35- 7/29/26

The State of New Hampshire
Department of Transportation

David Rodrigue, P.E.
Commissioner

Susan M. Klasen, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Right-of-Way
July 9, 2026

Requested Action

Pursuant to RSA 4:39-d, "Leasing of State-Owned Real Estate on Public Waters," authorize the Bureau of Right-of-Way (Bureau) to renew the shoreline 5-year littoral lease agreement with Raoul and Rollande Lacasse, Trustees of the Raoul and Rollande Lacasse Family Revocable Trust of 2017 (Lessees), in the amount of $25,518 with an annual lease amount of $5,103.60. The lease will be for five years, effective August 1, 2026, through July 31, 2031, effective upon Governor and Executive Council approval.

The land lease rights will be conveyed without any explicit covenants, restrictions, or permissions regarding hunting, fishing, or other recreational activities. Applicable local and state laws will govern such activities.

Lease income will be credited as follows:

04-096-096-962015-30280000	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030**	**FY2031**	**FY2032**
Right of Way Bureau						
009-406912						
Lease Income	$4,678.30	$5,103.60	$5,103.60	$5,103.60	$5,103.60	$425.30

Explanation

As a result of the number of encroachments discovered along the NH Route 11 corridor in 2013, a reestablishment plan was developed, and all abutters were notified of their encroachments. The Bureau entered into Lease Agreements with those landowners meeting statutory requirements. This lease agreement is for 120 linear feet of shoreline along lake Winnipesaukee, adjacent to Route 11 in the Town of Alton.

On June 21, 2021, the Long Range Capital Planning and Utilization Committee granted approval (LRCP 21-023) for the Bureau to enter into Littoral Lease Agreements with property owners adjacent to NH Route 11 along Lake Winnipesaukee in the Town of Alton, valid for 5-year terms (August 1, 2021 – July 31, 2026) with the option of renewal at the end of the 5-year term (August 1, 2026 – July 31, 2031).

The renewal term (5-year lease) will be effective August 1, 2026, through July 31, 2031. The rent amount for the leases is calculated by using the linear distance of frontage along the lake as outlined in RSA 228:57-a Section IV, "Leasing Certain Portions of Railroad Properties". The maximum total linear footage of property encompassed by the 27 property owners is 1,650.24 ± feet along the shoreline of Lake

Winnipesaukee. The current rate is $42.53 per linear foot of the adjacent shoreline which is recalculated every five (5) years to adjust for the Consumer Price Index. The calculation method was previously reviewed and approved by the Attorney General's Office, and is used by the Department's Bureau of Rail and Transit.

The taxes for the Alton Bay leases will be calculated by using the linear distance of frontage along the lake as outlined in RSA 228:57-a, IV. This calculation method was reviewed and supported by the Attorney General's Office, and is currently used by the Department's Bureau of Rail and Transit.

Lessee will receive the conveyance without any explicit covenants, restrictions, or permissions regarding hunting, fishing, or other recreational activities. Upon approval of the lease, applicable local and state laws will govern such activities.

The Bureau respectfully requests authorization to renew a 5-year littoral lease agreement with the Lessees.

Sincerely,

David M. Rodrigue P.E.
Commissioner

DMR/emb
Attachments

- LITTORAL RIGHTS LEASE -

between

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
"DEPARTMENT"

AND

The Raoul and Rollande Lacasse Family Revocable Trust of 2017

"TENANT"

for property located at
243 Mount Major Highway, Alton New Hampshire

AUGUST 1, 2026 – JULY 31, 2031

Supplemental document checklist

_____ Certificate of Insurance

_____ Is A Renewal

_____ DES Permit

_____ Attachment "A" defining property

_____ Amendment(s)

_____ DOT Initials

Tenant(s) Initials RL

LITTORAL RIGHTS LEASE

THIS LEASE AGREEMENT, made between The State of New Hampshire, Department of Transportation, hereinafter called the "Department," and **The Raoul and Rollande Lacasse Family Revocable Trust of 2017** hereinafter called the "Tenant."

WHEREAS the Department is the owner of land as identified on the State of New Hampshire Reestablishment Plan dated November 13, 2013, and recorded as Drawer L73-45, at the Belknap County Registry of Deeds.

WHEREAS The Raoul and Rollande Lacasse Family Revocable Trust of 2017 agree(s) to enter into a lease agreement in accordance with RSA 4:39-d, the subject Lease being **120' of shorefront** located directly across from **Parcel 47** shown on said plan, and also identified on **Alton Tax Map 38, Lot 14**, as depicted on exhibit A attached hereto, hereinafter called "the lot", and,

WHEREAS the Tenant has requested to lease the littoral rights to use said shoreline of the lot along Lake Winnipesaukee on an "as is", temporary basis,

NOW THEREFORE the Department is willing to comply with said request, provided that the Tenant, as a condition to the enjoyment of said littoral rights, joins in the execution of this Lease for the purpose of accepting each and every condition herein set forth during the term of this Lease.

1. IDENTIFICATION OF THE LEASED PROPERTY

1.1. For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the Tenant of each and every term and condition herein set forth, the Department hereby leases to the Tenant the LITTORAL RIGHTS to the shoreline of Lake Winnipesaukee as depicted on Attachment A incorporated herein.

2. TERM

2.1. The term of this Lease shall begin on August 1, 2026, and shall end on July 31, 2031, unless terminated sooner in accordance with the provisions of this Lease.

3. RENT

3.1. Rent for the term of the Lease shall be **$5,103.60** annually.

3.2. Rent is due annually, on or before August 1st, to the "TREASURER, STATE OF NH" and mailed to: **New Hampshire Department of Transportation, Bureau of Finance and Contracts, P.O. Box 483, Concord, NH 03302.**

3.3. If a check is returned unpaid for any cause within reasonable control of the Tenant, the Tenant agrees to pay an additional charge of $50.00 to the Department and the Department will have the right to require any or all subsequent payments to be in the form of cash or money orders for the remaining term of the Lease.

Tenant(s) Initials RL

3.4. Per RSA 72:23, I(b)(4), "Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Lease or agreement by the Lessor."

4. USE OF PREMISES

4.1. The temporary littoral rights are herein conveyed only for non-commercial, private uses. Any public and/or commercial uses are not permitted under this Lease.

4.2. The Tenant shall not use the littoral rights, or property in any manner that will disturb the peaceful enjoyment of others.

5. COMPLIANCE WITH LAWS

5.1. The Tenant shall comply with all the laws, ordinances, rules and orders of appropriate governmental authorities during the term of this Lease.

6. ASSIGNMENT AND SUBLETTING

6.1. The Tenant shall not assign, license, sublet, transfer, grant, or otherwise convey this Lease or any of the littoral rights associated with this Lease.

7. HOLDOVER BY THE TENANT

7.1. No holdover by the Tenant will be permitted. The Department and the Tenant must execute a new lease on or before expiration of an existing lease for the Tenant to remain in possession of the littoral rights.

8. DEFAULT

8.1. The Department shall be the sole judge of what shall constitute a violation of the provisions of the Lease, or the failure of the Tenant to otherwise abide by any of the covenants herein contained.

9. TERMINATION OF LEASE FOR CAUSE

9.1. In the event the Tenant defaults in the payment of any installment of rent or other sum herein specified and such default continues for (seven) 7 days after written notice thereof, or if the Tenant defaults in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days of written notice by the Department to the Tenant specifying such default and requiring it to be remedied then, and in such an event, the Department may terminate this Lease and the temporary littoral rights herein conveyed. Tenant hereby understands and agrees to forfeit any and all rents that have been prepaid if this Lease is terminated for cause.

9.2. Sale or transfer of the Tenant's abutting property, identified in the Alton tax records as **Map 38, Lot 14**, will be cause for termination of this Lease under paragraph 9.1 above.

Tenant(s) Initials ______

9.3. The Department shall be entitled to recover incidental costs, attorney's fees, and court costs from the tenant if it becomes necessary for the Department to institute suit for eviction, damages, rental arrears, or violations of the terms of this Lease.

10. TERMINATION FOR CONVENIENCE

10.1. The Department may terminate the Lease at any time by giving at least a 90-day notice thereof in writing, and may take full, exclusive, and complete possession of the littoral rights hereby leased, at the end of said 90-day period with no further liability of any nature whatsoever to the Tenant for doing so. Should the Department terminate this Lease by giving the 90-day notice during any period for which rent has already been paid, the Department will reimburse the Tenant for the pro-rata proportion of the remaining number of days for which rent has been paid in advance but during which the Tenant no longer retains said littoral rights.

10.2. The Tenant may terminate this Lease at any time by giving at least a 30-day notice in writing, specifying in said notice to day (and time of day) on which possession of the littoral rights will be surrendered. In the event that the Tenant shall terminate this Lease in accordance with the above provisions, Tenant hereby understands and agrees to forfeit any and all rents that have been prepaid if this Lease is terminated under this paragraph.

11. SURRENDER OF ENCUMBRANCES TO THE LITTORAL RIGHTS

11.1. In the event that the Term or any extension thereof shall have expired or terminated, the Tenant shall peacefully quit and surrender to Department. In such a case, Tenant further agrees to remove any and all non-Department owned improvements, alterations, or additions that encumber the site at Tenant's expense.

12. INDEMNIFICATION AND RELEASE FROM LIABILITY

12.1. The Tenant shall defend, indemnify, and hold harmless the State of New Hampshire, its agencies, officers, agents and employees, from and against any and all losses suffered by the State of New Hampshire, its officers, agents and employees, and any and all claims, liabilities or penalties asserted against the State, its officers, agents and employees, by or on behalf of any person on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Tenant or from the use or exercise of said littoral rights.

12.2. The Tenant further releases the State of New Hampshire, its agencies, agents and employees, from any and all claims or demands for damages or injuries of any nature whatsoever attributable directly or indirectly to the littoral rights herein leased.

12.3. The Tenant shall provide to the Department proof of insurance demonstrating that the required coverage has been obtained before taking possession of the Premises and thereafter upon renewal of the policy.

Tenant(s) Initials RL

12.4. The Tenant shall provide a minimum General Liability coverage: $1,000,000.00 per incident, $250,000.00 per person; or unless insurance of a different type and in higher amounts is customary. The Tenant shall provide to the Department a certificate of insurance demonstrating that the required coverage has been obtained and containing the following wording. "The State of New Hampshire is named as additional insured with respect to liability arising from the use and/or occupation of State-owned premises under this Agreement between the State and the Named Insured." The Tenant shall keep same in force, at the Tenant's expense, throughout the Tenant's tenancy.

13. MISCELLANEOUS

13.1. **Department's Agents.** All rights and obligations of the Department under this Lease may be performed or exercised by such agents as the Department may select.

13.2. **Notice.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postdate prepaid, in a United States Post Office.

13.3. **Extent of Instrument, Choice of Laws, Amendment, etc.** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original, but which shall constitute one and the same instrument, is to be construed according to the Laws of the State of New Hampshire, is to take effect as a sealed instrument, is binging upon, inures to the benefit of, and shall be enforceable by the parties hereto, and may be canceled, modified, or amended only by a written instrument executed and approved by the Department and the Tenant.

13.4. **No Waiver of Breach.** No assent, by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.

13.5. **Unenforceable Terms.** If any terms of this Lease or any application thereof shall be invalid or unenforceable, the remainder of the Lease and any application of such term shall not be affected thereby.

13.6. **Entire Agreement.** This Lease and any documents attached hereto or referenced herein shall constitute the entire Agreement and understanding between the parties hereto and supersedes all prior Agreements and understanding relating to the subject matter hereof.

13.7. **No Waiver of Sovereign Immunity.** No provision in this Lease is intended to be or shall it be interpreted by either party to be a waiver of the State's sovereign immunity.

