THE Sabastian PADEN TRUST

This Trust Agreement is entered into by Sabastian Paden, residing in Boulder, Colorado, hereinafter referred to as "Settlor", and Susquehanna Trust & Investment Company, as Trustee (hereinafter referred to as "Trustee"), to act on behalf of Sabastian Paden as Beneficiary as set forth herein. This Trust shall be known as "The Sabastian Paden Trust".

ARTICLE I. TRUST ESTATE

1.01 Transfer to Trust The Settlor will, upon the signing of this Trust Agreement and without consideration on Settlor's part, transfer and deliver to the Trustee the sum of twenty dollars ($20.00), receipt of which is acknowledged, and other certain assets anticipated to total in excess of five million dollars ($5,000,000.00) which, together with the interest thereon, shall constitute the trust estate.

The trust estate shall be held, managed, administered, and distributed by the Trustee as herein provided for the above-identified Sabastian Paden, who is herein referred to as "Beneficiary".

1.02 Additions to Trust Estate The Settlor, and any other person, shall have the right at any time to add property acceptable to the Trustee to this Trust and such property, when received and accepted by the Trustee, shall become part of the trust estate.

ARTICLE II. IRREVOCABILITY OF TRUST

This Trust shall, irrespective of any legal presumption to the contrary, be irrevocable and shall not be altered, amended, revoked or terminated by any person except as set forth herein. This Trust is subject to the continuing jurisdiction of the relevant court of competent jurisdiction.

ARTICLE III. DISTRIBUTION

A. During the term of this Trust, the Trustee shall, so long as the Trust possesses sufficient corpus, apply the principal and/or income to pay 1) to Beneficiary the sum of SP One thousand dollars (\$ CP 1,000.00) per week, adjusted annually by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) or its nearest equivalent, 2) for Beneficiary's documented educational, vocational, medical and therapeutic expenses, 3) to purchase real estate as a residence for the Beneficiary either in the name of the Beneficiary or the Trust as determined by the Trustee up to a sum of seven hundred fifty thousand dollars (\$750,000.00) following consultation with, but without the necessity of approval by, the Trust Advisor and Trust Protective Committee described herein, 4) fees and costs of the Trustee, Trust Advisor, and the Trust Protective Committee, 5) the costs of the administration and maintenance of the Trust to meet the requirements of law and/or the practical requirements of the administration of the Trust, including the payment of taxes (including tax on capital gains), and payment of fees and costs of any relevant professionals, 6) for the documented health care needs of Beneficiary's mother, Angela Quidetto, and her immediate family,

7) for the documented health insurance needs of Beneficiary's father, Lloyd Paden.

B. The Trustee may in its sole discretion and upon consideration of all attendant circumstances including previous requests of the type set forth herein to this or any other Trust for the benefit of the Beneficiary, and upon written request of the Beneficiary, invest in one or more businesses in which Beneficiary is an active participant up to a total sum of SP Five hundred thousand dollars (SP $500,000.00) without regard to, or the need to comply with, any relevant Prudent Investor Rule, and the Trustee is specifically encouraged to do so following consultation with the Trust Advisor and the Trust Protective Committee. Any such investment shall include the costs of one or more business consultants to participate in the creation of the business(es) and the operation thereof for a period of at least one year of appropriate consultation after business operations commence.

C. Trustee may also, in its sole discretion, 1) apply principal and income of the trust for any valid and necessary purpose related to the appropriate needs of the Beneficiary, including his health, education, support and welfare; and 2) expend up to two hundred thousand dollars ($200,000.00) for the a) purchase and maintenance, or b) ongoing rental of one residence for the benefit of Lloyd Paden, the father of Sabastian Paden, which residence may be held in the name of the Trust or of Lloyd Paden in the discretion of the Trustee.

