

Will of Jan Brady Glass

I, Jan Brady Glass, a resident of Forsyth County, North Carolina, revoke any prior wills and codicils made by me and declare this to be my Will. I am married to George Glass, and have no children. I have two brothers, Greg Brady and Peter Brady.

Article One Distribution of Tangible Personal Property

Section 1.01 Tangible Personal Property

I devise all of my tangible personal property to my husband, if he survives me. If my husband does not survive me, I devise all of my tangible personal property to my brothers, Greg Brady and Peter Brady, in equal shares, or to the survivor of them if only one of them survives me.

My Executor will pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as administration expenses, until such time as such property is delivered to the appropriate beneficiary.

Article Two Distribution of Residuary Estate

I devise all the rest, residue and remainder of my property and estate, wherever situated and of whatever nature (including all lapsed devises and devises which fail for any reason, but excluding any property over which I have a power of appointment, it being my intention not to exercise such power by this provision), to my husband, if he survives me. If my husband does not survive me, I devise my residuary estate to my brothers, Greg Brady and Peter Brady, in equal shares. If either Greg Brady or Peter Brady do not survive me then the deceased brother's share shall pass to his issue, *per stirpes*, or, if none, to the surviving brother.

If I am survived neither by my husband, my brothers, nor any issue of my brothers, then I devise my residuary estate one-half to those persons who would inherit it had I then died intestate owning the property, and one-half to those persons who would inherit it had my husband then died intestate owning such property, all as determined and in the proportions provided by the laws of North Carolina then in effect.

Article Three Executor

I name my husband as my Executor. If George Glass fails or ceases to act as my Executor, I name my housekeeper Alice Nelson as my Executor. My Executor shall serve without bond.

Article Four

General Administrative Provisions

The provisions of this Article apply to my probate estate and to any trust created under my Will.

Section 4.01 Executor Compensation

An individual serving as my Executor is entitled to fair and reasonable compensation for the services rendered as a fiduciary.

Section 4.02 Custodianships

If my Executor is directed to distribute any share of my probate estate to any beneficiary who is under the age of 21 years, my Executor may, in his or her discretion, make such distribution to an adult person duly appointed by such Executor as Custodian for such person under the North Carolina Uniform Transfers to Minors Act or under a similar act of another state. Whenever required to make any distribution hereunder to an adult beneficiary who is disabled or incompetent on the date of distribution, as determined by my Executor in his or her sole discretion, my Executor may make such distribution to a Custodial Trustee appointed by my Executor on behalf of such disabled or incompetent beneficiary, to be held, administered, and distributed pursuant to the Uniform Custodial Trust Act of North Carolina under Chapter 33B of the North Carolina General Statutes, to serve without bond.

Article Five

Powers of My Executor

Section 5.01 Grant of Powers

I hereby grant to my Executor the continuing, absolute discretionary power to deal with any real or personal property held in my estate or owned by me at the time of my death as freely as I might in the handling of my own affairs, including the power to take possession, custody and control of real property which I own at the time of my death, and to sell or lease real property for a term which may extend beyond the administration period of my estate. Such power may be exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with my Executors shall be required to inquire into the propriety of any of their actions. Without limiting the generality of the foregoing, I confer upon my Executor all of the powers set forth in N.C. General Statutes § 32-27, which are hereby incorporated by reference as they exist on the date of my execution of this will, except for General Statutes § 32-27(29), which is expressly not incorporated herein. These powers are granted pursuant to General Statutes § 32-26 and shall be in addition to and not in limitation of the powers granted by General Statutes § 28A-13-3, except for the provisions of General Statutes §§ 28A-13-3(a)(1), 28A-13-3(a)(18) and 28A-13-3(a)(20), which expressly shall not apply to my Executor.

Section 5.02 Alternative Distribution Methods

My Executor may make any payment provided for under my Will or under the terms of any trust established under my will as follows: directly to the beneficiary; in any form allowed by applicable state law for gifts or transfers to minors or persons under a disability; to the beneficiary’s guardian, conservator, agent under a durable power of attorney or caregiver for the benefit of the beneficiary; or by direct payment of the beneficiary’s expenses, made in a manner consistent with the proper exercise of the fiduciary’s duties hereunder. A receipt by the recipient for any such distribution fully discharges my Executor.

