

SAMPLE DOMESTIC ASSET PROTECTION TRUST

(SELECTED EXCERPTS ONLY)

THIS IS A TRUST AGREEMENT dated April _____, 2017 between George R. Bailey (the "Grantor") and Sam Wainwright as Trustee (the "Trustee").

WHEREAS, the Grantor desires to create a trust; and

WHEREAS, the Trustee is willing to accept the trust hereby created and covenants to discharge faithfully the duties of a Trustee hereunder;

NOW, THEREFORE, the Grantor intends to transfer property to the Trustee, IN TRUST, and the Trustee agrees to accept the property and to hold, manage and distribute the property under the terms of this Trust Agreement.

ARTICLE I Family Information

The Grantor is married to Mary Hatch Bailey and any reference to the Grantor's Wife shall be to her. The Grantor's Wife and the Grantor have the following children born before the date of this Trust Agreement: Janie Bailey, Pete Bailey, Zuzu Bailey and Tommy Bailey.

ARTICLE I Trust Name

This Trust Agreement and the trust hereunder may be referred to as the Sample Domestic Asset Protection Trust.

ARTICLE II Lifetime Trust

A. **During the Grantor's Life.** During the Grantor's life, the Trustee shall administer the trust (the "Lifetime Trust") pursuant to this paragraph:

1. The Trustee may, but shall not be required to, distribute as much of the net income and/or principal of the Lifetime Trust as the Trustee may at any time and from time to time determine to such one or more of the Grantor and, the Grantor's Wife and the Grantor's descendants in such amounts or proportions as the Trustee may from time to time select for the recipient's health, education, maintenance or support in his or her accustomed manner of living; provided, however, that no distribution shall be made to the Grantor during any period that the Grantor is married to and living with another person as a married couple and provided, further, however, that no distribution shall be made to the Grantor until one year after the initial contribution to this trust.

2. The Trustee may, but shall not be required to, distribute as much of the net income and/or principal of the Lifetime Trust as the Trustee (excluding, however, any Interested Trustee) may at any time and from time to time determine to such one or more of the Grantor and, the Grantor's Wife and the Grantor's descendants in such amounts or proportions as the Trustee (excluding, however, any Interested Trustee) may from time to time select, for any purpose;

provided, however, that no distribution shall be made to the Grantor during any period that the Grantor is married to and living with another person as a married couple and provided, further, however, that no distribution shall be made to the Grantor until one year after the initial contribution to this trust.

3. Any net income not so distributed shall be accumulated and annually added to principal.

B. Power to Eliminate the Grantor as Beneficiary. The Trust Protector may, by acknowledged instrument delivered to the Grantor, permanently and irrevocably eliminate the Grantor as a beneficiary of each trust hereunder.

C. Separate Trusts for GST Purposes. Although this Article speaks in terms of a single Lifetime Trust, the Lifetime Trust may instead be held as two trusts under the circumstances outlined in this paragraph if the Trustee (excluding, however, any Interested Trustee) in the Trustee's absolute discretion determines to do so.

1. The Trustee may hold as much of the property of the Lifetime Trust as the Trustee may determine in the exercise of discretion as a separate trust ("the GST Exempt Trust") and hold the balance of the trust property in another separate trust ("the GST Non-Exempt Trust"). The GST Exempt Trust and the GST Non-Exempt Trust shall have identical terms but shall be accounted for as separate trusts for which investments and distributions need not be the same. The Grantor anticipates this will be done in such manner that the GST Exempt Trust will have a zero inclusion ratio with respect to the Grantor and the Grantor's Wife as transferors for Federal generation-skipping transfer tax purposes (to the extent either or both of them may be considered a transferor of property held under this Article for such purposes).

2. The GST Exempt Trust and the GST Non-Exempt Trust may be held and administered as if they were a single trust, *in solido*.

3. When additions are made to the Lifetime Trust, the Trustee may wait until there is sufficient information concerning what GST exemption has been allocated to the addition before allocating the added property to the GST Exempt Trust or the GST Non-Exempt Trust.

4. The Trustee (excluding, however, any Interested Trustee) is also authorized in the Trustee's absolute discretion to transfer property from the GST Non-Exempt Trust to the GST Exempt Trust. Without limiting the Trustee's discretion, the Grantor anticipates this will be done in conjunction with the allocation of additional GST exemption to the property. If the GST Non-Exempt Trust has more than one GST transferor and is therefore treated as separate trusts for GST purposes, then a transfer from the GST Non-Exempt Trust shall be deemed to come pro rata from such separate trusts comprised in the GST Non-Exempt Trust, unless the Trustee shall identify it in some other fashion. If the GST Exempt Trust also has more than one GST transferor, the transferred property shall be added to the separate trust for GST purposes having the same transferor.

