section 7701(a)(30) of the Code) (a "US Person") from (a) acting as Trustee of any trust hereunder, unless a majority of the Trustees of such trust are US Persons and (b) exercising the powers set forth in this Agreement to the extent such powers are considered Substantial Decisions.

6.3.2 Exceptions. Paragraph 6.3.1 shall not apply to any trust under this Agreement to the extent provided in this Paragraph 6.3.2.

6.3.2.1 Remedial Powers. Except as otherwise provided in Paragraph 6.3.2.2, in the event of an "inadvertent change" (as defined in Section 301.7701-7(d)(2) of the Treasury Regulations) in any individual or individuals or bank or trust company that controls any Substantial Decision that would cause such trust to become a Foreign Trust (but for the prohibition in Paragraph 6.3.1), then, notwithstanding the prohibition of Paragraph 6.3.1, such individual or individuals or bank or trust company

as would otherwise be able to control such Substantial Decisions: (a) may continue to control such Substantial Decisions for up to twelve months from the date of the inadvertent change; and (b) shall, within the aforementioned twelve-month period, take all steps necessary to make changes with respect to the persons who control the Substantial Decisions in order to avoid such trust becoming a Foreign Trust as would otherwise occur (but for the prohibition in Paragraph 6.3.1).

6.3.2.2 Declaration of Intent to Administer Foreign Trust.

Paragraph 6.3.1 shall not apply if the Trustees declare by a written instrument executed with the same formalities as a Will or signed and acknowledged in the presence of a Notary Public an intent to administer such trust as a Foreign Trust. The Grantor requests, but does not direct, that the Trustees obtain the advice of a tax attorney or accountant as to the potential tax consequences of such declaration prior to its execution.

6.4 Definition of Code. Wherever reference is made in this Agreement to "the Code" it shall mean the Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder, and, if to any specific provision, it shall include any corresponding Treasury regulations and any comparable provision of any subsequently enacted revenue law of the United States in effect at the Grantor's death (or from time to time, if the event to which the reference relates should occur thereafter).

ARTICLE 7
ACCEPTANCE OF TRUST

The Trustee hereby accepts the trust herein and agrees to carry out the provisions hereof and faithfully to perform and discharge all duties as Trustee.

[signature page follows]

AE BLIND TRUST

Schedule A

Cash in the sum of \$1.00 [attached hereto]

Grantor intends to undertake and otherwise cause the transfer of the current value of following account to the Trustees, in trust, and the Trustees agree to accept such account and to hold, manage, and distribute such account under the terms of this Agreement:

Brokerage or Investment Firm: [REDACTED]

Account Number: [REDACTED]

Account Name: [REDACTED]

Once such account has been so transferred and is included in the Trust Fund, and the final account number and account name have been determined by such brokerage or investment firm, this Schedule A may be revised to reflect such changes in account number and name at any time after such transfer and such revised Schedule A, initialed by Grantor and Trustees, may be substituted for this Schedule A at any time after such transfer.

Grantor's Initials: AGG

Trustee's Initials: [REDACTED]

THE UNITED STATES OF AMERICA

THIS NOTE IS LEGAL TENDER FOR ALL DEBTS, PUBLIC AND PRIVATE

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WASHINGTON, D.C.



L 66618745 C

12 *Res. Limited to 12*

SERIES 2003

Paul D. DeLoach

Issued by the Federal Reserve

Secretary of the Treasury

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