D. Any distributions beyond those set forth in Article III, Paragraphs A, B and F and which may be in excess of one hundred thousand dollars ($100,000.00) per year which are not specifically set forth herein shall be made from principal and income in the discretion of the Trustee 1) following consultation with, but without the necessity for approval by, the Trust Advisor, and 2) with the express written approval of two members of the Trust Protective Committee. In making such discretionary distributions, the Trustee and Trust Protective Committee shall evaluate the requested or proposed distribution and determine if, in light of the attendant circumstances, the distribution is in the best interests of Beneficiary; the determination of the Trust Protective Committee and Trustee shall be binding, final and unappealable.

E. The Beneficiary may receive, upon written request, statements reflecting the Trust corpus and account activity on a quarterly or other reasonable basis.

F. Trustee may, in its sole discretion, engage from time to time any individual, corporation, partnership or other entity to render services to Trustee in guiding its services, including the necessity or appropriateness of distributions under this Trust. Trustee shall not be liable for reasonably relying upon the specific advice and consent (where applicable) of the Trust Advisor, Trust Protective Committee, or any qualified consultant whom it is reasonable to retain to guide its discretionary distributions.

Trustee may pay for any such consulting services from the Trust estate, without reduction of compensation paid to Trustee for its services as Trustee.

ARTICLE IV. TERMINATION OF TRUST AND DISTRIBUTION OF PRINCIPAL

A. If the Trustee determines in its discretion that it is impractical to administer the corpus held under this Trust because it becomes too small to justify maintaining a trust, or because it is no longer suitable for the Beneficiary's needs, the Trustee may terminate this Trust with the approval of the Trust Advisor and a majority of the Trust Protective Committee and distribute the principal and income of the Trust to the Beneficiary or upon Petition of the Trustee as Ordered by a Court of competent jurisdiction.

B. This Trust shall also terminate upon order of a court of competent jurisdiction as set forth herein, or upon the death of the Beneficiary.

C. This Trust shall also terminate upon a request of the Beneficiary upon satisfaction of all of the following conditions. If the Beneficiary submits a written request to the Trustee to terminate this Trust, the Trustee shall promptly provide this request to the Trust Protective Committee which will promptly review the circumstances surrounding, and the reason(s) for, the request for termination of the Trust. The Trust Protective Committee shall make such review and investigation as it believes necessary to determine whether termination is in the best interests of the

Beneficiary; all investigative, legal and related costs of the Committee shall be borne by the Trust. If two members of the Trust Protective Committee recommend the termination of the Trust, the Trust shall be terminated and distribution made pursuant to the terms of this Trust; provided however, the Trust shall not be terminated for a period of a least ninety (90) days from the date of receipt by the Trustee of the Beneficiary's written request unless the Trust Protective Committee unanimously approves of an earlier termination. If two (2) members of the Trust Protective Committee do not recommend the Termination of this Trust, the Trust shall not be terminated, subject to the review below.

If the Beneficiary disagrees with the recommendation of the Trust Protective Committee, he may petition the relevant court of competent jurisdiction to review the findings of the Trust Protective Committee and determine whether, by a preponderance of the evidence, termination of the Trust is in the best interests of the Beneficiary. At any time subsequent to a written request for termination by the Beneficiary, the Trust shall pay reasonable counsel fees for representation of the Beneficiary in this process following the request for termination.

D. Upon termination of this Trust, the Trustee shall, if required by law, notify the COMMONWEALTH OF PENNSYLVANIA or other relevant government entity and, if applicable, reimburse the Commonwealth and any other government entity for any unpaid valid government lien established by law, to the extent, and only to the extent, required by law from assets remaining in this Trust at that time. Any portion of the trust estate remaining after such reimbursement shall be paid to the Beneficiary if he is then living, is competent and requests such distribution, and otherwise as designated by the Beneficiary pursuant to the Power of Appointment described herein. If Beneficiary is deceased and no such Appointment should have been exercised, the remaining trust estate shall be distributed as set forth herein. If a subsequent beneficiary should then be 1) a minor, the Trustee shall hold and distribute said share for said beneficiary in accord with the terms of an existing trust for his/her benefit and, if none, then in a trust established by the Trustee until the beneficiary reaches the age of twenty-two (22), or 2) disabled, the Trustee may, in its sole discretion, hold and distribute said share a) in a Third-Party Funded Special Needs Trust which complies with the applicable state and federal law relating to such trusts, or b) as ordered by a court of competent jurisdiction.

