

THE JOSEPH H. LAUNDERS
REVOCABLE DECLARATION OF TRUST

On January 10, 1990^{JHL}, this Trust was created by JOSEPH H. LAUNDERS (also known as HAL LAUNDERS), a resident of the Commonwealth of Virginia (sometimes the "Grantor" and sometimes the "Trustee"), who declared that he holds and administers the Trust funds as follows:

ARTICLE I

Trust Funds

The Grantor transfers to the Trustee the property listed in Schedule A to be held and administered according to the terms of this Trust. The Grantor and anyone else may transfer additional property to the Trustee at any time, whether during the Grantor's life or after his death, including life insurance proceeds, to be held and administered according to the terms of this Trust.

ARTICLE II

Revocability

A. During his life, the Grantor can revoke or amend all or any part of this Trust at any time, without the consent of anyone, by delivering to the Trustee a signed, written instrument specifying the character and date of the intended amendment or revocation. ~~However, the Trustee's duties, powers, or liabilities cannot be changed without the Trustee's prior written~~

consent. A revocation or amendment is effective on the date it is delivered to the Trustee.

B. If the Trust is completely revoked, the Trustee will transfer all of the Trust funds to the Grantor.

C. Although the Grantor may not revoke or amend this Trust during any disability, he may revoke or amend this Trust after any such disability has ended.

ARTICLE III

Administration During the Grantor's Life

During the Grantor's life, the Trustee will hold and administer the Trust funds as follows:

A. The Trustee will pay any taxes, commissions, or other expenses incurred with respect to the Trust funds, and distribute so much of the Trust's net income and principal as the Trustee, in the Trustee's discretion, deems appropriate for the Grantor's health, education, support, and maintenance, and that of his wife, and to satisfy his legal obligations.

B. With respect to any policies of insurance on his life which are made payable to this Trust, the Grantor assumes (1) all duty and responsibility to pay any premiums or other charges, (2) the right to sell, assign, or hypothecate, (3) the right to change the beneficiary, (4) the right to borrow against any cash surrender values or other values, and (5) the right to receive any policy dividends, payments, or other benefits.

Nonetheless, the Trustee may make any payments required to keep

these policies in force if the Grantor fails or declines to do so.

ARTICLE IV

Division of Trust Funds At the Grantor's Death

Upon the Grantor's death, the Trustee shall divide the Trust funds, including property received on account of the Grantor's death, into a family trust share and a marital share, as follows:

A. The family trust share will be a pecuniary amount equal to the maximum amount (if any) which can pass free of federal estate tax in the Grantor's estate by reason of the unified credit and the state death tax credit (provided that the use of this credit does not require an increase in the state death taxes payable to any state) allowable against the federal estate tax imposed in respect of his estate, diminished by the value of all property and interests in property passing outside of this Trust (if any) that shall be included in the Grantor's gross estate for federal estate tax purposes, the dispositions of which do not qualify for the federal estate tax charitable or marital deductions, and further diminished by the amount of any charges to the principal of his estate that are not allowed as deductions in computing the federal estate tax imposed in respect of his estate. This amount will be computed as if (a) there were no disclaimer or renunciation of any interest in property which, but for the disclaimer or renunciation, would have

qualified for the federal estate tax marital deduction, (b) no election is made to qualify any property passing as the family trust share under the federal estate tax marital deduction, and (c) the maximum possible election is made to qualify all property passing as the marital share for the federal estate tax marital deduction. The family trust share shall be held and administered according to the provisions of Article V.

B. The marital share will be the rest and remainder of the Trust funds. The marital share will be held and administered for the Grantor's wife according to the provisions of Article VI. The Grantor intends that the marital share qualify for the federal estate tax marital deduction, and all provisions of this Trust and of the Grantor's Will shall be interpreted consistently with this intent.

C. In computing the amounts of the family trust share and the marital share, the values as finally determined for federal estate tax purposes (or, if no estate tax return is required with respect to the Grantor's estate, the values determined in accordance with federal estate tax laws), will be conclusive.

D. The Trustee may select the property to be used to satisfy the family trust share and the marital share, but the following rules shall apply: (a) the Trustee must select such property in a manner that the assets, including cash, of each share will have an aggregate fair market value fairly representative of each share's proportionate share of the

appreciation or depreciation in the value to the date or dates of allocation of all property then available for allocation; (b) any asset that is determined to be an interest which cannot qualify for the federal estate tax marital deduction will be allocated to the family trust share and the marital share will be reduced to the extent that it cannot be composed of such qualifying assets; (c) assets set aside for the marital share will not be reduced by any estate, inheritance, succession, or other death taxes paid out of the Trust or the Grantor's estate, whether passing under his Will or otherwise; and (d) after applying the rules of items (a), (b), and (c), the Trustee will also: first, allocate to the principal of the marital share any items which, for federal income tax purposes, are items of income in respect of a decedent; second, allocate to the family trust share any property or interests in property as to which foreign death taxes are paid which would qualify for the foreign death tax credit against the federal estate tax; and third, allocate to the family trust share any jointly-held property which is disclaimed by the Grantor's wife. Either or both of these rules may be disregarded if their application will result in the Trust's containing insufficient property fully to fund the marital share.

ARTICLE V

The Joseph H. Launders Family Trust

The Trustee will hold the family trust share, as finally determined, as a separate Trust to be known as THE JOSEPH H. LAUNDERS FAMILY TRUST ("the family trust"), as follows:

A. The Trustee will distribute:

(1) Ten thousand dollars (\$10,000) to the Grantor's attorney, JOHN F. DAVIS, if he is then living, in remembrance and appreciation of the support and understanding he demonstrated when representing the Grantor in a claim against the Coast Guard following World War II;

(2) Ten thousand dollars (\$10,000) to MRS. RICHARD (JANET ADAMS) WILKE, if she is then living;

(3) Ten thousand dollars (\$10,000) to MRS. NED (EUNICE LIVINGSTON) FERRIS, if she is then living;

(4) Ten thousand dollars (\$10,000) to SALLY WHELAN, if she is then living;

(5) Ten thousand dollars (\$10,000) to WILLIAM LOCHRIDGE, SR., if he is then living, for his valuable help in establishing the Grantor's farm;

(6) Five thousand dollars (\$5,000) to ISABELLE FEHRS, if she is then living;

(7) If the Grantor makes gifts to the beneficiaries named in subparagraphs (1) through (6) above during his lifetime, such gifts shall be conclusively deemed to have

satisfied the Trustee's obligation to that beneficiary or beneficiaries, up to the amount of the lifetime gift.

(8) The balance of this trust shall be held and administered until the last to die of the Grantor's wife, and BERTIE KEARNS, SUE PEAVY SIMS, MELVIN LOHR, FREIDA LOHR, and the Grantor's sisters, LILLIAN WRIGHT and MARGARET BREWER. The Trustee shall pay to or spend for the benefit of the Grantor's wife as much of this trust's net income and principal (including all or none) as the Trustee deems necessary for her health, support, and maintenance, adding to principal any income not paid out. In addition, the Trustee shall pay to or spend for the benefit of the following beneficiaries the following amounts monthly for their respective lifetimes; provided, however, that the provision for SUE PEAVY SIMS shall be effective for so long as she is a widow and shall cease upon her remarriage:

<u>Beneficiary</u>	<u>Monthly Amount</u>
LILLIAN WRIGHT	\$ 4,000
MARGARET BREWER	4,000
SUE PEAVY SIMS	3,000

Upon the death of the Grantor's sister, LILLIAN WRIGHT, the Trustee shall pay to or spend for the benefit of ROBIN SAUNDERS, if she is then living, the sum of three thousand dollars (\$3,000) per month until termination of this family trust as set forth in Paragraph B below. Upon the later of the Grantor's death or the Grantor's wife's death, the Trustee shall, in addition to those amounts provided to other beneficiaries above, pay to or spend

for the benefit of the following beneficiaries the following amounts monthly for their respective lifetimes:

<u>Beneficiary</u>	<u>Monthly Amount</u>
	\$
MELVIN and FREIDA LOHR, or the survivor of them	\$5,000
BERTIE KEARNS	2,000

Notwithstanding the preceding provisions of this Paragraph A, upon the Grantor's wife's death, if LILLIAN WRIGHT is still living, the Trustee will pay to or spend for the benefit of ROBIN SAUNDERS, if she is then living, the sum of two thousand dollars (\$2,000) per month while her mother is still living and upon the later of her mother's death and the Grantor's wife's death, the Trustee will pay to or spend for the benefit of ROBIN SAUNDERS, if she is then living, the sum of three thousand dollars (\$3,000) per month. The provisions above for MELVIN and FREIDA LOHR, or the survivor of them, are to be given effect if, and only if, both of them or one of them is working for the Grantor and/or the Grantor's wife in the operation of ARROWHEAD FARM; provided, however, that notwithstanding any other payment from this trust to MELVIN and FREIDA LOHR, the Trustee shall pay to them, or to whomever the Trustee has entrusted the care of the Grantor's dogs, the sum of five hundred dollars (\$500) per month per dog, plus an amount necessary to provide all the dogs' veterinary care.

If, after the Grantor's wife's death, the net income of the family trust in any one year is not distributed pursuant to the preceding terms of this Paragraph A, the remaining net income

shall be distributed to the same beneficiaries and in the same proportions as provided in Paragraph (B)(6) of this Article V.

