

The Brooke & Bryan Woodford Irrevocable Trust

The Brooke and Bryan Woodford Irrevocable Trust, herein referred to as the Trust, is entered into between the Settlor's, BRYAN & BROOKE WOODFORD in their individual capacity, here in referred to the "Settlor's", and BRYAN & BROOKE WOODFORD, in their fiduciary capacity as Trustees, sometimes here in referred to as " Trustees".

Where the Settlers and Trustees agree to have the Trustees take title to, and hold in Trust, upon the terms and subject to the uses and purposes listed below, certain property, transferred to the Trustees during the Settlor's lives or pursuant to the terms of either of the Settlor's Will.

ARTICLE 1: APPOINTMENT OF TRUSTEES

The Settlor's appoint themselves as Trustees of this trust and all actions taken by the trust must be made by both Trustee's. Shall either original Trustee be unable to act due to death or incapacity then the remaining Trustee has sole authority. A trustee's authority is valid by and through any individual appointed by the Trustee under a Durable power of Attorney

ARTICLE 2. APPOINTMENT OF SUCCESSOR TRUSTEE

Shall the sole surviving Trustee resign, die, or become incapacitated (by way of invocation of Health care proxy) then any of the Settlor's children who have reached the age of 25 shall inherit the authority of Trustee without having to do anything. If at the time of the surviving original trustee's death, incapacitation, or resignation no child has yet to reach the age

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ARTICLE 2: BENEFICIARIES OF THE TRUST PRINCIPAL

The Beneficiaries of the Trust principal are the Settlor's children, both by birth or adoption, as well as the issue of any deceased children, by birth or adoption. The Trustee's may make distributions of Principal to the Beneficiaries during the lifetime of the Settlor's for any reason. The Trustees may only make distributions of principal for educational expenses that supplement but do not supplant any financial assistance they may receive from any public or private grant program.

ARTICLE 3: BENEFICIARIES OF THE TRUST INCOME

The Beneficiaries of the Trust income are the Settlor's for each of their lifetimes.

ARTICLE 4: UPON THE DEATH OF BOTH SETTLORS

At the death of the last Settlor the Trust is to be divided as followed. The Settlers desire for the well-being of all their children, and deceased children's issue, and hereby authorizes the Trustee(s), to make distributions of income and principal, from each beneficiaries individual Sub Trust Accounts, pursuant to the following terms and provisions:

- a. For beneficiaries who are 17 years old and younger, any Trustee may, at his or her sole discretion, distribute any income and or principal/corpus to the beneficiary's legal representative or to another individual, or entity, for the sole benefit of the beneficiary. With the consent of all trustees reasonable payments can be made to the legal guardian with whom the children reside, form common shelter and necessities, even if the legal guardian is a trustee
- b. For beneficiaries between the ages of 18 and 23, any Trustee may, at his or her sole discretion, distribute any income and, or principal, payable directly to the beneficiary, or to the another individual or entity, for the sole benefit of the beneficiary. With the

consent of all trustees reasonable payments can be made to another, such as the former legal guardian for with whom the beneficiary still resides, for common shelter and food expenses received by the beneficiary.

- c. For beneficiaries between ages 24 and 25 the Trustees must distribute all income from the Beneficiaries Sub Trust Account directly to the Beneficiary quarter annually, and may, at his or her sole discretion, distribute the Sub Trust principal/corpus to the Beneficiary for his or her well-being.
- d. For beneficiaries who have reached the age of 25 but are less than 30, the Trustees must distribute one half of the remaining Sub Trust principal/corpus to the Beneficiary and must continue to distribute all income derived from the remaining Sub Trust principal, payable to the Sub Trust Beneficiary, quarter annually.
- e. For any Beneficiary who has reached the age of 30, including those who were older than 30 at the time of our death, the Trustees must distribute all the remaining Sub Trust Account principal/corpus and income directly to the Beneficiary and the Sub Trust for that Beneficiary shall terminate.
- a. If a Beneficiary of a Sub Trust Account established pursuant to this agreement should die, any remaining principal and undistributed income shall be split evenly amongst all of the remaining Beneficiaries, unless that beneficiary has any issue in which case the issue would be the successor beneficiary of their deceased parent's sub trust account.

ARTICLE 6: TRUSTEE POWERS AND DUTIES

The Trust shall be held subject to the terms and conditions herein, and the Trustees shall have all of the statutory powers granted to the Trustee under the Uniform Statutory Will Act, Massachusetts General Laws Chapter 191B §13, without having to seek approval for any court, unless required to do so by law. The Trustee shall have the discretion to invest as much or as little of the trust principal into vehicles that create no income, some income, or all income.

ARTICLE 7: LIABILITY OF TRUSTEES

- a. No Trustees or successor Trustees shall be required to give any bond, surety or security, for the performances and duties hereunder.
- b. No trustees shall be liable for any error or judgment or for any act or default of any co-fiduciary, but each Trustee shall be liable for his or her willful breach of duty.
- c. The Trustees shall be protected in continuing to make distributions of income or principal until the Trustee shall have actual knowledge of the happening of an event such as attainment of a certain age, death, or other occurrence which would affect such distributions.

ARTICLE 8: REMOVAL, RESIGNATION, AND SUCCESSION OF TRUSTEES

The Trustees may resign at any time by given written notice, delivered personally or by mail, to the Beneficiaries, or their Legal Representatives and attaching a copy here to.

ARTICLE 9: CHANGES TO THE TRUST

This Trust may not be amended or revoked.

ARTICLE 10: USE OF WORDS AND CAPTIONS

Wherever the context so requires, words used herein in one gender shall be applicable to all genders, words used in the singular shall include the plural, and words in the plural shall include the singular. The use of captions and definitions are for reference only and are not meant to govern or affect the interpretation of any part of our wills.

ARTICLE 11: OMISSIONS

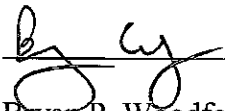
Except to the extent for which the Settlor's have included them in the provisions of this Trust, We have intentionally, and not a result of any accident or mistake, omitted in this will to provide for any heirs.

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ARTICLE 12: DUE EXECUTION OF THIS TRUST AGREEMENT

The Settlor and the Trustees have duly executed this agreement as of the 6th of June, 2013

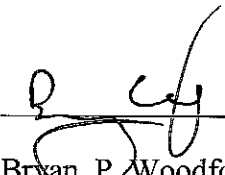
11/11/13
Date


Bryan P. Woodford, Settlor

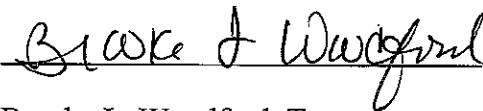
11/11/13
Date


Brooke L. Woodford, Settlor

11/11/13
Date


Bryan P. Woodford, Trustee

11/11/13
Date


Brooke L. Woodford, Trustee

COMMONWEALTH OF MASSACHUSETTS, COUNTY OF PLYMOUTH

Then personally appeared before me the above named BRYAN WOODFORD, BROOKE WOODFORD, and executed the THE BROOKE & BRYAN WOODFORD IRREVOCABLE TRUST as their free act and deed before me.

X 
EDWARD DEVIN

My commission expires: July 29, 2016



EDWARD M. DEVIN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 29, 2016