14. Tenant Liability.

14.1. All Tenants accept jointly and severally liable for all Tenant responsibilities of this Lease.

Tenant(s) Initials RL

15. Effective

15.1. This Lease is subject to approval of both the Long Range Capital Planning and Utilization Committee, as approved (LRCP 21-023) and the Governor and Executive Council and thereafter will become effective on August 1, 2026.

16. Amendments

16.1. None

THE RAOUL AND ROLLANDE LACASSE FAMILY REVOCABLE TRUST OF 2017

TENANT(S)

____
Raoul Lacasse, Trustee

Rollande Lacasse
Rollande Lacasse, Trustee

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this 26th day of May, 2026, personally appeared the above-named Raoul Lacasse & Rollande Lacasse, Trustees of The Raoul and Rollande Lacasse Family Revocable Trust of 2017 and acknowledged the foregoing instrument to be his/her/their voluntary act and deed. Before me,

HOPE LACASSE
STATE OF
MY COMMISSION EXPIRES
February 6, 2030
NEW HAMPSHIRE
NOTARY PUBLIC

Notary Public/Justice of the Peace

My commission expires: 2-6-2030

Tenant(s) Initials RL

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

David Rodrigue, P.E.
NHDOT Commissioner
PO Box 483
Concord NH 03302-0483

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

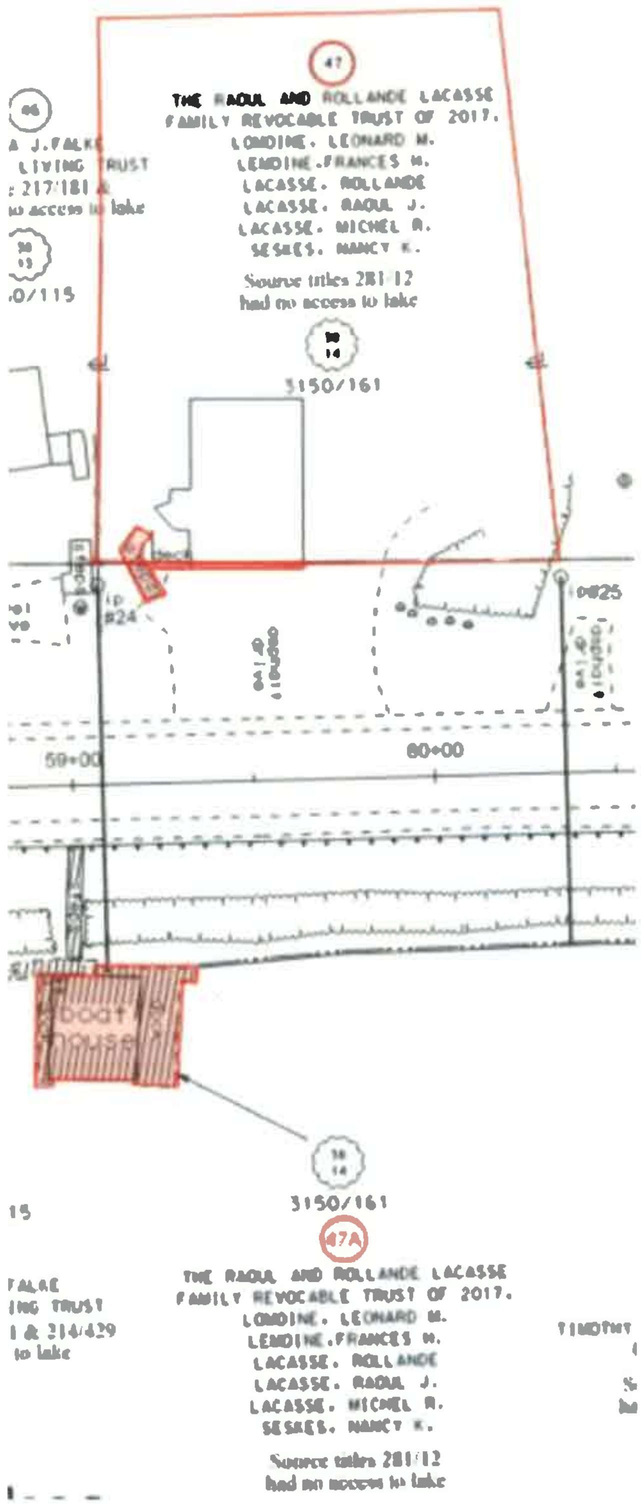
On this 8 day of June, 2026, personally appeared the above-named David Rodrigue, P.E., Commissioner of the Department of Transportation, and as such, being duly authorized to do so, executed the foregoing instrument for the purpose therein contained. Before me,

Notary Public/Justice of the Peace

Jennifer D. Lane
Justice of the Peace, State of NH
My Commission Expires April 6, 2027

My commission expires: 4/6/27

Attachment "A"



Tenant(s) Initials RL

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LRCP 19-018

FROM: Stephen G. LaBonte
Administrator

DATE: June 18, 2019

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: **Process of Addressing NH Route Right of Way Encroachments in Alton**

TO: Representative John Cloutier, Chairman
Long Range Capital Planning and Utilization Committee

INFORMATIONAL ITEM

The Department of Transportation proposes methods of addressing encroachments into the NH Route 11 right of way which include dwellings, boat houses, stairs, and decks along a section of NH Route 11 in Alton.

EXPLANATION

In 2013, pursuant to the process laid out in RSA 228:35, the Department reestablished the highway boundary along NH Route 11 in Alton Bay. The State originally acquired fee ownership of the land in 1941, and established the right of way boundaries in 1947 as a part of the Alton FAP #F-230(4), P-2001 project. During the reestablishment process, the Department identified that multiple encroachments had been placed within the right of way since the time when the boundary was originally established. These encroachments include dwellings, stairs, decks, docks, and boathouses.

The Department developed plan sheets to document the encroachments and right-of-way boundary, and a formal notice of reestablishment, all of which have been recorded in the Belknap Registry of Deeds. Individuals that were affected by the reestablishment have been notified that they own a structure that encroaches on the State's property.

Since the time of reestablishment, the Department has allowed the encroachments to remain within the right of way. However, the Department must periodically reevaluate the highway limits, and any encroachments that lie within those limits, based upon maintenance and operational needs. As traffic and development continue to grow, the needs for maintaining and operating the roadway may change. The Department must have the ability to use this property at its discretion, but understands that individuals use and enjoy the structures that lie within the State's property. In order to balance these competing interests, the Department proposes to enter into temporary use agreements with all encroachers.

The type and term of temporary use agreement is dependent upon the type of structure:

- Dwelling structures and boat houses built prior to the 2013 reestablishment will be grandfathered and eligible for a long-term encroachment agreement. The term of the encroachment agreement would be for 25 years, or during the duration the current occupant owns the dwelling, whichever may expire sooner. The encroachment agreement is desirable to the Department because it acknowledges the permanent nature of a dwelling, by allowing the occupant to remain for a lengthy duration, while allowing the Department to make long-term plans about the use of the right of way, by agreeing that the dwelling will be removed within 25 years at the latest.

- Stairs and decks that were built prior to the 2013 reestablishment, and are used to access an adjacent dock, will be eligible for a short-term lease. A lease will only be granted when the adjacent dock has met all NH DES dock permitting requirements. Stairs and decks that meet these requirements will be eligible for a 5-year lease pursuant to RSA 4:39-C. No new stairs or decks will be approved, and will not be eligible for a lease.

- Docks in place prior to the 2013 reestablishment will be grandfathered until such time as the NH DES dock pe-mit expires. Upon expiration of a dock permit, a dock owner must enter into a lease agreement with the Department, which will be contingent upon the applicant receiving a current NH DES dock permit. All dock leases will run concurrent with the duration of the NH DES dock permit. No new docks will be approved, and will not be eligible for a lease. The short-term lease is desirable to the Department because it allows for reevaluation of Department needs every few years, but also allows individuals with a dock to continue their pre-existing use until such time that the Department may need the property.

The Department has reviewed its maintenance and operational needs along Route 11 in Alton, and at this time is able to allow individuals to continue their encroaching uses. The Department wishes to begin notifying individuals to enter into use agreements for each encroaching structure. The specific terms and conditions of each type of use agreement are contained in the documents attached hereto.

SGL/PJM/jl
Attachments

(FAP F 250 (4) -Alton 1832HA)

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LRCP 21-023

FROM: Stephen G. LaBonte
Administrator

DATE: June 4, 2021

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Rental of State Owned Property on Alton Public Waters
RSA 4:39-d

TO: Representative John Graham, Chairman
Long Range Capital Planning and Utilization Committee

Approved by the Long Range Capital Planning and Utilization Committee June 21, 2021

REQUESTED ACTION

Pursuant to RSA 4:39-d," Leasing of State Owned Real Estate on Public Waters", the New Hampshire Department of Transportation (Department) requests approval to enter into 27 Lease Agreements (Agreements) with property owners adjacent to NH Route 11 along Lake Winnipesaukee in the town of Alton. The Agreements would be valid for 5-year terms with the option of renewal at the end of 5-year term. The intent of this requested action is to authorize the use of state owned land by leasing Department's littoral rights to adjacent property owners, ensuring compliance with management of the property.

EXPLANATION

The Department acquired the property and related littoral rights from the Town of Alton in 1941 for the reclassification of NH Route 11, under Federal Aid Project No. F 230 (4) "Winnipesaukee Road".

As a result of the number of encroachments discovered along the NH Route 11 corridor in 2013, a reestablishment plan was developed and all abutters were notified in writing, of their encroachments. To resolve the issue of encroachments, the Department has decided to enter into Lease Agreements with those land owners who have submitted applications, meet the statutory requirements of RSA 4:39-d, and are approved by Governor and Council.

The rent amount for the Alton Bay leases will be calculated by using the linear distance of frontage along the lake as outlined in RSA 228:57-a Section IV, "Leasing Certain Portions of Railroad Properties. The current rate is $34.97 per linear foot of adjacent shoreline which is recalculated every five years to adjust for the Capital Price Index. This calculation method was reviewed and supported by the Attorney General's Office, and is currently used by the Department's Bureau of Rail and Transit.

The maximum total linear footage of property encompassed by the 27 property owners is 2,049.42 feet along the shoreline of Lake Winnipesaukee. The lease rate is $34.97 per linear foot, therefore the maximum total yearly rental income for the 27 lease agreements is projected to be no more than $76,249.29. The Department is still negotiating length of linear footage with the lessees so the actual linear frontage for each property may be reduced which could reduce the total lease revenue. The maximum total yearly taxes projected to be paid to the Town of Alton is approximately $1,040. ±

The 27 affected property owners who meet the statutory requirements for a Lease Agreement under RSA 4:39-d are outlined in Exhibit 1 on page 2.

