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RICHARD R. ROOKER, Clerk
By ... Deputy

# LAST WILL AND TESTAMENT OF ANGY C. SHARPE

I, Angy C. Sharpe, of Suffolk, Virginia, revoke any prior Wills and Codicils and declare this to be my Last Will and Testament.

## ARTICLE I

### Family Information

I am married to Larry O. Sharpe and any reference to my Husband shall be to him. My children born before the date of my Will are Harry L. Sharpe and India S. Meissel.

## ARTICLE II

### Tangible Personal Property

A. **Memorandum of Wishes.** I may leave a writing disposing of some or all of my tangible personal property. If I do so and the writing can be incorporated by reference into this Will or otherwise be legally binding, I direct that it be incorporated or followed and prevail over the disposition below in this Article. If the writing is not legally binding, I request that my wishes, as expressed in that writing, be followed. This provision shall apply whether the writing is executed before or after this Will.

B. **General Gift of Tangible Personal Property.** I give all my tangible personal property (other than items effectively disposed of above) to my Husband, if he survives me. If my Husband does not survive me, my Executor is authorized to sell any such property that my Executor may determine I would not wish to have preserved for my children and to add the proceeds of sale to my estate. I give the balance of such property to such of my children as survive me, in equal shares.

C. **Gift Includes Insurance.** A gift of property under this Article includes my rights under any insurance policies related to such property or the proceeds of such policies.

ACS



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Karen Johnson Davidson County
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D. **Survivorship.** Except when I may have specifically provided otherwise, any gift to an individual under this Article shall take effect only if the individual survives me, and no anti-lapse rule shall apply.

## ARTICLE III

### Residue

I dispose of the rest, residue and remainder of my estate, real and personal ("my Residuary Estate"), including any property mentioned above but not effectively disposed of, as follows:

A. **If My Husband Survives.** If my Husband survives me, I give my Residuary Estate, real and personal, to my Husband.

B. **If My Husband Does Not Survive.** If my Husband does not survive me, I give my Residuary Estate, real and personal, to my descendants who survive me, per stirpes. Notwithstanding anything herein to the contrary, any share directed by the foregoing provisions of this paragraph to be distributed to my granddaughter, Austin Meissel, shall be held pursuant to the terms of the Supplemental Needs Trust below, of which Austin Meissel shall be the Beneficiary.

C. **Simultaneous Death.** If my Husband and I die simultaneously or under such circumstances that the order of our deaths cannot be determined, I shall be deemed to have survived him for purposes of this Article. Further, I shall be deemed to have survived my Husband if I actually survive him for any period of time, however short.

## ARTICLE IV

### Supplemental Needs Trust Provisions

Notwithstanding anything to the contrary, any property disposed of hereunder or any trust created hereunder that is directed to be held in this Will pursuant to the terms of a Supplemental Needs Trust shall be administered as a separate trust pursuant to the terms of this Article. I direct that such trust be administered as follows:

A. **Payment of Benefits.** The Trustee (excluding, however, any Interested Trustee) shall, at any time and from time to time, apply for the benefit of the Beneficiary, so much (even to the extent of the whole) of the income and/or principal of this trust as the Trustee (other than any Trustee who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits) shall deem advisable, subject to the limitations set forth below. The Trustee shall add to the principal of this trust the balance of net income not so applied.

B. **Intent of Trust.** It is my intent to create a Supplemental Needs Trust. I intend that the trust assets be used to supplement and not supplant, impair or diminish, any benefits or assistance of any Federal, state, county, city, or other governmental entity for which the Beneficiary may otherwise be eligible or which the Beneficiary may be receiving. Consistent with that intent, it is my desire that, before expending any amounts from net income and/or principal of this trust, the Trustee consider the availability of all benefits from government or private assistance programs for which the Beneficiary may be eligible and that, where appropriate and to the extent possible, the Trustee endeavors to maximize the collection of such benefits and to facilitate the distribution of such benefits for the benefit of the Beneficiary.

C. **No Reduction of Benefits.** Subject to the provisions of the paragraph entitled Discretionary Distributions, none of the income or principal of this trust shall be applied in such a manner as to supplant, impair or diminish benefits or assistance of any Federal, state, county, city, or other governmental entity for which the Beneficiary may otherwise be eligible or which the Beneficiary may be receiving.

D. **No Revocation or Assignment.** The Beneficiary does not have the legal authority or power: (i) to revoke or terminate the trust, (ii) or the use of the trust assets for the Beneficiary's food, clothing or shelter needs, or (iii) direct the use of the trust principal for the Beneficiary's support and maintenance. Additionally, the Beneficiary cannot assign, encumber nor sell the Beneficiary's beneficial interest in the trust.