B. Upon the last to die of the Grantor's wife, and LILLIAN WRIGHT, MARGARET BREWER, BERTIE KEARNS, SUE PEAVY SIMS, MELVIN LOHR and FREIDA LOHR, the Trustee will divide and distribute the remaining trust funds as follows:

(1) Twenty-five thousand dollars (\$25,000) to DANE RESCUE LEAGUE;

(2) Twenty-five thousand dollars (\$25,000) to the animal rights organization which MRS. KATIME in Herndon, Virginia administers, if it is then in existence;

(3) Five thousand dollars (\$5,000) to ISABELLE FEHRS, if she is then living;

(4) Five thousand dollars (\$5,000) to DORIS FRYE, if she is then employed by Mademoiselle Cleaners;

(5) Five thousand (\$5,000) to RITA DUNN, if she is then employed by Mademoiselle Cleaners;

(6) The remaining trust funds shall be divided and distributed in the following shares to the following beneficiaries:

a. Ten percent (10%) to JOHN FEHRS, SR., if he is then living, and to his then-living lawful descendants, per stirpes, if he is not then living;

b. Ten percent (10%) to the then-living descendants, per stirpes, of HAROLD FEHRS;

c. Twenty percent (20%) to ROBIN SAUNDERS, if she is then living, and to her then-living lawful descendants, per stirpes, if she is not then living;

d. Seven and one-half percent (7.5%) to JOHN WEBB, if he is then living, and to his then-living lawful descendants, per stirpes, if he is not then living;

e. Seven and one-half percent (7.5%) to EUGENIE MAINE, if she is then living, and to her then-living lawful descendants, per stirpes, if she is not then living;

f. Fifteen percent (15%) to DAVID WEBB, if he is then living, and to his then-living lawful descendants, per stirpes, if he is not then living;

g. Five percent (5%) to ALICE REIDY, if she is then living, and to her then-living lawful descendants, per stirpes, if she is not then living;

h. Five percent (5%) to ANN POPKINS, if she is then living, and to her then-living lawful descendants, per stirpes, if she is not then living;

i. Ten percent (10%) to MARSHA WHELAN, if she is then living, and ~~to her then-living lawful descendants~~ ^{gfr} ~~per stirpes~~, if she is not then living; *To be divided between the other gfr residuary beneficiaries in the proportions set forth in this will.*

j. Five percent (5%) to MARION BUSICK, if she is then living, and to her then-living lawful descendants, per stirpes, if she is not then living;

k. Two and one-half percent (2.5%) to DOROTHY KLINE, if she is then living, and to her then-living lawful descendants, per stirpes, if she is not then living;

l. Two and one-half percent (2.5%) to ALICE MULLINS, if she is then living, and to her then-living lawful descendants, per stirpes, if she is not then living.

C. At the later of the Grantor's death and his wife's death, the Trustee is directed to sell MADEMOISELLE CLEANERS, a dry cleaning business, to PAMELA HAWKINS, if she is then living and provided that she is managing the business at the later of the Grantor's death and his wife's death. The Trustee shall give PAMELA HAWKINS sixty (60) days notice of her right to purchase the business under the subsequent terms of this Subparagraph. The price to be paid for MADEMOISELLE CLEANERS shall be equal to one-half (1/2) of its appraised value as set forth on the Federal estate tax return for the Grantor or the Grantor's wife, whomever dies last. The premises upon which MADEMOISELLE CLEANERS is operated shall be leased by the Trustee to PAMELA HAWKINS at a monthly rate equal to nine percent (9%) of the gross annual income of the business for the year in which the Grantor or his wife died, whichever is later.

D. The Grantor directs that if MELVIN and FREIDA LOHR, or the survivor of them, are still employed by the Grantor and his wife at the time of the later death of the Grantor and his wife, the Trustee shall continue to employ them to maintain ARROWHEAD FARM at a salary equal to seventy-five percent (75%)

over the salary which they are earning at the later of the Grantor's death and the Grantor's wife's death.

ARTICLE VI

The Marital Share

The Trustee will hold the marital share, as finally determined, in a trust to be known as THE RUTH C. LAUNDERS MARITAL TRUST ("the marital trust"), as follows:

A. Until the Grantor's wife's death, the Trustee will pay her all of the trust's net income in convenient installments, but at least annually. The Trustee will also pay to her so much of the trust's principal (including all or none) as the Trustee deems appropriate for her health, education, support, and maintenance, without taking into account other income and assets available to her. In addition, the Trustee will distribute to the Grantor's wife so much or all of this trust's principal as the Grantor's wife requests from time to time.

B. Upon the Grantor's wife's death, or upon the Grantor's death if his wife does not survive him, twenty percent (20%) of the marital trust shall be added to and become a part of the family trust under Article V, to be administered according to the terms of Paragraph A(8) and B of that trust, and the remaining funds of the marital trust shall be held and administered in a charitable trust to be known as THE RUTH and HAL LAUNDERS CHARITABLE TRUST, as follows:

(1) The Trustee shall distribute one million dollars (\$1,000,000) to ST. LAWRENCE UNIVERSITY of Canton, New York, to be used as a student loan fund named THE RUTH and HAL LAUNDERS FUND, with loans to be made based on need, and not scholarship, with preference to members of Phi Sigma ^{KAPPA JHS} Alpha Fraternity and preferably residents of Connecticut, especially Greenwich, Connecticut.

(2) The Trustee shall distribute one million dollars (\$1,000,000) to THE CATHOLIC ORDER OF HOLY GHOST FATHERS, to be used exclusively to pay operational costs for the HOLY GHOST RETIREMENT HOME in Florida or, in the discretion of The Holy Ghost Fathers, to be used for an additional building or wing for the retirement home in memory of Ruth and Hal Lauanders. Under no condition is this amount to be used for any purpose other than to support the retirement home or otherwise benefit the retirement home.

(3) The Trustee shall distribute one million dollars (\$1,000,000) to ST. JOSEPH'S CATHOLIC CHURCH in Herndon, Virginia to build an addition to the ^{PARISH} ~~Rectory~~ school in memory of Ruth and Hal Lauanders.

(4) The balance of this Trust shall be held in perpetuity. The Trustee is hereby directed to establish this Trust as a charitable trust which qualifies under Section 170(c), 2055(a), and 2522(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Such charitable trust shall make distributions of all of the trust's income annually, and so much

of the principal as the Trustee deems appropriate, to organizations and charities which the Trustee, in its sole discretion, finds appropriate, including those organizations and charities to which the Grantor contributed during his lifetime, which includes those organizations listed in subparagraphs (1) through (3) of this Paragraph B, and, in addition, such funds as are necessary to build or add an additional wing to a library in Herndon, Virginia. The Trust established under this Article VI is intended to qualify as a charitable trust so that the value of the trust is deductible under Section 2522 of the Code and the Trustee shall not exercise any power that would prohibit or restrict the application of such deduction. Notwithstanding any other provision in this Trust to the contrary, the Trust is subject to the following administrative provisions:

(a) The Trustee shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code, nor make any taxable expenditures as defined in Section 4945(d) of the Code.

(b) The Trustee shall not retain any excess business holdings as defined in Section 4943(c) of the Code which would subject the Trust to tax under Section 4943 of the Code, nor shall the Trustee retain or acquire any investments which would subject the Trust to tax under Section 4944 of the Code.

(c) The Trustee shall make distributions as such times and in such manner as not to subject the Trust to tax under Section 4942 of the Code.

(d) No provision under this agreement shall be construed to restrict the Trustee from investing the assets of the Trust in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of Trust assets.

ARTICLE VII

Interests Vesting in a Minor

If, when any trust created by this instrument ends, any principal vests in absolute ownership in a minor, the Trustee may, if the Trustee deems it appropriate to do so, hold such interest in trust until the beneficiary attains the age of eighteen (18) years, paying so much (including all or none) of the trust's net income and principal to the minor as the Trustee deems appropriate for the minor's health, education, support, and maintenance, adding to principal any undistributed income. The Trustee may make such payments to the minor, or to his or her parent, guardian, or the person with whom the minor resides, without having to look to the proper application of those payments. The Trustee may also make any payments to a custodian (who may be the Trustee) under any applicable Uniform Gifts (or Transfers) to Minors Act. When the minor attains the age of eighteen (18) years, the Trustee will pay him or her all of the remaining trust funds and this trust will end. If the minor dies before attaining the age of eighteen (18) years, the Trustee will pay all of such funds to the minor's estate. The authority

conferred on the Trustee is a power only and will not operate to suspend absolute vesting of any property in such minor.

ARTICLE VIII

Sole and Separate Estate

Any property which the Grantor leaves to any beneficiary under this Trust shall be distributed to such beneficiary as his or her sole and separate equitable estate, to be held and owned by each beneficiary in the beneficiary's own right as if unmarried, free from the control and marital rights of the beneficiary's spouse.

ARTICLE IX

Spenthrift Limitations

To the greatest extent permitted by law, no interest of any beneficiary of any trust created under this instrument shall be subject to the beneficiary's liabilities or creditor claims or to assignment or anticipation. Notwithstanding anything in this provision to the contrary, this Article shall not apply to any property held in trust which is treated as marital or charitable deduction property for federal estate tax purposes in the Grantor's estate.

ARTICLE X

Trust Merger, Consolidation and Division

For convenience of administration or investment, the Trustee of any trusts created hereunder may invest the assets of multiple trusts in a single fund, assigning them undivided interests in such common fund, dividing the income proportionately and accounting for them separately, and furthermore the Trustee may merge or consolidate any trust created hereunder together with any other trusts having the same Trustee and substantially the same dispositive provisions, and may divide any trust created hereunder into two (2) or more separate trusts, each such trust to contain a fractional share of the assets of the trust before such division.

ARTICLE XI

Debts, Expenses and Certain Legacies

A. On the Grantor's death, the Trustee will pay the Grantor's personal representative from the trust funds such amounts as the personal representative requests in writing to be used to pay: (1) all or part of the Grantor's debts, funeral expenses, and estate administration expenses, (2) cash bequests and general legacies for which the Grantor's estate lacks sufficient cash and marketable securities, and (3) estate, generation-skipping (with respect to a direct skip transfer), or other death taxes payable by reason of the Grantor's death in respect of property includible in his gross estate for estate tax

purposes, whether passing under the Grantor's Will, this Trust, or otherwise.

B. If the trust funds include United States Treasury Bonds redeemable at par value in payment of the federal estate taxes imposed in respect of the Grantor's estate, the Trustee will, upon the personal representative's written request, submit all or such part of these bonds as the personal representative shall request, to the personal representative for redemption in payment of such taxes, without contribution or reimbursement from any person or proration against the personal representative or anyone owning or receiving property which is included in the Grantor's gross estate for estate tax purposes, whether passing under the Grantor's Last Will, this Trust, or otherwise.