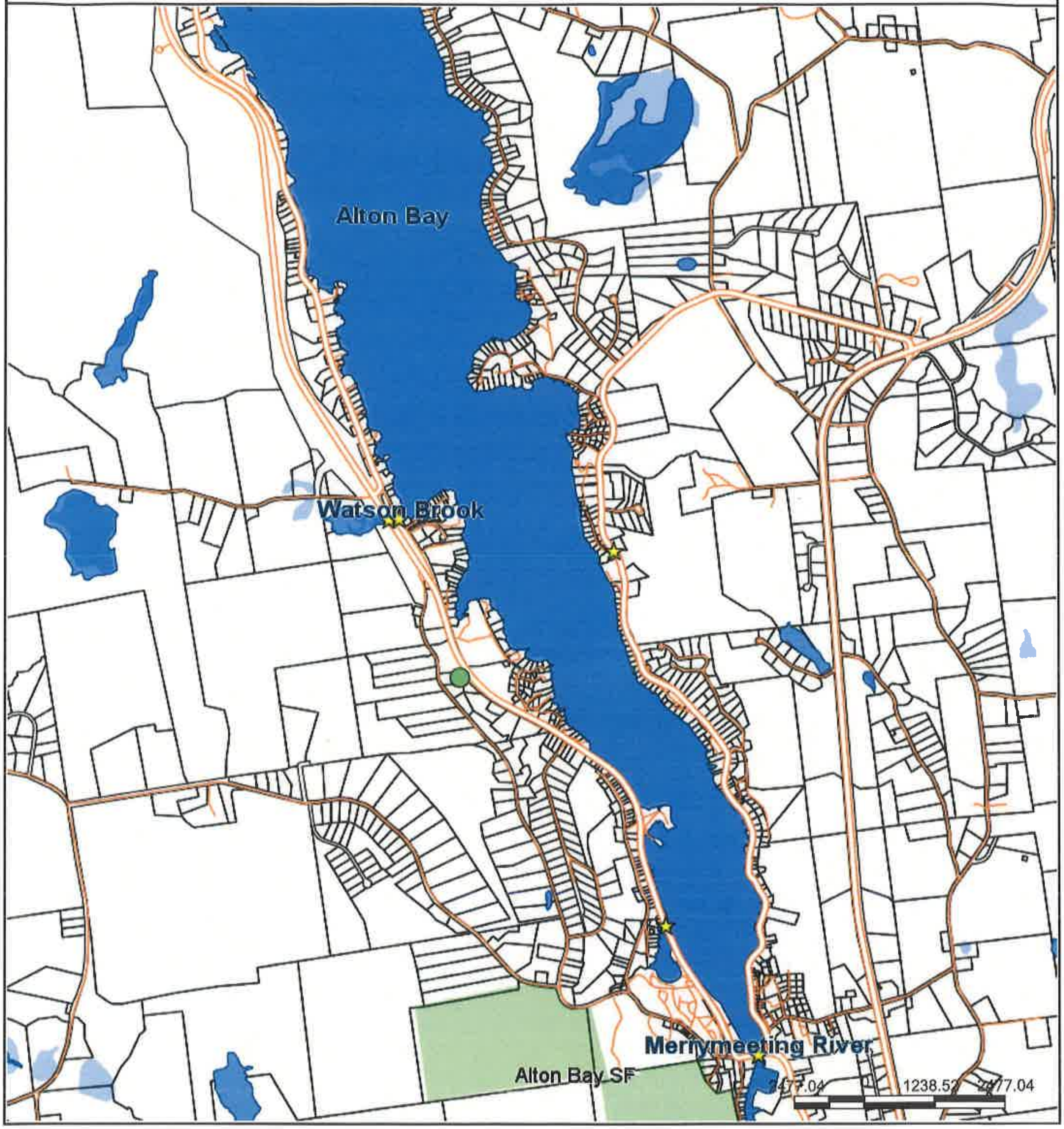
Owner	Parcel	Map/Lot	Maximum Frontage	Maximum Fee
Brandt Development Corp.	Parcel 25	Map 36/Lot 28	Tax Map Frontage-60'	$2,098.20
Christenson Family Revocable Living Trust	Parcel 38	Map 38/Lot 6	Tax Map Frontage-100'	$3,497
Wayne and Susan Copp	Parcel 39	Map 38/Lot 7	Tax Map Frontage-50'	$1,748.50
Donald F and Sharon E Cundy	Parcel 37	Map 38/Lot 5	Tax Map Frontage-60'	$2,098.20
Joanne Doyle Revocable Trust	Parcel 16	Map 36/Lot 46	Tax Map Frontage-65'	$2,273.05
Brenda J Falke Revocable Living Trust	Parcel 46	Map 38/Lot 13	Tax Map Frontage-60'	$2,098.20
Michael Fellman	Parcel 36	Map 38/Lot 4	Tax Map Frontage-80'	$2,797.60
Timothy J. Jordan and Theresa L. Jordan	Parcel 49	Map 38/Lot 18	Tax Map Frontage-31'	$1,084.07
Raoul & Roland Lacasse Family Rev. Trust	Parcel 47	Map 38/Lot 14	Tax Map Frontage-120'	$4,196.40
Joseph and Irene Medolo	Parcel 23	Map 36/Lot 26	Tax Map Frontage-60'	$2,098.20
James Durkin and Catherine O'Brien	Parcel 41	Map 38/Lot 8	Tax Map Frontage-59.42'	$2,077.92
The Puzzo Family Revocable Trust	Parcel 45	Map 38/Lot 12	Tax Map Frontage-60'	$2,098.20
The Reed Family Revocable Trust	Parcel 43	Map 38/Lot 10	Tax Map Frontage-50'	$1,748.50
Brian R. and Kenneth Sullivan	Parcel 24	Map 36/Lot 27	Tax Map Frontage-120'	$4,196.40
Scott and Karen Taft	Parcel 17	Map 36/Lot 20	Tax Map Frontage-115'	$4,021.55
K. Lee Tamey	Parcel 42	Map 38/Lot 9	Tax Map Frontage-100'	$3,497
The Webb Family Revocable Living Trust	Parcel 33	Map 36/Lot 34	Tax Map Frontage-120'	$4,196.40
TheClaude J. Dupuis Revocable Trust	Parcel 14	Map 36/Lot 18	Tax Map Frontage-60'	$2,098.20
Joyce McKenney & Peg O'Toole	Parcel 10	Map 36/Lot 14	Tax Map Frontage-180'	$6,294.60
Collins-Norris Family Trust	Parcel 11	Map 36/Lot 15	Tax Map Frontage-60'	$2,098.20
Kimberly Spolar	Parcel 13	Map 36/Lot 17	Tax Map Frontage-60'	$2,098.20
Cheryl O'Brien	Parcel 15	Map 36/Lot 19	Tax Map Frontage-60'	$2,098.20
Golden Realty Trust	Parcel 34	Map 36/Lot 35	Tax Map Frontage-50'	$1,748.50
Jake and Erin Sears	Parcel 35	Map 36/Lot 36	Tax Map Frontage-60'	$2,098.20
Jim Falzone	Parcel 12	Map 36/Lot 16	Tax Map Frontage-60'	$2,098.20
Mae J. Holtsberg	Parcel 44	Map 38/Lot 11	Tax Map Frontage-180'	$6,294.60
James and Karen Ford	Parcel 48	Map 38/Lot 15	Tax Map Frontage-100'	$3,497
				$76,249.29

The Department is respectfully requesting authorization to enter into 5-year Lease Agreements with the 27 property owners adjacent to NH Route 11 along Lake Winnipesaukee in the Town of Alton.

SGL/LMW/
Attachments

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

THE RAOUL AND ROLLANDE LACASSE FAMILY REVOCABLE TRUST OF 2017

DATED: NOVEMBER 14, 2017

Raoul Lacasse, Grantor
Rollande Lacasse, Grantor

Raoul Lacasse, Trustee
Rollande Lacasse, Trustee

Prepared by:
J. Leonard Sweeney, III.
Sweeney & Sweeney
6 Manchester Street
Nashua, NH 03064
(603) 883-0711

THE RAOUL AND ROLLANDE LACASSE
FAMILY REVOCABLE TRUST OF 2017

TRUST AGREEMENT, made on November 14, 2017, between Raoul Lacasse and Rollande Lacasse, residing in Nashua, New Hampshire (hereinafter called the "Grantors"), and Raoul Lacasse and Rollande Lacasse, residing in Nashua, New Hampshire (hereinafter called the "Trustees").

1. **TRUST PROPERTY**. All property transferred and delivered to the Trustees, which the Trustees may, at any time, hold or acquire, including cash, securities, or other property, shall be referred to collectively as the "trust estate" and held and administered and disposed of by the Trustees for the uses and purposes, and upon the terms and conditions, herein set forth.

2. **DISPOSITIVE PROVISIONS: LIFETIME**. The Trustees shall hold, manage, invest and reinvest the trust estate, and shall collect the income thereof and dispose of the net income and principal as follows:

A. Pay such parts of the income, if any, and such parts of the principal of this trust to, or for the benefit of, the Grantors as the either of the Grantors may direct from time to time for either of the Grantors' support in reasonable comfort, education (including college and professional education), and maintenance in health (including medical, dental, hospital, nursing and nursing home expenses). Any income accrued or accumulated at the time of the last of the Grantors' deaths shall be paid and transferred to principal, to be administered according to the terms hereinafter provided.

B. In addition, during the lifetime of either of the Grantors, if either of the Grantors become so incapacitated that he/she cannot exercise his/her rights under sub-paragraph 2.A. above, and there are sufficient assets in this trust to do so, the Trustees are authorized to pay such parts of the income, if any, and such parts of the principal of this trust to, or for the benefit of either of the Grantors as the Trustee(s) deem advisable for their support in reasonable comfort, education (including college and professional education), and maintenance in health (including medical, dental, hospital, nursing and nursing home expenses), taking into consideration the amount of their income from sources other than this trust.

C. Further, the Trustees are authorized to give, transfer or convey any of the trust estate to persons of the Grantors' natural affection to whom the Grantors would normally consider making such gifts, transfers or conveyances, whether outright or in trust, having in mind the ultimate objective of such gifts, transfers or conveyances is the qualification for state or federal medical, welfare or other assistance programs for the Grantors' benefit and the reduction of the state and federal estate, inheritance, transfer, legacy and succession taxes and any interest and penalties thereon imposed by reason of the Grantors' death.

3. **DISPOSITIVE PROVISIONS: AFTER DEATH**. Upon the death of the last surviving Grantor, the Trustee shall thereafter apply and distribute the trust estate as follows:

A. The Trustee shall apportion the unappointed balance of the principal and accumulated income of the trust estate, or the remaining principal and accumulated income of said trust estate, as the case may be as follow: Michel Lacasse shall be given all of the contents in all of the garages located on any real property the Trust may have an interest in, this is to include all yard equipment, tractors, tools, ect..., whether actually in a garage or reasonably assumed to be stored in a garage; the real property located in Alton, New Hampshire, shall be given in equal shares to Michel Lacasse and Nancy K. Seskes; the rest residue and remainder of the Trust Estate shall be divided into equal shares and disbursed as follows: one (1) such share each to Michel Lacasse, Nancy Seskes and Breanna Lacasse and one (1) such share to each family unit comprised of any issue of Michel Lacasse, Nancy Seskes and Breanna Lacasse should they have predeceased the Grantors. Should any of the above predecease the Grantors without having any children of their own surviving them, then their share shall be divided equally amongst the remaining persons named above, then living. The Grantors specifically make no provisions for their children, Diane Veino and France Lemoine, nor their children, if any, as the Grantors feel that they have been adequately taken care of during the Grantors' lifetimes and that both have recently taken actions which the Grantors believe were meant to be not in the best interest of the Grantors and against the Grantors wishes.

Should Breanna Lacasse be under the age of thirty five (35) at the time she is entitled to her share, then her share shall continue to be held in trust for her benefit and Michel Lacasse shall act as Trustee of said trust share. In his capacity as Trustee, Michel Lacasse may, in each and every year beginning with the date of said apportionment, pay over to said child or use, apply or expend for Breanna Lacasse's direct or indirect benefit, so much or all of the net income of said share and so much or all of the principal of said share as he may, in his sole and uncontrolled discretion, deem wise and safely consistent with said child's support in reasonable comfort, education (including college and professional education), and maintenance in health (including medical, dental, hospital, nursing and nursing home expenses). On or after her thirty fifth (35^{th}) birthday, Breanna Lacasse shall have the right to request and receive any and/or all of the principal and accrued interest of her share.

i. In the case of each share apportioned to a minor, the Trustee may, in each and every year beginning with the date of said apportionment, pay over to said child or use, apply or expend for said child's direct or indirect benefit, so much or all of the net income of said share and so much or all of the principal of said share as the Trustee may, in its sole and uncontrolled discretion, deem wise and safely consistent with said child's support in reasonable comfort, education (including college and professional education), and maintenance in health (including medical, dental, hospital, nursing and nursing home expenses).

a. Whenever, at or after said time of apportionment, said child shall have attained the age of twenty-five (25) years, he/she shall have the right to request in writing and to receive all of the principal and accrued interest of his/her share;

b. It is the Grantor's belief that, in some circumstances, it may be beneficial for said child to leave the management of his trust share in the hands of the Trustee.