E. <u>Power of Appointment: Beneficiary's Right to Redesignate Remainder Beneficiaries of the Trust</u>. The Beneficiary, using a qualified beneficiary designation provided in a Will or other signed written instrument delivered to the Trustee, will have the right to appoint (redesignate) the remainder beneficiary or beneficiaries entitled to all or any part of the trust property and the manner in which an appointee is to receive his, her, or its share, including a requirement that the interest of a designated beneficiary continue in trust.

The Power of Appointment given to the Beneficiary may be exercised in favor of any one or more qualified charitable organizations and/or any one or more charitable remainder trusts and charitable income or lead trusts.

The exercise by the Beneficiary of this Power of Appointment will override any other directions, except for necessary governmental payments, contained herein as to the disposition of the remainder of the Trust. In the absence of the exercise of a Power of Appointment, the corpus of the Trust shall pass fifty percent (50%) directly to the testamentary or intestate heirs of the Beneficiary without passing through the Beneficiary's estate and the remainder to charities for the benefit of children as identified by the Trust Advisor.

ARTICLE V. TRUST ADVISOR and TRUST PROTECTIVE COMMITTEE PROVISIONS

A. Trust Advisor

The purposes of the Trust Advisor are to maintain contact with the Beneficiary, provide mentorship and counsel to the Beneficiary, to advise the Trustee and Trust Protective Committee in matters concerning the Trust and to assist in achieving its objectives to promote the personal needs and growth of the Beneficiary and the protection of the Beneficiary from designing persons. The Trust Advisor will be appointed on an annual basis for a term of one year by the Beneficiary and must be an individual who is not related or subordinate to the Beneficiary within the meaning of Section 672(c) of the Internal Revenue Code and is not an adverse party within the meaning of Section 672(b) of the Internal Revenue Code. The Trust Advisor shall have those powers and duties set forth in this Article and throughout this Agreement.

B. Trust Protective Committee

The Trust Protective Committee shall possess the powers and duties set forth herein, and shall consist of three members. The original Trust Protective Committee members shall be SP Frank Fina, Esq., SP Lauren Claggett, and SP Gary Warren. Each Member of the Trust Protective Committee shall serve until he/she resigns, dies, becomes incapacitated, or is removed as set forth herein. Any anticipated or current vacancy on the Committee shall be filled by majority vote of the remaining members of the Trust Protective Committee and the then-serving Trust Advisor; if the position is not filled within thirty (30) days of a vacancy, the Trustee shall fill the vacancy.

C. Designation of Trust Advisor

The Beneficiary's designation of Trust Advisor for an initial one year term shall be made in writing to the Trustee, within thirty (30) days of the creation of this Trust, and within ten (10) days of any subsequent vacancy in the position. In the absence of a timely appointment of the Trust Advisor by the Beneficiary, the right of the Beneficiary to fill the position shall lapse and the Trust Protective Committee shall appoint a Trust Advisor for a period of one year. Any Trust Advisor whose term has expired shall continue to serve beyond his/her annual appointment until replaced by a written designation of Beneficiary or, in the absence of such a designation, by the Trust Protective Committee.

D. Removal of a Trust Advisor or Members of the Trust Protective Committee Member

The Trust Advisor during his/her term or a member of the Trust Protective Committee may be removed only for cause as determined by a court of competent jurisdiction.

E. Resignation of a Trust Advisor or Trust Protective Committee Member

A Trust Advisor or Trust Protective Committee member may resign by giving notice in writing to the Beneficiary of the Trust, to the Trustee, and to members of the Trust Protective Committee.

F. Trust Advisor -- No Fiduciary Responsibility or Liability

The Trust Advisor's role is unique and personal in nature, and is not intended to carry fiduciary responsibilities or liability. The Trust Advisor may not be held liable for any act or omission except for willful, purposeful and deliberate misconduct, and is to be reimbursed promptly by the Trustee for reasonable hourly fees as set forth herein and any costs incurred, including any litigation costs related to service as Trust Advisor.