C. The Trustee shall not be liable to anyone for payments made in reliance on the personal representative's written requests under paragraphs A and B.

D. Payments made under paragraphs A and B shall be charged generally against the trust fund, but if the Grantor's wife survives him, then the family trust share, and not the marital share, (unless the family trust share is insufficient), will bear all trust payments of (1) estate, or generation-skipping or other death taxes, (including interest and penalties), and (2) estate administration expenses not claimed as estate tax deductions on the estate tax return in respect of the Grantor's estate.

E. In making distributions to the Grantor's estate under this Article, the Trustee shall neither: (1) distribute any life insurance proceeds or other assets which will lose any state death tax exemption or preferential treatment if so distributed, although the Trustee may distribute such proceeds if there are no other available assets to make any payment otherwise required under this Article, nor (2) distribute any retirement plan death benefits which will lose any favorable federal estate or state death tax exemption or preferential treatment if so distributed.

F. Under no circumstance shall the Trustee distribute to the Grantor's estate to pay debts, liens, or other claims against his estate, any life insurance proceeds which would not otherwise be subject to such debts, liens, or other claims.

ARTICLE XII

Generation Skipping Transfer (GST) Exemption Allocation

The Grantor has authorized the personal representative under his Will to allocate all or any portion of the Grantor's available GST exemption to any property transferred by the Grantor during his lifetime as to which he did not make an allocation before his death.

ARTICLE XIII

Simultaneous Death

If the order of the Grantor's death and that of his wife cannot be established by sufficient evidence, for purposes

of this Trust, the Grantor's wife shall be deemed to have survived him.

ARTICLE XIV

Disclaimers

A. Any person receiving a beneficial interest in any trust created by this instrument may disclaim all or any part of that interest at any time before accepting its benefits. A disclaimer of part of such interest may be expressed as a fraction, percentage, or any other portion. A disclaimer shall be made by an acknowledged instrument delivered to the Trustee, executed by the person disclaiming such interest or his or her fiduciary. For this purpose, a "fiduciary" includes (but is not limited to) any guardian, committee, trustee, personal representative, conservator, curator, or attorney-in-fact. The Trustee will advise any beneficiary seeking to disclaim any interest in this trust to consider the federal estate and gift tax consequences of such action, including whether or not the disclaimer is "qualified" under such tax laws.

B. Any portion of the marital share disclaimed by the Grantor's wife or her fiduciary shall be added to the family trust share. Any disclaimer by the Grantor's wife of any portion of the marital share shall automatically also act to disclaim any power of disposition held by the Grantor's wife over the family trust, whether or not held in a fiduciary capacity, such as would permit her to direct the passage of the disclaimed interest.

ARTICLE XV

Definitions:

A. The Grantor is married to RUTH C. LAUNDERS at the time this Trust is executed and all references to his "wife" are to her.

B. The Grantor has no children, but any reference to "descendants" of named beneficiaries includes those both now and subsequently born or legally adopted. A child in gestation who is later born alive shall be treated as alive during the period of gestation for purposes of determining (1) whether any person has died without leaving descendants surviving him or her, (2) the right to distributions on the termination of a trust created under this instrument, and (3) any child's or descendant's right to share in required principal distributions, though for all other purposes such child's rights accrue only from the date of birth.

C. The Grantor or any Trustee is "disabled" or under a "disability" whenever any Trustee other than a disabled Trustee or, if there is no such Trustee, any person who would become successor Trustee on such determination of disability, receives written certification from two (2) physicians regularly attending the Grantor or Trustee (as the case may be), at least one (1) of whom is board certified in the specialty most closely associated with the alleged disability, that such person has become physically or mentally incapacitated, regardless of cause and regardless of whether or not there has been any adjudication of

incompetence, mental illness, or need for a committee, conservator, guardian, or other personal representative. The Grantor or a Trustee is recovered from his or her disability whenever the then-serving Trustee receives written certification from two physicians regularly attending such disabled person, at least one (1) of whom is board certified in the specialty most closely associated with the alleged disability, that he or she is no longer incapacitated and is again able to manage his or her own personal and financial affairs. No Trustee is liable to anyone, including the Grantor, for removing the Grantor or any other person from the Trusteeship, if the Trustee acted in good faith on the aforementioned physicians' certifications. No one else is liable to the Grantor or any other person for dealing with a Trustee other than the one removed for disability, if such removal was made upon good faith reliance on the aforementioned physicians' certifications.

D. The terms "marital deduction," "passes" (in the context of the marital deduction), "charitable deduction," "unified credit," "state death tax credit," and "gross estate" mean the same things in this Trust instrument as they mean in the Internal Revenue Code of 1986, as amended, or any successor statute or similar provision of any state or foreign law.

E. "Personal representative" shall include any executor, ancillary executor, administrator, or ancillary administrator, whether local or foreign, and whether of all or part of the decedent's estate.

F. "Health, education, support, and maintenance" shall be construed in such a manner as to be an ascertainable standard for federal estate and gift tax purposes, such that the exercise, release, or lapse of a power which is limited by this standard will not be taxable for federal estate and gift tax purposes. In this regard, "support" and "maintenance" are synonymous, shall not be limited to the bare necessities of life, and shall be the same as "support and maintenance in reasonable comfort." "Education" shall include (but not be limited to) college and professional education. "Health" shall include (but not be limited to) medical, dental, hospital, and nursing expenses and expenses of invalidism. Unless provided expressly to the contrary elsewhere in this instrument, no Trustee shall be required to consider a beneficiary's other resources in making a distribution for such beneficiary's health, education, support, and maintenance.

ARTICLE XVI

Trustee's Powers

In addition to any powers conferred by law, including those conferred under Virginia Code Section 64.1-57, the Trustee is empowered, solely in the Trustee's fiduciary capacity:

A. To hold and retain all or any property received from any source, without regard to diversification, risk, or the Trustee's personal interest in such property in any other

capacity, and to keep all or part of the Trust property at any place within the United States or abroad.

B. To invest and reinvest the Trust funds (or leave them temporarily uninvested), in any type of property and every kind of investment, including (but not limited to) corporate obligations of every kind, preferred or common stocks (including those in any corporate Trustee), securities of any regulated investment trust, common trust funds, mutual funds, money market or other short-term funds (including those maintained, sponsored, advised or managed by any corporate Trustee), partnership interests, and United States bonds redeemable at par in payment of federal estate tax liabilities (for which the Trustee shall not be liable to anyone for losses resulting from the good faith purchase of these bonds).

C. To participate in the operation of any business or other enterprise, and to incorporate, dissolve, or otherwise change the form of such business.

D. To deposit Trust funds in any commercial savings or savings and loan accounts.

E. To borrow money for any reasonable Trust purpose and upon such terms, including (but not limited to) interest rates, security, and loan duration, as the Trustee deems advisable.

F. To lend Trust funds to such persons and on such terms, including (but not limited to) interest rates, security, and loan duration, as the Trustee deems advisable.

G. To sell or otherwise dispose of Trust assets, including (but not limited to) Trust real property, for cash or credit, at public or private sale, and with such warranties or indemnifications as the Trustee deems advisable.

H. To improve, develop, manage, lease, or abandon any Trust assets, as the Trustee deems advisable.

I. To hold property in the name of any Trustee or any custodian or nominee, without disclosing this Trust, but the Trustee is responsible for the acts of any custodian or nominee so used.

J. To pay and advance money for the Trust's protection and for all expenses, losses, and liabilities sustained in its administration.

K. To elect to treat all or any portion of estimated tax paid by any trust created in this instrument as a payment by a beneficiary of such trust, which election may be made pro rata among the beneficiaries or otherwise, in the discretion of the Trustee, whose decision shall be conclusive and binding upon all parties.

L. To prosecute or defend any action for the protection of the Trust, the Trustee in the performance of the Trustee's duties, or both, and to pay, contest, or settle any claim by or against the Trust or the Trustee in the performance of the Trustee's duties.

M. To employ persons, even if they are associated with the Trustee, to advise or assist the Trustee in the performance of the Trustee's duties.

N. To distribute Trust assets in kind or in cash, without the consent of any beneficiary.

O. To execute and deliver any instruments necessary or useful in the exercise of any of these powers.

ARTICLE XVII

Limitations on Trustee's Power

Notwithstanding the grant of authority under Article XVI, the following limitations shall apply to the exercise of any powers or authorities by the Trustee:

A. No Trustee shall possess, or participate in the exercise of, any discretionary power granted under this instrument or any applicable law, to make any determination with respect to: (a) any payment or application which would discharge such Trustee's personal legal obligations, or (b) any payment to, or expenditure for the benefit of, such particular Trustee personally, except through possession of or participation in the exercise of any power (or severable portion thereof) to consume, invade, or appropriate property for the Trustee's personal benefit, which power is limited by an ascertainable standard relating to the Trustee's health, education, support, and/or maintenance, or (c) any payment to or expenditure for the benefit of someone other than the Trustee personally, to be made from

property in which the Trustee has any personal beneficial interest, except through the possession of or participation in the exercise of any right or power (or severable portion thereof) to make any payment or expenditure for the benefit of anyone other than the Trustee, personally, the exercise or nonexercise of which is limited by a reasonably fixed or an ascertainable standard set forth in this instrument.

B. No Trustee will be entitled to possess any power (whether granted under this instrument or applicable law), or participate in the exercise of such power under the then-applicable federal tax laws, such that the sole possession and/or exercise (as though the only Trustee) of such power would cause all or part of such trust to be attributed to any person (whether personally, as a deemed transferor or otherwise), for purposes of federal income or transfer taxes before such person receives the actual distribution or benefit of such trust property, and another Trustee could alone possess or exercise such power without such adverse tax consequences.