Therefore, said child may elect to leave his trust share, or any portion thereof, in the hands of the Trustee, as a separate fund, to be held and administered and disposed of as said child shall direct.

c. The share held by the Trustee for the benefit of a child as hereinabove described shall, from the time of the death of the child after the time hereinabove set for apportionment into shares, be administered for the benefit of the child's issue in the manner herein described in sub-paragraph 3.2.b, except that the period of twenty-one (21) years therein specified shall, for the purposes of this sub-paragraph, be taken to run from the date of the child's death.

ii. Each share apportioned into the living issue of a deceased child of the Grantor shall be administered for the benefit as a family group of such of the issue of said deceased child as from time to time shall be living; and the Trustee may make such payments, use, application, expenditure or accumulation of the income and principal thereof as it shall think proper for the direct or indirect benefit of the members of said family group without being required to observe any precept or rule of equality of enjoyment as between said members.

Final distribution shall be made of whatever shall remain of said share, *per stirpes*, among said living issue and free and clear of all trusts, at a time to be chosen by the Trustee, but not later than twenty-one (21) years after the date hereinabove set for said apportionment.

iii. If at any time before the final distribution of any of the trust shares hereinabove described (after taking into consideration all provisions thereof), there shall be no person in existence who is eligible to have the benefit of the trust of such share, then the share in question shall be reapportioned in equal shares among the other shares of the trust estate apportioned pursuant to the above, and each equal share shall continue to be held and administered in trust or distributed free and clear of all trusts, as the case may be, to or for the benefit of persons then and thereafter living, in accordance with the fortunes of the share to which said reapportionment is made.

B. The provisions contained hereinabove which require the Trustee to apportion the trust estate into shares and parts of shares are for purposes of computation only and shall not be construed to require the Trustee to make physical segregation of one share or a part of a share from the others, although the Trustee shall have full right to make such segregation if it thinks it better to do so.

Notwithstanding said provisions, the Trustee shall have the full right to regard the trust estate as one undivided estate for purposes of management and investment.

C. If the Grantors' or the executor of the Grantors' estates or any other individual (including any individual who shall transfer property in trust hereunder or the executor or administrator of the estate of such individual), has allocated any portion or all of any Generation Skipping Transfer (GST) exemption provided by Section 2631(a) of the Internal Revenue Code of 1986, as amended, (and any corresponding sections of any future Internal Revenue Code) to any property to be held in trust hereunder, then notwithstanding anything to the contrary contained in this agreement, the Trustee is authorized to establish such number of separate trusts, with identical terms, to hold the property received in trust hereunder as it, in its sole discretion, shall deem advisable, bearing in mind the allocation of the said GST exemption and the desirability that any trust to which all or any portion of the said GST exemption is allocated shall, if practical, have an inclusion ratio of zero.

Further, the Trustee is authorized to allocate such trusts among the trust shares hereinabove created in order to minimize (or eliminate, if possible) any GST tax.

D. It is the Grantors' belief that, in some circumstances, it may be beneficial for said beneficiary to leave the management of his/her trust share in the hands of the Trustees.

Therefore, said beneficiary may elect to leave his/her trust share, or any portion thereof, in the hands of the Trustees, as a separate fund, to be held and administered and disposed of as said beneficiary shall direct.

E. If, at any time before the final distribution of all of the trust shares hereinabove described, there shall be no person in existence who is eligible to have the benefit of any trust shares, the Trustees shall divide all of the trust estate then remaining amongst those persons then living who would have taken the Grantors' estate, and in such shares thereof as they would have taken, had the Grantor's then died intestate, domiciled in New Hampshire.

G. The provisions contained hereinabove which require the Trustees to apportion the trust estate into shares and parts of shares are for purposes of computation only and shall not be construed to require the Trustees to make physical segregation of one share or a part of a share from the others, although the Trustees shall have full right to make such segregation if it thinks it better to do so.
Notwithstanding said provisions, the Trustees shall have the full right to regard the trust estate as one undivided estate for purposes of management and investment.

H. If a Grantor or the executor of a Grantor's estate or any other individual (including any individual who shall transfer property in trust hereunder or the executor or administrator of the estate of such individual), has allocated any portion or all of any Generation Skipping Transfer ("GST") exemption provided by Section 2631(a) of the Internal Revenue Code of 1986, as amended, (and any corresponding sections of any future Internal Revenue Code) to any property to be held in trust hereunder, then notwithstanding anything to the contrary contained in this agreement, the Trustees is authorized to establish such number of separate trusts, with identical terms, to hold the property received in trust hereunder as it, in its sole discretion, shall deem advisable, bearing in mind the allocation of the said GST exemption and the desirability that any trust to which all or any portion of the said GST exemption is allocated shall, if practical, have an inclusion ratio of zero.
Further, the Trustees is authorized to allocate such trusts among the trust shares hereinabove created in order to minimize (or eliminate, if possible) any GST tax.

I. The provisions made for the beneficiaries under this Trust are part of an overall plan provided for them under the Grantors' estate plans. If any of them shall make a successful legal attack against the validity of any instrument comprising such estate plan or otherwise makes a successful claim for an alternate benefit provided under law, and as a result shall receive more than he or she otherwise would be entitled to under the Grantors' estate plans, the Grantors' objectives will be disrupted. In order to minimize such attacks, and claims, it is hereby directed that no portion of the property of Grantors' estates shall be distributed to any beneficiary under this Trust or otherwise if such beneficiary or such beneficiary's spouse shall institute any legal proceeding that seeks:

i. to collect from either Grantor's probate estates or from this Trust any alleged debt not evidenced by a written instrument signed by either Rollande Lacasse or Raoul Lacasse, after the date of this Agreement, or

ii. to invalidate either of the Grantors' wills or any trust or other instrument created by Rollande Lacasse or Raoul Lacasse, if such invalidity would otherwise, directly or indirectly, increase the amount payable to such beneficiary under this Trust or from any other instrument created by either Grantor, or from either Grantors' estate in any manner.

It is hereby expressly stated that Rollande Lacasse and Raoul Lacasse, individually and as Trustees hereunder, owe nothing to any beneficiary hereunder nor to his or her spouse; any benefits payable to a beneficiary from either Grantor's estate or from this Trust or other instrument comprising either Grantor's estate plan is payable solely in lieu of any amounts which such beneficiary or his or her spouse nevertheless might be deemed to be owed by either Grantor or by this Trust. In the event of any proceeding, by a beneficiary hereunder or by the spouse of a beneficiary, to collect such an alleged debt or to invalidate this Trust or other instrument comprising either Grantor's estate plan or in the event such beneficiary seeks any alternate benefits provided by law, such beneficiary shall be deemed to have irrevocably disclaimed any and all rights to ever receive any amounts under this Trust, such disclaimer being deemed to have been made as of-the date of death of either Rollande Lacasse or Raoul Lacasse. Such beneficiary shall forfeit any and all of his or her rights hereunder, notwithstanding the success of the proceeding to collect such alleged debt or to invalidate part or all of this Trust or other instrument, and such beneficiary shall repay to this Trust any benefits previously received by him or her. In addition, any beneficiary who for himself or herself, or whose spouse, shall, in any legal proceeding (not including a good faith attempt to enforce the provisions made by the Grantors for such beneficiary), institute a claim that waives the provisions of either of the Grantor's wills in favor of alternate provisions provided under law, makes a claim as a pretermitted heir, or otherwise claims any benefit not expressly provided for such beneficiary or spouse by either Grantor, whether under their wills, under this Trust, or under any other instrument created by them, such beneficiary shall also be deemed to have so disclaimed any and all rights to ever receive any amounts under this Trust and shall forfeit any and all rights hereunder. If the property forfeited becomes of the operation of this Agreement would otherwise go to any issue of the beneficiary forfeiting such property, then all of such beneficiary's issue shall also be deemed to have disclaimed such forfeited property at the same time as the beneficiary is deemed to have disclaimed it. The Trustees shall have the sole discretion to interpret the operation of this Agreement as applied to a particular set of facts and any decision made by the Trustees in good faith shall be final and binding.

4. **TRUSTEES' POWERS DURING GRANTORS' LIFETIME**. In the administration of the trust estate, the Trustees shall have all of the powers granted to Trustees under the Uniform Trustees' Powers Act, RSA 564-A, RSA 564-B and RSA 564-C, as they may be amended from time to time, without restrictions, when their exercise is not inconsistent with the following powers which the Trustees shall have during the lifetime of the Grantors:

A. The Trustees shall retain as an investment, unless and until one or both of the Grantors by a writing delivered to the Trustees shall otherwise direct, all of the securities and other property originally assigned, transferred, or delivered to the Trustees hereunder or at any time forming a part of the trust estate, whether or not such securities or other property by of the character authorized by the laws of the State of New Hampshire for the investment of trust funds.

B. The Trustees shall purchase, sell, lease, or alter any investment held under this agreement, only in accordance with directions received by it from one or both of the Grantor's, whether in writing, by telephone call, electronic facsimile transmission, computer message or other current non-written method of business communication, whether or not the investment shall be of the character authorized by the laws of the State of New Hampshire for investment of trust funds. Without intending in any way to limit the powers conferred upon the Trustees by this paragraph, the Trustees is specifically authorized and empowered to retain as investments of the trust estate, or, upon receiving a direction in writing from the Grantor's so to do, to invest the whole or any part of the trust estate in common or preferred stocks, or both, of any one or more corporations, or in any non-income-producing securities or other property, or in any so-called wasting investments.

C. The Trustees are authorized to buy, sell and trade in securities of any nature, on margin, and for such purpose to maintain and operate margin accounts with brokers, and to pledge any securities held or purchased by it with such brokers as security for loans and advances made to the Trustees.

D. Provided only that it shall have attempted in good faith to comply with directions received by it from the Grantors, the Trustees shall not be responsible or liable in any way for any action taken with respect to any investment of the trust estate, or for any loss or depreciation resulting from the purchase, retention, sale, exchange, lease, or alteration of any investment, or from any want of diversification of the investments of the trust estate, and shall have no duty to advise anyone with respect to the desirability of any such action. The Trustees shall be entitled to assume that the Grantors is still living until it shall have received notice in writing of the Grantors' death.

E. If at any time during either of the Grantors lifetimes, either of the Grantors shall deliver to the Trustees a notice in writing signed by a Grantor stating in substance that the Grantor relinquishes the powers hereinabove reserved by the Grantor, then such powers shall cease and terminate, and from and after the delivery of such notice the Trustees shall have those powers with respect to the trust estate given to it under Paragraph 5.

F. If at any time during either of the Grantors lifetimes, there is delivered to the Trustees other than a Grantor, if any, or, if none, then to the successor Trustees, a written opinion, signed by a licensed physician, stating that both of the Grantors have become incompetent or incapacitated, then from and after the delivery of such written opinion the Trustees other than the Grantors, or the successor Trustees, as the case may be, shall have those powers and authorities with respect to the trust estate given to it under sub-paragraph 2.B. and Paragraph 5.

G. If there shall be co-Trustees of this trust at any time, any such co-Trustees may exercise such powers of the Trustees in its sole and absolute discretion without obtaining the permission or approval of the other co-Trustees or co-Trustees. In addition, any such co-Trustees may sign any documents necessary to carry out such powers, without obtaining the signature of the other co-Trustees or co-Trustees. With respect to a third person dealing with a Trustees or assisting a Trustees in the conduct of a transaction, the existence of trust powers and their exercise by the Trustees may be assumed without inquiry. A third person is not bound to inquire whether the Trustees has power to act or is properly exercising the power, and a third person, without actual knowledge that the Trustees is exceeding its powers or improperly exercising them, is fully protected in dealing with the Trustees as if the Trustees possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the Trustees.