Article Six

Provisions for Payment of Debts, Expenses and Taxes

Section 6.01 Payment of Debts and Expenses

I direct that all my legally enforceable debts, secured and unsecured, be paid as soon as practicable after my death, including unpaid charitable pledges, whether or not those pledges are enforceable obligations of my estate, my funeral and burial expenses, including a suitable marker (whether or not those expenses exceed the limitations otherwise imposed by law).

Section 6.02 Payment of Taxes

My Executor shall provide for payment of all estate, inheritance and succession taxes payable by reason of my death (“death taxes”) from my residuary estate as an administrative expense without apportionment and will not seek contribution toward or recovery of any death tax payments from any individual.

Article Seven

Definitions and General Provisions

Section 7.01 “Executor”

The term “Executor” or “Executors” includes any personal representative or representatives of my estate acting under this will such as a successor Executor or Executors and any Administrator with the will annexed. It also includes the term “Executrix” whenever the context requires it.

Section 7.02 “Child,” “Children” and “Issue”

The terms “child” and “children” mean lawful lineal blood descendants in the first degree of the parent designated, and the term “issue” means lawful lineal blood descendants in any degree of the ancestor designated, but such terms shall include any person legally adopted prior to the time that person reaches the age of eighteen (18) and the lawful lineal descendants of any such person, whether of the blood or by adoption prior to such age.

Section 7.03 “Per Stirpes”

Whenever a distribution is to be made under this will to a designated ancestor’s issue who are living at a designated time, and such distribution is to be made “*per stirpes*”, such distribution shall be made by first determining the generation nearest to such ancestor which has a person who represents that generation and who is living at the designated time. The property to be distributed shall be divided into as many equal shares as may be necessary to allocate one share to each then living person of that generation and one share to each deceased person of that generation who left issue who are then living. Each living person of that generation who has not effectively disclaimed his or her share for federal tax purposes shall receive one share, and the share of each deceased person of that generation and of each living person of that generation who has effectively disclaimed his or her share shall be divided among his or her then living issue in the same manner.

Section 7.04 Survivorship Presumption

If my husband and I die under circumstances in which the order of our deaths cannot be established, my husband will be deemed to have survived me.

If any other beneficiary is living at my death, but dies within 30 days thereafter, then the beneficiary will be deemed to have predeceased me for all purposes of my Will.

Section 7.05 General Provisions

The following general provisions and rules of construction apply to my Will:

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word “or” when used in a list of more than two items may function as both a conjunction and a disjunction as the context requires or permits.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and subsections used within my Will are included solely for the convenience and reference of the reader. They have no significance in the interpretation or construction of my Will.

(c) Governing State Law

My Will shall be governed, construed and administered according to the laws of North Carolina as from time to time amended. Questions of administration of any trust established under my Will are to be determined by the laws of the situs of administration of that trust.

(d) Severability

The invalidity or unenforceability of any provision of my Will does not affect the validity or enforceability of any other provision of my Will. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of my Will are to be interpreted and construed as if any invalid provision had never been included in my Will.

I, Jan Brady Glass, sign my name to this instrument on October 31, 2012, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my will, that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Jan Brady Glass, Testator

We, Joe Namath, Davy Jones, and Desi Arnaz, Jr., the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as her last will and that she signs it willingly (or willingly directs another to sign for her), and that each of us, in the presence and hearing of the Testator, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Name of Witness

Address (City, State)

Joe Namath

Davy Jones

Desi Arnaz, Jr.

NORTH CAROLINA)
)
FORSYTH COUNTY)

Subscribed, sworn to and acknowledged before me by Jan Brady Glass, the Testator, and subscribed and sworn to before me by Joe Namath, Davy Jones, and Desi Arnaz, Jr., the witnesses, this day, October 31, 2012.

Notary Public

My commission expires:

This will was drafted by _____, Attorney, at the direction of Jan Brady Glass.

**Will
of
Carol A. Brady**

I, Carol A. Brady, a resident of Forsyth County, North Carolina, revoke any prior wills and codicils made by me and declare this to be my Will. I am married to Michael B. Brady, and have one child, Marcia C. Brady, born on January 1, 2000.