C. If the limitations contained in this Article would prevent the exercise of one (1) or more powers or authorities granted to the Trustee named or selected under Article XVIII, but such powers could be exercised either by the Trustee named or selected under Article XVIII acting jointly with an independent Trustee, or by an independent Trustee alone, then the Trustee named or selected under Article XVIII shall appoint an additional Trustee who can exercise the powers and authorities without

violating this Article. Such an independent Trustee shall act jointly with the Trustee named or selected under Article XVIII whenever their joint exercise of a power or authority will not violate the restrictions imposed by this Article. Such an independent Trustee shall act alone whenever such separate action is required to exercise a power or authority without violating the restrictions imposed by this Article.

ARTICLE XVIII

THE TRUSTEE

A. The Grantor will be the Trustee until his death, resignation, or disability, at which time RUTH C. LAUNDERS, GROVER RUSSELL, JOHN W. FARR, JR., REBECCA FEHRS and L. FARNUM JOHNSON, JR. shall be the Co-Trustees of this Trust. Any reference to a "Trustee" refers equally to a Co-Trustee or successor Trustee.

B. A majority of the Co-Trustees other than RUTH C. LAUNDERS may designate or remove any individual or institution as a Co-Trustee, by a written instrument. Any Co-Trustee or successor Trustee may, without liability, accept without examination or review the accounts rendered and the property delivered by any predecessor Trustee. Each successor Trustee has the same title, powers and duties as the Trustee succeeded, without any additional conveyance.

C. Any Trustee may, from time to time, delegate to any other Trustee by written instrument any or all of such

Trustee's powers (except those, if any, not exercisable by such other Trustee). Such delegation may be temporary or permanent, and if temporary, may be for any duration of time or until any event specified by the delegating Trustee. Any person dealing in good faith with any Trustee may rely without inquiry upon the Trustee's certificate with respect to any delegation.

D. No Trustee named in paragraph A shall be required to provide surety or other security on a bond.

E. Any Trustee may resign by giving written notice specifying the resignation's effective date to the designated successor Trustee, if there is one, or otherwise to the Grantor, if he is neither deceased nor disabled. If the Grantor is either deceased or disabled and there is no one designated as successor Trustee, a resigning Trustee shall give such notice to each adult beneficiary of the current trust income, to a custodial parent of each minor beneficiary of current trust income, and to the legal guardian of any beneficiary of current trust income having a legal guardian, each determined at the time such notice is given. If no successor Trustee is named in paragraph A, the Grantor, if he is neither deceased nor disabled, will appoint a successor Trustee. If the Grantor is either deceased or disabled, the successor Trustee shall be named by a majority vote of the income beneficiaries, with the adult beneficiaries voting for themselves, one (1) vote being cast for each minor income beneficiary by his or her custodial parents, and one (1) vote cast by the legal guardian for any beneficiary having a legal

guardian. For purposes of this Article, the right to receive "support" from the Trust is a right to current trust income.

F. No Trustee shall be required to obtain the order of any court to exercise any power or discretion under this Trust.

G. No Trustee shall be required to file any accounting with any public official. The Trustee must, however, maintain accurate records concerning the Trust. Each year, furthermore, the Trustee (unless the Grantor is the Trustee) shall furnish an annual accounting of the Trust's condition, including receipts and disbursements, (1) to the Grantor or his guardian if there is one, or his wife if the Grantor is disabled but there is no guardian, (2) if the Grantor is deceased, to each adult beneficiary of the current trust income, to a custodial parent of each minor beneficiary of current trust income, and to the legal guardian of any beneficiary of current trust income having a legal guardian, each determined at the time such notice is given. This required accounting may be satisfied by a copy of the Trust's federal income tax return, if one is required.

H. Each individual Trustee is entitled to reasonable compensation for services in administering this Trust and to reimbursement for expenses, and each corporate Trustee is entitled to compensation based on its published fee schedule in effect at the time its services are rendered.

ARTICLE XIX

Miscellaneous

A. This Trust shall be governed by and construed according to the laws of the Commonwealth of Virginia.

B. The headings in this Trust are inserted for convenience only and are not a part of this Trust.

C. Whenever the context of this Trust requires, the masculine gender includes the feminine or neuter, and vice versa, and the singular number includes the plural, and vice versa.

IN WITNESS WHEREOF, the Grantor and the Trustee have hereunto set their hands and seals all as of the day and year first above written.

Witness:

Grantor and Trustee:

Carol Shead

Joseph H. Launder (SEAL)
JOSEPH H. LAUNDERS

COMMONWEALTH OF VIRGINIA

COUNTY OF Loudoun, to wit:

Sworn and acknowledged before me, the undersigned notary, by JOSEPH H. LAUNDERS, the Grantor, on January 10, 1991 dec

Darius E. Cook

Notary public

My commission expires 12/10, 1992.

SCHEDULE A

Assets contributed to Trust

FOURTH AMENDMENT
TO THE JOSEPH H. LAUNDERS
REVOCABLE DECLARATION OF TRUST

THIS FOURTH AMENDMENT TO THE JOSEPH H. LAUNDERS
REVOCABLE DECLARATION OF TRUST, sometimes referred to in this document as “the trust”, is made and executed this 9th day of August, 1996, by **JOSEPH H. LAUNDERS**, pursuant to the powers retained by the Grantor under Article II of the trust.

FIRST

I, Joseph H. Launders, by my adoption of a Revocable Declaration of Trust on 10 January 1991, hereafter referred to as “the trust”, have established an *inter vivos* trust for my benefit during my lifetime, and the benefit of my spouse and other beneficiaries after my death. I have amended the trust by a First Amendment dated 6 August 1991, a Second Amendment dated 11 May 1992, and a Third Amendment dated 5 July 1994, to which I refer. I now wish to make and adopt this Fourth Amendment to the Revocable Declaration of Trust in exercise

of the powers and prerogatives I retain pursuant to the provisions of Article II of the trust. By this Fourth Amendment I wish (1) to adjust and reconstitute certain provisions of Article V of the trust relating to distributions from The Joseph H. Launders Family Trust, (2) to make certain technical amendments to Article VI of the trust relating to the marital trust and to The Ruth and Hal Launders Charitable Trust, (3) to modify Article XVIII of the trust relating the appointment and service of my successor co-trustees under the trust, and (4) to make certain other changes to improve the efficient administration of the trust. By this Fourth Amendment, I am also restating in their entirety each of the articles of the trust agreement which I have amended since my initial adoption of the trust for purposes of clarity and in order to dispel any confusion.

SECOND

I hereby delete Article II of the Joseph H. Launders Revocable Declaration of Trust in its entirety and substitute in lieu thereof the following:

“ARTICLE II

Revocability

A. During his lifetime, the Grantor may revoke or amend all or any part of this Trust at any time, without the consent of anyone. Any such amendment or revocation to become effective must be signed and dated by the Grantor and acknowledged before an officer authorized to administer oaths. Grantor shall also, to the extent practical, deliver a copy of any such amendment or revocation to at least one or more of the persons designated as his successor co-trustees under this Revocable Declaration Trust, *provided however* that the failure of any such delivery shall not void or impair the legal effect of such amendment or revocation.”

B. If the Trust is completely revoked, the Trustee will transfer all of the assets in the trust to the Grantor.

C. Although the Grantor may not revoke or amend this trust during any disability, he may revoke or amend this trust after any such disability has ended.”

THIRD

I hereby revoke Article V of the Joseph H. Launders Revocable Declaration of Trust in its entirety and substitute the following in lieu thereof:

“ARTICLE V.

The Joseph H. Launders Family Trust

The Trustee shall hold the family trust share, as finally determined, as a separate trust to be known as THE JOSEPH H. LAUNDERS FAMILY TRUST, also sometimes referred to in this Agreement of Trust as the “family trust”, to be held, managed, and administered as follows:

A. As soon as administratively convenient after the funding of the family trust, the Trustee shall pay from trust income, or if the trust income is insufficient, then from trust principal, the following pecuniary distributions. None of these foregoing distributions shall bear interest from the date of the Grantor’s death, and each is expressly contingent upon the beneficiary surviving the Grantor. Each of these foregoing pecuniary distributions shall be conclusively deemed to have been satisfied if the Grantor makes gifts to the following beneficiaries during his lifetime in amount equal to or greater than the following distributions.

(1.) Ten thousand dollars (\$10,000.00) to the Grantor’s attorney, **JOHN F. DAVIS**, in remembrance and appreciation of the support and understanding he demonstrated when representing the Grantor in a claim against the United States Coast Guard following World War II;

- (2.) Ten thousand dollars (\$10,000.00) to **SALLY WHELAN**;
- (3.) Ten thousand dollars (\$10,000.00) to **ISABELLE FEHRS**;
- (4.) Ten thousand dollars (\$10,000.00) to **ANNE ENDICOTT**;
- (5.) Five thousand dollars (\$5,000.00) to **FATHER EDMUND CARROLL**;
- (6.) Five thousand dollars (\$5,000.00) to **FATHER STEPHEN LASCO**; and
- (7.) Five thousand dollars (\$5,000.00) to **FATHER LOUIS McINTYRE**; and
- (8.) One thousand dollars (\$1,000.00) to **PEGGY WEEKS**.

B. The Trustee shall hold, manage, and administer the balance of the family trust for the joint benefit of the Grantor's wife, **RUTH C. LAUNDERS**, together with the members of the families of Joseph H. and Ruth C. Launders who are specifically identified in the following subparagraph (2.) of this paragraph B.

(1.) During the lifetime of the Grantor's wife, Ruth C. Launders, the Trustee shall pay and expend for her benefit such portion of the net income of the family trust, or such portion of the principal of the family trust, as the Trustee deems necessary for her reasonable support, maintenance, and health, adding to

principal any income not paid out. In considering whether to make distributions from the family trust to the Grantor's wife, the Trustee may consider any other income or funds available to her, for her support, maintenance, and health, such as those available from The Ruth C. Launders Marital Trust, or her own funds, before making any distributions from the family trust. It is the Grantor's intent that, consistent with meeting this ascertainable standard of support due the Grantor's wife, the resources of the family trust be conserved for satisfaction of the family trust purposes set forth in the following paragraphs.