5. The authority conferred by this Article to create separate GST Exempt and GST Non-Exempt Trusts may be exercised without any special notation on the trust records.

6. If no Trustee (other than an Interested Trustee) serves, or if it is established that no such division has ever been accomplished, all property contributed hereto shall be deemed to be GST Exempt, whether or not GST exemption is actually allocated to the property contributed hereunder.

D. **End of Lifetime Trust.** Upon the Grantor's death, if the Grantor is survived by the Grantor's Wife, any property of the Lifetime Trust shall be distributed to the Trustee of the Family Trust hereunder, to be disposed of under the terms of that trust. Upon the Grantor's death, if the Grantor is not survived by the Grantor's Wife, the property of the Lifetime Trust shall be distributed separately as to any GST Non-Exempt Trust and as to any GST Exempt Trust to the Trustee of the Descendants' Single Trust under this Trust Agreement, to be held as separate trusts and to be disposed of under the terms of that trust.

ARTICLE III Family Trust

Property that is to be held as the Family Trust shall be held under this Article and all references to "Family Trust" shall be to the trusts held under this Article.

A. **Separate Trusts for GST Purposes.** If property passes to the Family Trust from separate GST Exempt and GST Non-Exempt Trusts of the Lifetime Trust, then the Family Trust shall likewise be held in separate GST Exempt and GST Non-Exempt Trusts. In that event, without limiting the Trustee's discretion, the Grantor suggests that no distributions be made from the GST Exempt Trust until the GST Non-Exempt Trust is exhausted, unless there is a compelling reason to do so.

B. **During the Grantor's Wife's Life.** The following provisions shall apply during the Grantor's Wife's life:

1. The Trustee may, but shall not be required to, distribute to one or more of the Grantor's Wife and the Grantor's descendants as much of the net income and principal of the trust as the Trustee may at any time and from time to time determine, in such amounts or proportions as the Trustee may from time to time select for the recipient's health, education, maintenance or support, in his or her accustomed manner of living.

2. The Trustee may, but shall not be required to, distribute to one or more of the Grantor's Wife and the Grantor's descendants as much of the principal of the trust as the Trustee (excluding, however, any Interested Trustee) may at any time and from time to time determine, in such amounts or proportions as the Trustee (excluding, however, any Interested Trustee) may from time to time select, for any purpose.

3. Any net income not so distributed shall be accumulated and annually added to principal.

C. **Upon the Grantor's Wife's Death.** Upon the death of the Grantor's Wife, the property then held in the Family Trust shall be distributed to the Trustee of the Descendants' Single Trust under this Trust Agreement, to be held as a separate trust and to be disposed of under the terms of that trust.

ARTICLE IV
Descendants' Single Trust

Property that is to be held in the "Descendants' Single Trust" shall be held under this Article, and all references to the "Descendants' Single Trust" shall be to the trusts held under this Article.

A. **During Trust Term.** The following provisions shall apply during the single trust term:

1. The Trustee may but shall not be required to distribute to one or more of the Grantor's descendants as much of the net income and principal of the trust as the Trustee may at any time and from time to time determine in such amounts or proportions as the Trustee may from time to time select for the recipient's health, education, maintenance or support in his or her accustomed manner of living.

2. The Trustee may but shall not be required to distribute to one or more of the Grantor's descendants as much of the net income and principal of the trust as the Trustee (excluding, however, any Interested Trustee) may at any time and from time to time determine, in such amounts or proportions as the Trustee (excluding, however, any Interested Trustee) may from time to time select, for any purpose.

3. Any net income not so distributed shall be accumulated and annually added to principal.

4. Without limiting the Trustee's discretion, the Trustee may consider the needs of a child of the Grantor as more important than the needs of that child's descendants.

B. **Remainder to Descendants.** Upon the expiration of the trust term, the Trustee shall distribute the remaining trust property to the Grantor's descendants then living, per stirpes.

C. **Trust Term.** The trust term shall expire at the end of the Maximum Duration for Trusts defined elsewhere in this Trust Agreement.