H. The Trustees may buy, sell, lease, borrow against, lien, mortgage or otherwise encumber any real or personal property owned by the Trust.

I. The Trustees may invest in and hold property which is used as the principal residence, furniture, automobile, and other such items despite the fact that such property is non-income-producing.

J. If the Trust owns or becomes the owner of any business interest, the Trustees shall, in addition to all powers conferred upon it by applicable law, have the following powers with respect to that interest and with respect to that business:

i. To retain and continue to operate the business for such period as the Trustees may deem advisable.

ii. To control, direct and manage the business. In this connection, the Trustees in its sole discretion, shall determine the manner and extent of its active participation in the operation, and the Trustees may delegate all or any part of its power to supervise and operate, to such person or persons as it may select, including any associate, partner, officer or employee of the business.

iii. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants and such another representatives as the Trustees may deem appropriate, including the right to employ any beneficiary (or individual Trustees) in any of the foregoing capacities.

iv. To invest other trust funds in such business, to pledge other assets of the Trust as security for loans made to such business; and to loan funds from the Trust to such business, and to borrow from any bank or other lending institution, including any named corporate fiduciary, on such terms as are currently competitive.

v. To organize a corporation under the laws of this or any other state or country and to transfer thereto all or any part of the business or other property held in the Estate or Trust, and to receive in exchange therefor such stocks, bonds and other securities as the Trustees may deem advisable.

vi. To take any action required to convert any corporation into a partnership, limited liability company or sole proprietorship.

vii. To treat the business as an entity separate from the Trust. In its accounting to the court and to any beneficiaries, the Trustees shall only be required to report the earnings and condition of the business in accordance with standard corporate accounting practice.

viii. To retain in the business such amount of the net earnings for working capital and other purposes of the business as the Trustees may deem advisable in conformity with sound business practice.

ix. To purchase, process and sell merchandise of every kind and description, and to purchase and sell machinery and equipment, furniture and fixtures and supplies of all kinds.

x. To sell or liquidate all or any part of any business at such time and price and upon such terms and conditions (including credit) as the Trustees may determine, whether or not said business shall, in the Trustees' sole and uncontrolled determination, be a productive investment of the trust estate. The Trustees is specifically authorized and empowered to make such sale to any partner, officer or employee of the business (or to any individual Trustees) or to any beneficiary hereunder.

xi. To exercise any of the rights and powers herein conferred in conjunction with another or others.

xii. To diminish, enlarge or change the scope or nature of any business.

Both Rollande Lacasse and Raoul Lacasse are aware that certain risks are inherent in the operation of any business and expect that decisions will be required of a "businessman's risk" nature as contrasted with the "prudent man rule." Therefore they direct that the Trustees shall not be liable for any loss arising out of the retention and operation of any business unless such loss shall result from the Trustees' bad faith or willful misconduct. In determining any question of liability for loss, it should be considered that the Trustees is engaging in a speculative enterprise at their express request.

If any business operated by any of the Trustees pursuant to the authorization contained in the Trust shall be unincorporated, then the Grantors direct that all liabilities arising therefrom shall be satisfied first from the business itself and second out of the Trust. It is the Grantors intention that in no event shall any such liability be enforced against the Trustees personally. If the Trustees shall be held personally liable, it shall be entitled to indemnity firsts from the business and second from the Trust.

It is recognized that any business interest which may be included in any trust may require additional efforts and expertise on the part of the fiduciary. Accordingly, additional fees may be required. Such fees may be taken as a director's fee, which will be remitted to the fiduciary, and/or as a management consultant charge by the fiduciary.

K. If there shall be co-Trustees of this Trust at any time, any such co-Trustees may exercise such powers of the Trustees in its sole and absolute discretion without obtaining the permission or approval of the other co-Trustees or co-Trustees. In addition, any such co-Trustees may sign any documents necessary to carry out such powers, without obtaining the signature of the other co-Trustees or co-Trustees. With respect to a third person dealing with a Trustees or assisting a Trustees in the conduct of a transaction, the existence of trust powers and their exercise by the Trustees may be assumed without inquiry. A third person is not bound to inquire whether the Trustees has power to act or is properly exercising the power, and a third person, without actual knowledge that the Trustees is exceeding its powers or improperly exercising them, is fully protected in dealing with the Trustees as if the Trustees possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the Trustees.

5. **TRUSTEES' POWERS AFTER GRANTORS' INCAPACITY OR DEATH**. In the administration of the trust estate, the Trustees shall have all of the powers granted to Trustees under the Uniform Trustees' Powers Act, RSA 564-A, RSA 564-B and RSA 564-C, as they may be amended from time to time, without restrictions, either after the death or incapacity of the Grantor's, or after delivery of the notice referred to in either sub-paragraph 4.E.or 4.F. above.

In addition to such powers and not in limitation thereof, the Trustees shall have the following powers:

A. To loan funds to either of the Grantors estates upon such terms and conditions as to interest rates, maturities, and security as the Trustees shall determine.

B. To make payments, transfers or conveyances, to the extent possible, to the estate of either Grantor (after exhaustion of the assets of that Grantors estate) to satisfy legacies, bequests or devises, if any, made under that Grantors will or included in that Grantors estate for other purposes, if that Grantors estate shall be insufficient to satisfy such legacies, bequests or devises.

C. To invest in common trust funds.

D. To buy, sell and trade in securities of any nature, on margin, and for such purpose to maintain and operate margin accounts with brokers, and to pledge any securities held or purchased by it with such brokers as security for loans and advances made to the Trustees.

E. To purchase, sell, lease, or alter any investment by buy or sell orders transmitted by it, whether by telephone call, electronic facsimile transmission, computer message or other current non-written method of business communication.

F. To select property, in its absolute discretion, to be allocated to any trust hereunder or to be distributed in satisfaction of any gift provided for herein without respect to the income tax basis of such property, and the Trustees is specifically excused from any duty of impartiality with respect to the income tax basis of such property.

In the event that residential real estate is held in the trust estate, the Trustees may allocate said residential real estate to any trust created hereunder, to be held and administered and disposed of pursuant to the provisions thereof.

G. If there shall be co-Trustees of this trust at any time, any such co-Trustees may exercise such powers of the Trustees in its sole and absolute discretion without obtaining the permission or approval of the other co-Trustees or co-Trustees. In addition, any such co-Trustees may sign any documents necessary to carry out such powers, without obtaining the signature of the other co-Trustees or co-Trustees. With respect to a third person dealing with a Trustees or assisting a Trustees in the conduct of a transaction, the existence of trust powers and their exercise by a Trustees may be assumed without inquiry. A third person is not bound to inquire whether the Trustees has power to act or is properly exercising the power, and a third person, without actual knowledge that the Trustees is exceeding its powers or improperly exercising them, is fully protected in dealing with the Trustees as if the Trustees possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the Trustees.

i. If the Trust owns or becomes the owner of any business interest, the Trustees shall, in addition to all powers conferred upon it by applicable law, have the following powers with respect to that interest and with respect to that business:

a. To retain and continue to operate the business for such period as the Trustees may deem advisable.

b. To control, direct and manage the business. In this connection, the Trustees in its sole discretion, shall determine the manner and extent of its active participation in the operation, and the Trustees may delegate all or any part of its power to supervise and operate, to such person or persons as it may select, including any associate, partner, officer or employee of the business.

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants and such another representatives as the Trustees may deem appropriate, including the right to employ any beneficiary (or individual Trustees) in any of the foregoing capacities.

d. To invest other trust funds in such business, to pledge other assets of the Trust as security for loans made to such business; and to loan funds from the Trust to such business, and to borrow from any bank or other lending institution, including any named corporate fiduciary, on such terms as are currently competitive.

e. To organize a corporation under the laws of this or any other state or country and to transfer thereto all or any part of the business or other property held in the Estate or Trust, and to receive in exchange therefor such stocks, bonds and other securities as the Trustees may deem advisable.

f. To take any action required to convert any corporation into a partnership, limited liability company or sole proprietorship.

g. To treat the business as an entity separate from the Trust. In its accounting to the court and to any beneficiaries, the Trustees shall only be required to report the earnings and condition of the business in accordance with standard corporate accounting practice.

h. To retain in the business such amount of the net earnings for working capital and other purposes of the business as the Trustees may deem advisable in conformity with sound business practice.

i. To purchase, process and sell merchandise of every kind and description, and to purchase and sell machinery and equipment, furniture and fixtures and supplies of all kinds.

j. To sell or liquidate all or any part of any business at such time and price and upon such terms and conditions (including credit) as the Trustees may determine, whether or not said business shall, in the Trustees' sole and uncontrolled determination, be a productive investment of the trust estate. The Trustees is specifically authorized and empowered to make such sale to any partner, officer or employee of the business (or to any individual Trustees) or to any beneficiary hereunder.

k. To exercise any of the rights and powers herein conferred iii conjunction with another or others.

l. To diminish, enlarge or change the scope or nature of any business.

Rollande Lacasse and Raoul Lacasse, are aware that certain risks are inherent in the operation of any business and expect that decisions will be required of a "businessman's risk" nature as contrasted with the "prudent man rule." Therefore the Grantors direct that the Trustees shall not be liable for any loss arising out of the retention and operation of any business unless such loss shall result from the Trustees' bad faith or willful misconduct. In determining any question of liability for loss, it should be considered that the Trustees are engaging in a speculative enterprise at the Grantors express request.

If any business operated by the Trustees pursuant to the authorization contained in the Trust shall be unincorporated, then the Grantors direct that all liabilities arising therefrom shall be satisfied first from the business itself and second out of the Trust. It is the Grantors intention that in no event shall any such liability be enforced against the Trustees personally. If the Trustees shall be held personally liable, it shall be entitled to indemnity firsts from the business and second from the Trust.

It is recognized that any business interest which may be included in any trust may require additional efforts and expertise on the part of the fiduciary. Accordingly, additional fees may be required. Such fees may be taken as a director's fee, which will be remitted to the fiduciary, and/or as a management consultant charge by the fiduciary.

H. If there shall be co-Trustees of this Trust at any time, any such co-Trustees may exercise such powers of the Trustees in its sole and absolute discretion only after obtaining the written permission or approval of the other co-Trustees or co-Trustees. In addition, any such co-Trustees may sign any documents necessary to carry out such powers, only after obtaining the written permission or approval of the other co-Trustees or co-Trustees. With respect to a third person dealing with a Trustees or assisting a Trustees in the conduct of a transaction, the existence of trust powers and their exercise by the Trustees may not be assumed without inquiry. A third person is bound to inquire whether the Trustees has power to act or is properly exercising the power. A third person is not bound to assure the proper application of trust assets paid or delivered to the Trustees.

6. **ADDITIONAL PROPERTY**. The Grantor's may, by will, trust or during his lifetime, from time to

time, transfer and deliver to the Trustees cash, securities, and other property acceptable to the Trustees, in addition to the property presently transferred and delivered, and such cash, securities, and other property shall be held, administered, and disposed of by the Trustees in accordance with the provisions of this agreement without the execution of any further instrument or declaration.

7. **ACCOUNTING BY TRUSTEES**.

A. At any time and from time to time, the Grantors shall have the power, by written instrument signed and acknowledged by either of the Grantors and delivered to the Trustees, to settle the account of the Trustees with respect to principal or income, or with respect to both principal and income, and to release and discharge the Trustees of and from any and every claim, demand, accountability, and liability of every nature, arising from any matter or thing done or omitted to be done, in connection with this agreement or any trust hereby created, during the period in respect of which the account of the Trustees shall have been so settled.

Every such settlement, release, and discharge shall be conclusive and binding upon, and shall be an absolute protection to the Trustees against all claims of any income beneficiaries, remainderman, or other persons who might then or thereafter have or claim any interest under this agreement, and no such income beneficiary, remainderman, or other person shall have the right of accounting, any claim, or any cause of action against the Trustees arising from any matter or thing done or omitted to be done in connection with this agreement or any trust hereby created, during any period in respect of which the account of the Trustees shall have been so settled.