E. **Use of Income and Principal.** The trust income and principal may, in the sole and absolute discretion of the Trustee (excluding, however, any Interested Trustee) (other than any Trustee who shall have a Developmental Disability, Mental Illness or Persistent Disability

and shall be eligible for Government Benefits), be used to provide the Beneficiary with extra and supplemental care, maintenance, support and education and will not be made available to provide primary support for the Beneficiary, including, but not limited to, basic food, clothing and shelter. The Trustee (excluding, however, any Interested Trustee) and other than any Trustee who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits is authorized to make trust distributions to or on the Beneficiary's behalf in such a manner that the Beneficiary's life will be enriched and made more enjoyable, including, but not limited to, recreational and vacation opportunities away from places of residence, expenses for traveling companions, if requested or necessary, entertainment expenses and social services expenses. The Trustee (excluding, however, any Interested Trustee) and other than any Trustee who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits is authorized to expend the trust property to obtain more sophisticated and/or extensive medical and/or dental treatment than may otherwise be available to the Beneficiary and to seek private rehabilitative and/or educational training. I desire that the Beneficiary be able to maintain contact with his or her children and other family members, and the Trustee (excluding, however, any Interested Trustee) and other than any Trustee who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits is authorized to expend trust income and/or principal for transportation costs for the Beneficiary or other family members to facilitate such contacts. I desire that the Trustee exercises the discretionary powers conferred in this Article in such a manner as will provide flexibility in the administration of the trust, and, in exercising such powers, the decision of the Trustee shall be conclusive as to the advisability of any distribution of income and/or principal, and as to the person or persons to or for whom such distribution is to be made, and such decision shall not be subject to judicial review.

F. **Use of Residence.** To the extent consistent with a Supplemental Needs Trust, the Trustee may acquire, hold, and maintain any residence (whether held as real property, condominium, or cooperative apartment) for investment or for the use and benefit of the Beneficiary of this trust, as the Trustee (other than any Trustee who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits)

shall determine, including allowing the Beneficiary the exclusive right to occupy and use the real property and to permit members of the Beneficiary's family or friends or medical or household employees (including independent contractors) for the Beneficiary also to occupy the property with the Beneficiary. If the Trustee (other than any Trustee who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits) shall determine that it would be in the best interests of the Beneficiary to maintain a residence for the use of the Beneficiary but that the residence owned by the Trustee should not be used for such purpose, the Trustee shall be authorized to sell said residence and to apply the net proceeds of sale to the purchase of such other residence or residences or to make such other arrangements as the Trustee (other than any Trustee who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits) shall deem suitable for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above are to be added to the principal of the trust and thereafter held, administered, and disposed of as a part thereof. The Trustee shall use the proceeds to pay all carrying charges of such residence, including but not limited to any taxes, assessments, and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of household employees (including independent contractors), and other expenses incident to the maintenance of a household for the benefit of the Beneficiary of the trust, to expend such amounts as the Trustee (other than any Trustee who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits) shall determine to be necessary to maintain the current life style of the Beneficiary, including, but not limited to, providing for the personal care and comfort of the Beneficiary in any manner.

G. **Discretionary Distributions.** Notwithstanding any other provisions contained in this Article, the Trustee (excluding, however, any Interested Trustee and other than any Trustee who has or shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits) may make distributions to meet the Beneficiary's need for food, clothing, shelter or health care even if such distributions may result in an impairment, diminution or elimination of the Beneficiary's receipt or eligibility for Government Benefits but only if the Trustee determines that (i) the Beneficiary's needs will be better met if such

distribution is made, and (ii) it is in the Beneficiary's best interest to suffer the consequent effect, if any, on the Beneficiary's eligibility for or receipt of Government Benefits; provided, however, that if the mere existence of the Trustee's authority to make distributions pursuant to this paragraph shall result in the Beneficiary's loss of Government Benefits, regardless of whether such authority is actually exercised, this paragraph shall be null and void and the Trustee's authority to make such distributions shall cease and shall be limited as otherwise provided elsewhere in the Article, without exception.

H. **Limited Power to Amend.** The Trustee (excluding, however, any Interested Trustee and other than any Trustee who has or shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits) may, by an instrument in writing, amend this Trust in any manner required to protect the Beneficiary's eligibility for public benefits or assistance including Medicaid or SSI, or to meet any of my intentions or objectives set forth in this Trust. This includes amending this Trust in order to conform the Trust to current federal or state law. No amendment under this paragraph may increase the class of beneficiaries. Any expenses in this regard, including reasonable attorneys' fees, shall be a proper charge to the Trust. No Trustee shall be liable for any loss of Trust assets, except for any loss caused by the Trustee's bad faith, wanton conduct or negligence.

I. **Death of Beneficiary.** If the property directed to be held pursuant to this Article was not also directed to be held in trust under another Article of this Will, then upon the death of the Beneficiary, the Trustee shall pay over and distribute the principal and undistributed income of such trust as provided in this Article of this Will entitled "Residue" as though I had died immediately after the death of the Beneficiary.

J. **Definition of Beneficiary.** For purposes of this Article, the term "Beneficiary" shall mean the person for whose benefit the property was directed to be held in a Supplemental Needs Trust hereunder.

## ARTICLE V

### Takers of Last Resort

My Executor or the Trustee shall distribute any property that is not otherwise disposed of under this Will to the persons who would have inherited my personal estate, and in the shares that they would have inherited it had I died a resident of the Commonwealth of Virginia, unmarried and without a valid Will.

## ARTICLE VI

### Maximum Duration for Trusts

A. **Maximum Duration for Trusts Defined.** The Maximum Duration for Trusts shall end on the date twenty-one (21) years after the death of the last to die of the measuring lives described in the paragraph below entitled "Measuring Lives."