ARTICLE V
Takers of Last Resort

The Trustee shall distribute any property that is not otherwise disposed of under this Trust Agreement (a) one-half (1/2) (or all, if there are no persons to take under item (b)) to the persons who would have inherited the Grantor's personal estate and in the shares that they would have inherited it, had the Grantor died a resident of the State of North Carolina, unmarried and without a valid Will, on the date on which expires the interest of the last beneficiary of the property under this Trust Agreement, and (b) one-half (1/2) (or all, if there are no persons to take under item (a)) to the persons who would have inherited the personal estate of the Grantor's Wife, and in the shares that they would have inherited it, had the Grantor's Wife died a resident of the State of North Carolina, unmarried and without a valid Will, on the date on which expires the interest of the last beneficiary of the property under this Trust Agreement.

ARTICLE VI
Irrevocability

This Trust Agreement shall be irrevocable. The Grantor shall have no right to alter it or amend it in any way. The authorization to distribute income or principal for a beneficiary's support does not include authority to make distributions that would discharge or substitute for any obligation of the Grantor to support the beneficiary. The Grantor intends that no distribution from a trust hereunder shall be deemed to discharge or substitute for the Grantor's obligation to support a beneficiary of a trust hereunder, and the Grantor directs that no distribution shall be made that would have that effect.

ARTICLE VII
Trustees

A. **Appointment of Trustee.** The Grantor appoints Sam Wainwright to serve as Trustee hereunder.

B. **Successor Trustees.** A Trustee (the "appointing Trustee") may appoint successor Trustees in accordance with this paragraph:

1. If only one trustee is serving hereunder and if no successor trustee has been named or identified herein or has been otherwise named pursuant to the provisions hereof, such trustee may appoint a successor trustee to serve when the appointing trustee fails or ceases to serve as trustee.

2. Any appointment of a successor Trustee shall be made by an acknowledged instrument delivered to any and all other Trustees who may then be serving.

C. **Removal of Trustees.**

1. The Trust Protector shall have the right to remove any Trustee hereunder, whether that Trustee is currently serving or has been named or designated to serve in the future, for any reason or no reason at all. If any Trustee is removed under this paragraph, any successor Trustee appointed by the removed Trustee shall not take office.

2. The removal of a Trustee in accordance with this Paragraph shall be by a signed, acknowledged instrument, a copy of which shall be delivered to the Trustee so removed, any remaining Trustee then serving, and any successor Trustee designated to replace the removed Trustee.

3. The power to remove a particular Trustee may be released by the person who holds the power to remove and such release may be limited to such person or also may be made binding upon any and all persons who may have a power to remove.

D. **Filling Trustee Vacancies.** If there is neither an effectual appointment of a successor Trustee nor any effectual provision otherwise hereunder for the appointment of a successor Trustee, the Trust Protector shall have the right to appoint an individual, corporation or other entity with fiduciary powers to replace the removed Trustee or whenever the office of Trustee becomes vacant.

E. Compensation of Trustees. Individual Trustees shall receive reasonable compensation in accordance with the law of the State of Nevada in effect at the time of payment, unless the Trustee waives compensation; provided, however, that neither the Grantor's Wife nor any descendant of the Grantor who is named herein or otherwise appointed to serve as Trustee hereunder shall receive compensation for serving as Trustee hereunder. A corporate Trustee shall be compensated by agreement with the individual Trustee or, in the absence of such agreement, in accordance with its fee schedule as in effect at the time of payment. The Grantor authorizes a corporate Trustee to charge additional fees for services it provides to a trust hereunder that are not comprised within its duties as Trustee; for example, a fee charged by a mutual fund it administers in which a trust hereunder invests, a fee for providing an appraisal or a fee for providing corporate finance or investment banking services. The Grantor also recognizes that a corporate Trustee may charge separately for some services comprised within its duties as Trustee; for example, a separate fee for investing cash balances or preparing tax returns. Such separate charges shall not be treated as improper or excessive merely because they are added on to a basic fee in calculating total compensation for service as Trustee. In calculating any compensation based on the value of a trust, a policy of insurance on the life of a living person shall be deemed to have no value.

F. Appointment of Trust Protector. The Grantor appoints Ernie Bishop to serve as Trust Protector hereunder. The Trust Protector may be one or more individuals, corporations or other entities. Multiple Trust Protectors shall act by majority.

G. Trust Protector Provisions.

1. Anyone serving as Trust Protector may resign by acknowledged instrument delivered to the Trustee then acting hereunder.

2. No discretionary distribution shall be made from any trust that would discharge or substitute for a legal obligation of any person serving as Protector even if such a distribution otherwise would be authorized under the terms of the trust.