**Article One
Distribution of Tangible Personal Property**

Section 1.01 Tangible Personal Property

I devise all of my tangible personal property to my husband, if he survives me. If my husband does not survive me, I direct my Executor, in its discretion, either to (i) distribute such tangible personal property, or the proceeds of its sale, to my child, Marcia C. Brady, in such manner as my Executor determines or (ii) add any or all of such property, or the proceeds of its sale, to my residuary estate.

I may leave a writing which, although not a part of my Will, expresses my desires concerning the disposition of my tangible personal property. I request, but do not require, that my wishes as set forth in any such writing be observed.

My Executor will pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as administration expenses, until such time as such property is delivered to the appropriate beneficiary.

**Article Two
Distribution of Residuary Estate**

I devise all the rest, residue and remainder of my property and estate, wherever situated and of whatever nature (including all lapsed devises and devises which fail for any reason, but excluding any property over which I have a power of appointment, it being my intention not to exercise such power by this provision), to my husband, if he survives me. If my husband does not survive me, my residuary estate shall be held in a trust and administered in accordance with Article Three of this Will titled "Trust for Marcia C. Brady."

**Article Three
Trust for Marcia C. Brady**

The trust for my daughter, Marcia C. Brady, will be administered as follows:

Until Marcia C. Brady attains age 25 years, my Trustee may distribute to her as much of the income and principal of the trust as the Trustee, in its sole and absolute discretion, determines is necessary or advisable for her health, education, maintenance or support. My Trustee shall add any undistributed net income to principal. When Marcia C. Brady reaches the age of 25 years, all remaining trust property shall be distributed to her, outright and free of trust. If Marcia C. Brady dies before attaining age 25, or before the trust is otherwise terminated, all remaining trust property shall be distributed to Marcia C. Brady's estate.

Article Four Designation of Fiduciaries

Section 4.01 Executor

I name my husband as my Executor. If Michael B. Brady fails or ceases to act as my Executor, I name my housekeeper Alice Nelson as my Executor.

Section 4.02 Guardian

I name my housekeeper Alice Nelson and my butcher Sam Franklin, or the survivor of them, as guardians of Marcia C. Brady if appointment of a guardian becomes necessary.

Section 4.03 Successor Trustee

If Cousin Oliver fails or ceases to serve as Trustee of the Trust for Marcia C. Brady, I name Darren Stevens to serve as Trustee.

Article Five Trust Administration Provisions

The provisions of this Article pertain to any trust created under my Will. The terms of any trust created under my Will prevail over any provision of North Carolina law except those provisions that are mandatory and may not be waived.

Section 5.01 Resignation or Removal of a Trustee

A Trustee may resign by giving notice to the beneficiaries of the trust and to any other Trustee then serving.

No Trustee can be removed by any beneficiary, except for cause, which removal must be approved by a court of competent jurisdiction upon the petition of any beneficiary. In no event will the court petitioned to approve the removal of a Trustee acquire any jurisdiction over the trust except to the extent necessary to approve or disapprove removal of a Trustee. If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

Section 5.02 Notice of Removal and Appointment

Notice of removal must be in writing and delivered to the Trustee being removed and to any other Trustees then serving. The notice of removal will be effective in accordance with its provisions.

Notice of appointment must be in writing and delivered to the successor Trustee and any other Trustees then serving. The appointment will become effective at the time of acceptance by the successor Trustee.

Section 5.03 Trust Accounting

Except to the extent required by law, my Trustee is not required to file accountings in any jurisdiction. Upon the written request of a Qualified Beneficiary of a trust created under my Will, my Trustee must render an accounting to the Qualified Beneficiaries of that trust during the accounting period that includes the date of the written request.

Section 5.04 Authority to Terminate Trusts

If, at any time, my Trustee, in its sole and absolute discretion, determines that a trust created under my Will is no longer economical or is otherwise inadvisable to administer as a trust, or if my Trustee deems it to be in the best interest of my beneficiaries, my Trustee, without further responsibility, may terminate the trust and distribute the trust property, including any undistributed net income to my daughter, subject to the provisions of this Will.

Article Six General Administrative Provisions

The provisions of this Article apply to my probate estate and to any trust created under my Will.