B. **Measuring Lives.** The measuring lives under the paragraph above entitled "Maximum Duration for Trusts Defined" shall consist of those of the following individuals who are living at the time that the application of such rules limiting the maximum duration of trusts is deemed to begin: my Husband and all of my descendants.

## ARTICLE VII

### Spendthrift Provision

A. **No Assignment.** Each trust shall be a spendthrift trust to the maximum extent permitted by law and no interest in any trust hereunder shall be subject to a beneficiary's liabilities or creditor claims, assignment or anticipation.

B. **Protection from Creditors.** If the Trustee shall determine that a beneficiary (other than my Husband with respect to any Marital Trust) would not benefit as greatly from any outright distribution of trust income or principal because of the availability of the distribution to the beneficiary's creditors, the Trustee shall instead expend those amounts for the benefit of the beneficiary. This direction is intended to enable the Trustee to give the beneficiary the

maximum possible benefit and enjoyment of all the trust income and principal to which the beneficiary is entitled.

C. **Protection from Marital Claims.** All benefits granted to a beneficiary under this instrument shall be the separate property of such beneficiary (as distinguished from marital property, community property, quasi-community property or any other form of property as to which such beneficiary's spouse might have a claim or interest arising out of the marital relationship under the law of any jurisdiction, domestic or foreign). All benefits granted to a beneficiary hereunder shall also be free of any interference from, or control or marital power of, his or her spouse. For purposes of this paragraph, the term "benefits" shall include real or personal property, tangible or intangible, and the provisions of this paragraph shall apply not only to benefits actually paid to any beneficiary but also to trust property allocated to a trust in which the beneficiary possesses an interest hereunder.

## ARTICLE VIII

## Payment of Death Taxes

A. **All Apportioned Except Preresiduary Gifts.** All estate, inheritance, legacy, succession, generation-skipping or other wealth transfer taxes (other than any additional estate tax imposed by Code Secs. 2031(c)(5)(C), 2032A(c) or 2057(f), any generation-skipping transfer tax on any generation-skipping transfer other than a direct skip or any comparable tax imposed by any other taxing authority) that result from my death and that are imposed by any domestic or foreign taxing authority with respect to property passing under this Will, together with interest and penalties on those taxes, shall be charged against and paid without apportionment out of the residue of my estate as an administration expense. Such taxes on property not passing under this Will shall be apportioned to and paid from such property by those succeeding to such property, taking into account the provisions of any instrument governing such property, the provisions of the Internal Revenue Code and any provisions of other applicable law apportioning such taxes.

B. **Reference to Code.** I hereby make specific reference to Code Secs. 2207A (concerning tax on QTIP property), 2207B (concerning tax on property included under Code Sec. 2036) and 2603(b) (concerning the generation-skipping transfer tax under Chapter 13 of the

Code) and to corresponding provisions of state law, and I direct that they shall apply to the extent they are consistent with the above and shall not apply to the extent they are inconsistent with the above.

C. **Apportionment Prevails Over Abatement.** If payment of taxes from my Residuary Estate in accordance with the foregoing exhausts the share or shares of my Residuary Estate that generate the tax, the balance of tax due shall be apportioned in accordance with the rules of tax apportionment rather than the rules of abatement.

## ARTICLE IX
## Executor Appointments

A. **Appointment of Initial Executor.** I appoint Harry L. Sharpe to serve as Executor hereunder.

B. **Appointment of First Level Successor Executor.** I appoint India S. Meissel to serve as an Executor hereunder when all other Executors previously appointed have failed to qualify or ceased to serve as an Executor.

C. **Filling Executor Vacancies.** If the office of Executor is vacant and no successor takes office pursuant to any other provision of this Will, either (i) an individual or (ii) a corporation with fiduciary powers may be appointed as an Executor by my Husband if then living and competent, otherwise by a majority of my adult descendants then living and competent (or, if none, the guardian or similar fiduciary of the then-living eldest descendant of mine).

D. **Compensation of Executors.** An individual Executor may receive reasonable compensation in accordance with the law of the Commonwealth of Virginia in effect at the time of payment, unless the Executor waives compensation. A corporate Executor shall be compensated by agreement with the individual Executor or, in the absence of such agreement, in accordance with its fee schedule as in effect at the time of payment. I authorize a corporate Executor to charge additional fees for services it provides hereunder that are not comprised within its duties as an Executor; for example, a fee charged by a mutual fund it administers in which my estate invests, a fee for providing an appraisal or a fee for providing corporate finance

or investment banking services. I also recognize that a corporate Executor may charge separately for some services comprised within its duties as an Executor; for example, a separate fee for investing cash balances or preparing tax returns. Such separate charges shall not be treated as improper or excessive merely because they are added on to a basic fee in calculating total compensation for service as an Executor. The collection by my Executor of insurance proceeds and retirement benefits payable to my estate shall not be subject to Executor's compensation.