G. Trust Advisor Compensation

Any Trust Advisor named or appointed under this Trust shall be compensated for reasonable hourly fees consistent with the occupation of the Trust Advisor unless waived in writing by the Trust Advisor, and if extraordinary services are provided, additional compensation may be paid in the sole discretion of the Trustee.

H. Compensation of Members of the Trust Protective Committe

The individual members of the Trust Protective Committee shall receive a minimum annual compensation of $ SP 5000.00 per year, and shall, in addition, receive reasonable hourly compensation at rates consistent with the profession of each Committee member as determined by the Trustee in its sole discretion for services actually rendered together with reimbursement for all expenses, including any litigation costs related to services as a Trust Protective Committee member.

I. Powers of Trust Protective Committee

The Trust Protective Committee is authorized to exercise the powers set forth herein, together with the following powers:

1) Removal and Replacement of Trustee And Designation of Successor Trustee - To remove and/or replace any Corporate Trustee acting hereunder for any reason whatsoever, and to replace the Trustee with another Corporate Trustee who is not related to or subordinate to Beneficiary (within the meaning of Internal Revenue Code ("Code") §672(c)) to act in place of Trustee so removed.

Any successor trustee shall be a bank, trust company or other licensed fiduciary that either (i) has at least $20,000,000 in trust assets in its management, or (ii) is obligated by law or obligates itself to possess and maintain a fidelity or fiduciary bond sufficient to insure fully the value of the trust property at the expense of the successor trustee.

2) <u>Administrative Review and Related Powers</u> - To review monthly financial statements from Trustee, including but not limited to investments and distributions; review requests for distributions; advise/approve such distributions to the extent required herein; select and retain an independent financial consultant to review on a quarterly basis the investments, fees, management and distributions related to the Trust; consult with the Trust Advisor, the Trustee,the Beneficiary and his family regarding the Beneficiary's welfare; conduct quarterly Trust Protective Committee meetings (in person or by conference call) regarding the status of the Beneficiary and his needs, together with the proper administration of the Trust in meeting those needs.

J. <u>Exercise of Trust Protective Committee's Powers</u> - Any formal action taken by the Trust Protective Committee under this Agreement shall be evidenced by a written instrument, delivered to Trustee, Trust Advisor and Beneficiary, and in the case of an appointment of a successor Trustee shall be effective upon acceptance thereof by execution of a written instrument by Successor Trustee so appointed.

K. Trust Protective Committee -- No Fiduciary Responsibility or Liability - No fiduciary responsibility is imposed on the Trust Protective Committee and its individual members for its own actions or inactions, and no Trust Protective Committee member shall incur any liability by reason of a mere error of judgment, mistake of law, or similar actions of any kind taken or omitted under this Agreement.

L. Bond Waiver - Neither the Trust Protective Committee or the Trust Advisor or their successors shall be required to give bond or furnish sureties in any jurisdiction, but the Trustee shall secure a bond or policy of insurance if available to protect the interests of the Trust Advisor and the Trust Protection Committee members, with the cost to be borne by the Trust.

M. Confidentiality - The Trustee, Trust Advisor and Trust Protective Committee shall maintain confidentiality of all matters pertaining to the Beneficiary, the Trust and their obligations and duties.

ARTICLE VI. POWERS OF TRUSTEE

Description of Powers In order to carry out the purposes of this Trust Agreement, the Trustee, in addition to all other powers granted by this Agreement or by law from time to time, shall have the following powers:

Retention of Assets

(1) To retain any property received by the trust estate for as long as the Trustee considers it advisable.

