AMENDMENT AND RESTATEMENT OF TRUST AGREEMENT

THIS AMENDMENT AND RESTATEMENT OF TRUST AGREEMENT is entered into on 28 De Cember 2015 by Doniphan Penn Moore, Jr., of Daviess County, Kentucky (hereinafter referred to in the first person) and Doniphan Penn Moore, Jr., of Daviess County, Kentucky (referred to as Trustee).

On October 12, 2006, I entered into a Trust Agreement with Trustee, and I reserved the right to amend such Trust Agreement I now desire to amend and restate and the Trustee is willing that such amendment and restatement be made. I hereby amend and restate such Trust Agreement in its entirety as follows:

ARTICLE I

DEFINITIONS

- 1.1 As used in this Agreement, the term "my spouse" refers to my wife, Carol Whitledge Moore.
- 1.2 As used in this Agreement, the term "my descendants" refers only to my children, grandchildren or any other person of a lower generation of whom I am their lineal ancestor, natural born or legally adopted prior to attaining age 18.

ARTICLE 2

ASSETS OF THE TRUST

I will fund this trust by naming the Trustee the beneficiary of policies insuring my life; by delivering nominal consideration such as \$1.00 to the Trustee; or by delivering other assets to the Trustee. The Trustee will hold all such trust assets upon the terms of this Agreement.

MY DUTIES AND RIGHTS

- 3.1 I reserve the right, by written notice to the Trustee, to amend or revoke this Agreement or any amendment to it; but no amendment changing the powers of duties of the Trustee will be effective unless approved in writing by the Trustee. The power to amend or revoke this Agreement is personal to me and may not be exercised by my agent or legal representative. If this Agreement is revoked, the Trustee will return to me all assets transferred to the trust. This Agreement and any amendments to it become irrevocable at my death.
- 3.2 I intend, but have no duty, to pay the premiums on all policies owned by me and payable to this trust.
- 3.3 I may add to the trust any assets, real or personal, which are acceptable to that Trustee. Further, I may withdraw all assets transferred to the trust.
- **3.4** I reserve the right to exercise, without the consent of the Trustee or any beneficiary, all privileges' of ownership of all assets owned by me and payable to the trust, or transferred by me to the trust, including the right to use such assets as collateral for loans.
- 3.5 If, at my death, any assets subject to this instrument are pledged as collateral for the payment of any loan, the Trustee shall pay such loan and interest from the pledged assets, provided the residue of my estate is insufficient to pay said loan. The Trustee shall not file a "Proof of Claim" with my Executor for reimbursement of any amounts paid in discharge of loans made to me.

ADMINISTRATION AND DISPOSITION OF THE TRUST

DURING MY LIFETIME

If I add income producing assets to the trust, the principal and income will be distributed during my lifetime pursuant to my written instructions. In the event of my incapacity (as determined by my physician), the Trustee will distribute to me so much of the net income and principal of the trust as the Trustee considers advisable to provide for my reasonable health, maintenance and support.

ARTICLE 5

AFTER MY DEATH

- **5.1** At my death, the net proceeds payable to the Trustee under all policies owned by me, other assets payable to the Trustee as a designated beneficiary and any assets transferred to the trust under the terms of my Will shall be added to those assets, if any, transferred to the trust during my lifetime. These assets shall be known as the "trust assets."
- 5.2 The Trustee shall retain my farm in Maceo, Kentucky to be held in a separate trust pursuant to Paragraph 6.6 (c), to be handled as a separate trust under Paragraph 6.8. I request that my son David R. Moore be given the first right to buy part or all my entire Maceo farm at the then fair market value. I request that my Trustee notify David R. Moore in writing of his first right to purchase part or all of our Maceo farm at the then fair market value.
- 5.3 If my spouse survives me, the Trustee shall divide the remaining trust assets into two separate shares which shall be called Fund A and Fund B.

Page 3 of 21

- 5.4 The Trustee shall allocate to Fund B a sum equal to the largest amount that can pass with the least amount of federal estate tax by reason of the unified credit or applicable exclusion amount, after taking account of my adjusted taxable gifts made by me, and the state death tax credit (provided use of this credit does not cause an increase in the state death taxes paid to the state of my domicile) allowable to my estate but no other credit, reduced by the following:
 - (a) payments from or charges to the principal of my estate or this trust that are not allowed as deductions in computing the amount of federal estate taxes on my estate; and
 - (b) the value of any other assets that is included in my gross estate which passes in a manner that will not qualify for the marital or charitable deductions.

The remaining assets, or all of the trust assets if there are no assets allocated to Fund B, shall be allocated to Fund A.

5.5 In making the computation to separate the trust assets, values as finally determined for federal estate tax purposes will control. Further, whenever used in this instrument, the words "taxable estate," "adjusted taxable gifts," "unified credit," "charitable deduction," "marital deduction," "applicable exclusion amount" and "pass" have the same meaning as said words have in the Federal Internal Revenue Code. The Trustee may allocate to Fund A and Fund B cash or assets in kind, or part cash and part assets in kind (but need not make a pro rata division of assets), provided that assets allocated in kind will be valued at their fair market value as of the date or dates of allocation.

- 5.6 The Trustee may estimate the amount of assets to be allocated to the separate Funds, and may make a partial distribution to each. When the settlement of my estate is completed, the Trustee will make a final allocation of assets to the Funds and make whatever adjustments to income and principal as are necessary to correctly divide the income and principal in accordance with the terms of this instrument.
- 5.7 Fund A and Fund B will carry with them (as income and not as principal) their proportionate share of all net income received by the Trustee until the funds are fully funded.
- 5.8 It is expressly intended that Fund A will be available for the marital deduction and all questions applicable to Fund A will be resolved accordingly. Only assets which may qualify for the marital deduction will be allocated to Fund A. The powers, duties, directions and discretions given with respect to Fund A will not be exercised or exercisable except in a manner consistent with my intentions as herein expressed.
- 5.9 If my spouse makes a qualified disclaimer (as such is defined by the Internal Revenue Code then in effect) of my spouse's interest in any portion of the assets passing to Fund A, then such portion will be added to the assets passing to Fund B, and administered as provided by Fund B, both during and after my spouses lifetime.
- **5.10** If my spouse predeceases, me then all the trust assets shall be held and administered in accordance with the provision of subsection 6.6, et seq.

<u>ADMINISTRATION OF FUND A</u>

6.1 The net income will be paid to my spouse in quarterly or more frequent installments, or used for my spouse's benefit if my spouse is disabled. My spouse has

the power at any time to direct the Trustee to make the assets held in Fund A income producing.

- **6.2** The Trustee will disburse from the principal of the trust (even to its complete exhaustion) such amounts as the Trustee deems advisable to provide for my spouse's health, maintenance and support.
- 6.3 If my Executor does not elect to qualify all of the assets passing into Fund A for the marital deduction, then the Trustee may divide the assets for Fund A into separate parts; one part to be that portion which has been claimed for the marital deduction, and the other part to be the non-elected portion. The allocation of assets into separate parts shall be accomplished in a manner which assures that any partial election will reflect its proportionate share of any increase or decrease in the assets of Fund A. Further, there shall be paid from the non-elected portion the amount of any additional federal estate taxes which is attributable to the assets not qualifying for the marital deduction. It is my desire that principal encroachments and withdrawals from Fund A be first made from that portion of Fund A that qualifies for the marital deduction if such is deemed advisable by the Trustee.
- **6.4** Unless my spouse's Will directs otherwise by specific reference to this paragraph, the Trustee shall pay directly or to my spouse's Executor the amount of the incremental death taxes imposed on my spouse's estate by reason of any assets of Fund A being included in my spouse's estate. Any distribution to my spouse's estate shall be made only from that portion of Fund A that qualified for the marital deduction.
- **6.5** Upon my spouse's death, any accrued income shall be paid to my spouse's estate and the remaining principal of Fund A shall be held and administered as follows.

- 6.6 Upon my spouse's death (or upon my death, if my spouse does not survive me), the remaining assets of the trust and any assets transferred to it from any source shall be divided and distributed as follows:
- a. The sum of \$200,000.00 or its equivalent to be distributed to and added to each of the Don P. Moore, Jr. and Carol Whitledge Moore Trusts created for each of the six children of my son, John M. Moore. This total sum of \$1.2 million can be obtained by borrowing against my interest in the automobile dealership companies or from the proceeds of the sale of any of my said interests.
- **b.** To Cynthia M. Autry, David R. Moore, and John M. Moore, equally, and, if any is deceased, to his or her issue, per stirpes, all of my remaining interest in the automobile dealership companies, no matter what form of business entity they might be, or the proceeds therefrom.
- c. All remaining assets to the children of Cynthia M. Autry, David R. Moore and John M. Moore, equally per capita. If Cynthia, David or John should have any child who is not living at the date of the last to die of me and my wife, then said child's portion shall be distributed equally to or for his or her children, if any survive him or her; otherwise, said interest shall be distributed to or for the children of Cynthia, David and John.
- d. There are provisions in the shareholders agreements for the automobile dealerships which require that these interests can pass by gift or by bequests only if there is a specific reference to them. I intend the foregoing as a specific reference to my interest in the automobile dealership companies, so that they will be distributed either to the Trust named for my Wife, as may be appropriate, under this Trust and will ultimately

be received by my children and grandchildren as referred to in items a. and b. and c. above.

- 6.7 If any beneficiary shall be under 35 years of age at the time the principal of any trust is required to be distributed to him under the above provisions, the share of such beneficiary shall be retained in trust by the Trustee until he attains such age.

 During such time, the Trustee shall pay to such beneficiary or expend on his behalf so much of the net income derived from his or her particular fund as the Trustee may deem advisable to provide properly for the maintenance, education and support of such beneficiary, and may incorporate any income not so disbursed into the principal of the fund. When each such beneficiary shall attain the age of 35 years, the trust shall terminate as to him and the Trustee shall distribute the principal to him in fee, or to the estate of said beneficiary if he dies before attaining the age of 35 years.
- 6.8 If Jack Moore shall be under 30 years of age at the time the principal of this trust is required to be distributed to my grandchildren under the above provisions 5.2 and 6.6, the shares of such grandchildren shall be retained in trust by the Trustee until Jack Moore attains such age. During such time, the Trustee may pay to grandchildren or expend on their behalf so much of the net income derived from his or her particular fund as the Trustee may deem advisable to provide properly for the maintenance, education and support of such grandchild, and may incorporate any income not so disbursed into the principal of the fund. When Jack Moore shall attain the age of 30 years, this trust shall terminate as to my grandchildren, and the Trustee shall distribute the principal to my grandchildren in fee, or to the issue of a grandchild if they die before

Jack Moore's' attaining the age of 30 years. This trust shall be referred to as the Momo Don Don Trust.

6.9 I hereby authorize and empower the Trustee in his sole and absolute discretion, at any time and from time to time, to disburse from the principal of any of the trust estates created under this Article (even to the point of completely exhausting same), such amounts as he may deem advisable to provide adequately and properly for the health, maintenance, education and support of the current income beneficiary thereof. In determining the amounts of principal to be so disbursed, the Trustee shall take into consideration any other income or property which such income beneficiary or other persons may have from any other source; and the Trustee's discretion shall be conclusive as to the advisability of any such disbursement and the same shall not be questioned by anyone. For all sums so disbursed, the Trustee shall have full acquittance. All such disbursements from principal shall be charged against any individual share of principal subsequently distributed to any beneficiary.

ARTICLE 7

ADMINISTRATION OF FUND B

- 7.1 The net income will be paid to my spouse in quarterly or more frequent installments, or used for my spouse's benefit if my spouse is disabled.
- 7.2 The Trustee will disburse from the principal of the trust such amounts as the Trustee deems advisable to provide for my spouse's health, maintenance and support.
- 7.3 Upon my spouse's death, the Trustee shall divide and distribute the remaining assets of the trust in accordance with the provisions of subsection 6.6, et seq.

ULTIMATE DISTRIBUTION

If, at the normal termination of the trust, I have no living descendants entitled to receive the trust property in fee, then the trust assets shall be distributed outright to my living heirs at law as determined under the laws of the State of Kentucky.

ARTICLE 9

DUTIES OF TRUSTEE WITH RESPECT

TO POLICIES AND THEIR PROCEEDS

- **9.1** During my lifetime, the Trustee shall have no duty with respect to any polices other than the physical safekeeping of those which have been delivered to it.
- 9.2 At my death, the Trustee shall use its best efforts to collect the net proceeds payable to it. Provided, however, the Trustee shall have no duty to institute or maintain any litigation to enforce the payment of any policy unless it is indemnified to its satisfaction against all liability and expense arising on account of such litigation. If the Trustee is not indemnified to its satisfaction, it shall assign all its rights under the policy to those persons as it, in its discretion, considers the proper beneficiaries.
- 9.3 The Trustee is authorized to compromise claims concerning any polices payable to it and the decision of the Trustee shall be binding upon all persons.
- 9.4 The Trustee may elect to leave the proceeds of any policy payable to it with the insured under any option of settlement available to it. Provided, however, the Trustee shall not elect a settlement option for any policy that would disqualify the proceeds of that policy allocated to Fund A for the marital deduction under the Federal Internal Revenue Code.

9.5 An insurer shall be discharged of all liability upon payment of the net proceeds of any policy to the Trustee.

ARTICLE 10

POWERS OF THE TRUSTEE

- 10.1 In addition to the power given by the laws of the jurisdiction where this trust is administered, as they may be amended from time to time, I give my Trustee the following specific powers.
- 10.2 Original Assets. To retain, without liability for loss or depreciation, original assets received from any source, although such assets may not be of the character prescribed by law for the investment of trust funds and even though said assets represent the total assets of the trust.
- 10.3 <u>Sale.</u> To sell publicly or privately, without a court order and upon such conditions, including credit, any assets of the trust, real or personal.
- and bonds of foreign corporations and government, mortgages, life insurance on the income or remaindermen beneficiaries or anyone in whom they have an insurable interest, interests in common trust funds, in any common trust fund operated and maintained by the Trustee or any affiliate hereof located within or outside the State of Kentucky, in shares of any investment company, notwithstanding that such Trustee or an affiliate thereof located within or outside of the State of Kentucky may provide services to such investment company (including but not limited to investment advisory, custodial, administrative or transfer agency services) and be separately and additionally compensated by the investment company therefor, in any assets or security, including

but not limited to stocks, bonds, debentures, notes or other similar obligations, issued, owned or underwritten by such Trustee or any affiliate thereof located within or outside of the State of Kentucky, in any bond or other debt security secured, supported or otherwise enhanced by a letter of credit of Trustee or any affiliate thereof, or assets of any kind or nature without diversification, although such assets may not be of the character prescribed by law of the investment of trust funds, and to hold cash if deemed advisable. To purchase and sell option contracts which give the Trustee or another option to buy or sell, at some future time, any stock or security of any company. To register trust assets in nominee name or to hold them in bearer form. To deposit trust funds in accounts of the Trustee's banking division as long as such accounts bear a reasonable rate of interest.

- any other manner, any policy of insurance on my life or the life of any beneficiary hereof, pay any premiums, maintain, exchange, cancel, pledge, sell or transfer any such policies; exercise all rights, options or privileges thereunder, and collect all benefits under or by virtue of such insurance policies owned by the trust; provided, however, the Trustee will not invest the principal of the trust in non-income producing assets, or in life insurance contracts if to do so would result in adverse tax consequences to the trust or any beneficiary thereof.
- 10.6 <u>Trust Accounting.</u> To treat as principal all dividends payable in stock of the declaring company, all dividends in liquidation and all rights issued on any securities and to treat as income all other dividends received. To treat as principal all income in respect of a decedent as defined in Section 691 of the Federal Internal Revenue Code

and all proceeds from qualified employee benefit plans, IRAs, H.R. 10 plans, etc. The Trustee will make no compensating adjustments between any trusts created herein or the beneficiaries thereof because of the provision of this paragraph or because of any elections made by my Personal Representative.

- **10.7** <u>Undivided Interest.</u> To hold assets in one or more consolidated funds in which separate trusts have undivided interests.
- 10.8 <u>Diversification</u>. To exercise discretion as to diversification and not be required to reduce any concentrated holdings merely because of such concentration.

 My Trustee is specifically relieved from any requirements, legal or otherwise, as to the percentage of the trust to be invested in fixed income securities, and may invest and retain invested the trust wholly in common stocks.
- 10.9 Sale and Lease of Real Estate. To sell, convey, lease, mortgage (including mortgages to my Trustee in an individual capacity), repair and improve, and take any steps deemed prudent with regard to real estate that may be a trust asset. Any lease made by my Trustee will be binding for the full period of the lease even if it extends beyond the termination of the trust. To make repairs, replacements and improvements to any real estate. To subdivide real estate, to dedicate same to public use, and to grant easements as may be deemed proper.
- **10.10 <u>Voting.</u>** To vote shares of stock in person or by proxy, with or without power of substitution.
- 10.11 <u>Organization.</u> To organize partnership or corporation under the laws of any state, and to transfer to such entity any part or all of the business or other assets held as a trust asset, and to receive in exchange therefor such intangibles as the

Trustee deems advisable. To take any action required to convert any corporation into a partnership and vise-versa.

- 10.12 Borrowing. To borrow money from any source, including from my Trustee in an individual capacity, for any purpose connected with the protection or enhancement of the trust or to carry out any of the provisions of the trust; and as security, to mortgage or pledge any asset of the trust upon such conditions as is deemed proper. A lender may only look to trust assets for repayment of any loan, and no Trustee or beneficiary will be liable personally if trust assets are insufficient to repay any loan so made.
- 10.13 <u>Division and Distribution</u>. To divide the principal of a trust, to make such division in cash or in kind or both and for this purpose, my Trustee may make allocations without regard to the income tax basis of assets allocated in kind (regardless of whether such allocation affects beneficially or adversely the interest of the beneficiaries).
- 10.14 Payment of Income and Principal. To pay income or principal during the minority or incapacity of any beneficiary to whom income is directed to be paid or for whose benefit income and principal may be disbursed, in any one or more of the following ways: (1) directly to a beneficiary; (2) to the legal guardian or committee of a beneficiary; (3) to a relative of a beneficiary; (4) to a Custodian under the Uniform Gifts to Minors Act; or (5) by expending the same directly for the benefit of a beneficiary. My Trustee will not be obligated to see to the application of the funds so paid and the receipt of such person will be full acquittance to my Trustee.
- 10.15 Payment of Debts, Bequests and Taxes. If the residue of my estate is not sufficient to pay my debts, funeral expenses, administration costs, non-residuary

bequests, and estate and inheritance taxes, to pay to my Executor first (and pro rata) from any trust(s) not qualifying for the marital deduction such sums as my Executor certifies as necessary to pay all or the balance of my debts, funeral expenses, administration costs, non-residuary bequests, and estate and inheritance taxes incurred as a result of my death. Provided, however, no proceeds payable from the policies made payable to the trust shall be used for these purposes.

- determines that trust may not be economically administered, and at such time distribute the assets to the then current income beneficiaries in the same proportion as said income is being distributed to them; or if the Trustee has discretion to distribute income, then the assets will be distributed equally to the then current income beneficiaries in the oldest generation.
- 10.17 Expenses. Any expense incurred by the Trustee in safeguarding or in delivering trust assets, or in selling trust assets and then delivering the proceeds thereof, will be treated as an administration expense.
- **10.18** Merger. To merge the assets of this trust with those of any other trust with similar provisions so as to allow the Trustee to hold the assets of all of such trusts as one single trust. I have created trusts for my grandchildren previously.
- 10.19 <u>Legal Obligations</u>. The Trustee may make no payments of income or principal to, or for the benefit of, any beneficiary hereunder if to do so would satisfy a legal obligation of another person who has the ability by the terms of this instrument to remove the Trustee.

10.20 Environmental Issues. To set aside as a separate trust, any interest in an asset .because Trustee reasonably believes that such asset may cause potential liability under any federal, state, or local environmental law; and, notwithstanding anything hereunto to the contrary, to resign as Trustee of such separate trust, in favor of a Substituted Trustee or otherwise, upon such terms and conditions as Trustee determines. Trustee will not be liable for any loss of depreciation in value as a result of Trustee retaining an asset upon which there is later discovered to be material requiring remedial action pursuant to federal, state or local environmental law, unless Trustee has contributed to the loss or depreciation in value through actions taken, or not taken, in bad faith. Further, notwithstanding anything herein to the contrary. Trustee may withhold a distribution to a beneficiary until the beneficiary agrees in writing to indemnify Trustee against any claims filed against Trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended or any similar legislation. Trustee may take all actions, including expending trust income and principal, Trustee reasonably believes will minimize its liability, the liability of the trust and the trust's beneficiaries, under any federal, state, or governmental law.

10.21 <u>S Corporation</u>. The Trustee may own shares of the stock of an S Corporation (as defined below), and this trust may constitute an Electing Small Business Trust, as defined in Section 1361 (e) of the Internal Revenue Code of 1986 ("the Code"), for so long as the Trustees shall own any stock of an S Corporation. All provisions of this instrument shall be construed consistent with this intent.

The Trustee may instead hold this trust fund as two trusts under the circumstances outlined in this paragraph, if the independent Trustee, in said Trustee's absolute discretion determines to do so. The Trustee is authorized to hold as in one such separate trust all shares of S Corporation stock held by the Trustee ("the ESBT Share"). The Trustee shall apportion expenses of the trust between the two shares so as not to be inconsistent with the Code and Regulations regarding Electing Small Business Trusts.

The Trustee shall make that election required by Section 1361 (e)(3) of the Code, to qualify the ESBT Share of this trust as an Electing Small Business Trust, under Section 1361(e) of the Code.

The Trustee may, by an instrument in writing, amend this agreement in any manner required to meet the tax objectives listed in this Section. No amendment under this paragraph may increase the class of beneficiaries.

10.22 General. The Trustee has the same powers, authority and discretion in the management of the trust as I have in the management and control of my personal estate. The Trustee may continue to exercise any powers and any discretion hereunder for a reasonable period after the termination of any trust but only for so long as no rule of law relating to perpetuities is violated.

ARTICLE 11

GENERATION-SKIPPING PROVISIONS

11.1 Regardless of other provisions herein to the contrary, whenever a trust would have an inclusion ratio of other than zero, after any intended allocation to the trust of generation skipping tax ("GST") exemption, on account of an allocation or

addition (and any intended application of GST exemption), the Trustee will divide the trust (and/or the assets to be allocated or added to it) into two separate parts, each to be administered as a separate trust upon terms identical with those of the original trust. One separate trust (after any intended allocation of GST exemption) will have an inclusion ratio of zero (the "GST Exempt Trust") and the other separate trust will have an inclusion ratio of more than zero (the GST Non-Exempt Trust") The GST Exempt Trust and GST Non-Exempt Trust created from an original trust will be referred to as "related trusts."