Section 6.01 No Bond

No Fiduciary is required to furnish any bond for the faithful performance of the Fiduciary's duties, unless required by a court of competent jurisdiction and only if the court finds that a bond is needed to protect the interests of the beneficiaries. No surety is required on any bond required by any law or rule of court, unless the court specifies that a surety is necessary.

Section 6.02 Fiduciary Compensation

An individual serving as my Fiduciary is entitled to fair and reasonable compensation for the services rendered as a fiduciary.

Section 6.03 Custodianships

If my Fiduciary is directed to distribute any share of my probate estate to any beneficiary who is under the age of 21 years, my Fiduciary may, in his or her discretion, make such distribution to an adult person duly appointed by such Fiduciary as Custodian for such person under the North

Carolina Uniform Transfers to Minors Act or under a similar act of another state. Whenever required to make any distribution hereunder to an adult beneficiary who is disabled or incompetent on the date of distribution, as determined by my Fiduciary in his or her sole discretion, my Fiduciary may make such distribution to a Custodial Trustee appointed by my Fiduciary on behalf of such disabled or incompetent beneficiary, to be held, administered, and distributed pursuant to the Uniform Custodial Trust Act of North Carolina under Chapter 33B of the North Carolina General Statutes, to serve without bond.

Article Seven

Powers of My Fiduciaries

Section 7.01 Grant of Powers

I hereby grant to my Executor the continuing, absolute discretionary power to deal with any real or personal property held in my estate or owned by me at the time of my death as freely as I might in the handling of my own affairs, including the power to take possession, custody and control of real property which I own at the time of my death, and to sell or lease real property for a term which may extend beyond the administration period of my estate. Such power may be exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with my Executors shall be required to inquire into the propriety of any of their actions. Without limiting the generality of the foregoing, I confer upon my Executor all of the powers set forth in N.C. General Statutes § 32-27, which are hereby incorporated by reference as they exist on the date of my execution of this will, except for General Statutes § 32-27(29), which is expressly not incorporated herein. These powers are granted pursuant to General Statutes § 32-26 and shall be in addition to and not in limitation of the powers granted by General Statutes § 28A-13-3, except for the provisions of General Statutes §§ 28A-13-3(a)(1), 28A-13-3(a)(18) and 28A-13-3(a)(20), which expressly shall not apply to my Executor.

My Trustee shall have all the powers conferred by the North Carolina Uniform Trust Code, Chapter 36C of the General Statutes of North Carolina. Such powers may be exercised without court order and only in a fiduciary capacity.

Section 7.02 Alternative Distribution Methods

My Fiduciary may make any payment provided for under my Will or under the terms of any trust established under my will as follows: directly to the beneficiary; in any form allowed by applicable state law for gifts or transfers to minors or persons under a disability; to the beneficiary's guardian, conservator, agent under a durable power of attorney or caregiver for the benefit of the beneficiary; or by direct payment of the beneficiary's expenses, made in a manner consistent with the proper exercise of the fiduciary's duties hereunder. A receipt by the recipient for any such distribution fully discharges my Fiduciary.

Article Eight

Provisions for Payment of Debts, Expenses and Taxes

Section 8.01 Payment of Debts and Expenses

I direct that all my legally enforceable debts, secured and unsecured, be paid as soon as practicable after my death, including unpaid charitable pledges, whether or not those pledges are enforceable obligations of my estate, my funeral and burial expenses, including a suitable marker (whether or not those expenses exceed the limitations otherwise imposed by law).

Section 8.02 Payment of Taxes

My Executor shall provide for payment of all estate, inheritance and succession taxes payable by reason of my death (“death taxes”) from my residuary estate as an administrative expense without apportionment and will not seek contribution toward or recovery of any death tax payments from any individual.

Article Nine

Definitions and General Provisions

Section 9.01 “Executor,” “Trustee” and “Fiduciary”

The term “Executor” or “Executors” includes any personal representative or representatives of my estate acting under this will such as a successor Executor or Executors and any Administrator with the will annexed. It also includes the term “Executrix” whenever the context requires it. The term “Trustee” or “Trustees” includes any Trustee or Trustees acting under a trust to which property passes pursuant to this will, and the term “fiduciary” or “fiduciaries” includes both an Executor and a Trustee.