3. If the Grantor is serving as the Trust Protector, then the Trust Protector shall not appoint as Trustee an individual or corporation that is related or subordinate to the Grantor within the meaning of Code Sec. 672(c) unless that individual or corporation would be an Interested Trustee. Additionally, no Trust Protector shall appoint an individual or corporation that is related or subordinate to such Trust Protector within the meaning of Code Sec. 672(c) when such Trust Protector is an Interested Trustee, or would be an Interested Trustee if such Trust Protector were serving as Trustee, unless that individual or corporation would also be an Interested Trustee. If more than one person is serving as Trust Protector, the preceding sentence shall prohibit the appointment of any Trustee that could not be appointed by each such person if serving alone as Trust Protector.

4. The Trustee shall advise each person appointed as a Trust Protector hereunder of such appointment and each person so appointed shall accept such appointment by an acknowledged instrument delivered to the Trustee then serving within sixty (60) days of such notification. If a person so appointed shall fail to deliver such acceptance to the Trustee within that time frame, such person shall be treated as having renounced the appointment as Trust Protector, and the Trustee shall, by an acknowledged instrument, appoint as Trust Protector one or more individuals or entities other than any Trustee or successor Trustee named hereunder or any

individual or entity that is related or subordinate (within the meaning of Code Sec. 672(c) and the Regulations thereunder) to any such Trustee or beneficiary hereunder.

H. Trust Protector Powers. The Trust Protector shall have the following powers:

1. The power to appoint one or more individuals, corporations or other entities to be successor Trust Protector to take office upon such Trust Protector ceasing to act as such, and any such appointment may be changed prior to becoming effective.

2. The power to remove Trustees granted and described in the Paragraph titled "Removal of Trustees," above.

3. The power to appoint an individual, corporation or other entity with fiduciary powers to replace any removed Trustee.

4. The power to fill Trustee vacancies granted and described in the Paragraph titled "Filling Trustee Vacancies," above.

ARTICLE VIII Fiduciary Provisions

A. General Provisions Regarding Changes in Fiduciaries.

1. In the event that the sole Trustee of a trust is a beneficiary of the trust, the Trustee may appoint, but shall not be required to appoint, a Co-Trustee as provided herein. A beneficiary's interest shall not be merged or converted into a legal life estate or estate for years because the beneficiary is the sole Trustee. If this would still happen under applicable law, then a Co-Trustee shall be appointed in preference to such merger or conversion.

2. Separate trusts hereunder may have different Trustees.

3. To the extent not prohibited by applicable law, any Trustee may resign at any time without court approval, whether or not a successor has been appointed, provided the resigning Trustee complies with any applicable state law governing the resignation of the Trustee that may not be waived by a governing instrument. Such resignation shall be by acknowledged instrument executed by the resigning Trustee and delivered to any other fiduciary (and any Trust Protector) acting hereunder. If no other fiduciary (nor any Trust Protector) is then acting hereunder, such instrument shall be delivered to the Grantor's then living eldest adult and competent descendant (who, if a Trustee is resigning, is a beneficiary of the trust of which such Trustee is resigning), or if none, then to the guardian of the Grantor's then living eldest descendant (who, if a Trustee is resigning, is a beneficiary of the trust of which such Trustee is resigning), or, if such descendant is a minor and no guardian for such minor has been appointed and is acting, then to the parent of such descendant or other individual with whom such minor resides.

4. If any Trustee is removed, resigns or otherwise ceases to act as Trustee of any trust hereunder, the Trustee shall immediately surrender all records maintained by the Trustee with respect to such trust to the then acting Trustees or, if no other Trustee is then acting with respect to such trust, to the successor Trustee upon receipt of written notice of the designation of the successor Trustee from the person appointing such successor Trustee.

B. **Waiver of Bond.** No Trustee shall be required to give bond or other security in any jurisdiction and, if despite this exoneration, a bond is nevertheless required, no sureties shall be required.

C. **Required Duties for Nevada Trustee.** It is the Grantor's intention that the trust created under this Trust Agreement be a trust described in Nev. Rev. Stat. Ann. § 166.015(2). Accordingly, unless the Trustee shall determine to move situs of a trust hereunder to another jurisdiction as is hereby authorized, the Grantor directs that at all times at least one Trustee shall be a person, trust company or bank described in Nev. Rev. Stat. Ann. § 166.015(2).

