



Sticks And Stones Trust

Prepared by www.guntrustguru.com

for

David Wayne Biggers

STICKS AND STONES TRUST

THIS TRUST AGREEMENT is by DAVID WAYNE BIGGERS, of Jefferson County, Kentucky, as settlor (the "Settlor") and as initial trustee (the "Trustee"). This Trust Agreement will be effective as of the date the Trustee signs below ("Effective Date"). The Settlor is a citizen of the United States of America.

W I T N E S S E T H:

The Settlor desires to create a trust to be held, administered, and distributed in accordance with the provisions of this Trust Agreement. Accordingly, the Settlor has transferred to the Trustee, and the Trustee acknowledges receipt from the Settlor of the sum of one dollar (\$1.00) in cash. This property, together with any other property that may hereafter be conveyed to the Trustee subject to the trust hereby created, will be held, administered, and distributed by the Trustee for the purposes and uses herein set forth. The trust initially created by this Trust Agreement will be known as the "STICKS AND STONES TRUST" as of the Effective Date.

ARTICLE I – IDENTIFICATION OF BENEFICIARIES

The beneficiary of the trust created under Article II of this Trust Agreement is ALAN E DILLARD (the "Beneficiary").

ARTICLE II - REVOCABLE TRUST

A. Distributions. The Trustee will hold, manage, sell, exchange, invest, and reinvest the trust property, collect all income and, after deducting such expenses as are properly payable, will accumulate and distribute the income and principal as herein provided. The Trustee will distribute the income and principal of the trust to the Settlor in such amounts as the Settlor may direct. All undistributed trust income will be accumulated and invested. If the Settlor becomes incapacitated, the Trustee will distribute such amounts of the income and principal of the trust for the comfort, health, support, maintenance, or other needs of the Settlor as the Trustee may determine, in the Trustee's discretion, to be necessary or appropriate to maintain the Settlor in accordance with the Settlor's accustomed standard of living at the time of the Settlor becomes incapacitated.

B. Additions After Death of Settlor. After the death of the Settlor, and only with the consent of the Trustee, the Trustee may add to this trust all firearms that were owned by the Settlor that the Settlor directed by last will and testament or other written instrument to be included in the trust.

C. Payment of Taxes. After the death of the Settlor, the Trustee will pay from the trust property the difference between all taxes that must be paid by reason of the Settlor's death and those taxes that would be payable by reason of the Settlor's death had the property of this trust not been includable in the gross estate of the Settlor for the purpose of calculating such taxes. Except as otherwise specifically provided herein, any taxes caused by the inclusion in the Settlor's estate of property not passing under this Trust Agreement or under the Settlor's Will shall be apportioned and paid in accordance with Sections 140.010 through 140.991 of the Kentucky



Revised Statutes (or any successor statute), and in such case, Federal law will control if Kentucky law and Federal laws conflict or if Kentucky law fails to address an apportionment or tax payment issue. This Section will not apply to any generation skipping transfer taxes imposed by Section 2601 of the Code, which taxes will instead be payable in accordance with the provisions of Section 2603 of the Code.

D. Payment of Expenses. The Trustee, in the Trustee's discretion and with the consent of a majority of the Trustees then serving, may pay from the trust property all or any part of the Settlor's funeral expenses, claims that are legally enforceable against the Settlor's estate, and reasonable expenses of administration of the Settlor's estate, but the Trustee must not make any such payments that are not in the best interests of any person having a beneficial interest in the trust property. The Trustee may make such payments directly or may pay over the amounts thereof to the duly qualified executor, personal representative, or administrator of the Settlor's estate. Written statements by the executor, personal representative, or administrator of the Settlor's estate of the sums that may be paid under this Section will be sufficient evidence of their amounts, and the Trustee will be under no duty to confirm that such payments were applied properly.

E. Gifts of Firearms. After the death of the Settlor, the Trustee will distribute all trust property consisting of the Settlor's firearms to the Beneficiary, subject to being held, administered, and distributed according to the terms and provisions of Article VI in the case of a beneficiary who is under age 21. If the Beneficiary fails to survive the Settlor, then all of such trust property will be distributed to the Settlor's heirs, subject to being held, administered, and distributed according to the terms and provisions of Article VI in the case of an heir who is under age 21, with particular items to be allocated as they may agree, or if they cannot agree, as the Trustee will decide. If a beneficiary hereunder has attained age 21, the Trustee may distribute such trust property to the beneficiary free of trust or to a trust for the beneficiary (if an appropriate trust exists). Distributions of trust property to more than one beneficiary pursuant to this Section will be distributed in number rather than in value to avoid the need to liquidate any such trust property; provided, however, that the Trustee will attempt to make distributions of approximately equal value without liquidating such trust property. The cost of transferring, packing, and shipping such trust property to any such beneficiary will not be charged against this trust.