Section 9.02 “Child,” “Children” and “Issue”

The terms “child” and “children” mean lawful lineal blood descendants in the first degree of the parent designated, and the term “issue” means lawful lineal blood descendants in any degree of the ancestor designated, but such terms shall include any person legally adopted prior to the time that person reaches the age of eighteen (18) and the lawful lineal descendants of any such person, whether of the blood or by adoption prior to such age.

Section 9.03 “Per Stirpes”

Whenever a distribution is to be made under this will to a designated ancestor’s issue who are living at a designated time, and such distribution is to be made “*per stirpes*”, such distribution shall be made by first determining the generation nearest to such ancestor which has a person who represents that generation and who is living at the designated time. The property to be distributed shall be divided into as many equal shares as may be necessary to allocate one share to each then living person of that generation and one share to each deceased person of that generation who left issue who are then living. Each living person of that generation who has not

effectively disclaimed his or her share for federal tax purposes shall receive one share, and the share of each deceased person of that generation and of each living person of that generation who has effectively disclaimed his or her share shall be divided among his or her then living issue in the same manner.

Section 9.04 Survivorship Presumption

If my husband and I die under circumstances in which the order of our deaths cannot be established, my husband will be deemed to have survived me.

If any other beneficiary is living at my death, but dies within 30 days thereafter, then the beneficiary will be deemed to have predeceased me for all purposes of my Will.

Section 9.05 General Provisions

The following general provisions and rules of construction apply to my Will:

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word “or” when used in a list of more than two items may function as both a conjunction and a disjunction as the context requires or permits.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and subsections used within my Will are included solely for the convenience and reference of the reader. They have no significance in the interpretation or construction of my Will.

(c) Governing State Law

My Will shall be governed, construed and administered according to the laws of North Carolina as from time to time amended. Questions of administration of any trust established under my Will are to be determined by the laws of the situs of administration of that trust.

(d) Severability

The invalidity or unenforceability of any provision of my Will does not affect the validity or enforceability of any other provision of my Will. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of my Will are to be interpreted and construed as if any invalid provision had never been included in my Will.

I, Carol A. Brady, sign my name to this instrument on October 31, 2012, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my will, that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Carol A. Brady, Testator

We, Joe Namath, Davy Jones, and Desi Arnaz, Jr., the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as her last will and that she signs it willingly (or willingly directs another to sign for her), and that each of us, in the presence and hearing of the Testator, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Name of Witness

Address (City, State)

Joe Namath

Davy Jones

Desi Arnaz, Jr.

The Carol A. Brady Revocable Trust Agreement Dated October 31, 2012

Article Ten Establishing my Trust

This Revocable Trust Agreement is entered into this 31st day of October, 2012, by and between Carol A. Brady, of Forsyth County, North Carolina, as Grantor, who is referred to in this trust instrument in the first person; and Carol A. Brady, as Trustee. I am married to Michael B. Brady and have one child, Marcia C. Brady, born on January 1, 2000.

Section 10.01 Statement of Trust

At the time of execution of this agreement, I transfer, convey and assign to the Trustee the sum of Ten Dollars (\$10.00) in cash. My Trustee shall hold, administer and dispose of this property (together with all additions thereto and all reinvestments thereof) for my benefit and for the benefit of my beneficiaries, in accordance with the terms of this agreement. The Trust shall be known as the "Carol A. Brady Revocable Trust Agreement dated October 31, 2012 (the "Trust").

Section 10.02 Powers Reserved by Grantor

As Grantor, I retain the power to: act for and conduct business on behalf of my trust without the consent of any other Trustee; review and change my Trustee's investment decisions; add to or remove any property from my trust; amend or revoke this agreement, in whole or in part, for any purpose, by a writing signed by me and delivered to the Trustee; and control the distribution of income and principal from my trust.

Article Eleven Disposition of Trust Property During Grantor's Lifetime

During my lifetime, the Trustee may distribute all or any portion of the trust property to me in such amounts and at such times as the Trustee, in its discretion, may determine. In addition, the Trustee shall dispose of the trust property as I may direct from time to time orally or in writing

Article Twelve Distribution of Trust Property During Grantor's Incapacity

During any period in which I am incapacitated, the Trustee shall regularly and conscientiously make appropriate distributions of the net income and principal of the Trust to me or on my behalf for my general welfare and comfort under the circumstances existing at the time those distributions are made.