ARTICLE IX Governing Law and Trustee Powers

The validity, construction and administration of this trust shall be governed by the laws of the State of Nevada. The interpretation and operation of the trust shall be governed by the laws of the State of Nevada. The Trustee may, without prior authority from any court, exercise all powers conferred by this Trust Agreement or by common law or by any fiduciary powers act or other statute of the State of Nevada or any other jurisdiction whose law applies to the trust. The Trustee shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Trust Agreement, these powers shall extend to all property held by the Trustee until actual distribution of the property. The powers of the Trustee shall include the following:

A. **Special Trustee Liability Provision.** Some persons may be hesitant to serve as Trustee hereunder because of a concern about potential liability. Therefore, with respect to any trust created hereunder (i) no Trustee shall incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken in connection with the administration of any trust created hereunder if in good faith reasonably believed by such Trustee to be in accordance with the provisions and intent hereof, except for matters involving such Trustee's willful misconduct or gross negligence proved by clear and convincing evidence, (ii) no Trustee shall have any fiduciary responsibility to observe, monitor or evaluate the actions of any other Trustee and shall not be liable to any party for the failure to seek to remedy a breach of trust, or in a recurring situation to request instructions from a court having jurisdiction over the trust, even if a Trustee may be guilty of a gross violation of fiduciary duties hereunder, and (iii) each Trustee shall be fully indemnified by the trust estate against any claim or demand by any trust beneficiary or trust creditor, except for any claim or demand based on such Trustee's willful misconduct or gross negligence proved by clear and convincing evidence. Expenses incurred by a Trustee in defending any such claim or demand shall be paid by the trust estate in advance of the final disposition of such claim or demand, provided the Trustee agrees to repay such amount if it shall ultimately be determined that such Trustee is not entitled to be indemnified as authorized by this paragraph. In no event shall any Trustee hereunder be liable for any matter with respect to which he, she or it is not authorized to participate hereunder (including the duty to review or monitor trust investments).

B. **The Grantor May Not Participate in Discretionary Distributions.** Notwithstanding anything herein contained to the contrary, during any time that the Grantor is acting as a Trustee hereunder, the Grantor may never participate as such Trustee in the discretionary decision of the Trustee acting hereunder to distribute or not to distribution income or

principal of any trust hereunder to a beneficiary (including the Grantor) and whether or not such a distribution may be made only pursuant to an ascertainable or other standard.

C. **Distributions to Minor Beneficiaries.** The Trustee may distribute any of the Trust Fund to a beneficiary under twenty-one (21) years of age by distribution to any appropriate person (who may be a Trustee) chosen by the Trustee as custodian under any appropriate Uniform Transfers (or Gifts) to Minors Act, to be held for the maximum period of time allowed by law. The Trustee may also sell any asset that cannot be held under this custodianship and invest the sales proceeds in assets that can be so held.

D. **Hold Trusts as Combined Fund.** The Trustee may hold two or more trusts hereunder as a combined fund (allocating ratably to such trusts all receipts from, and expenses of, the combined fund) for convenience in investment and administration, but no combination of trusts for this purpose may alter their status as separate trusts.

E. **Reliance Upon Advice.** The Trustee may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisors and employ agents, clerks and other employees and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

F. **Trustee as Agent.** Trustees serving in any jurisdiction in which a corporate trustee is unable to serve as Trustee may use such corporate trustee as an agent to perform any task that may lawfully be performed by such an agent in that jurisdiction, and may pay to such corporate trustee such compensation for its services as an agent as shall be agreed upon by all Trustees.

G. **Custodian Employed.** The Trustee may employ a custodian, hold property unregistered or in the name of a nominee (including the nominee of any bank, trust company, brokerage house or other institution employed as custodian), and pay reasonable compensation to a custodian in addition to any fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

ARTICLE X

Definitions and Miscellaneous Provisions

The following definitions and miscellaneous provisions shall apply under this Trust Agreement:

A. **Spouse.** An individual's "spouse" (other than with respect to the Grantor) is the person (if any) to whom that individual is married at any given time.

B. **Surviving Spouse.** The "surviving spouse" of an individual, other than with respect to the Grantor, is the person (if any) who survives that individual and who is married to and living with that individual as a married couple at the time of his or her death.

C. **The Grantor's Wife.** For purposes of this Trust Agreement, any reference to the Grantor's Wife shall mean Mary Hatch Bailey or, if she dies before the Grantor dies, or she and the Grantor become divorced, or their marriage is annulled, the person to whom the Grantor is married at any given time.