Investments

(2) Except as provided herein, to purchase, invest and reinvest in every kind of property and investments, including real estate, without restriction to so-called "legal investments" for fiduciaries, as authorized by the Prudent Investor Rule, 20 Pa.C.S.A. Section 7201 et seq. as amended from time to time. This Trust shall not invest in any assets which are held by any other Trust for the benefit of Sabastian Paden and which are held by the Trustee for his benefit except for investments which are backed by the full faith and credit of the United States government. The Trustee shall provide the Beneficiary, the Trust Advisor and the Trust Protective Committee members and any persons designated by such recipients, with monthly statements reflecting assets and transactions, including principal and income distributions, investments, changes in values of the Trust investments, and all fees of any kind charged by the Trustee and any entity managing any investments of the Trust.

Management

(3) To manage, control, repair, and improve all trust property, real or personal.

Sales

(4) To sell, for cash or on such terms and conditions as

deemed advisable or desirable by the Trustee, and to exchange any trust property.

Adjustment of Claims

(5) To adjust or compromise any claims for or against the trust, and to agree to any rescission or modification of any contract or agreement.

Borrowing

(6) To borrow money and to mortgage or pledge or otherwise encumber or hypothecate trust assets as the Trustee may, in its discretion, deem advisable.

(7) To purchase as an investment for this Trust any assets of an estate or estates, provided that the price paid for such assets shall not exceed the fair market value thereof; and to make loans to the Settlor's estate or estates at commercially reasonable terms and with adequate security; and to continue to hold assets so purchased or loans so made as investments hereunder.

Limitation on Powers

(8) Except as provided herein, all powers given to the Trustee by this Trust Agreement are exercisable by the Trustee only in a fiduciary capacity, and a) no power given to the Trustee hereunder shall be construed to enable the Settlor or any person to purchase, exchange, or otherwise deal with or dispose of the principal or income therefrom for less than an adequate consideration in money or money's worth; or to authorize loans to a person except on the

basis of an adequate interest charge and with adequate security, and b)no person, other than the Trustee, shall have or exercise the power to vote or direct the voting of any corporate shares or other securities of this Trust, to control the investments of this Trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to re-acquire or exchange any property of this Trust by substituting other property of equivalent value.

Good Faith Reliance

(9) Until actual receipt of written notice of any death, birth or other event upon which the right to receive income or principal under this Trust Agreement may depend, to make distributions in good faith free of liability to persons whose interests have been affected by that event.

Options

(10) To exercise any options, rights and privileges available to or acquired by Trustee for the purchase of any assets.

Lease

(11) To lease for any term, exchange or sell at public or private sale any trust assets and grant option to lease for any term, exchange or purchase any trust assets, in each case without Court Order.

Nominee Name

(12) To hold investments in bearer form, or register them in Trustee's name or in the name of its nominee.

Subscription Rights

(13) To subscribe for stock and bond privileges, give proxies, join in any merger, reorganization or voting trust with respect to investments under this Trust Agreement, and vote or refrain from voting any securities.

Distribution

(14) To make distributions under this Trust Agreement in cash, in kind or partly in each.

Estate Payments

(15) The Trustee may make such payment from the principal of the trust estate as Trustee may think desirable to facilitate the settlement of Beneficiary's estate, and in the exercise of this power Trustee may pay in whole or in part, any or all of (a) the expenses of Beneficiary's funeral, burial and grave marker, and (b) taxes and administration expenses of Beneficiary's estates, even though they do not relate to any property becoming subject to this Trust Agreement. Neither any personal representative nor any beneficiary of Beneficiary's estate should be required to reimburse the Trustee for any such expenditures.

Real Estate

(16) Except as otherwise authorized herein, Trustee may conduct any prudent real estate transaction. Trustee shall not be deemed to have accepted title to, and shall not act or be obligated to act in any way as a fiduciary with respect to, any donated or gifted real property, including any real property owned or operated

by a sole proprietorship, general or limited partnership, limited liability company, or closely held corporation, or any interest in any such business enterprise, which is or may become an asset of the Trust until (a) an appropriate environmental audit is performed at the expense of the donor of such property, with the Trustee to determine that conditions at such real property or operations conducted by such business enterprise are in compliance with state and federal environmental laws and regulations affecting such real property or such business enterprise and (b) Trustee has accepted such property as an asset of the Trust by written acceptance given to the donor of the property in question, or if none, to the beneficiary or beneficiaries of the Trust (or their natural or legal guardian).