The Trustee may also distribute as much of the net income and principal of the trust as my Trustee deems necessary for the health, education, maintenance or support of my wife and/or my children. I request, but do not require, that my Trustee consider the respective needs of my wife and children as well as other income and resources available to them in making distributions under this Article, and the Trustee may exclude any of the beneficiaries or may make unequal distributions among them.

A distribution made to a beneficiary under this Section will not be considered to be an advancement to him or her, and will not be charged against the share of the beneficiary that is later distributable to him or her under any other provision of this agreement

Article Thirteen

Disposition of Trust Property After Grantor's Death

Upon my death, my trust shall become irrevocable.

Section 13.01 Payment of Expenses and Taxes

The Trustee may, but shall not be required to, pay from the trust property: expenses of my last illness, my funeral and burial expenses, claims against my estate, and expenses of administering the trust and my estate, and any taxes owed as a result of my death.

Section 13.02 Coordination with Executor

The Trustee shall attempt to coordinate my trust property and my estate with the Executor, if any. The Trustee may, but is not required to:

Rely upon the written request of the Executor for payments authorized under this Article and the amounts included in those payments, without computing the sums involved.

Accept or decline any distributions of property tendered to the Trustee by the Executor.

Distribute cash or other trust property, including accrued income, to my probate estate as a beneficiary of this trust.

Make tax elections as provided by law; provided that, the discretionary authority granted to the Trustee as to any tax election will be subordinate to the Executor's statutorily-delegated authority.

Article Fourteen

Disposition of Tangible Personal Property

Upon my death, I direct the Trustee to distribute all of my tangible personal property to my husband, Michael B. Brady, if he survives me. If my husband does not survive me, I direct the Trustee, in its discretion, either to (i) distribute such tangible personal property, or the proceeds of its sale, to my child, Marcia C. Brady, in such manner as my Executor determines or (ii) add any or all of such property, or the proceeds of its sale, to the remainder of my trust estate.

I may leave a writing which expresses my desires concerning the disposition of my tangible personal property. I request, but do not require, that my wishes as set forth in any such writing be observed.

The Trustee will pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as administration expenses, until such time as such property is delivered to the appropriate beneficiary.

Article Fifteen

Disposition of Remaining Trust Property

Upon my death, I direct the Trustee to distribute all remaining trust property to my husband, Michael B. Brady, if he survives me. If my husband does not survive me, I direct the Trustee to hold and administer the trust property, in trust, for the benefit of my daughter, Marcia C. Brady, as follows:

Until Marcia C. Brady attains age 25 years, the Trustee may distribute to her as much of the income and principal of the trust as the Trustee, in its sole and absolute discretion, determines is necessary or advisable for her health, education, maintenance or support. The Trustee shall add any undistributed net income to principal. When Marcia C. Brady reaches the age of 25 years, all remaining trust property shall be distributed to her, outright and free of trust. If Marcia C. Brady dies before attaining age 25, or before the trust is otherwise terminated, all remaining trust property shall be distributed to Marcia C. Brady's estate.

Article Sixteen

Trustee Succession Provisions

Section 16.01 Resignation or Removal of a Trustee

A Trustee may resign by giving written notice to me, except that during any time in which I am incapacitated, or after my death, a Trustee may resign by giving written notice to my husband, Michael B. Brady and any other Trustees.

I may remove any Trustee at any time, with or without cause. If a Trustee is removed, resigns or cannot continue to serve for any reason, the remaining Trustees may continue to serve without naming a successor Trustee.

Section 16.02 Successor Trustees

During any time in which I am incapacitated or upon my death, my husband, Michael B. Brady shall serve as Trustee. If Michael B. Brady fails or ceases to serve as Trustee, then my housekeeper, Alice Nelson shall serve as Trustee. If Alice Nelson fails or ceases to serve as Trustee, then Cousin Oliver shall serve as Trustee.

Section 16.03 Notice of Removal and Appointment

Notice of the removal of a trustee must be in writing and delivered to the Trustee who is being removed, along with any other Trustees then serving. The notice of removal will become effective in accordance with its provisions.

Notice of appointment of a Trustee must be in writing and delivered to the successor Trustee and any other Trustees then serving. The appointment shall become effective at the time of acceptance by the successor Trustee. A copy of the notice of appointment may be attached to this agreement.