(2.) After the death of the Grantor and the Grantor's wife, Ruth C. Launders, whichever event shall last occur, the Trustee may pay and expend such portion of the family trust income, or the principal of the family trust, as the Trustee, in his sole discretion, finds appropriate for the support, maintenance, health, education, recreation, or happiness of all or some of the following members of the families of Joseph H. and Ruth C. Launders: **MARION BUSICK, JOHN S. FEHRS, SR., NAOMI JUSTICE, PATRICIA JUSTICE, DAVID JUSTICE, DOROTHY KLEIN, EUGENIE MAINE, ALICE MULLINS, ANN POPKINS, JAY POPKINS, ALICE REIDY, ROBIN SAUNDERS, DAVID WEBB, JOHN WEBB, MARSHA WHELAN, and the daughters of HAROLD FEHRS.** In determining whether

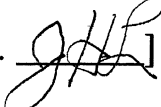
to make a family trust distribution to any of these foregoing family members, the Trustee shall be guided not only by the needs of such person for his or her support and maintenance, but also by whether his or her industry, character, and service warrants recognition, recompense or reward, and whether a distribution would enhance and facilitate his or her capacity to contribute to his or her family and community. By way of example, but not as limitation, the Trustee may choose to distribute from the family trust funds to assist a person to further his or her education, to establish a small business, or to travel to foreign countries. Nothing in this subparagraph B.(2.) shall prohibit the Trustee from making uniform trust distributions, from either trust income or principal, at regular intervals, to each of the members of the families of Joseph H. Launders and Ruth C. Launders, or to any subgroup of such family members; and each and every discretionary determination by the Trustee as to the fact, amount, and timing of any distribution to any one of the named beneficiaries of the family trust shall be conclusive, binding, and final.

C. (1.) Upon the death of the Grantor's wife, Ruth C. Launders, or upon the Grantor's death if his wife does not survive him, the Trustee shall pay and expend from family trust income, or if the income is insufficient, then from

the family trust principal, the following lifetime annuities to the following persons:

(a.) A monthly annuity of five thousand dollars (\$5,000.00) to Melvin Lohr, for the duration of his life, but if and only if he is employed by the Grantor or by the Grantor's wife, or their successors, in the operation of Arrowhead Farm on the date of the death of the last to die between the Grantor and the Grantor's wife; and

(b.) A monthly annuity of five thousand dollars (\$5,000.00) to Freida Lohr, for the duration of her life, but if and only if she is employed by the Grantor or by the Grantor's wife, or their successors, in the operation of Arrowhead Farm on the date of the death of the last to die between the Grantor and the Grantor's wife; and

~~(c.) A monthly annuity of one thousand five hundred dollars (\$1,500.00) to Barbara Tobin, for the duration of her life, but if and only if she is employed by the Grantor, or by the Grantor's wife, or their successors, in the operation of Arrowhead Farm on the date of the last to die between the Grantor and the Grantor's wife; and [Intentionally deleted by Grantor. ~~

(d.) A monthly annuity of not more than one thousand dollars (\$1,000.00) to Bertie Kearns, for the duration of her life, in an amount sufficient

to meet her support and maintenance. The Trustee shall ascertain her needs and requirements of support and insure that the annuity is always applied for the use and benefit of Mrs. Kearns and not for any other persons; and

(e.) A monthly annuity of four thousand dollars (\$4,000.00) to Ann Popkins, for the duration of her life; and

(f.) A monthly annuity of two thousand five hundred dollars (\$2,500.00) to Jay Popkins, for the duration of his life.

(2.) The Trustee shall commence to pay each of the foregoing annuities, if any shall be due and payable under the terms of the trust, commencing with the first full month following the date of the death of the last to die between the Grantor and the Grantor's wife. Trustee may pay the amount due under these annuities in convenient installments but not less frequently than once every calendar quarter. The Trustee may at any time, in his sole discretion, elect to satisfy any or all of the foregoing lifetime annuities through the purchase of one or more single premium whole life annuity contracts paying a monthly benefit equivalent to the annuity prescribed by the terms of this trust. The cost of such annuity contract shall be charged against the family trust income, or if the income is insufficient, then to the family trust principal. The purchase of any such annuity contract for any beneficiary annuitant named in the family trust shall

satisfy and discharge the obligation of the family trust to such beneficiary. Trustee shall treat each annuitant fairly and in the event the resources of the family trust are not sufficient to satisfy each of the annuities which may become payable under the terms of this paragraph C. of this Section V, such annuities shall abate ratably.

(3.) If any of the foregoing lifetime annuities specified by subparagraphs (1.)(a.) through (1.)(c.) of this paragraph C. shall fail for lack of the satisfaction of a condition precedent relating to the annuitant's status of employment with the Grantor, or the Grantor's wife, then the Trustee may, in its sole and absolute discretion, make a cash distribution from the trust to such person who but for the failure of such condition precedent would have been entitled to receive a lifetime annuity. In determining whether to make any such cash distribution, the Trustee shall be guided by the depth of loyalty and faithful service furnished by such person to Grantor and to the Grantor's wife during the period preceding their deaths.

D. Upon the death of the Grantor's wife, Ruth C. Launders, or upon the Grantor's death if his wife does not survive him, the Trustee shall pay and expend from family trust income, or if the income is insufficient, then from the family trust principal, the following pecuniary distributions to the following persons:

(1.) Twenty-five thousand dollars (\$25,000.00) to the **DANE RESCUE LEAGUE**, or its successor organization, which is presently operated by Gail McKinney who resides at 9949 Woodrow Street, Vienna, Virginia 22181; and

(2.) Twenty-five thousand dollars (\$25,000.00) to the animal rights organization which MRS. ALLEN KATEIN, of 407 Madison Street, Herndon, Virginia, administers, if it is then still in existence.

E. Upon the death of the Grantor's wife, Ruth C. Launders, or upon the Grantor's death if his wife does not survive him, the Trustee shall pay and expend from family trust income, or if the income is insufficient, then from the family trust principal, the sum of five hundred dollars (\$500.00) per month per dog to Melvin Lohr, or such other person or persons to whom the Trustee entrusts the care and custody of the Grantor's dogs, for the support and upkeep of the Grantor's dogs, in addition to such amounts as are necessary to pay for all necessary and reasonable veterinary care for the Grantor's dogs.

F. In the event that either Melvin Lohr or Freida Lohr is still employed by the Grantor, or by the Grantor's wife, or their successors, in the operation of Arrowhead Farm, as of the date of the death of the last to die between the Grantor and the Grantor's wife, then the Trustee shall continue such employment

at an annual salary equal to one hundred seventy-five per cent (175.00%) of the salary such person was earning in such employment on the date of the death of the last to die between Grantor and Grantor's wife. Such employment at such salary shall continue indefinitely until such time as the Trustee, in his sole discretion, finds such employment is no longer consistent with the economically prudent and efficient administration of the trust.

G. Unless a contrary provision is clearly expressed under the terms of the trust, the interest of each beneficiary in the family trust shall lapse and expire upon the death of such beneficiary. No heir, descendant, or successor-in-interest to any family trust beneficiary shall have any interest in the family trust.

H. If at any time any beneficiary of the family trust shall be a minor, an incompetent, physically or mentally incompetent, or a person whom the Trustee deems, whether by reason of advanced age, impaired health, or otherwise, to be unable wisely or properly to handle funds if paid to the beneficiary directly, Trustee may make such payments in his discretion in any one or more of the following ways:

(1.) To the legally appointed guardian or other fiduciary of the person or estate of the beneficiary, or;

(2.) To any person or organization furnishing care, support, maintenance, education, or recreation to the beneficiary, including any physician, hospital, nursing home, or other health care provider. Trustee shall not be required to supervise the application of any funds so paid or applied, and the written receipt of any such payee shall terminate any liability of Trustee in making the payment. The decision of the Trustee as to direct payment or application of funds shall be conclusive and binding upon all parties in interest.

I. Upon the death of the last surviving beneficiary of the family trust, or upon the satisfaction and discharge of all obligations of the family trust as set forth in the preceding subparagraphs A. through H. of this Article V, then the Trustee shall add the residue of the family trust, if any, to the Hal and Ruth Launders Charitable Trust, to be held, managed, and administered as part of such trust in accord with Article VI of the Revocable Declaration of Trust.

J. Notwithstanding the preceding subparagraph I. of this Article V, the Trustee, may, in his sole discretion, and during the term of the family trust prior to its termination and combination with The Hal and Ruth Launders Charitable Trust, pay, expend and distribute such portions of the family trust, whether from trust income or principal, and consistent with meeting the other stated purposes of the family trust as set forth in the preceding subparagraphs A. through H. of this

Article V, to any charitable organization of the type and purpose to which Grantor and Grantor's wife contributed during their lifetime. In determining whether to make any such charitable distributions, the Trustee shall give precedence to other stated purposes of the family trust as set forth in the preceding subparagraphs A. through H. of this Article V and shall respect the Grantor's intention that the paramount object and purpose of the family trust is to expend its resources for the primary use and benefit of its non-charitable beneficiaries."

FOURTH

I hereby delete Article VI of the Joseph H. Launders Revocable Declaration of Trust in its entirety and substitute in lieu thereof the following:

"ARTICLE VI.

The Marital Share

The Trustee will hold the marital share, as finally determined, in a trust to be known as THE RUTH C. LAUNDERS MARITAL TRUST ("the marital trust"), as follows:

A. Until the Grantor's wife's death, the Trustee shall pay her all of the trust's net income in convenient installments, but at least annually. The Trustee shall also pay to her so much of the trust's principal (including all or none) as the Trustee deems appropriate for her health, education, support, and maintenance, without taking into account other income and assets available to her. In addition, the Trustee shall distribute to the Grantor's wife so much or all of this trust's principal as the Grantor's wife requests from time to time.