## ARTICLE X

### Trustees

A. **Appointment of Trustee.** I appoint Harry L. Sharpe to serve as Trustee hereunder.

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

C. **Compensation of Trustees.** Individual Trustees shall receive reasonable compensation in accordance with the law of the Commonwealth of Virginia in effect at the time of payment, unless the Trustee waives compensation. A corporate Trustee shall be compensated by agreement with the individual Trustee or, in the absence of such agreement, in accordance with its fee schedule as in effect at the time of payment. I authorize a corporate Trustee to charge additional fees for services it provides to a trust hereunder that are not comprised within its duties as Trustee; for example, a fee charged by a mutual fund it administers in which a trust hereunder invests, a fee for providing an appraisal or a fee for providing corporate finance or investment banking services. I also recognize that a corporate Trustee may charge separately for some services comprised within its duties as Trustee; for example, a separate fee for investing cash balances or preparing tax returns. Such separate charges shall not be treated as improper or excessive merely because they are added on to a basic fee in calculating total compensation for

service as Trustee. In calculating any compensation based on the value of a trust, a policy of insurance on the life of a living person shall be deemed to have no value.

## ARTICLE XI

### Fiduciary Provisions

A. **General Provisions Regarding Changes in Fiduciaries.**

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

2. To the extent not prohibited by applicable law, any Executor or Trustee may resign at any time without court approval, whether or not a successor has been appointed, provided the resigning Executor or Trustee complies with any applicable state law governing the resignation of the Executor or Trustee that may not be waived by a governing instrument. Such resignation shall be by acknowledged instrument executed by the resigning Executor or Trustee and delivered to any other fiduciary and any Trust Protector) acting hereunder, or if none, to my eldest descendant who is living and competent (who, if a trustee is resigning, is a beneficiary of the trust of which such trustee is resigning), or if none, then to the guardian of my eldest descendant who is living and competent (who, if a trustee is resigning, is a beneficiary of the trust of which such trustee is resigning), or, if such descendant is a minor and no guardian for such minor has been appointed and is acting, then to the parent of such descendant or other individual with whom such minor resides.

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

B. **Accountings and Other Proceedings.**

1. I direct that my estate or a trust hereunder be subject to independent administration with as little court supervision as the applicable state law allows. My Executor and the Trustee shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by applicable state law. My Executor and the Trustee shall take such action for the settlement or approval of accounts at such times and before such courts or without court proceedings as my Executor or the Trustee shall determine. My Executor or the Trustee shall pay the costs and expenses of any such action or proceeding, including (but not limited to) the compensation and expenses of attorneys and guardians, out of the property of my estate or the trust. The Trustee shall not be required to register any trust hereunder except as required by law.

2. I direct that in any proceeding relating to my estate or a trust hereunder, service upon any person under a legal disability need not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability. The person under the disability shall nevertheless be bound by the results of the proceeding. The same rule shall apply to non-judicial settlements, releases, exonerations and indemnities.

C. **Authorization of Conflict of Interest.** I have appointed the persons named in this Will as my Executor or Trustee hereunder, cognizant of the fact that they may also serve as general and limited partners, managers, directors, officers, accountants, employees and/or other owners with respect to the partnerships, corporations and other business entities which may form a substantial part of my estate or any trust hereunder, and that their interests as Executor or Trustee hereunder may conflict with their individual interests as such general and limited partners, managers, directors, officers, accountants, employees and/or other owners with respect to the partnerships, corporations and other business entities. Notwithstanding the foregoing, I wish these persons to serve as Executor or Trustee because of my confidence in their individual skills and because they are the most appropriate persons as a result of their involvement with the partnerships, corporations or other business entities to manage and operate the partnerships, corporations or other business entities, including making decisions related to the sale of any real property held by any such partnership, corporation or other business entity and the reinvestment

of the proceeds of sale in a new real estate project. In addition, I expressly authorize any Executor or Trustee to act as general and limited partners, managers, directors, officers, accountants, employees and/or other owners with respect to the partnerships, corporations and other business entities, and to receive compensation for his, her or its services.

D. **Continuation of Trustee's Powers.** Powers granted to the Trustee hereunder or by applicable law shall continue with respect to all property held hereunder to be exercisable by the Trustee until property is actually distributed to a beneficiary. By way of illustration and not by way of limitation, the Trustee may invest and reinvest and take all investment action with respect to property that has been directed to be distributed and notwithstanding any direction that the property be distributed "as it is then constituted" until such property is actually distributed.

E. **Additional General Provisions Regarding Fiduciaries.**

1. "Interested Executor" means any Executor who is, or in the future may be, eligible to receive income or principal under this Will. A person is an Interested Executor even if he or she has a remote contingent remainder interest, but is not an Interested Executor if his or her only interest is as a potential distributee under a discretionary power held by a Disinterested Trustee, and/or as a potential appointee under a non-fiduciary power of appointment held by another person, the exercise of which will take effect only in the future, such as a testamentary power held by a living person.

2. The Trustee may make distributions directly from my estate to beneficiaries of a trust hereunder, but only at the direction of the Trustee authorized to make such distributions.

3. Under this Will, if two or more separate trusts with the same beneficiaries and same terms are created, either by direction or pursuant to the exercise of discretion, I intend that the separate trusts may but need not have the same investments and may, but need not, follow the same pattern of distributions. The Trustee's powers shall be exercisable separately with respect to each trust.