Section 16.04 Appointment of a Co-Trustee

Any individual Trustee may appoint a Co-Trustee. Any Trustee so appointed shall serve only as long as the Trustee who appointed such him or her continues to serve as a Trustee (or, if such Co-Trustee was named by more than one Trustee acting together, by the last to serve of such Trustees), and such Co-Trustee will not become a successor Trustee upon the death, resignation, or incapacity of the Trustee who appointed such Co-Trustee, unless so appointed under the terms of this agreement. Any Trustee who appoints a Co-Trustee may revoke the appointment at any time, with or without cause.

Section 16.05 Incapacity of a Trustee

If any Trustee becomes incapacitated, it shall not be necessary for the incapacitated Trustee to resign as Trustee. A written declaration of incapacity by the Co-Trustee or Co-Trustees, if any, or, if none, by the party designated to succeed the incapacitated Trustee, if made in good faith, will terminate the trusteeship after 30 days after delivery of the declaration. If the Trustee designated in the written declaration objects, in writing, to termination of his or her trusteeship within 30 days after receiving the declaration of incapacity, a written opinion of incapacity signed by a physician who has examined the incapacitated Trustee must be obtained before the trusteeship will be terminated. Any Trustee objecting to termination of his or her trusteeship must sign the necessary medical releases needed to obtain the written opinion of capacity or incapacity by a physician selected by the other Co-Trustees, or his or her trusteeship will be terminated without a physician's written opinion, effective 30 days after receipt of the written declaration by him or her.

Article Seventeen

Trust Administration

Section 17.01 No Court Proceedings

The Trustee shall administer this trust expeditiously, consistent with the provisions of this agreement, free of judicial intervention, and without order, approval or action of any court. If the Trustee or another interested party institutes a legal proceeding, the court will acquire jurisdiction only to the extent jurisdiction is sought in that particular proceeding. Any proceeding to seek instructions or a determination from the court may be initiated only in the court having original jurisdiction over matters relating to the construction and administration of trusts. Seeking instructions or a court determination is not to be construed as subjecting this trust to the continuing jurisdiction of the court.

Section 17.02 No Bond

The Trustee shall not be required to furnish any bond for the faithful performance of its duties, unless required by a court of competent jurisdiction, and only if the court finds that a bond is needed to protect the interests of the beneficiaries. No surety will be required on any bond required by any law or rule of court, unless the court specifies that a surety is necessary.

Section 17.03 Exoneration of My Trustee

No successor Trustee shall be obligated to examine the accounts, records or actions of any previous Trustee or of the Executor of my estate, but this shall not prohibit any successor Trustee from demanding an accounting from a prior Trustee. No successor Trustee may be held responsible for any act, omission or forbearance by any previous Trustee or by the Executor of my estate.

Any Trustee may request and obtain agreements in writing from the beneficiaries or from their Legal Representatives, releasing and indemnifying the Trustee from any liability that may have arisen from the Trustee's acts, omissions, or forbearances. Any such agreement, if acquired from all the living beneficiaries of the trust or from their Legal Representatives, shall be conclusive and binding on all parties, born or unborn, who may have, or who may in the future acquire, an interest in the trust.

Section 17.04 Trustee Compensation

Any individuals serving as Trustee, other than me, shall be entitled to fair and reasonable compensation for their services rendered as a fiduciary.

In addition to receiving compensation, a Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out the Trustee's duties under this agreement.

Section 17.05 Trust Accountings

Except to the extent required by law, my Trustee shall not be required to file accountings in any jurisdiction. Upon the written request of a beneficiary of a trust created under my Will, my Trustee must render an accounting to the beneficiaries of that trust during the accounting period that includes the date of the written request.

The accounting must include the receipts, expenditures, and distributions from the trust for which the accounting is prepared occurring during the accounting period. If a tax return has been prepared for a trust during a period for which a trust accounting is made, the Trustee's accounting must include a copy of that tax return. If there is no tax return prepared for the accounting period, the Trustee's accounting must include a balance sheet itemizing the trust property and my Trustee's reasonable estimation of the value of the assets held in the trust as of the date the accounting is completed

Section 17.06 Authority to Merge or Sever Trusts

My Trustee may merge and consolidate the assets of more than one trust and administer the assets as one trust, if the two trusts contain substantially the same terms for the same beneficiaries and at least one Trustee in common. My Trustee may divide one trust into two or more separate trusts and shall accomplish the division by severing the trust on a fractional basis as set forth in N.C. General Statutes § 36C-4-417.