F. Termination. The trust created under this Article will terminate after all firearms and other trust property regulated by Federal firearms laws, including the National Firearms Act ("NFA") and the Gun Control Act ("GCA"), and any applicable state and local firearms laws (*e.g.*, ammunition) has been properly transferred out of the trust pursuant to Article II, Section E. Upon termination, the Trustee will distribute all remaining trust property (including income and principal of the trust): (1) to the Settlor while living; or (2) if the Settlor is not living, to the Beneficiary, subject to being held, administered, and distributed according to the terms and provisions of Article VI in the case of a beneficiary who is under age 21. If the Beneficiary fails to survive the Settlor, then all of such remaining trust property will be distributed to the Settlor's heirs, subject to being held, administered, and distributed according to the terms and provisions of Article VI in the case of an heir who is under age 21.

ARTICLE III - TRUSTEE APPOINTMENTS

A. Minimum Qualifications of Trustee. No person who is under age 18 may serve as a Trustee or Co-Trustee. In addition, no person who has attained age 18, but who is a Prohibited Person, may serve as a Trustee or Co-Trustee. If any Trustee or Co-Trustee becomes a Prohibited Person while serving as a Trustee or Co-Trustee, such Trustee or Co-Trustee agrees to resign and hereby resigns as Trustee or Co-Trustee effective on the date of such prohibition. In addition, such Trustee or Co-Trustee must give notice of such prohibition and resignation to the Settlor while the Settlor is living, and thereafter, the Beneficiary. Further, such Trustee or Co-Trustee must surrender possession of all trust property in his or her possession to a Trustee or one or more Co-Trustees immediately upon such resignation.

B. Additional Trustee. While the Settlor is living, the Settlor may by written instrument at any time or from time to time appoint one or more additional individual Co-Trustees of the trust created under Article II. After the death of the Settlor, the Trustee (acting alone if one, acting jointly if two, or acting by majority if more than two) may by written instrument at any time or from time to time appoint one or more additional individual Co-Trustees of any trust created under this Trust Agreement.

C. Successor Trustee. If DAVID WAYNE BIGGERS and all other individuals who become a Co-Trustee pursuant to this Article fail to qualify, die, resign, become incapacitated, or otherwise fail or cease to serve as Trustee of a trust created under this Trust Agreement, then ALAN E DILLARD will become Trustee of such Trust, subject to the provisions of Article III, Section A.

D. Removal of Trustee. While the Settlor is living, the Settlor may at any time or from time to time remove any Trustee or Co-Trustee of the trust created under Article II, with or without cause, and may appoint a successor individual Trustee or a series of successor individual Trustees or Co-Trustees. A Trustee or Co-Trustee removed pursuant to this Section must surrender possession of all trust property in his or her possession to one or more Trustees immediately upon notice. If the Settlor is not serving as a Trustee, the Settlor may elect at any time to be the sole Trustee or a Co-Trustee by notice to the Trustee.

E. Trustee Resignation or Vacancy. Any Trustee may resign by transferring all trust property in his or her possession to one or more Trustees and giving notice to the Settlor while the Settlor is living, and thereafter to the Beneficiary. While the Settlor is living, if the trusteeship of the trust created by Article II becomes vacant for any reason, the power to appoint a successor individual Trustee or Co-Trustees or a series of successor individual Trustees or Co-Trustees will be exercisable by the Settlor; provided, however, if the Settlor fails to appoint a successor, and if no successor individual Trustee or Co-Trustees or series of successor individual Trustees or Co-Trustees has been appointed pursuant to the terms of any other Section of this Article, the power to appoint a successor individual Trustee or Co-Trustees or a series of successor individual Trustees or Co-Trustees will be exercisable by the Beneficiary. After the death of the Settlor, if the trusteeship of any trust becomes vacant for any reason, the power to appoint a successor individual Trustee or Co-Trustees or a series of successor individual Trustees or Co-Trustees will be exercisable by the Beneficiary. If no successor Trustee has been appointed pursuant to the terms



of this Section, then a successor individual Trustee or Co-Trustees or a series of successor individual Trustees or Co-Trustees may be appointed by a court of competent jurisdiction.

F. Expenses and Compensation. Every Trustee may be reimbursed for the reasonable costs and expenses incurred in connection with such Trustee's duties. Every Trustee, except for the Settlor and except for an individual Trustee who is also a beneficiary of a trust created under this Trust Agreement, will be entitled to fair and reasonable compensation for services rendered by such Trustee in an amount not exceeding the customary and prevailing charges for services of a similar character at the time and place such services are performed.

G. Waiver of Bond; Ancillary Trustees. No Trustee acting hereunder will be required to give bond, surety, or other security in any jurisdiction. If any trust created by this Trust Agreement contains property located in another state or a foreign jurisdiction, and the Trustee cannot or chooses not to serve under the laws of such state or foreign jurisdiction, the power to appoint an ancillary Trustee for such property (as well as any successor ancillary Trustee) will be exercisable by the Settlor, or by the Trustee if the Settlor is not living or is not competent to act. An ancillary Trustee appointed pursuant to this Section may be an individual Trustee.