B. At any time and from time to time after the death or incapacity of the Grantor's, the beneficiary or a majority of the beneficiaries to whom or to whose use the current net income of the trust estate is at the time authorized or required to be paid or applied and who shall at the time be at least eighteen (18) years of age may, by a written instrument signed and acknowledged by him or them, as the case may be, and delivered to the Trustees, similarly settle the account of the Trustees with respect to principal or to income, or with respect to both principal and income, and release and discharge the Trustees of and from any and every claim, demand, accountability, and liability of every nature, arising from any matter or thing done or omitted to by done, in connection with the agreement or any trust hereby created, during the period in respect of which the account of the Trustees shall have been so settled.

Any such settlement, excepting only for actions of the Trustees which are found by a court of competent jurisdiction to be willfully or intentionally fraudulent, shall have the same effect in respect of the period covered by the account so settled (which period may cover any time prior to as well as after the death or incapacity of the Grantors) as would a settlement made by the Grantors in respect of a period prior to the Grantors deaths or incapacity as hereinabove provided.

C. The failure of any person to object in writing to the Trustees to such an account within thirty (30) days after the delivery of the same to such person hereunder shall be final and binding to the same extent as the written approval hereinabove provided.

D. During the life of either of the Grantors, the Trustees shall not have any obligation to provide a qualified or other beneficiary, other than the Grantors themselves, with a copy of the Trust, Trustees' reports or other information related to the administration of the Trust or notice of the existence of the Trust. Following the death of both of the Grantors, after the date the Trustees send a report to a beneficiary, that beneficiary may not commence a proceeding against the Trustees for breach of trust more than the later of: 1) thirty (30) days thereafter or 2) the minimum time permitted by the Uniform Trust Code in the situs where the Trust is located if such Uniform Trust Code is then in effect. The Trustees shall notify each beneficiary of this limitation. The Trustees may also appoint a Trust Protector, as that term is defined in the Uniform Trust Code, to receive accountings on behalf of any qualified or other beneficiary.

8. **SUCCESSOR TRUSTEES**. The following provisions shall govern the addition, removal and succession of the Trustees:

A. The Grantors may, during either of their lifetimes, add any additional Trustees, or remove any Trustee(s) hereunder and appoint a successor Trustee(s).

B. If neither of the Grantors shall be able or willing to serve in the capacity of Trustee for any reason, then Nancy Seskes and Breanna Lacasse, shall serve jointly in their stead. Should either be unable or unwilling to do so for any reason, then the other may serve in said capacity individually.

i. In the event there shall be no successor Trustees who shall be able or willing to serve in the capacity of Trustees, then a majority of the beneficiaries to whom or for whose use the current net income of the trust estate is at the time authorized or required to be paid or applied, either,

a. acting individually, if then eighteen (18) years of age, or,

b. by his or her Guardian or Conservator, if then under guardianship or conservatorship, shall appoint a successor Trustees.

C. In the event any beneficiary of the trust, other than the Grantor's, shall serve in the capacity of co-Trustees, then the discretionary powers to determine whether income or principal is to be distributed to said beneficiary or to any person to whom said beneficiary owes an obligation of support shall be exercisable only by the remaining Trustees.

It is the Grantors' intention by this sub-paragraph to prohibit said beneficiary from benefiting himself or herself as beneficiary in any way by the exercise of such discretionary powers vested in the Trustees as a group.

D. In the event that any beneficiary of the trust, other than a Grantor, shall serve in the capacity of sole Trustees and the Trustees has discretionary powers to distribute income or principal to himself, herself, or to any person to whom he or she owes an obligation of support, then such distributions of income or principal shall be exercisable by the sole Trustees.

The maximum amount that may be withdrawn annually by each such beneficiary under this sub-paragraph, however, shall not exceed the maximum amount over which an individual may have a power of withdrawal without its lapse in such year being deemed to be a release of such power under Section 2514(e) of the Internal Revenue Code of 1986, as amended, and any corresponding Sections of any future Internal Revenue Code.

E. No successor Trustees shall be liable or responsible in any way for any actions or defaults of any predecessor Trustees, nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustees. Any successor Trustees shall have, from and after its appointment or succession to office hereunder and without any assignment or other action by any person, all the rights, interests, and powers, including discretionary rights and powers, which are by the provisions of this trust agreement granted to and vested in the Trustees named herein.

F. In the event that a corporation or financial institution shall be serving as Trustees hereunder, a majority of the beneficiaries to whom or for whose use the current net income of the trust estate is at the time authorized or required to be paid or applied, and who shall at the time be at least eighteen (18) years of age, may be a written instrument signed and acknowledged by them and delivered to such corporation or financial institution, remove said Trustees and appoint as its successor Trustees, any corporation or financial institution having a trust department capable or rendering financial advice concerning the investments of the trust estate.

9. **FIDUCIARIES**. No person dealing with the Trustees shall be responsible for the application of any money, securities, or other property paid or delivered, and the receipt of the Trustees shall be a full

discharge; and no person dealing with the Trustees, and no issuer, transfer agent, or other agent of any issuer of any securities shall be under any obligation to ascertain or inquire into the power of the Trustees to purchase, sell, exchange, transfer, mortgage, pledge, create a security interest in, lease, distribute, or otherwise dispose of or deal with any money, securities, or other property.

The Trustees shall not at any time be held liable for any action taken or not taken, including any action intended to lessen or eliminate the impact of estate or generation-skipping transfer taxes with respect to any generation or beneficiary, whether or not such action is successful in achieving the results sought and without regard to its effect on other beneficiaries in the same or different generations, or for any loss or depreciation in the value of any property in any trust created herein, whether due to an error of judgment or otherwise where the Trustees has exercised good faith and ordinary diligence in the exercise of its duties.

The Trustees shall receive reasonable compensation for its services in the administration of the trusts created herein, including reimbursement for amounts reasonably expended for bookkeeping services, investment services and advice, and other professional or para-professional services. In addition to the compensation herein provided, the Trustees shall receive reasonable compensation for any legal services provided for the benefit of the trust estate, such as handling any litigation involving the trust, preparing state or federal income tax returns, and transferring any real estate.

10. **TAX PROVISION.** The trust estate shall not be charged with the payment of any estate, inheritance, legacy, death taxes or duties of any nature (state or federal), or any interest or penalty thereon, except to the extent that the other assets in either Grantors estate (excluding any assets which may be exempted from the payment of such taxes by the last will of either Grantor) shall be insufficient to discharge such taxes, interest or penalties or shall be insufficiently liquid to satisfy the same. The Trustees may rely conclusively upon written certification from the executor of either Grantors estate, or if no probate administration of either Grantors estate is required under applicable law, upon request of the person or persons nominated as executor under either Grantors will or upon any other evidence, as to the existence of such insufficiency and the amount thereof; provided, however, that the Trustees shall not pay any additional tax imposed under Section 2032A of the Internal Revenue Code of 1986, or any provision successor thereto, or any generation-skipping transfer taxes imposed under Chapter 13 of the Internal Revenue Code of 1986, or any provision successor thereto, imposed by reason of either Grantors death. If the Trustees shall be required to pay any such taxes, they shall be charged against the principal of the trust estate as an expense without apportionment.

Provided, however, that in the event that United States Treasury bonds eligible for redemption at par in payment of federal estate taxes are part of the trust estate, the Trustees shall use such bonds to pay the federal estate taxes due upon either Grantors estate, so that a maximum benefit may be obtained by either Grantors estate by the use of this investment.

Provided, further, that in the event that no probate administration of a Grantors' estate is required under applicable law, the Trustees shall have all the powers and authority given the executor under either Grantors will in relation to such taxes, including all elections and allocation of the generation-skipping transfer tax. exemption under Section 2631 of the Internal Revenue Code of 1986, or any provision successor thereto.

11. **DEBTS AND EXPENSES.** The trust estate shall not be charged with the payment of legal debts of either Grantors' estate, funeral expenses or expenses of administration of either Grantors estate except to the extent that the other assets in either Grantors estate shall be insufficient to discharge such debts and expenses, or shall be insufficiently liquid to satisfy the same. The Trustees may rely conclusively upon written certification from the executor of either Grantors estate, or if no probate administration of either Grantors estate is required under applicable law, upon request of the person or persons nominated as executor under either Grantors' will, or upon any other evidence, as to the existence of such insufficiency and the amount thereof If the Trustees shall be required to pay any such debts and expenses, the same shall be treated as debts and expenses of the trust estate (to the extent the assets of either Grantors estate are insufficient to satisfy the same) or as loans to either Grantors estate (to the extent the liquid assets of either Grantors estate are insufficient to. satisfy the same) if any such debts and expenses are deducted for federal estate tax purposes in computing the value of either Grantors taxable estate under Section 2053 of the Internal Revenue Code of 1986, or any provision successor thereto. If any such debts and expenses are either not so deducted or deductible under Section 2053 of the Internal Revenue Code of 1986, or any provision successor thereto, however, the same shall be charged against the principal of the trust estate as an expense without apportionment.

This provision shall confer no rights upon anyone except the executor of either Grantors estate.

12. **RETIREMENT BENEFITS.** Not withstanding any other provision hereof, and except as provided in this Paragraph, the Trustees may not distribute to or for the benefit of the Grantors' estates, any

charity or any other non-individual beneficiary any benefits payable to this Trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "minimum distribution rules" of Section 401(a) (9) of the Internal Revenue Code of 1986, or any provision successor thereto, or other applicable law. It is the Grantors' intent that all such retirement benefits be distributed to or held for only individual beneficiaries, within the meaning of Section 401(a) (9) of said Code and applicable regulations. This Agreement shall not apply to any charitable distribution which is specifically directed to be funded with retirement benefits by other provisions of this Trust Agreement.

13. **PERPETUITIES**. If any trust created hereunder shall violate any applicable rule against perpetuities, or any similar rule of law, the Trustees is hereby directed to terminate such trust on the date limited by such rule or law, and, thereupon, the property held in such trust shall be distributed to the persons then entitled to share the income therefrom in the proportions in which they are then entitled to share such income, notwithstanding any provisions of this trust to the contrary.

14. **SPENDTHRIFT PROVISION**. Except as herein otherwise provided, the interest of any beneficiary hereunder, either as to income or principal, shall not be anticipated, alienated or in any other manner assigned or pledged or promised by such beneficiary, and shall not be reached by, or subject to, any legal, equitable or other process, including any bankruptcy proceeding, or be subject to the interference or control of creditors or others in any way or manner, and all payments to, or the interest of, any beneficiary shall be free from the control or claim of any spouse.

15. **DISABLED BENEFICIARIES.**

A. During such lime or times as any beneficiary (whether named or described herein) in whose favor discretion might be exercised or who otherwise would be entitled to principal or income of any trust created hereunder, is a resident of any state or other publicly-supported institution for the mentally or otherwise handicapped, or such handicapped person is a recipient of public or private assistance (including but not limited to personal or financial assistance provided by, through or in conjunction with departments, agencies or programs of local, state or federal governments) by reason of such person's handicap, the Trustees shall not be empowered to pay any principal or income to or for the care, support or maintenance of such person or persons. In so providing it is the Grantors explicit intention to prohibit any person, department, agency or institution from relying to any extent upon the trust estate or its income to discharge or offset any costs for the care, support and/or maintenance of such mentally or otherwise handicapped person or person and to preserve the trust estate and its income for the purposes set forth herein.