My Trustee may exercise all powers granted under § 36C-4-417 to consolidate or divide trusts and shall administer the consolidated or divided trusts in accordance with the terms of this Agreement.

Section 17.07 Authority to Terminate Trusts

If, at any time, my Trustee, in its sole and absolute discretion, determines that a trust created under this Agreement is no longer economical or is otherwise inadvisable to administer as a trust, or if my Trustee deems it to be in the best interest of my beneficiaries, my Trustee, without further responsibility, may terminate the trust and distribute the trust property, including any undistributed net income to the beneficiaries, as determined by the trustee.

Section 17.08 Trustee's Powers

Unless otherwise specifically provided in this agreement, my Trustee may exercise the powers conferred by this agreement without prior approval from any court, including, without limitation, those powers set forth under the laws of the State of North Carolina or any other jurisdiction whose law applies to this trust. The powers set forth in Chapter 36C of the North Carolina General Statutes are specifically incorporated into this trust agreement.

My Trustee shall exercise my Trustee's powers in the manner which my Trustee determines to be in the best interests of the beneficiaries. My Trustee must not exercise any power in a manner

that is inconsistent with the right of the beneficiaries to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

My Trustee may have duties and responsibilities in addition to those described in this agreement. I encourage any individual serving as Trustee to obtain appropriate legal advice if my Trustee has any questions concerning its duties and responsibilities as Trustee.

Article Eighteen General Provisions

Section 18.01 Spendthrift Provision

Neither the income nor the principal of any trust created under this trust agreement may be assigned, anticipated, encumbered, alienated, or otherwise voluntarily transferred in any manner by any beneficiary. In addition, neither the income nor the principal of any trust created under this trust agreement shall be subject to attachment, bankruptcy proceedings or any other legal process, to the interference or control of creditors or others, or otherwise subject to any involuntary transfer.

This Section shall not restrict a beneficiary's right to disclaim any interest or the exercise of any power of appointment granted in this agreement.

Section 18.02 Survivorship Presumption

If my husband and I die under circumstances in which the order of our deaths cannot be established, my husband will be deemed to have survived me.

If any other beneficiary is living at my death, but dies within 30 days thereafter, then the beneficiary will be deemed to have predeceased me for all purposes of this trust.

Section 18.03 Definitions

For purposes of this agreement, the following terms shall have the following meanings:

(a) Incapacity

Unless otherwise provided in this agreement, a person shall be deemed to be incapacitated in any of the following circumstances.

(1) The Opinion of Two Licensed Physicians

An individual shall be deemed to be incapacitated whenever, in the opinion of two licensed physicians, the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age, illness, use of prescription medications, drugs or other substances, or any other cause. If an individual whose

capacity is in question refuses to provide necessary documentation or otherwise submit to examination by licensed physicians, that individual will be deemed to be incapacitated.

An individual shall be deemed to be restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual shall be deemed to be incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent or legally incapacitated.

Section 18.04 General Provisions and Rules of Construction

The following general provisions and rules of construction apply to this agreement:

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word "or" when used in a list of more than two items may function as both a conjunction and a disjunction as the context requires or permits.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and subsections used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

(c) Governing State Law

This agreement shall be governed, construed, and administered according to the laws of North Carolina as from time to time amended, except as to trust property required by law to be governed by the laws of another jurisdiction.

(d) Severability

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this agreement are to be interpreted and construed as if the invalid provision had never been included in this agreement.

(e) Effective Date

This instrument shall be effective immediately upon execution by me and at least one Trustee, whether or not executed by all the Trustees at that time.

I have executed this agreement on October 31, 2012. This trust instrument is effective when signed by me, whether or not now signed by a Trustee.

Carol A. Brady, Grantor and Trustee

NORTH CAROLINA

)

) ss.

FORSYTH COUNTY

)

I, _____, Notary Public, certify that Carol A. Brady, Grantor and Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this day, October 31, 2012.

[Seal]

Notary Public

My commission expires: _____