4. Except to the extent, if any, specifically provided otherwise in this Will, references to my Executor or the Trustee shall, in their application to my estate or a trust hereunder, refer to all those from time to time acting as Executor or Trustee and, if two

Executors or Trustees are eligible to act on any given matter, they shall act unanimously, and if more than two Executors or Trustees are eligible to act on a given matter, they shall act by majority. In the exercise of discretion over distributions, if this Will provides that certain Trustees may participate in distributions limited by an ascertainable standard while a different set of Trustees may participate in distributions for any purpose, if the two sets of Trustees (each acting by its own majority) want to distribute the same item of income or principal to different recipients, the distribution desired by the set of Trustees participating in distributions for any purpose shall prevail.

5. No Executor or Trustee shall be liable to anyone for anything done or not done by any other Executor or Trustee or any beneficiary.

6. The fact that an Executor or Trustee is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through a corporate Executor or Trustee or through any firm of which a corporate or individual Executor or Trustee is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like. Property of my estate or a trust hereunder may be invested in individual securities, mutual funds, partnerships, LLCs, private placements or other forms of investment promoted, underwritten, managed or advised by an Executor or Trustee or such a firm.

7. My Executor and the Trustee may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel and pay investment counsel reasonable compensation in addition to fees otherwise payable to my Executor or the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation. My Executor and the Trustee may, but need not, favor retention of assets originally owned by me. My Executor and the Trustee shall not be under any duty to diversify investments, regardless of any rule of law requiring diversification, and any such duty is hereby waived.

8. The fact that an Executor or Trustee (or a firm of which an Executor or Trustee is a member or with which an Executor or Trustee is otherwise affiliated) renders legal or other professional services to my estate or a trust hereunder shall not be deemed a conflict of

interest, and my Executor or the Trustee may pay fees for such services to such Executor or Trustee or firm without prior approval of any court or any beneficiary, whether or not there is a Co-Executor or Co-Trustee to approve such payment. An attorney or other Executor or Trustee who also renders professional services shall receive full compensation for both services as an Executor or Trustee and the professional services rendered, except as specifically limited by law.

9. If I have given the Trustee discretion concerning distributions of income or principal, that discretion shall be absolute and uncontrolled and subject to correction by a court only if the Trustee should act utterly without reason, in bad faith, or in violation of specific provisions of this Will. If I have set forth general guidelines (as opposed to directions or dollar limits) for the Trustee in making distributions, those guidelines shall be merely suggestive and shall not create an enforceable standard whereby a distribution could be criticized or compelled. It is my strong belief that the Trustee will be in the best position to interpret and carry out the intentions expressed herein under changing circumstances. This paragraph shall not, however, apply to any standards framed in terms of health, education, maintenance or support (including support in an accustomed manner of living), as those words shall create an ascertainable standard for Federal tax purposes under Code Sec. 2041(b), when applied to a Trustee's power or a power held individually, although even in those cases the holder of the power shall have as much discretion as is consistent therewith. An Interested Trustee who is otherwise authorized to make distributions to himself or herself subject to an ascertainable standard may exercise such discretion, notwithstanding any contrary rule of law, unless such authorization would cause the trust property to be subject to the claims of the creditors of such Interested Trustee.

10. Notwithstanding any other provision of this Will, each Trustee is prohibited from making, voting on or otherwise participating in any discretionary distribution of income or principal from a trust that would discharge or substitute for a legal obligation of that Trustee, including the obligation to support a beneficiary of the trust. Further, notwithstanding any other provision of this Will, any Trustee authorized to distribute income or principal for his or her own health, education, maintenance or support in his or her accustomed manner of living, as those words shall create an ascertainable standard for Federal tax purposes under Code Sec. 2041(b), shall consider all resources reasonably available to himself or herself. Subject to that,

in exercising discretion over distributions, the Trustee may consider or disregard other resources available to any beneficiary.

11. Unless I have specifically provided otherwise, and subject to any ascertainable standard governing its exercise for Federal tax purposes under Code Sec. 2041(b), the Trustee's discretionary power to distribute income or principal includes the power to distribute all of such income and/or principal to one or more members of a class to the exclusion of others, whether or not the terms of the trust specifically mention that possibility.

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

## ARTICLE XII

### Fiduciary Powers

My Executor and the Trustee may, without prior authority from any court, exercise all powers conferred by this Will or by common law or by any fiduciary powers act or other statute of the Commonwealth of Virginia or any other jurisdiction whose law applies to this Will or to any trust hereby created, including, without limitation, all powers contained in Virginia Code Sections 64.2-105 and 64.2-778, which are hereby incorporated into this Will. My Executor and the Trustee shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Will, these powers shall extend to all property held by my Executor and the Trustee until the actual distribution of the property. In order to fully effectuate the powers of my Executor and the Trustee, specific reference is now made to all powers contained in Virginia Code Sections 64.2-105 and 64.2-778. The powers of my Executor and the Trustee shall also include the following powers:

A. **Special Trustee Liability Provision.** I recognize that some persons may be hesitant to serve as Trustee hereunder because of a concern about potential liability. Therefore, with respect to any trust created hereunder (i) no Trustee shall incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken in connection with the administration of any trust created hereunder if in good faith reasonably

believed by such Trustee to be in accordance with the provisions and intent hereof, except for matters involving such Trustee's willful misconduct or gross negligence proved by clear and convincing evidence, (ii) no Trustee shall have any fiduciary responsibility to observe, monitor or evaluate the actions of the other Trustee and shall not be liable to any party for the failure to seek to remedy a breach of trust, or in a recurring situation to request instructions from a court having jurisdiction over the trust, even if a Trustee may be guilty of a gross violation of fiduciary duties hereunder, and (iii) each Trustee shall be fully indemnified by the trust estate against any claim or demand by any trust beneficiary or trust creditor, except for any claim or demand based on such Trustee's willful misconduct or gross negligence proved by clear and convincing evidence. Expenses incurred by a Trustee in defending any such claim or demand shall be paid by the trust estate in advance of the final disposition of such claim or demand, upon receipt of an undertaking by or on behalf of such Trustee to repay such amount if it shall ultimately be determined that such Trustee is not entitled to be indemnified as authorized by this paragraph. In no event shall any Trustee hereunder be liable for any matter with respect to which he, she or it is not authorized to participate hereunder (including the duty to review or monitor trust investments).

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

C. **Power to Sell.** I grant to my Executor and the Trustee the power to sell, convey, or lease any real estate and to transfer or assign all personal property on such terms and conditions as my Executor or the Trustee shall deem advisable without the necessity of any appraisal, additional bond, or order or approval of Court.

D. **Division and Distribution of My Estate.** My Executor or the Trustee may divide and distribute the assets of my estate in kind, in money, or partly in each, without regard

to the income tax basis of any asset and without the consent of any beneficiary. The decision of my Executor or the Trustee in dividing any portion of my estate between or among multiple beneficiaries shall be binding on all persons.

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

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

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

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

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

## ARTICLE XIII

### Definitions and Miscellaneous Provisions

The following definitions and miscellaneous provisions shall apply under this Will:

A. **Children and Descendants.** References to "children" and "descendants" shall include children and descendants whenever born.

B. **Contract to Make Will or Trust.** I acknowledge that there is no contract between me and my Husband and that either of us is free to change his or her Will or Trust during our respective lifetimes even after the death of the first of us.

C. **Survivorship.** Any beneficiary hereunder (other than as expressly provided elsewhere herein with respect to my Husband) who dies within thirty (30) days following the date of my death shall be deemed to have predeceased me for all purposes of this Will.

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

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

F. **Tangible Personal Property.** The term "tangible personal property" includes personally held art, antiques, stamp and coin collections and other collectibles. Such term does not include property primarily held for investment purposes, nor does it include any property held for use in a trade or business, ordinary currency and cash or bullion. Furthermore, such term includes, for these purposes, private club memberships and frequent flyer miles and benefits of similar travel programs.

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

H. **Incapacitated Trustee.** A Trustee is "incapacitated" (and while incapacitated shall not serve as Trustee) when a written certification is in effect that the examined Trustee is physically or mentally incapable of managing the affairs of the trust, whether or not there is an adjudication of the Trustee's incompetence.

1. This certification shall be valid only if it is signed by at least two (2) licensed physicians, each of whom has personally examined the Trustee.

2. This certification need not indicate any cause for the Trustee's incapacity.

3. A certification of incapacity shall be rescinded when a serving Trustee receives a certification that the former Trustee is capable of managing the trust's affairs. This certification, too, shall be valid only if it is signed by at least two (2) licensed physicians, each of whom has personally examined the Trustee.

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

I. **GST Exempt and GST Non-Exempt Trusts.** As used hereunder, any trust that is wholly exempt from Federal generation skipping tax shall be known as a "GST Exempt Trust" and any trust that is not wholly exempt from such tax shall be known as a "GST Non-Exempt Trust."

J. **Gross Estate.** "Gross estate" means my gross estate as determined for Federal estate tax purposes (or for state death tax purposes where relevant).

K. **Terms Relating to Supplemental Needs Trust.** The technical terms contained in the Supplemental Needs Trust shall be defined as follows:

1. "Government Benefits" means any program of benefits or assistance which is intended to provide or pay for support, maintenance or health care and which is established or administered, in whole or in part, by any Federal, state, county, city or other governmental entity.

2. "Developmental Disability" means a disability of a person which

a. is attributable to:

i. mental retardation, cerebral palsy, epilepsy, neurological impairment, familial dysautonomia or autism;

ii. any other condition of a person found to be closely related to mental retardation because such condition results in similar impairment of general intellectual functioning or adaptive behavior to that of mentally retarded persons or requires treatment and services similar to those required for such person; or

iii. dyslexia resulting from a disability described in subparagraph (i) or (ii) of this paragraph.

b. originates before such person attains age twenty-two;

c. has continued or can be expected to continue indefinitely; and

d. constitutes a substantial handicap to such person's ability to function normally in society.

3. "Mental Illness" means an affliction with a mental disease or mental condition that is manifested by a disorder or disturbance in behavior, feeling, thinking or judgment to such an extent that the person afflicted requires care, treatment and rehabilitation.

4. "Persistent Disability" means a person:

a. with mental illness, developmental disability or other physical and mental impairment;

b. whose disability is expected to, or does, give rise to a long-term need for specialized health, mental health, developmental disabilities, social or other related services; and

c. who may need to rely on government benefits or assistance.