B. Without being under any obligation to make any such payment or payments, the Trustees, in the Trustees' sole, absolute and unfettered discretion, shall have the power (but not the duty) to expend such amounts of net income (and, if appropriate in the Trustees' sole and absolute judgment, the principal) of the trust estate as the Trustees deem appropriate for the following purposes to better the quality of life of such mentally or otherwise handicapped person or persons:

i. To provide him or her with toilet articles and grooming aids;

ii. To pay reasonable travel and related expenses incurred in permitting him or her to visit relatives and friends, or, for them to make periodic visits to him or her;

iii. To pay for (or reimburse others for the payment of) reasonable expenses to assist him or her in participation in cultural and recreational programs, and periodic outings, that are not provided where he or she resides;

iv. To pay for dental and medical services, including plastic surgery (and to purchase insurance for such services), for him or her if such' services are not paid for by private insurance or any governmental programs or are not otherwise provided by governmental authorities;

v. To pay for services rendered to him or *her* by therapists, teachers, tutors and other professional persons, provided, however, that such persons do not render such services in their capacity as employees of any governmental authority or employees of the place where he or she resides, and

vi. To pay for or provide other items, amenities or benefits, including but not limited to small luxuries and pocket money, which, in the Trustees' sole judgment, would enrich or enhance the life of said person, and are not furnished or paid for by any governmental authority or other public or private department, agency or institution.

C. This Trust shall not be deemed to be a resource to a mentally or otherwise handicapped beneficiary and, as a discretionary spendthirft trust, neither the Trust's income or principal shall be available to such person except in the Trustees' sole discretion, and then only to the extent that absolutely no other resources are available to provide the benefits summarized in Subparagraph B. of this Paragraph above for said beneficiary.

D. No interest in income or principal shall be transferable, voluntarily or involuntarily, by said handicapped person or be subject to the claims or creditors (including but not limited to claims of local, state or federal governments for any assistance for which said handicapped person qualifies and receives) or of a spouse or former spouse of said handicapped person.

F. If the handicapped beneficiary shall not survive the Grantors, any interest of any kind in the trust estate made by this Paragraph shall lapse and shall be disposed of as otherwise provided in this Trust as if that beneficiary predeceased the Grantors.

G. Upon the death of the handicapped beneficiary, any interest which said person may have in the trust estate, if any, shall be paid and distributed as if that beneficiary predeceased the Grantors.

H. The Trustees discretion in making discretionary non-support disbursements as provided for in this Paragraph shall be final as to all interested parties, even if the Trustees elects to make no disbursements at all. Furthermore, the Trustees acts may be arbitrary and unreasonable. The Trustees sole and independent judgment, rather than any other parties' criteria or determination, is intended and shall be the criterion by which disbursements, if any, are made. No court or any other person shall substitute its or their judgment for the decision or decisions made by the Trustees under this Paragraph.

16. **WITHHOLDING OR TERMINATION OF BENEFICIARY'S INTEREST.**

A. Notwithstanding the forgoing dispositive provisions contained in this Trust Agreement, but subject to the limitations set forth in this Paragraph, the Trustees shall have the sole and absolute discretion to withhold or postpone any or all nondiscretionary distributions of principal to a primary beneficiary or any contingent beneficiary if the Trustees determines, given the circumstances at the time, that the distribution should be withheld or postponed for any of the following reasons:

i. The beneficiary is physically, mentally or emotionally impaired in a manner which affects the beneficiary's ability to effectively manage the distribution;

ii. The beneficiary has a substance abuse or dependency problem which might adversely affect the beneficiary's ability to manage the distribution;

iii. The beneficiary has been convicted of a felony, involving drugs or narcotics, unless a five (5) year period has followed said conviction;

iv. The beneficiary is involved in pending, threatened, or potential litigation (including a marital separation or divorce), bankruptcy, or insolvency proceedings, or has other financial problems or marital difficulties which could result in the diversion or dissipation of the distribution;

v. There exists a large judgment against the beneficiary;

vi. The beneficiary has taken a vow of poverty or is involved with a quasireligious organization or living in a community or under a form of government or other conditions which would result in the distribution being unduly taxed, seized, confiscated, appropriated, or in any way taken from the beneficiary, in such a manner as to prevent the beneficiary's use and enjoyment of same; or

vii. The tax consequences to the beneficiary or the beneficiary's estate of a distribution would be disadvantageous to the beneficiary or the beneficiary's estate.

B. During such time or times as any beneficiary, including any contingent beneficiary, (whether named or otherwise described or designated herein) in whose favor discretion might be exercised or who otherwise would be entitled to principal or income, or both, of this Trust shall owe a delinquent obligation or liability, or alleged obligation or liability, to a creditor (as defined below) who has, or will have with the passage of time and /or the taking of any actions or steps that are solely within the control of the creditor, the legal right to attach the beneficial interest of said liable beneficiary, then upon such event the liable beneficiary's interest in this Trust shall immediately terminate. If said obligation of said liable beneficiary was or is in existence when the beneficial interest of the liable beneficiary would otherwise commence, then said beneficial interest shall not commence and shall instead be treated as a forfeiture hereunder. It is the Grantors intent that these provisions shall be intended to encourage financial responsibility and maturity on the part of each beneficiary of the Trust and shall serve to discourage wastefulness, improvidence and irresponsibility, and, in so providing, it is the Grantors explicit intentions to prohibit any agency or institution from relying to any extent upon the trust estate or its income to discharge or offset any obligations or liabilities, tax or otherwise, incurred by said liable beneficiary. In the event that legal creditor action(s) are commenced against said liable beneficiary, and upon such event the liable beneficiary's interest in this Trust terminated and was forfeited as provided herein, then said liable beneficiary's interest shall be distributed as if that beneficiary predeceased the Grantors.

C. For the purposes of this Paragraph, the term "creditor" shall be defined as any person, association, entity or agency who has (or will have with the passage of time) the legal right; including application of State and Federal laws and Regulations, to attach a liable beneficiary's interest (i.e. income or principal) in this Trust. The teen "attach" shall be defined as meaning and including attachment, execution, garnishment, sequestration, lien and levy and, any other legal means of taking property.

D. For the purposes of this Paragraph, the liable beneficiary referenced herein shall be required to immediately notify the Trustees in writing of the occurrence, factual background and amount of the obligation or liability alleged by the creditor. In the event said liable beneficiary fails to immediately notify the Trustees of such obligation or liability, and as a result improperly receives distributions to which said liable beneficiary would not otherwise be entitled under the forfeiture provisions contained herein, then all such improper distributions shall constitute a debt owed by said liable beneficiary to the Trust and shall be required to be repaid by the liable beneficiary, together with interest at the prime interest rate at the time as established at the local bank, and, in accordance thereof, the liable beneficiary shall be required to sign a promissory demand note with interest at said prime rate.

E. In the event the creditor or liability described in this Paragraph should be subsequently extinguished or terminated for any reason (settlement, payment, expiration of statute of limitations, etc.), said terminated liable beneficiary's interest shall thereupon automatically be reinstated in full; provided, however, that at the lime of reinstatement the number of non-contingent beneficiaries shall consist of two or more, then such reinstatement shall not occur without the consent of at least one other adverse (as defiled in IRC section 672) beneficiary; except, however, that such reinstated beneficiary shall have NO right to recoup any past income or principal distributions or other payments made prior to reinstatement which are not or would have been attributable to his or her beneficial interest in the Trust.

F. The Trustees shall administer any withheld or postponed distributions for a beneficiary, as provided and described in Sub-paragraph A. of this Paragraph above, who is entitled to benefits or financial assistance from any local, state, or federal government, or from any governmental subdivision or agency thereof, or from any private agency as follows:

i. The Trustees may refuse to distribute any or all of the beneficiary's share or may distribute so much of the net income or principal of said beneficiary's share to, or for the use or benefit of, the beneficiary as in the sole, absolute and. unfettered discretion of the Trustees shall be necessary and proper to provide for said beneficiary's extra and supplemental care, comfort, support, maintenance and education, including vocational, rehabilitation or technical training, in addition to and over and above the benefits and financial assistance said beneficiary otherwise receives from any local, state or federal government, or any governmental subdivision or agency thereof, or from any private agency. So long as said beneficiary shall be under a legal disability to act on his or her own behalf in respect to his or her own property and affairs, or in the judgment of the Trustees is otherwise unable to apply such payments as may be made from this Trust from time to time to his or her own best interests, the Trustees shall consult with the guardian or other person having physical custody of said beneficiary as to any payments to be made under this Trust Agreement. Any income not so distributed shall be accumulated and added to principal.

ii. In exercising the discretionary powers conferred on the Trustees in this Paragraph, the Trustees shall be guided by the following statement of the Grantors purpose and intentions. It is the Grantors expectation that the trust income and principal will not be made available to provide primary support for a beneficiary described in Sub-paragraph A. of this Paragraph above. Therefore, the Trustees are directed to investigate other sources of support available and to take whatever steps as are necessary to enroll said beneficiary for such benefits or financial assistance. The Trustees are authorized to make trust distributions to or on said beneficiary's behalf in such a way that his or her life will be enriched and made more enjoyable, including providing recreational and vacation opportunities for said beneficiary. The Trustees are authorized to expend the trust income or principal to procure more sophisticated medical and/or dental treatment than may otherwise be available to said beneficiary and to seek private rehabilitative and educational training for said beneficiary.

iii. As set fourth above, the term "extra and supplemental care, comfort, support, maintenance and education" shall only mean those amounts needed for said beneficiary's health and support that are not provided or available to be provided by any governmental assistance or benefit program, the beneficiary, or from any other source, Payment for such needs shall only be supplemental to any governmental or private assistance or benefit program and shall not supplant in any form or manner such other source or sources. Therefore, the Trust shall not be deemed to be a resource to any beneficiary described in Subparagraphs A. and F of this Paragraph above and as a discretionary spendthrift trust, neither the Trust's income or principal shall be available to said beneficiary except in the Trustees sole and absolute discretion and then only to the extent that no other resources are available to provide the benefits summarized above.

G. If a beneficiary whose distribution has been withheld or postponed, as provided and described in Subparagraph A. of this Paragraph above, requests in writing that the Trustees review the decision to withhold or postpone, the Trustees shall review the circumstances and determine whether any distribution should be made to said beneficiary.

H. The Grantors desire the Trustees to exercise the discretionary powers conferred on the Trustees in this Paragraph in a manner which will provide flexibility in the administration of the Trust under conditions from time to time existing, and which will best preserve the principal of the trust estate, and, in exercising the powers under this Paragraph, the discretion of the Trustees shall be conclusive as to the advisability of any distribution of income or principal, and as to the person to or for whom such distribution is to be made, and the same shall not be subject to judicial review. Therefore, it should be understood that the Trustees acts may be arbitrary and unreasonable. The Trustees sole and independent judgment, rather than any others parties criteria or determination, is intended and shall be the criterion by which distributions, if any, are made. No court or any other agency or person shall substitute its or their judgment for the decision or decisions made by the Trustees under this Paragraph.

I. In the event a beneficiary described in this Paragraph dies before complete distribution of said beneficiary's share, the undistributed amounts shall be distributed as if that beneficiary predeceased the Grantor's.

17. **INVALID PROVISIONS.** If any of the provisions of this Trust are held to be invalid or unenforceable, none of the remaining provisions shall thereby be rendered invalid or inoperative as

long as the remaining Trust Agreement does not frustrate the intention of the Grantor's, but tends to accomplish her/his overall objectives.

18. GOVERNMENT BENEFITS.

A. Statement of Intentions: It is the intention of the Grantors that, should either of the Grantors enter a nursing facility or residential care facility that is licensed and certified by the State of New Hampshire governmental agency having jurisdiction, and is certified to receive benefits under Title XIX of the Social Security Act, 42 U.S.C. sec. 1396 et seq., as amended (i.e., "Medicaid"), the Trustees shall have full power and authority to take all lawful measures to shelter the assets of this Trust, or any other assets of the Grantors, from depletion by payments to such facility, and to facilitate the Grantors eligibility for Medicaid benefits at the earliest possible date. The Grantors' direct that the Trustees or successor Trustees take such actions to the fullest extent permitted by law. As pertains to assets not title in the name of this Trust, this Paragraph shall constitute a durable power of attorney, to survive the disability or incompetence of the Grantors, to take any and all such actions.