ARTICLE VII. DUTIES AND COMPENSATION OF THE TRUSTEE

(1) Allocation of Income and Principal The Trustee shall determine what is income and what is principal of the Trust created under this Trust Agreement, and what expenses, costs, taxes, and charges of any kind whatsoever shall be charged against income and what shall be charged against principal in accordance with the applicable statutes of the United States and the situs of the Trust as they now exist and may from time to time be amended. Any income which is not distributed shall be accumulated and may be, but is not required to be, added to principal.

(2) Relations with Trustee No one dealing with the Trustee need inquire concerning the validity of anything the Trustee purport

to do, or need confirm the application of any money paid or any property transferred to or on the order of the Trustee.

(3) Trustee's Liability No Trustee appointed under this Trust Agreement shall at any time be held liable for any reasonable act or failure to act of its agent or of any other person in connection with the administration of the trust estate, unless caused by Trustee's breach of fiduciary duty or actionable negligence under the Pennsylvania Uniform Trust Act, 20 Pa C.S. Section 7701 et seq., or its successor, and any other applicable law.

(4) Compensation The original Trustee hereunder or any successor Trustee shall be entitled to reasonable compensation for services as Trustee in accord with the standard schedule of fees in effect for work as a corporate fiduciary over the period during which services are rendered. Said compensation of the corporate trustee, or a portion thereof, may be paid from the principal or income of this Trust according to Trustee's current policy, without prior approval. Compensation shall be payable from income and principal in a manner consistent with the law of the governing jurisdiction.

(5) Bond Prior to serving as Trustee and at all times thereafter, the original Trustee and any successor Trustee shall produce and maintain evidence that it is licensed to serve as a corporate trustee and maintains a bond and/or insurance to cover losses under this Trust caused by a breach of its fiduciary duty.

(6) Successor Trustee If the Trustee named above should

become unable or unwilling to serve, it shall be removed as set forth herein and replaced as Trustee with a successor Trustee. A Trustee may resign without Court approval by giving written notice to the Trust Advisor, the Beneficiary, and the Trust Protective Committee, in a written instrument. When the term "Trustee" is used in this document, it also includes anyone serving as a successor trustee.

A resignation under this paragraph shall be effective upon the appointment of, and acceptance of the Trustee position by, a successor Trustee. All of the out-going Trustee's reasonable fees and expenses (including reasonable attorney's fees) attributable to the appointment of the successor Trustee shall be paid by the Trust.

Prior to delivering the property of this trust to a successor Trustee or making a final distribution of the Trust corpus, the Trustee may require an approval of such a transaction either by a release in discharge by the Beneficiary or by a court of competent jurisdiction.

ARTICLE VIII. SPENDTHRIFT PROVISION

The interests, if any, of a beneficiary in the principal or income of this Trust shall not be subject to the claims of his creditors, or creditors of others, including creditors of any spouse of a married beneficiary, nor to legal process, may not be voluntarily or involuntarily alienated or encumbered.

ARTICLE IX. CONSTRUCTION OF TRUST

(1) Governing Law and Situs This trust shall be governed by

the laws of the situs of the Trust, unless modified in writing by the Trustee in a manner consistent with the terms of, and necessary to effectuate the intent of, this Trust. The situs of this Trust shall be determined in the discretion of the Trustee with the approval of the Trust Protective Committee and may be modified to reflect and identify any situs permitted by law.

(2) Copies To the same extent as if it were the original, anyone may rely on a copy of this Trust certified by a notary public to be a true copy of this Trust. Anyone may rely on any statement of fact certified by anyone who appears from the original Trust Agreement or a certified copy thereof to be a Trustee hereunder.

IN WITNESS WHEREOF, this Trust Agreement has been signed by the Settlor and the Trustee on this 16th day of April, 2015.

SETTLOR:

Witness

S P

Sabastian Paden

TRUSTEE:

Witness

VP

Authorized Representative
Susquehanna Trust & Investment Company