D. **Descendants.** One's "children," "grandchildren," and other "descendants," as referenced in this Trust Agreement, shall refer to one's children, grandchildren, and descendants, as the case may be, whenever born, as determined according to applicable governing law, except to the extent modified herein.

E. **Minor and Adult.** Whether an individual is a minor or an adult shall be determined under the laws of the individual's domicile at the time in question.

F. **Code and Regulations.** References to the "Internal Revenue Code" or "Code" or to provisions thereof are to the Internal Revenue Code of 1986, as amended at the time in question. References to the "Regulations" and "Regs." are to the Regulations under the Code. If, by the time in question, a particular provision of the Code has been renumbered, or the Code has been superseded by a subsequent Federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to the Grantor's intent as expressed in this Trust Agreement. A similar rule shall apply to references to the Regulations.

G. **Interested Trustee.** With respect to any trust, an "Interested Trustee" is a Trustee who is (i) a transferor of property to the trust, including a person whose qualified disclaimer resulted in property passing to the trust; or (ii) a person who is, or in the future may be, eligible to receive income or principal pursuant to the terms of the trust. A Trustee described in (i) is an Interested Trustee only with respect to the transferred property (including income and gain on, and reinvestment of, such property). A person is described in (ii) even if he or she has a remote contingent remainder interest, but is not described in (ii) if the person's only interest is as a potential appointee under a non-fiduciary power of appointment held by another person which has not yet been exercised or the exercise of which can take effect only in the future, such as a testamentary power held by a living person. A Trustee who is not an Interested Trustee is a "Disinterested Trustee."

H. **Per Stirpes.** Property that is to be divided among an individual's surviving or then-living descendants "per stirpes" or in "per stirpital shares" shall be divided into as many equal shares as there are children of the individual who are then living or who have died leaving surviving or then-living descendants. A share allocated to a deceased child of the individual shall be divided further among such deceased child's surviving or then-living descendants in the same manner.

I. **Executor.** Whenever herein a reference is made to an Executor of the Grantor, or to another person's Executor, such reference shall be to those serving as the fiduciary of that person's estate, whether the title Executor or a different title applies to such person or persons under applicable state law.

J. **Incapacitated Trustee or Trust Protector.** No Trustee or Trust Protector shall serve during any period in which such Trustee or Trust Protector is determined to be incapacitated in accordance with the provisions of this Paragraph. A Trustee or Trust Protector is "incapacitated," whether or not there is an adjudication of incompetence, if (1) with respect to a Trustee, another then-serving Trustee or, if there is none, the next successor Trustee, receives written certification that the examined individual is physically or mentally incapable of managing the affairs of the trust, and (2) with respect to a Trust Protector, another then-serving Trust Protector or, if there is none, the next successor Trust Protector, or, if none, the oldest beneficiary

of the trust with respect to which the Trust Protector is serving, receives written certification that the examined individual is physically or mentally incapable of managing the individual's personal financial affairs. The following shall apply to any certification required by this Paragraph:

1. The certification shall be valid only if it is signed by at least two (2) licensed physicians, each of whom has personally examined the Trustee or the Trust Protector, as the case may be.

2. This certification need not indicate any cause for the incapacity of the Trust Protector or the Trustee, as the case may be.

3. A certification of incapacity shall be rescinded when a serving Trustee receives a certification that the former Trustee is capable of managing the trust's affairs, or when a serving Trust Protector (or, if none, the oldest beneficiary of the trust with respect to which the former Trust Protector previously served) receives a certification that the former Trust Protector is then capable of managing the former Trust Protector's personal financial affairs, as the case may be. This certification, too, shall be valid only if it is signed by at least two (2) licensed physicians, each of whom has personally examined the Trustee or the Trust Protector, as the case may be.

4. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph or for dealing with a Trustee other than the one removed for incapacity based on these certifications.

ARTICLE XI Savings Clause

Should any of the provisions or directions of this Trust Agreement fail or be held ineffectual or invalid for any reason, it is the Grantor's desire that no other portion or provision of this Trust Agreement be invalidated, impaired or affected thereby, but that this Trust Agreement be construed as if such invalid provision or direction had not been contained therein.

ARTICLE XII Captions

The captions used in this Trust Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Trust Agreement or the intent of any provision therein.

IN WITNESS WHEREOF, the Trustee and the Grantor have signed this Trust Agreement, effective the day and year first above written and executed by each of them on the dates set forth below.

Dated: April _____, 2017

George R. Bailey, as Grantor

Dated: April _____, 2017

Sam Wainwright, as Trustee