B. Upon the Grantor's wife's death, or upon the Grantor's death if his wife does not survive him, Trustee shall allocate, transfer and pay over to the family trust, to become part of the family trust administered under the provisions of the preceding Article V of this Agreement of Trust, that portion of THE RUTH C. LAUNDERS MARITAL TRUST which is equal to an amount fixed by computing the difference, as rounded to the nearest one thousand dollars (\$1,000.00), between (1) the principal amount of the family trust which would be necessary to generate an income equal to (a) the sum of the amount minimally sufficient to satisfy the monthly annuities due upon the death of the Grantor's wife, or upon the death of the Grantor if his wife predeceases him, and as are specified in paragraph C. of Article V of the Joseph H. Launders Revocable Declaration of Trust, plus (b) seventy-five thousand dollars (\$75,000.00), and

further assuming that the principal of the family trust at all times will generate a rate of return equal to the average yield realized on the sale of one (1) year United States Treasury notes at the most recent auction held by the United States Government prior to the date of death of the Grantor's wife, or held prior to the date of death of the Grantor if his wife does not survive him, and (2) the value, as such term is used in § 2031 of the Internal Revenue Code of 1986, as amended, of the principal of the family trust, computed as of the date of the death of the Grantor's wife, or as of the date of death of the Grantor if his wife does not survive him. Trustee shall hold, manage, and administer all of the rest, residue, and remainder of THE RUTH C. LAUNDERS MARITAL TRUST which is not paid over to the family trust in accord with the provisions of this paragraph as a charitable trust to be known as THE RUTH AND HAL LAUNDERS CHARITABLE TRUST, to be held, managed, and administered in accord with the provisions of the following paragraph D. of Article VI of the Joseph H. Launders Revocable Declaration of Trust.

C. In performing the computation, division, and allocation of the RUTH C. LAUNDERS MARITAL TRUST, "the marital trust", between the family trust and the RUTH AND HAL LAUNDERS CHARITABLE TRUST, as directed by the provisions of the preceding paragraph B. of Article VI. of the Joseph H.

Launders Declaration of Revocable Trust, Trustee shall be governed by the fair market value of the assets embraced within the marital trust as of the date of the death of the Grantor's wife, or the date of the death of the Grantor if his wife does not survive him, or as of the alternate valuation date as defined in § 2032 of the Internal Revenue Code of 1986, as amended, or any successor provision, but only as the values of such assets are finally determined for federal estate tax purposes. The decision of the Trustee as to the value, allocation and apportionment of the assets which comprise marital trust between the family trust and THE RUTH AND HAL LAUNDERS CHARITABLE TRUST, in execution of the directive imposed by the preceding paragraph B. of Article VI of the Joseph H. Launders Revocable Declaration of Trust, shall be conclusive and final, *provided however* that any property of the trust estate which is not allocated to the family trust, including cash, shall have an aggregate fair market value at the time of allocation which is fairly representative of the appreciation or depreciation in value of all property included in the marital trust which is available for distribution to the family trust and which has occurred after the death of the Grantor's wife, or after the death of the Grantor if he survives his wife, or the alternate valuation date available to the executor of the estate of the Grantor's wife, or the estate of the Grantor, as the case may be, and whichever

date Trustee may select, and *provided further* that the amount of the marital trust to be paid over to the family trust shall be enlarged or adjusted to pay estate taxes as necessary to insure that the projected income of the family trust, as fixed in the preceding paragraph B., is neither diminished nor reduced by the impact of federal estate taxes chargeable to the marital trust as a result of the death of the survivor of the Grantor and his spouse.

D. Trustee shall hold, manage, and administer the assets of THE RUTH AND HAL LAUNDERS CHARITABLE TRUST as follows:

(1) Trustee shall distribute the sum of four million dollars (\$4,000,000) to ST. LAWRENCE UNIVERSITY of Canton, New York, to be used to offset the costs of renovating existing facilities at St. Lawrence University into a science library/computing center and science libraries to be known as the J. Harold and Ruth C. Launders Center *provided however* that Trustee shall make this charitable distribution to St. Lawrence University if and only if he shall determine that a joint lifetime pledge made by the Grantor and the Grantor's wife during 1992 is not a legally enforceable joint obligation of the Grantor and the Grantor's wife, such that such obligation is not deductible as a debt of the decedent in computing the taxable estate of the Grantor's wife, or the taxable estate of the Grantor if he survives his wife, within the meaning of § 2053 of the

Internal Revenue Code of 1986, as amended, or any successor provision. It is the intention and stipulation of the Grantor that he and his wife have in fact made, during their joint lifetimes, a legally enforceable pledge of four million dollars (\$4,000,000.00) to St. Lawrence University, for a good and valuable consideration, the payment of which is deferred until the death of the Grantor's wife, or the death of the Grantor if he survives his wife, and that such pledge shall be payable as a charge against the estate of the survivor between Grantor and the Grantor's wife.

(2) Trustee shall distribute one million dollars (\$1,000,000) to THE CATHOLIC ORDER OF HOLY GHOST FATHERS, to be used exclusively to pay operational costs for the HOLY GHOST RETIREMENT HOME in Florida or, in the discretion of The Holy Ghost Fathers, to be used for an additional building or wing for the retirement home in memory of Ruth and Hal Launders. Under no condition is this amount to be used for any purpose other than to support the retirement home or otherwise benefit the retirement home.

(3) Trustee shall distribute one million dollars (\$1,000,000) to ST. JOSEPH'S CATHOLIC CHURCH in Herndon, Virginia to build an addition to the Parish school in memory of Ruth and Hal Launders.

(4) Trustee shall hold the balance of the *res* of THE RUTH AND HAL LAUNDERS CHARITABLE TRUST in perpetuity. The Trustee is hereby directed to establish, hold, manage, and administer this trust as a charitable trust which qualifies under §§ 170(c), 2055(a), and 2522(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Such charitable trust shall make distributions of all of the trust's income annually, and so much of the principal as the Trustee deems appropriate, to organizations and charities which the Trustee, in its sole discretion, finds appropriate, including those organizations and charities to which the Grantor contributed during his lifetime, which includes those organizations listed in subparagraphs (1) through (3) of this Paragraph B, and, in addition, such funds as are necessary to build or add an additional wing to a library in Herndon, Virginia. The Ruth and Hal Launders Charitable Trust established under this Article VI is intended to qualify as a charitable trust so that the value of the trust is deductible under § 2522 of the Code, and the Trustee shall not exercise any power that would prohibit or restrict the application of such deduction. Notwithstanding any other provision in this trust to the contrary, the charitable trust is subject to the following administrative provisions:

(a) The Trustee shall not engage in any act of self-dealing as defined in § 4941(d) of the Code, nor make any taxable expenditures as defined in § 4945(d) of the Code.

(b) The Trustee shall not retain any excess business holdings as defined in § 4943(c) of the Code which would subject the Trust to tax under § 4943 of the Code, nor shall the Trustee retain or acquire any investments which would subject the charitable trust to tax under § 4944 of the code.

(c) The Trustee shall make distributions at such times and in such manner as not to subject the charitable trust to tax under § 4942 of the Code.

(d) No provision under this agreement shall be construed to restrict the Trustee from investing the assets of the charitable trust in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.”

FIFTH

I hereby revoke Article XVIII of the Joseph H. Launders Revocable Declaration of Trust in its entirety and substitute the following in lieu thereof:

“Article XVIII

The Trustee

A. Grantor will act as the initial Trustee of the trust until he dies, resigns, or becomes disabled. Upon the death, resignation, or disability of the Grantor, then **RUTH C. LAUNDERS, JOHN W. FEHRS, SR., JOHN WEBB, EUGENIE MAINE, CATHERINE P. WHELAN, L. FARNUM JOHNSON, JR., JEFFREY J. FAIRFIELD, and JEROME L. LONNES** shall become successor co-trustees of the trust.

B. In the event of the death, resignation, disability, failure or refusal of any successor co-trustee to act, a majority of the co-trustees may designate a successor co-trustee to serve with them by executing a document acknowledged and sworn to before an officer authorized to administer oaths. Any co-trustee or successor co-trustee may, without liability, accept the accounts rendered and the property delivered by any predecessor trustee, *provided however* that nothing herein shall relieve a predecessor trustee from liability for his or her actions during the period he or she served as a co-trustee. Each successor co-trustee has

the same title, powers and duties as the trustee so succeeded, without the need for any additional conveyance.

C. Any co-trustee may, from time to time, delegate to any other co-trustee, by means of a signed writing acknowledged and sworn to before an officer authorized to administer oaths, any or all of such co-trustee's powers and discretion except those, if any, not exercisable by such other co trustee. A co-trustee shall make such appointment, nomination, and delegation by means of a writing signed by him or her, and acknowledged and sworn to before an officer authorized to administer oaths. A copy of such writing shall be delivered to each other person then serving as a co-trustee of the trust. Such appointment, nomination, and delegation may be temporary or indefinite, and if temporary, may be for any duration of time or until any event occurs as may be specified in such writing. Any such appointment, nomination, and delegation if for an indefinite period shall remain in effect until revoked in writing by the delegating co-trustee. Any third party dealing with the co-trustee to whom such authority has been delegated may, in the absence of prior and actual notice to the contrary, rely upon such sworn writing as conclusive proof of the co-trustee's authority to act on behalf of the delegating co-trustee without joinder or express concurrence of the delegating co-trustee.

D. Neither the initial trustee, nor any successor co-trustee, shall be obligated or required to provide any surety bond or to post any security upon a personal bond.

E. Any co-trustee may resign by giving written notice signed and acknowledged by such co-trustee before an officer authorized to administer oaths. Such notice shall specify the effective date of such resignation and shall be delivered to the Grantor, if he still be living and not disabled, or otherwise to the other co-trustees then serving in such capacity. Upon receipt of such notice of resignation, the Grantor, if he still be living and not disabled, or otherwise the remaining co-trustees, may designate a successor co-trustee.