B. Trustees' Powers: Without limiting the generality of the foregoing, the Grantors authorize the Trustees to take the following actions, among others:

i. The Trustees may file an application for benefits for Old Age Assistance, Aid to the Needy Blind, Aid to the Permanently and Totally Disabled, Qualified Medicare Beneficiary Program, Specified Low-Income Medicare Beneficiary Program, Home and Community Base Care for the Elderly and Chronically Ill, In and Out Medical Assistance, or any other benefits program administered by the Department of Health and Human Services (hereinafter, "DHHS"), whether now existing or hereafter adopted, on behalf of the Grantors, and act as the Authorized Representative of the Grantors before DHHS.

a. In this regard, the Trustees is authorized to file the following forms, as amended from time to time, as well as any other forms as may be required to obtain benefits: Form 800, Application; Form 778, Authorized Representative Declaration; Form 771a, Nursing Home Redetermination;

b. The Trustees are also authorized to attend all interviews as may be required to process an application for benefits, to file any required verifications or reports of changes, and, if necessary, to prosecute any fair Hearings or Superior or Federal Court appeals as may be necessary to prosecute an application or secure the Grantors' legal right to benefits;

c. The Trustees is also authorized to receive all notices, including but not limited to Form 808, Proof Needed to Determine Your Assistance, Form 805, Notice of Decision and Form 810, Notice of Rights and Responsibilities.

1. The Trustees may prosecute an Application for a Resource Assessment on behalf of the Community Spouse, and may file any appeals or Fair Hearings with regard thereto.

2. The Trustees may take all actions required to secure the Minimum Monthly Maintenance Needs Allowance for the Community Spouse, and may file any appeals of such allowance and seek an increase thereof, whether by Fair Hearing or by Superior Court Spousal Support Order under 42 U.S.C. se. 1396r-5 (f) (3), or successor statute.

3. The Trustees may convert countable assets, including but not limited to cash, bank accounts, individual retirement accounts, 401(k) and 403(b) plans, deferred annuities, revocable burial contracts and life insurance into non countable assets, including but not limited to the following purchases on behalf of the Grantors:

a. The purchase of an irrevocable, prepaid funeral contract;

b. The purchase of a cemetery plot, casket, casket liner, headstone and payment of all other reasonable funeral and burial services;

c. The purchase of essential household items, such as appliances, clothing, household furnishings, and personal, non investment jewelry;

d. The contracting for repairs and improvements to the Grantors' homestead, whether or not the title thereto is in this Trust;

e. The purchase of an automobile, provided that the relevant assistance unit does not, as a result thereby, own more than one vehicle.

ii. The Trustees may rent any real property of the Grantors, whether to third parties, or to the Trustees or persons associated with the Trustees.

iii. The Trustees may transfer to any non-assistance group member, including the Trustees or persons associated with the Trustees, up to one-half of any personal property that is jointly owned with the Grantors, provided that such non-assistance group member can provide the Trustees with written verification that such joint ownership was established prior to November 1, 1995. If a Federal Gift Tax Return, Form 709, is required to be filed as a result of such transfer, the Trustees is hereby given power of attorney to do so on behalf of the Grantors.

iv. The Trustees may apply to DHHS for a penalty-free transfer of the Grantors' homestead to an adult child of the Grantors, even if such child is a Trustee or is a person associated with the Trustees, provided that such adult child has lived in the said homestead with the Grantors for at least two years and has provided care to either of the Grantors, such that the Grantor has been kept out of a nursing facility or residential care facility for such two-year period. In the event that DHHS approves such a transfer, the Trustees may convey legal title to such child by quitclaim deed, even if the dispositive provisions of the Trust require a different disposition of said real estate. In such event, neither the Trustees, nor the transferee of such homestead, nor any of their heirs, executors, legal representatives or assigns shall have any liability whatsoever, whether in law or in equity, to the other named beneficiaries of such homestead, nor to any residuary beneficiaries, nor to any other party, on account of such transfer.

v. The Trustees may make gifts of Trust assets, or of any other assets of the Grantors, real and personal, including gifts to the Trustees or persons associated with the Trustees, with a view toward sheltering such gifted assets from the cost of long-term care. If a Federal Gift Tax Return, Form 709, is required to be filed as a result of such transfer, the Trustees are hereby given power of attorney to do so on behalf of the Grantors.

vi. The Trustees may use some, or all of the principal of this Trust, or other assets of the Grantors, to purchase an immediate annuity with an insurance or annuity company, or may enter into a private annuity agreement, even if the Trustees, or persons associated with the Trustees, is the obligor under such private annuity agreement, provided that any such annuity, whether commercial or private, is "actuarially sound" within the meaning of HCFA Transmittal NO. 64 (Nov. 1994), and provided further that such annuity is irrevocable and non-assignable.

vii. The Trustees may borrow funds from the Trust or from either of the Grantors, may purchase real estate owned by the Trust or by a Grantor or both Grantors and may give in return a self-canceling installment note or notes, even if the Trustees or persons associated with the Trustees is the payer under such note or notes.

viii. The Trustees may enter into a so-called "life-care contract" with either or both Grantors, under which contract the Grantor transfers assets to a caretaker, who may be either or both Trustees or a person associated with the Trustees, in exchange for caregiving services, provided that a fair and reasonable exchange of value is made.

C. <u>General Provisions</u>:

i. If either or both Grantors enter a nursing or residential care facility in a state other than New Hampshire, then the enumeration of New Hampshire statutes and forms shall apply to the statutes and forms of similar import in such other state.

ii. The enumeration of the above powers shall be in no way construed as a limitation on the powers of the Trustees to act shelter assets of the Grantors, it being the Grantors intention that the Trustees have the power to take all legal actions toward such end. In furtherance of the Trustees' powers, as aforesaid, the Grantors hereby state that the usual rules against conflict of interest and self-dealing by a Trustee shall not apply to these provisions, and the Grantors ratify any actions taken by the Trustees toward the goal of sheltering assets from long-term care, so long as such actions are lawful. In determining what actions may be legal and advisable, the Grantors strongly suggest that the Trustees consult with an attorney knowledgeable in public benefits law and the Grantors hereby state that the Trustees may rely on the advice of such attorney.

iii. So long as the Trustees acts in good faith, in accordance with law and with the guidelines stated herein, the Trustees shall not have any liability whatsoever to any beneficiary or third party in the exercise of these powers.

iv. The Trustees may not make gifts to himself or herself, his or her estate, his or her creditors or creditors of the estate.

19. **SURVIVAL REQUIREMENT**. No person shall be deemed to have survived the Grantor's, or any other person or event under the terms of the trust, unless such person survives the end of the period commencing with the close of the calendar day of the Grantors' death, the death of such other person or on which such event occurs, and ending with the close of the thirtieth (30^{th}) calendar day thereafter.

20. **DISTRIBUTIONS TO MINORS**. In any case where property or funds become distributable to a minor, then the Trustees shall have the additional power to distribute the same in any one or more of the following ways: (1) by distribution directly to the minor; (2) by distribution to the legal guardian of the minor; (3) by distribution to a parent, relative or friend of the minor for the minor's support in reasonable comfort, education and maintenance in health; (4) by applying the same directly for the minor's support in reasonable comfort, education and maintenance in health; (5) by depositing the same in a bank account in the name of the minor or by transferring property to or purchasing property in the name of a custodian for his or her benefit under a Uniform Law relating to transfers or gifts to minors; or (6) by holding the same hereunder in trust or in custody for the minor's support in reasonable comfort, education and maintenance in

health and by distributing the remainder thereof to the minor upon coming of age or otherwise to the minor's estate in case of the death of the minor. The receipt of the person to whom property or funds are actually distributed in accordance with any of the foregoing provisions shall fully discharge the Trustees from further accountability therefor.

21. **GOVERNING LAW AND SITUS**. The Grantors declare that this agreement and the trust created hereby shall be construed and administered under the laws of the State of New Hampshire, that the validity and effect of this agreement and of this trust shall be determined in accordance with the laws of that State and that the Trustees shall not be changeable in any court other than one of the courts of that State.

Further, the trust shall be under the jurisdiction of the courts of the State of New Hampshire and the Trustees shall voluntarily enter a general appearance in any legal action relating to an accounting of the trust or a declaratory judgment interpreting this trust agreement.

22. **AMENDMENT AND REVOCATION**. The Grantors reserve the right at any time or from time to time without the consent of any person and without notice to any person other than the Trustees to revoke or modify the trust hereby created, in whole or in part, to change the beneficiaries hereof, or to withdraw the whole or any part of the trust estate by filing notice of such revocation, modification, change, or withdrawal with the Trustees; provided, however, that the terms of this agreement may not be modified by the Grantors in such manner as to increase the obligations or alter the rates of the commissions of the Trustees without its written consent.

23. **DEFINITIONS**. Whenever used in this trust agreement, the words "child" or "children" shall mean the issue in the first degree of the parent designated, exclusive of illegitimate descendants who have not been legitimated or legally adopted.

Whenever used in this trust agreement, the word "issue" shall mean the blood descendants in any degree of the ancestor designated. If a person has been legitimated or legally adopted before attaining the age of eighteen (18) years, that child or his issue shall be considered as issue of the legitimating or adopting parent or parents.

Masculine, feminine or neuter pronouns shall each include all genders, and the singular shall include the plural and vice versa, where the context or facts so admit.

The captions and paragraph headings of this trust agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this agreement, nor in any way affect this agreement.

24. **<u>EXECUTION</u>**. This trust agreement, and any amendments hereto, shall be effective when executed by the Grantors, notwithstanding that the signature of the Trustees is provided for, the Trustees signatures being intended to denote the acceptance of the Trustees to serve in that capacity only.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

This trust agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Denise Robinson
Witness

Raoul Lacasse
Raoul Lacasse, Grantor

Heather M J
Witness

Raoul Lacasse
Raoul Lacasse, Trustee

Denise Robinson
Witness

Rollande Lacasse
Rollande Lacasse, Grantor

Heather M J
Witness

Rollande Lacasse
Rollande Lacasse, Trustee

STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on November 14th, 2017, by Raoul Lacasse and Rollande Lacasse, the Grantors and Trustees and Denise Robinson and Heather McGough the witnesses, who under oath do swear as follows:

1. The Grantors and Trustees signed the instrument or expressly directed another to sign for him/her.
2. This was the Grantors' and Trustees' free and voluntary act for the uses and purposes therein expressed in the agreement.
3. Each Witness signed at the request of the Grantors and Trustees, in their presence and in the presence of the other Witness.
4. To the best of my knowledge, at the time of the signing the Grantors and Trustess were at least 18 years of age and were of sane mine and under no constraint or undue influence.

Notary Public/~~Justice of the Peace~~

My Commission Expires:

(Seal)

JOHN LEONARD SWEENEY III NOTARY PUBLIC Exp. 08/14/2018 NEW HAMPSHIRE

SCHEDULE A

On November 14th, 2017, Rollande Lacasse and Raoul Lacasse, deposit the sum of One Dollar ($1.00) with themselves, as Trustees.

Raoul Lacasse

Raoul Lacasse, Grantor and Trustee

Rollande Lacasse

Rollande Lacasse, Grantor and Trustee

RAOUAND-01 DKOZLOWSKI

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/29/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Paulette Williams	
HUB International New England 24 Mount Major Hwy Alton Bay, NH 03810	PHONE (A/C, No, Ext): (603) 875-2791	FAX (A/C, No):
	E-MAIL ADDRESS: paulette.williams@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED	INSURER B :	
The Raoul and Rollande Lacasse Family Revocable Trust 9 Scenic Lane Hudson, NH 03051	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		3AB021165	7/1/2026	7/1/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of New Hampshire is named as Additional Insured with respect to liability arising from the use and/or occupation of the State owned premises under this agreement between the State and the Named Insured. For the easement adjacent to 243 Mt Major Hwy Alton NH

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire 19 Pillsbury Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE