

**THE ALEXANDER MOLIS COLLEGE TRUST,**  
**DATED OCTOBER 29, 2002**

THIS TRUST INDENTURE, made and entered into this 29th day of October, 2002, by ALEXANDER MOLIS, of Advance, Cape Girardeau County, Missouri, Grantor, and hereinafter sometimes referred to as "Donor."

WITNESSETH:

WHEREAS, Grantor desires to create an irrevocable educational trust for the benefit of members of his family; and,

WHEREAS, Donor desires that the Vanguard Group manage the Trust; and,

WHEREAS, until such time that Vanguard Group begins to manage the Trust assets, Donor's nephew, Stephen J. Molis, of Cataumet, Massachusetts, shall act as Interim Trustee and Interim Administrator to manage the Trust Funds; and,

WHEREAS, Donor intends to fund this Trust with the sum of Six Hundred Thousand Dollars (\$600,000.00).

NOW, THEREFORE, in consideration of the premises and the benefits that will inure to the members of Alexander Molis's family who desire to pursue a college degree, Donor hereby creates an Educational Trust for said members of his family under the following terms and conditions, to-wit:

ARTICLE I

The name of this Trust shall be "The Alexander Molis College Trust, Dated October 29, 2002."

ARTICLE II

For purposes of this Trust and to determine who qualifies as a beneficiary of the Trust for educational funds, "Members of Donor Alexander Molis' family (hereinafter sometimes referred to as "Family member") is defined as and shall be restricted to lineal descendants of

the brothers and sisters of Donor Alexander Molis. "Lineal descendants" are naturally born or legally adopted into the blood line of Donor Alexander Molis's brothers and sisters.

Alexander Molis's brothers and sisters, including living and deceased brothers and sisters are: Vito J. Molis, Domonic Molis (deceased), Nellie Grande (deceased), Ruth D. Savickas, Ann E. Thompson, and Mildred L. Wright.

Children, grandchildren, or other family members of a spouse of a member of Donor Alexander Molis's family shall not be eligible for benefits from this Trust and, therefore, shall not be beneficiaries, unless such person is legally adopted as the child of a member of Donor Alexander Molis's family and as a result of said adoption such child becomes a legal dependant of the family member.

#### ARTICLE III

The purpose of this Trust is to provide funds for members of Donor Alexander Molis's family to pursue college or university degrees. There shall be no restrictions on the college or university which family members may attend, nor shall there be any restrictions on the degree or field of education which they are pursuing. Funds may be provided for pursuing associate degrees, bachelor degrees, master degrees, or doctoral degrees.

#### ARTICLE IV

Donor's nephew, Stephen J. Molis, is appointed as Interim Trustee to act as Trustee and to manage the funds of the Trust until such time that Donor or Stephen J. Molis has made arrangements for the Vanguard Group to manage the Trust.

#### ARTICLE V

The Vanguard Group, or any Successor Manager, shall receive customary and reasonable sums for managing and administrating the Trust.

#### ARTICLE VI

There shall be three Trustees of the Trust. Donor's nephew, Stephen J. Molis, niece, Linda Bilodeau, and great-nephew, James D. Molis, shall serve as Trustees of the Trust. All decisions concerning distribution of Trust funds to family members for educational costs shall be made by the Trustees.

The Trustees shall not be required to provide bond prior to or while serving as Trustees.

#### ARTICLE VII

Subject to the provisions and limitations expressly set forth in this instrument, the Trustees shall have the additional powers set forth below, and only such powers. The powers granted shall not be exhausted by any use of them, but each shall be continuing; and each shall continue and be exercised without the license or authorization of any court or other legal authority. The determination of the Trustees with respect to whether to exercise or not to exercise any power shall be final. Such powers are the powers to change the situs of the trust and of any property which is part of the trust to any place in the United States of America or any other country.

#### ARTICLE VIII

The Trustees may distribute to any member of Alexander Molis's family who requests funds for college or university tuition, books and/or college materials required by the college or university which they are attending. Requests for funds for housing will be considered and may be paid depending on the funds available at that time.

Subject to the provisions of Article IX, below, there shall be no limit on the amount of funds provided to any beneficiary of this Trust nor shall there be any requirement that their education be completed within a certain period of time. However, the Trustees reserve the right to reject requests for funding of education beyond the normal time allotted for

completion of his or her curriculum. For example, a normal time for completion of a bachelor's degree is 4 years (8 semesters). Such decisions will be made by the Trustees depending on availability of funds. Applicants may change their major at any time.

#### ARTICLE IX

The Trustees shall determine the amount to grant or pay to or in behalf of any family member who applies for education funds. The Trustees shall consider the financial condition of the Trust, the availability of Trust funds at the time the education funds are needed by the applicant, the financial needs of the applying family member, and the costs of the educational institution the applicant desires to attend or is attending.

The Trustees may, in their sole discretion, pay the approved education funds directly to the education institution instead of paying directly to the applicant.

#### ARTICLE X

The decision of two of the three Trustees shall be controlling on all matters. No decision shall be made until the Trustees have discussed the matter. or have each signed a document approving or disapproving each issue coming before them. In the event the Trustees do not approve a request, whether unanimously or by the decision of two of the three Trustees, the decision and the reasons for said decision, shall be documented in writing.

In the event a Trustee shall be unable to serve as Trustee, resigns, or dies, the Donor shall appoint a Successor Trustee. In the event the Donor is unable to appoint a Successor Trustee due to his mental or physical incompetence, or if Donor is not living, then the two remaining Trustees shall promptly appoint a Successor Trustee who shall be a member of Alexander Molis's family, as defined in Article II, above.

#### ARTICLE XI

Each of the Trustees shall receive One Hundred Dollars (\$100.00) per year as

compensation for his/her services, and, subject to the written approval of both of the other Trustees, each Trustee shall be reimbursed for all reasonable travel expenses, long distance telephone charges, postage and other reasonable expenses incurred by each of the Trustees in behalf of the Trust.

#### ARTICLE XII

There shall be no disbursements of Trust funds for any purpose without the consent of a majority of the then Trustees, said consents may be in writing, faxed, or by electronic means. The signature of only one Trustee is necessary on checks, drafts, or whatever document is required for such payment.

#### ARTICLE XIII

Notwithstanding any other provision of this instrument with respect to the time of the termination of any trust created by this instrument, if on the expiration of the period of twenty (20) years and eleven (11) months immediately following the death of the last survivor of the Donor, and the Donor's issue living on the date preceding the date of the execution of the instrument, then such trust or part thereof shall forthwith be paid and distributed to Boston University as a Memorial Endowment in the name of Alexander Molis.

#### ARTICLE XIV

It is the intention of the Donor that this instrument shall constitute an irrevocable gift in trust of all property at any time held under this agreement, and any right, title, or reversionary interest in the property, of any kind or description, which the Donor now has or may subsequently acquire, either by operation of law or otherwise, is hereby renounced and relinquished forever. Any future gift of property to this trust whether by the Donor or any other person, shall likewise be irrevocable, and any right, title, or reversionary interest in the property, of any kind and description, which the Donor may have or subsequently acquire,

by operation of law or otherwise, shall, by the making of such gift to this trust, be renounced and relinquished forever.

ARTICLE XV

The Trustees are authorized and empowered in the Trustee's sole and absolute discretion to amend, change, or supplement this instrument in any manner whatsoever, except as provided below. Such amendments, changes, or supplements shall be effective on the execution by the Trustee of a writing setting forth the same or as of such earlier or later date as the Trustee may specify in the writing; provided, however, that no amendment, change, or supplement of this instrument shall operate to diminish, enlarge, or otherwise alter the interests of the beneficiaries, or to grant or create for the benefit of any donor, directly or indirectly, any interest, right, or power, administrative or otherwise, in the trust provided for in this agreement, the trust funds or the income thereof, or to grant to any person any power expressly forbidden under the provisions of this agreement. The principal purpose for this power is to enable the Trustees to make technical amendments to the trust instrument in order that the trust instrument will best conform to the law, and particularly the tax law in effect from time to time during the continuance of the Trust.

ARTICLE XVI

When the Trust assets and funds are depleted, the Trust shall terminate and the Trustees shall be relieved of further duties.

ARTICLE XVII

This Trust shall be administered under the laws of the State of Massachusetts.

IN WITNESS WHEREOF, Alexander Molis, has hereunto subscribed his name as Donor in five original copies on the date and year hereinafter written.

Donor: Alexander Molis 11/1/02  
Alexander Molis /date/

STATE OF MISSOURI                    )  
  ) ss.  
COUNTY OF STODDARD                )

On this 1<sup>st</sup> day of November, 2002, before me personally appeared Alexander Molis, as said Donor, to me known to be the person described in and who executed the foregoing Trust Agreement and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state first above mentioned on the date first above written.

  
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Notary Public

MY COMMISSION EXPIRES:

**Donald R. Rhodes, Notary Public  
Stoddard County, State of Missouri  
My Commission Expires 9/15/2006**