F. At any time during which more than one person shall be serving in the capacity of Trustee, the terms "the Trustee" or "trustee" as used in this trust shall refer to the assemblage of all such co-trustees as a deliberative body. In the exercise of any discretionary trustee power or authority granted under this trust, the co-trustees shall endeavor, to the extent possible, to meet or confer among themselves and to arrive at a consensus and unanimity of opinion upon the proposed act or course of any action to be undertaken on behalf of the trust. However, in the event of a disagreement or difference of opinion among the co-trustees regarding any matter concerning the management or administration of the

trust, the affirmative vote of a majority of co-trustees shall constitute the collective decision of the co-trustees as a deliberative body and shall authorize any act committed to the discretion of the Trustee which is otherwise permissible under the terms of this trust, and as may be specifically directed by a majority of such co-trustees. The Trustee may appoint and designate a managing co-trustee or co-trustees, who shall, consistent with the directives of the co-trustees, manage and administer the trust in accord with this Revocable Declaration of Trust. Trustee may make such appointment, nomination, and delegation by means of a writing signed by each of the co-trustees then serving as such under the trust, and acknowledged and sworn to before an officer authorized to administer oaths. A copy of such writing shall be delivered to each person then serving as a co-trustee of the trust. Such appointment, nomination, and delegation may be temporary or indefinite, and if temporary, may be for any duration of time or until any event occurs as may be specified in such writing. Any such appointment, nomination, and delegation if for an indefinite period shall remain in effect until revoked in writing by the Trustee. Any third party dealing with the managing co-trustee to whom such authority has been delegated may, in the absence of prior and actual notice to the contrary, rely upon such sworn writing as conclusive proof of the managing co-trustee's authority to act on behalf of the Trustee and without

joinder or express concurrence of the other co-trustees. Within the bounds and parameters of this Article XVIII, the Trustee may establish rules and procedures for the internal governance of the trust, such as provisions concerning the notice, venue, and conduct of meetings of the co-trustees. The Trustee shall also adopt a fiscal year for trust accounting and tax reporting purposes, which may, but need not be, a calendar year.

G. If at any time L. Farnum Johnson, Jr. Jeffrey J. Fairfield, Jerome L. Lonnes, Catherine P. Whelan, or any other person serving as a co-trustee, is an individual licensed to practice law in a jurisdiction in which the Trustee requires legal representation, or is a licensed professional of some other sort legally entitled to furnish professional services to the Trustee, then such professional's service as a fiduciary of the trust shall not disqualify or prevent him or her from furnishing legal or other professional services to the trust or from representing the trust or the Trustee as legal counsel. In the event that any of these co-trustees, or their respective law or professional firms with which they are affiliated or are owners or members, shall furnish legal or other professional services to the trust, they shall be compensated for the time expended in furnishing such legal or other professional services at their usual and customary rates. Nothing in this Revocable Declaration of Trust shall serve to insulate or immunize any such co-

trustee from any liability for professional negligence or other malfeasance committed within the scope of their professional engagements as attorneys, legal counselors, or other professionals for the trust.

H. In the administration and management of the trust, the Trustee shall consult with the Grantor's tax advisor, **JEROME L. LONNES**, on all matters involving taxes, and shall further consult with the Grantor's friend and real estate advisor, **VERLIN H. SMITH** of Farms and Acreage, Inc., on all matters involving real estate, and in connection with any matter affecting the business affairs of the Grantor's wife, Ruth C. Lauanders, and to the extent that the opportunity for such consultations is readily available and practical.

I. In the course of any determination of the disability of any Trustee, or co-trustee serving under this trust, as the term "disability" is defined in Article XV of the Revocable Declaration of Trust, the Grantor as the initial trustee, and each co-trustee by virtue of the acceptance of his or her nomination as such and his or her service as a co-trustee, expressly waives any claim for any breach of patient confidentiality against any physician who attests to such Trustee's or such co-trustee's mental or physical incapacity, or absence thereof.

J. Trustee shall be entitled to receive as reasonable compensation for its services as the Trustee an annual commission upon trust income and principal

calculated in accord with the following formula, or in accord with the published schedule for fiduciary trust services adopted by Central Fidelity Bank, or its successor financial institution, which is in effect on the date of the death of the Grantor, and whichever is lower: five per cent (5.00%) of gross income collected during the fiscal year of the trust, in addition to a maintenance fee calculated on the principal balance of the trust as of the last day of each fiscal year which shall be the sum of \$6.00 per thousand on the first \$250,000.00 of principal, \$4.00 per thousand on the next \$250,000.00 of principal, \$3.00 per thousand on the next \$500,000.00 of principal, \$2.00 per thousand on the next \$1,500,000.00 of principal, and \$1.00 per thousand for all amounts of principal over \$2,500,000.00. Trustee shall, as soon as practical after the conclusion of each fiscal year, allocate and apportion this annual commission among the co-trustees in proportion to their respective time consumed in the administration of the trust, as reflected on each co-trustee's time records, or as may be otherwise agreed among the co-trustees."

SIXTH

The provisions of this Fourth Amendment to the Joseph H. Launders Revocable Declaration of Trust shall supersede and replace the conflicting

provisions of the original Revocable Declaration of Trust, or any amendment to the Revocable Declaration of Trust, executed prior to the date of the execution of this Fourth Amendment to the Joseph H. Launders Revocable Declaration of Trust. In all other respects, the original provisions of the Joseph H. Launders Revocable Declaration of Trust, as amended, to the extent not in conflict with this Fourth Amendment to the Joseph H. Launders Revocable Declaration of Trust, shall remain in full force and effect.

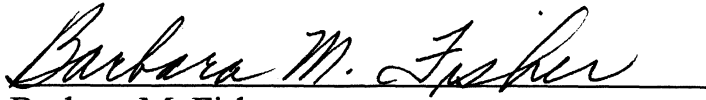
I, **JOSEPH H. LAUNDERS**, hereby adopt this Fourth Amendment to the Joseph H. Launders Revocable Declaration of Trust, and I have delivered it to myself as Trustee, in accord with Article II of the Joseph H. Launders Revocable Declaration of Trust, on this 9th day of August, 1996, in the County of Fairfax, Commonwealth of Virginia.



JOSEPH H. LAUNDERS

COMMONWEALTH OF VIRGINIA AT LARGE:

Subscribed, sworn, and acknowledged before me by JOSEPH H. LAUNDERS, this 9th day of August, 1996, in the County of Fairfax, Virginia.

A handwritten signature in cursive script that reads "Barbara M. Fisher". The signature is written in black ink and is positioned above a horizontal line.

Barbara M. Fisher

Notary Public

My commission expires: 31 October 1997

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JEFFREY J. FAIRFIELD, Trustee

et als.

**as the sole Trustees of
THE RUTH AND HAL LAUNDERS CHARITABLE TRUST**

Plaintiffs

vs.

**WILLIAM C. MIMS, in his official capacity as
THE ATTORNEY GENERAL OF VIRGINIA,
and not personally or as an individual**

Defendant

Civil Action No.
CL 08 - 3080

**CONSENT
FINAL ORDER**

This case came before the Court upon its Order re-opening this action and granting related relief, the Amended Complaint filed in this action, the issuance and due execution of an order of publication as required by, and in accord with, § 55-542.06.A.3.a. of the 1950 Code of Virginia, as amended, pursuant to chapter 8 of title 8.01 of the 1950 Code of Virginia, as amended, and the Rules of the Supreme Court of Virginia, and

IT APPEARING TO THE COURT from the papers filed in this cause that the Order of Publication entered on 30 September 2009 in this action has been duly executed, and that

copy to Land Records/Ferguson/
Fairfield

(4)

HP

notice of the pendency of this action was duly advertised in accordance with statute in *The Herndon Observer*, a newspaper qualified to publish legal notices in the County of Fairfax, for three (3) consecutive weeks on October 9, 16, and 23, 2009, in accordance with § 55-542.06.A.3.a. of the 1950 Code of Virginia, as amended, and

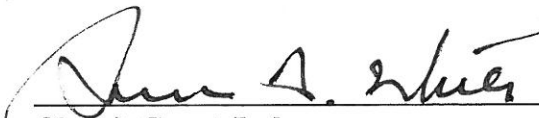
IT FURTHER APPEARING TO THE COURT for the reasons stated in the Amended Complaint and its attached affidavit that the relief prayed for in the Amended Complaint should be granted, and that the Court has the power pursuant to § 55-547.08.B.2. of the 1950 Code of Virginia, as amended, to grant the relief so requested, and

IT FURTHER APPEARING TO THE COURT that the Defendant has no objection to the entry of this Final Order as evidenced by its endorsement appearing at the foot of this Final Order, now therefore, it is hereby

ORDERED that Paragraph J. of Article XVIII of the Joseph H. Launder's Revocable Declaration of Trust dated 10 January 1991, as amended, which governs The Ruth and Hal Launder's Charitable Trust is hereby amended by inserting the following new sentence after its existing first sentence such that the entire paragraph J. is re-stated in its entirety to read as set forth in the exhibit attached to this Order: "Notwithstanding the foregoing, however, effective as the fiscal year beginning on 1 May 2008 and continuing for each fiscal year thereafter, Trustee shall be entitled to receive as reasonable compensation for its services as Trustee an annual commission upon trust principal calculated in accord with the following formula, or in accord with the published schedule for directed trust services adopted by Wachovia Bank, N.A. or its successor financial institution, as may be in effect from time to time, whichever is greater: \$10.00 per thousand on the first \$2 million of principal, \$6.00 per thousand on the next \$3

million of principal, \$5.00 per thousand on the next \$10 million of principal, and \$4.00 per thousand for all amounts of principal over \$15 million.”