- 11.2 In addition and regardless of other provision herein to the contrary, the Trustee will have authority to:
- (a) Make distributions of income and principal from related trusts, including upon the termination of related trusts, from a GST Exempt Trust to skip persons and from a GST Non-Exempt Trust to non-skip persons, so as to maximize the total assets from the related trusts which the beneficiaries of the related trusts eventually will receive after payment of all applicable transfer taxes; and
- (b) Pay federal and state transfer taxes payable from or on account of one or both of the related trusts from a GST Non-Exempt Trust to the fullest extent possible.
- 11.3 The definitions of "inclusion ration," "GST exemption," "skip persons," and "non-skip persons" will be those set forth for such terms by Chapter 13 of the Internal Revenue Code of 1986, as amended.

RESIGNATION AND REMOVAL OF TRUSTEE

- 12.1 In the event Doniphan Penn Moore, Jr., shall die, become incapacitated, or otherwise be unable to serve, I hereby appoint Doniphan Penn Moore, III, as Successor Trustee. I further request that my Trustees be allowed to qualify as such without surety on their official bond.
- 12.2 Any Successor Trustee will accept, without examination or review, the accounts rendered and the assets delivered by a preceding Trustee, without incurring any liability or responsibility for the omissions of the preceding Trustee. Further, a Successor Trustee will have all the title, powers and discretion of preceding Trustee.

ARTICLE 13

MAXIMUM DURATION OF THE TRUST

Notwithstanding anything herein to the contrary, the trusts under this instrument shall terminate not later than twenty-one (21) years after the death of the last survivor of the beneficiaries hereunder living on the date of my death, at the end of which period the Trustee shall distribute each remaining portion of the trust assets to the beneficiary or beneficiaries, at that time of the current income, in the proportion to their interest in said income; or if the Trustee has discretion to distribute income, then the assets shall be distributed equally to the then current income beneficiaries in the oldest generation.

ARTICLE 14

SPENDTHRIFT PROVISION

No beneficiary of any trust has any right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber such beneficiary's interest in the trust in any way;

Page 19 of 21

nor will any such interest in any manner be liable for or subject to the debts, liabilities or obligations of such beneficiary or claims of any sort against such beneficiary.

ARTICLE 15

ELECTION TO DISCLAIM

If any beneficiary of this trust contests the probate of my Will or of any of its provisions, or elects to take a statutory share of my estate, such beneficiary is deemed to have predeceased me for the purposes of this trust.

ARTICLE 16

PRESUMPTION OF SURVIVORSHIP

My spouse is presumed to survive me if we die under such circumstances that the order of our death cannot be determined.

ARTICLE 17

GOVERNING LAW AND ACCEPTANCE OF TRUST

This Agreement shall be construed and regulated in all respects by the laws of the State of Kentucky, and the Trustee, by execution of this Agreement, hereby accepts the trust herein created.

IN WITNESS WHEREOF, the parties hereto execute this Revocable Trust

Agreement the day and year first above written.

Doniphan-Penn Moore, Jr.

Doniphan Penn Moore, Jr., Trustee

WITNESSES:

STATE OF KENTUCKY

COUNTY OF DAVIESS

Subscribed, sworn to and acknowledged before me by **Doniphan Penn Moore**, **Jr.**, individually and as trustee, and by **Don Mook** and **Moore**, witnesses, on this the <u>Solution</u> day of <u>Rocumber</u>, 2015.

Notary Public: KY-State-At-Large My commission expires: Oal oal

PREPARED BY:

LAW OFFICE OF R. SCOTT PLAIN, JR.

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