5. "Beneficiary" shall mean the person for whose benefit the property was directed to be held in a Supplemental Needs Trust.

## ARTICLE XIV

### Manifestation of Trustee's Actions

When a Trustee takes action that is authorized hereunder and such action does not involve the participation of another person with respect to such action, the Trustee may (but shall not be required to) execute, within a reasonable time of taking such action, an acknowledged, written instrument describing the action taken, which instrument shall be maintained with the trust records and either filed in the court having jurisdiction over the trust or delivered to one or more of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal of such trust or, if there is no such beneficiary, to one or more of the parent(s), guardian(s) of the person, conservator(s) or committee of the minor or incompetent beneficiaries then eligible or entitled to distributions of income or principal of such trust. Failure to execute or to file or deliver the instrument shall not make the action taken by a Trustee void, voidable or ineffective, and the Trustee or Trustees, as the case may be, shall not be subject to any liability or surcharge for failure to document such action.

## ARTICLE XV

### Savings Clause

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

## ARTICLE XVI

### Captions

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

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, I have hereunto subscribed my name on December 5, 2013.

Angy C. Sharpe
Angy C. Sharpe

Signed, sealed, published and declared by Angy C. Sharpe, the Testatrix above named, as and for her Last Will and Testament, in our presence, and we, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses on December 5, 2013.

Witness
5806 Harbour View Blvd., Suite 203
Suffolk, Virginia 23435

Witness
5806 Harbour View Blvd., Suite 203
Suffolk, Virginia 23435

**SELF-PROVING AFFIDAVIT**

COMMONWEALTH OF VIRGINIA
CITY OF SUFFOLK, to-wit:

Before me, the undersigned authority, on this day personally appeared Angy C. Sharpe, EDWARD H MILLER and Debbie Donaldson, known to me to be the Testatrix and the witnesses, respectively, whose names are signed to the attached or foregoing instrument and, all of these persons being by me first duly sworn, Angy C. Sharpe, the Testatrix, declared to me and to the witnesses in my presence that said instrument is her Last Will and Testament and that she had willingly signed or directed another to sign the same for her, and executed it in the presence of said witnesses as her free and voluntary act for the purposes therein expressed; that said witnesses stated before me that the foregoing Last Will and Testament was executed and acknowledged by Angy C. Sharpe as her Last Will and Testament in the presence of said witnesses who, in her presence and at her request, and in the presence of each other, did subscribe their names thereto as attesting witnesses on the day of the date of said Last Will and Testament, and that Angy C. Sharpe, at the time of the execution of said Last Will and Testament, is eighteen (18) or more years of age and of sound and disposing mind and memory.

Angy C. Sharpe
Angy C. Sharpe

Witness

Debbie Donaldson
Witness

Subscribed, sworn and acknowledged before me by Angy C. Sharpe, the Testatrix, and subscribed and sworn before me by EDWARD H MILLER and Debbie Donaldson, witnesses, on December 5, 2013.

Maureen Elliott Hook
Notary Public

MAUREEN ELLIOTT HOOK
Notary Public
Commonwealth of Virginia
Registration No. 7521351
My Commission Expires Aug. 31, 2016

200000263 PG 1

FILED
MAY 21 2020
RICHARD R. ROOKER, Clerk
By Deputy

# FIRST CODICIL TO LAST WILL AND TESTAMENT

# OF

# ANGY C. SHARPE

I, ANGY C. SHARPE, of Suffolk, Virginia, do hereby make, publish and declare this to be the First Codicil to my Last Will and Testament dated December 5, 2013.

## FIRST

I do hereby revoke in its entirety, ARTICLE II – Tangible Personal Property, of my aforesaid Last Will and Testament and substitute, in lieu thereof, a new Article II which shall read as follows:

## ARTICLE II
## Specific Bequest and Tangible Personal Property

**A.** **Specific Bequest.** Even if my Husband survives me, I give my real property located at 4216 Sandstone Drive, Antioch, Tennessee 37013 to my grandson, Brandon M. Sharpe, if he survives me, and I own this property at my death. If Brandon M. Sharpe fails to survive me or I do not own this property at my death, then this gift shall lapse.

A gift of "real property" includes all my right, title and interest in such property and in all adjoining lands and my rights under any related insurance policies or the proceeds of such policies. Such property shall be subject to any indebtedness thereon which is secured thereby, if any.

**B.** **Memorandum of Wishes.** I may leave a writing disposing of some or all of my tangible personal property. If I do so and the writing can be incorporated by reference into this Will or otherwise be legally binding, I direct that it be incorporated or followed and prevail over the disposition below in this Article. If the writing is not legally binding, I request that my wishes, as expressed in that writing, be followed. This provision shall apply whether the writing is executed before or after this Will.

**C.** **General Gift of Tangible Personal Property.** I give all my tangible personal property (other than items effectively disposed of above) to my Husband, if he survives me. If my Husband does not survive me, my Executor is authorized to sell any such property that my Executor may determine I would not wish to have preserved for my children and to add the proceeds of sale to my estate. I give the balance of such property to such of my children as survive me, in equal shares.

**D.** **Gift Includes Insurance.** A gift of property under this Article includes my rights under



INSTRUMENT # 200000263
RECORDED IN CLERK'S OFFICE OF SUFFOLK ON
Feb 04, 2020 AT 10:50:22 am
W. RANDOLPH CARTER, JR. by CBM

any insurance policies related to such property or the proceeds of such policies.

**E. Survivorship.** Except when I may have specifically provided otherwise, any gift to an individual under this Article shall take effect only if the individual survives me, and no anti-lapse rule shall apply.

**SECOND**

I hereby republish and reaffirm my Last Will and Testament as herein modified, amended and supplemented by this First Codicil as if the same were set out in full herein and do incorporate the same by this reference thereto, and do hereby republish and declare my Last Will and Testament as amended, modified and supplemented as my Last Will and Testament.

IN WITNESS WHEREOF I have hereunto set my hand and seal this First Codicil to my Last Will and Testament this 1st day of March, 2019.

Angy C. Sharpe
ANGY C. SHARPE

The Testatrix signed the foregoing instrument, and declared it to be the Testatrix's First Codicil to the Testatrix's Last Will and Testament in our joint presence and we, in the Testatrix's presence and in the presence of each other and at Testatrix's request, hereunto subscribe our names as attesting witnesses thereto.

Witness
5806 Harbour View Boulevard, Suite 203
Suffolk, Virginia 23435

Janice W. Garner
Witness
5806 Harbour View Boulevard, Suite 203
Suffolk, Virginia 23435

**SELF-PROVING AFFIDAVIT**

COMMONWEALTH OF VIRGINIA
CITY OF SUFFOLK:

Before me, the undersigned authority, on this day, personally appeared ANGY C. SHARPE, Jeannie Dilley, and JANICE W. FEARING, known to me to be the Testatrix and the witnesses, respectively, whose names are signed to the attached or foregoing instrument and, all of these persons being by me first duly sworn, the Testatrix declared to me and to the witnesses in my presence that this instrument is the Testatrix's First Codicil to her Last Will and Testament and that the Testatrix had willingly signed and executed it presence of the witnesses as Testatrix's free and voluntary act for the purposes therein expressed; that the witnesses stated before me that the foregoing will was executed and acknowledged by the Testatrix as the Testatrix's First Codicil to her Last Will and Testament in the presence of the witnesses who, in the Testatrix's presence and at the Testatrix's request, and in the presence of each other, did subscribe their names thereto as attesting witnesses on the day of the date of this First Codicil, and that the Testatrix, at the time of the execution of this First Codicil, was over the age of 18 years and of sound and disposing mind and memory.

Angy C. Sharpe
ANGY C. SHARPE, Testatrix

Jeannie Dilley
Witness

Janice W. Fearing
Witness

Subscribed, sworn to and acknowledged before me by Angy C. Sharpe, the Testatrix, and subscribed and sworn to before me by Jeannie Dilley and JANICE W. FEARING, the witnesses, this 1st day of March, 2019.

Mary Ellen McCoy (SEAL)
Notary Public

MARY ELLEN McCOY
Notary Public
Commonwealth of Virginia
Registration No. 7038327
My Commission Expires July 31, 2022



I hereby certify that this is a true copy of original instrument filed in my office this 21st day of May 2020
RICHARD R. ROOKER, Clerk
By: [signature]
Deputy Clerk

RICHARD R. ROOKER CIRCUIT COURT

dop787

**CERTIFICATION OF OFFICIAL RECORD** Court File No. CWF2000047-00

VA. CODE §§ 8.01-389, 8.01-391;
U.S. Const. art. IV, Sec. 1;
28 U.S.C. § 1738

SUFFOLK Virginia, Circuit Court

**Clerk's Attestation**

I, the Clerk of this Court, attest that the annexed

LAST WILL AND TESTAMENT OF ANGY CULPEPPER SHARPE, DECEASED, DATED DECEMBER 5, 2013, CODICIL DATED MARCH 1, 2019 ALONG WITH CLERK'S ORDER AND LIST OF HEIRS RECORDED ON FEBRUARY 4, 2020

DESCRIPTION OF ORIGINAL RECORD OR COPY

[ ] is an official record of this Court in my custody.

[X] is a true, correct and complete copy of an official record of this Court in my custody and I am the custodian of that record.

Given under my hand the seal of this Court on

MARCH 16, 2020
DATE

By: _____
[ ] CLERK [X] DEPUTY CLERK

(Seal)

W. RANDOLPH CARTER, JR.
TYPED NAME OF CLERK

**Judge's Certification**

I, (a) (the) Judge of this Court, certify that the above attestation of the duly qualified Clerk of this Court, is in proper form, and that the signature thereto is genuine.

3/17/2020
DATE

_____, Judge

Robert H. Sandwich, Jr.
TYPED NAME OF JUDGE

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**Clerks of Virginia Courts:** When an original record or copy of a record is transmitted to another Va. Court, only the clerk's attestation is required. When either an original record or copy is transmitted to a court outside Virginia, both the clerk's attestation and the judge's certification are required.

**Clerks of Other Courts:** The above attestation, the affixing of the Court's seal, and the certificate meet the requirements of 28 U.S.C. § 1738, entitling the record so attested and certified to full faith and credit.