

**KENLEY D. SQUIER LIVING TRUST**

***First Amendment to Trust***

On May 5, 2011, I, **KENLEY D. SQUIER** of Stowe, Vermont, as settlor, created a trust under a Trust Agreement executed by and between myself as Settlor and with myself as the original trustee (the "Trust"). I remain the current, sole trustee of the Trust (the "Trustee").

On this date, May 16, 2017, pursuant to the power to amend the Trust reserved to me under Article 1.1, I hereby amend the Trust as follows:

1. *I hereby delete **Articles 2, 3, and 4** in their entirety and insert the following new Articles 2, 3, and 4 in their place:*

***"ARTICLE 2: TRUSTEES***

(a) Agreement to Actions. During my lifetime, I may act alone with respect to all matters under this Agreement whether I am serving as the sole Trustee or as a co-Trustee and so long as I am not incapacitated. With respect to all other Trustees, and at all times after my death, if at any time there are two (2) Trustees serving together, they shall act by mutual agreement and if at any time(s) there are more than two (2) Trustees then serving, they shall act by majority vote.

(b) Successor Trusteeship. If at any time I am unable or unwilling to continue to serve as Trustee, **GLEN A. WRIGHT** of Reddick, Florida ("Glen"), shall serve as successor Trustee. If at any time **Glen** is unable or unwilling to serve as Trustee, then **LEIGHTON C. DETORA** of Stowe, Vermont, shall serve as successor Trustee.

(c) Appointment and Removal of Trustees. At such time as I am no longer serving as a Trustee, the individual Trustee(s) then serving may, at any time while serving as Trustee: (i) appoint one or more additional Trustee(s) to serve under this Agreement; (ii) designate one or more successor Trustee(s) to serve at such time as no individual named in paragraph (b) is able or willing to serve; and (iii) remove any Trustee(s) so appointed. Any appointment or removal of

a Trustee shall be in writing, may be made without court intervention, shall be delivered to those individuals to whom such Trustee is required to account, and, for any appointment, shall be acknowledged by the Trustee so appointed.

(d) Incapacity Determination. If the capacity of any individual (including myself) is in question, the following persons shall determine, together and in writing, whether the individual is able to give prompt and appropriate attention to such individual's own financial affairs, or, in the case of an individual then serving as a Trustee, whether such Trustee is capable of administering the Trust Estate: (i) the agent then serving on behalf of the individual under a duly-executed power of attorney for health care decision-making (the "Agent"); and (ii) the primary physician for the individual (or if none, then a disinterested physician selected by the Agent). If there is no Agent then serving, the co-Trustee then serving shall act instead. If there is no co-Trustee then serving, the next successor Trustee(s) named under or appointed pursuant to this Agreement shall act. Any determination of incapacity shall be made in a writing delivered to the incapacitated individual, the adult beneficiaries of the Trust, and any successor Trustee appointed under this Agreement. Upon delivery of such determination in the case of a Trustee, the successor Trustee so appointed shall commence serving and the incapacitated Trustee shall cease to serve until a similar determination is made that the incapacity has ended. Any decisions made under this paragraph as to the onset and duration of the capacity of any individual shall be binding on all persons.

(d) Trustee Compensation. Each Trustee shall be entitled to reasonable compensation for its services, commensurate with the services actually performed. While any individual is serving as a Trustee, I expect, direct, and encourage such individual Trustee to take compensation, appreciating the expertise, energy and focus required of the individual Trustee in administering the Trust Estate and coordinating that work with the needs of the beneficiaries. I acknowledge I have named individual Trustees who have significant expertise and experience in the work I expect will be required in the administration of the Trust Estate and I expect such Trustees to take compensation at a level similar to that charged by professional trustees in accordance with the regularly published fee schedules of such professionals, including additional compensation for special investments such as closely held business interests and commercial real estate. In addition, I expect the individual Trustees may still hire other professionals to assist in

various aspects of the administration of the Trust Estate, and state that doing so should not deter the individual Trustee from taking compensation in keeping with the work and attention required of that Trustee.

***ARTICLE 3: ADMINISTRATION OF TRUST ESTATE AT MY DEATH***

Following my death, the Trustee shall administer the Trust Estate as follows:

2. *In all other respects, the provisions of the Trust shall remain in full force and effect.*

Langrock  
Sperry  
& Wool, LLP

*[Signature Page to Follow]*

**SIGNED UNDER SEAL** as of the date set forth on the face of this First Amendment to Trust.

**In presence of:**

**SETTLOR and TRUSTEE**

Samantha D

Witness #1

[Signature]

Witness #2

Kenley D Squier

**KENLEY D. SQUIER**

**STATE OF VERMONT**

Chittenden COUNTY, SS:

At Burlington, on this date, May 16, 2017,  
KENLEY D. SQUIER appeared before me and acknowledged the execution of this First Amendment to Trust to be a free act and deed.

Before me,

Samantha D

Notary Public

My commission expires: 2/10/2019

697011.1