Entered this 8th day of January, 2000. BN




Circuit Court Judge

I ASK FOR THIS:

✓ JEFFREY J. FAIRFIELD,
A PROFESSIONAL CORPORATION
459 Herndon Parkway
Suite 14
✓ P. O. Box 546
Herndon, Virginia 20172-0546
(703) 437-9200
Fax: (703) 481-3765

By:



Jeffrey J. Fairfield, Attorney-at-Law
VSB Number 16013

Counsel for Plaintiffs

SEEN AND NO OBJECTION:

WILLIAM C. MIMS,
ATTORNEY GENERAL OF VIRGINIA
900 East Main Street
Richmond, Virginia 23219

By: Donald R. Ferguson
Donald R. Ferguson, Esquire
Assistant Attorney General

Exhibit

J. Trustee shall be entitled to receive as reasonable compensation for its services as the Trustee an annual commission upon trust income and principal calculated in accord with the following formula, or in accord with the published schedule for fiduciary trust services adopted by Central Fidelity Bank, or its successor financial institution, which is in effect on the date of the death of the Grantor, and whichever is lower: five per cent (5.00%) of gross income collected during the fiscal year of the trust, in addition to a maintenance fee calculated on the principal balance of the trust as of the last day of each fiscal year which shall be the sum of \$6.00 per thousand on the first \$250,000.00 of principal, \$4.00 per thousand on the next \$250,000.00 of principal, \$3.00 per thousand on the next \$500,000.00 of principal, \$2.00 per thousand on the next \$1,500,000.00 of principal, and \$1.00 per thousand for all amounts of principal over \$2,500,000.00. Notwithstanding the foregoing, however, effective as the fiscal year beginning on 1 May 2008 and continuing for each fiscal year thereafter, Trustee shall be entitled to receive as reasonable compensation for its services as the Trustee an annual commission upon trust principal calculated in accord with the following formula, or in accord with the published schedule for directed trust services adopted by Wachovia Bank, N.A., or its successor financial institution, as may be in effect from time to time, whichever is greater: \$10.00 per thousand on the first \$2 million of principal, \$6.00 per thousand on the next \$3 million of principal, \$5.00 per thousand on the next \$10 million of principal, and \$4.00 per thousand for all amounts of principal over \$15 million. Trustee shall, as soon as practical after the conclusion of each fiscal year, allocate and apportion this annual commission among the co-trustees in proportion to their respective time consumed in the administration of the trust, as reflected on each co-trustee's time records, or as may be otherwise agreed among the co-trustees.

A COPY TESTE:
JOHN T. FREY, CLERK

BY: Claudette Alano
Deputy Clerk

Date: 1-14-2010
Original retained in the office of
the Clerk of the Circuit Court of
Fairfax County, Virginia

**SIXTH AMENDMENT TO THE
JOSEPH H. LAUNDERS
REVOCABLE DECLARATION OF TRUST**

THIS SIXTH AMENDMENT TO THE JOSEPH H. LAUNDERS REVOCABLE DECLARATION is made and entered into this 25th day of November, 2008, by and among **JOHN W. FEHRS, SR., JOHN WEBB**, also known as **JOHN H. WEBB**, **EUGENIE MAINE**, also known as **EUGENIE W. MAINE**, **CATHERINE P. WHELAN**, also known as **CATHERINE WHELAN McEVOY**, **L. FARNUM JOHNSON, JR.**, **JEFFREY J. FAIRFIELD**, and **JEROME L. LONNES**, being all of the co-trustees of **THE RUTH AND HAL LAUNDERS CHARITABLE TRUST**, and with the consent and approval of **THE ATTORNEY GENERAL OF THE COMMONWEALTH OF VIRGINIA**, who joins in this foregoing Amendment, and

WHEREAS by a certain Declaration of Trust entitled "The Joseph H. Launders Revocable Declaration of Trust" dated 10 January 1991, (hereafter "The Trust Declaration") Joseph H. Launders did declare and establish a trust for the use and benefit of himself, and his wife, Ruth C. Launders, during their joint lifetimes, and did further prescribe the maner of the disposition of the residue of the corpus of the aforesaid trust after the death of the survivor between him and his wife, Ruth C. Launders, and

WHEREAS Joseph H. Launders amended the Trust Declaration on four (4) occasions prior to this death, by means of a First Amendment dated 6 August 1991, a Second Amendment dated 11 May 1992, and Third Amendment dated 5 July 1994, and a Fourth Amendment dated 9 August 1996, and

WHEREAS Joseph H. Launders died on 18 September 1996 survived by his wife, Ruth C. Launders, and Ruth C. Launders died on 11 May 2001, and

WHEREAS pursuant to the terms of the Trust Declaration, as amended, the residue of the corpus of the aforesaid trust was transferred to a charitable purpose trust entitled "The Ruth and Hal Launders Charitable Trust", (hereafter "The Launders Charitable Trust"), and

WHEREAS by a certain court order entered on 8 May 2008 by the Circuit Court of Fairfax County, Virginia, the Trust Declaration was further amended by means of modifying the formula in the Trust Declaration used for determining the amount of fiduciary compensation allowed the Trustee, ("the Fifth Amendment"), and

WHEREAS the Charitable Trust has applied to the Internal Revenue Service for recognition as a tax-exempt entity pursuant to section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and such application is presently pending before the Internal Revenue Service, and

COPY

WHEREAS to meet the organizational test imposed by the applicable provisions of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, the governing instrument of a tax-exempt entity must include a prescription that upon the dissolution of the entity its assets must be distributed for one or more of the exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code, or distributed to the Federal government, or to a state or local government, for a public purpose, and

WHEREAS the Trust Declaration, as amended, lacks a provision which satisfies the organizational test referenced in the preceding recital, and

WHEREAS the interpretation and construction of the Trust Declaration and the governance of the Charitable Trust is governed, in part, by the local law of the Commonwealth of Virginia, and

WHEREAS pursuant to section 55-544.18 of the 1950 Code of Virginia, as amended, the terms of the Charitable Trust may be amended without resort to any court, by the trustees of such trust, and with the consent of the Attorney General of Virginia, and the creator of the trust, if living and able to give consent, as may be necessary to conform the terms of the trust to the organizational requirements for exemption of the Charitable Trust from federal taxation, and

WHEREAS the Attorney General of the Commonwealth of Virginia does hereby, as evidenced by his signature appearing at the foot of this document, concur and consent with the amendment of the terms of the Trust Declaration as so amended, now therefore, it is hereby agreed:

That the Trust Declaration, as amended by all prior amendments, is hereby further amended by adding a new subparagraph (e) to be inserted at the end of Paragraph D.(4.) of Article VI. to read as follows:

“(e) Upon the dissolution of The Ruth and Hal Launders Charitable Trust, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose.”

We hereby amend the Trust Declaration, as amended, as stated above, pursuant to the provisions of Code § 55-544.18 of the 1950 Code of Virginia, as amended.

**THE BOARD OF TRUSTEES OF THE RUTH AND HAL
LAUNDERS CHARITABLE TRUST**

Witness the following hands and seals as of the date written next to the foregoing signatures:

Witness the following hands and seals as of the date written next to the foregoing signatures:

JOHN W. FEHRS, SR., Co-Trustee

Date: _____

JOHN H. WEBB, Co-Trustee

Date: _____

EUGENIE W. MAINE, Co-Trustee

Date: _____

CATHERINE P. WHELAN, Co-Trustee

Date: _____

L. FARNUM JOHNSON, JR., Co-Trustee

Date: _____

JEFFREY J. FAIRFIELD, Co-Trustee

Date: _____

JEROME L. LONNES, Co-Trustee

Date: _____

I, the undersigned, in my official capacity as Attorney General of Virginia, do hereby concur and consent to the foregoing amendment pursuant to Code § 55-544.18 of the 1950 Code of Virginia, as amended.

ROBERT F. McDONNELL
Attorney General of Virginia

By: Donald R. Ferguson
Donald R. Ferguson, Esquire
Senior Assistant Attorney General

JOHN W. FEHRS, SR., Co-Trustee

Date: _____

JOHN H. WEBB, Co-Trustee

Date: _____



EUGENIE W. MAINE, Co-Trustee

Date: 12/13/08



CATHERINE P. WHELAN, Co-Trustee

Date: 12/22/08

L. FARNUM JOHNSON, JR., Co-Trustee

Date: _____

JEFFREY J. FAIRFIELD, Co-Trustee

Date: _____

JEROME L. LONNES, Co-Trustee

Date: _____

I, the undersigned, in my official capacity as Attorney General of Virginia, do hereby concur and consent to the foregoing amendment pursuant to Code § 55-544.18 of the 1950 Code of Virginia, as amended.

ROBERT F. McDONNELL
Attorney General of Virginia

By: _____
Donald R. Ferguson, Esquire
Senior Assistant Attorney General

Witness the following hands and seals as of the date written next to the foregoing signatures:

JOHN W. FEHRS, SR., Co-Trustee

Date: _____

JOHN H. WEBB, Co-Trustee

Date: _____

EUGENIE W. MAINE, Co-Trustee

Date: _____

CATHERINE P. WHELAN, Co-Trustee

Date: _____



L. FARNUM JOHNSON, JR., Co-Trustee

Date: 12/12/08



JEFFREY J. FAIRFIELD, Co-Trustee

Date: 11/28/2008



JEROME L. LONNES, Co-Trustee

Date: 11/25/2008

I, the undersigned, in my official capacity as Attorney General of Virginia, do hereby concur and consent to the foregoing amendment pursuant to Code § 55-544.18 of the 1950 Code of Virginia, as amended.

ROBERT F. McDONNELL
Attorney General of Virginia

By: _____
Donald R. Ferguson, Esquire
Senior Assistant Attorney General

Witness the following hands and seals as of the date written next to the foregoing signatures:



JOHN W. FEHRS, SR., Co-Trustee

Date: 12/15/08



JOHN H. WEBB, Co-Trustee

Date: 12/24/08

EUGENIE W. MAINE, Co-Trustee

Date: _____

CATHERINE P. WHELAN, Co-Trustee

Date: _____


L. FARNUM JOHNSON, JR., Co-Trustee

Date: _____



JEFFREY J. FAIRFIELD, Co-Trustee

Date: 11/28/2008



JEROME L. LONNES, Co-Trustee

Date: 11/25/2008

I, the undersigned, in my official capacity as Attorney General of Virginia, do hereby concur and consent to the foregoing amendment pursuant to Code § 55-544.18 of the 1950 Code of Virginia, as amended.

ROBERT F. McDONNELL
Attorney General of Virginia

By: _____
Donald R. Ferguson, Esquire
Senior Assistant Attorney General