H. "Trustee" Defined. Unless another meaning is clearly indicated or required by context or circumstances, the term "Trustee" means and includes the initial Trustee, any individual who is appointed to serve as a Trustee or Co-Trustee pursuant to Article III, Section B, and any successor Trustee or Co-Trustees. Except as otherwise specifically provided in this Trust Agreement, if Co-Trustees are designated to serve hereunder or if Co-Trustees are already serving, and one such Co-Trustee declines to serve, fails to qualify, dies, resigns, becomes incapacitated, or otherwise ceases to serve for any reason, then the remaining Trustee or Co-Trustees, as the case may be, will serve or continue to serve in such capacity.

I. Actions by Co-Trustees. When multiple Trustees are serving, each such Trustee will have the authority to act alone and independently of the other Trustees then serving, without the necessity of consultation with or approval of any other Co-Trustee or Co-Trustees, unless otherwise provided in this Trust Agreement. Any writing signed by a Co-Trustee with the authority to act alone and independently will be valid and effective for all purposes as if signed by all such Trustees.

ARTICLE IV - ADMINISTRATIVE PROVISIONS

A. Survivorship. For purposes of this Trust Agreement, no person will be deemed to have survived the Settlor if such person dies within thirty (30) days after the Settlor's death; however, the Trustee may make distributions from the trusts created under this Trust Agreement within that period for the support of the Beneficiary. Any person who is prohibited by law from inheriting property from the Settlor will be treated as having failed to survive the Settlor.

B. Revocation by Settlor. The Settlor may alter, amend, modify, revoke, or terminate any of the provisions of this Trust Agreement by notice to the Trustee. Furthermore, the Settlor's agent acting under a power of attorney may alter, amend, modify, revoke, or terminate any of the provisions of this Trust Agreement on behalf of the Settlor by notice to the Trustee. Upon the death of the Settlor, this Trust Agreement will become irrevocable.

C. Combination of Trusts. After the death of the Settlor, the Trustee, in the Trustee's discretion, may combine any trust created under this Trust Agreement with any other trust or trusts if the terms of such trusts are substantially similar, if such trusts have the same primary beneficiaries, and if such trusts have the same inclusion ratio as defined in Section 2642(a) of the Code. The Trustee will not be obligated to combine such trusts. If trusts that are combined are to terminate at different times, the combined trust will terminate in stages, with a pro rata portion of the combined trust being distributed to the appropriate beneficiaries when each such trust terminates. If trusts that are combined are to terminate at the same time but have different contingent beneficiaries, the remaining property of the combined trust will be divided pro rata among the contingent beneficiaries of each trust. Any such pro rata distributions will be made in proportion to the value of each trust at the time such trusts were combined.

D. Maximum Duration of Trusts. Notwithstanding anything to the contrary contained in this Trust Agreement, any trust created by this Trust Agreement, unless earlier terminated according to the terms of this Trust Agreement, will terminate one day less than 21 years after the date of death of the Settlor and the following persons who are living on the date of death of the Settlor: (1) the Beneficiary; and (2) the descendants of the Settlor's parents; provided, however, that if applicable state law provides for a different maximum allowable time, then an election to use such maximum allowable time is made. If the Trustee at any time combines and administers as one trust any trust or trusts created hereunder and any trust or trusts under any other instrument, such combined trust will not continue beyond the earlier date on which either of such trusts would, without regard to such combination, have been required to terminate under the rule against perpetuities or other applicable law governing the maximum duration of trusts. If any trust (including a combined trust) would, but for the terms of this Section, continue beyond such date, such trust will nevertheless at that time terminate and the remaining property of such trust will be distributed as provided in the Article that creates such trust.

ARTICLE V - TRUSTEE PROVISIONS

A. Powers. The Trustee will have all of the powers and authorities conferred upon trustees by statute or common law in any jurisdiction in which the Trustee may act, including all powers and authorities conferred by Chapter 386B of the Kentucky Revised Statutes and by any future amendments thereto, except for any instance in which such powers and authorities may conflict with the express provisions of this Trust Agreement, in which case the express provisions of this Trust Agreement, will control. In addition to such powers, the Trustee is specifically authorized:

(1) To control, maintain, possess, receive, repair, store, use (without liability for any depreciation or loss occasioned by such use), ship, and transport all trust property consisting of firearms; provided such control, maintenance, possession, receipt, repair, storage, usage, shipping, or transportation complies with Federal firearms laws, including the NFA and the GCA, and any applicable state and local firearms laws;

(2) To transfer trust property consisting of firearms; provided the Trustee has the consent of the Settlor while living, and thereafter a majority of the Trustees then serving; and provided, further, that such transfer complies with



Federal firearms laws, including the NFA and the GCA, and any applicable state and local firearms laws in effect at the time of the transfer;

(3) To buy and manufacture firearms; provided that such buying or manufacturing complies with Federal firearms laws, including the NFA and the GCA, and any applicable state and local firearms laws;

(4) To retain, in the discretion of the Trustee, any property transferred to the Trustee by the Settlor or any other person without regard to the duty to diversify investments under the laws governing any trust created hereunder and without liability for any depreciation or loss occasioned by such retention, subject to Paragraph 1 of this Section;

(5) To borrow money from any source (including any Trustee) and to mortgage, pledge or in any other manner encumber all or any part of the assets of the trusts as may be advisable in the judgment of the Trustee for the advantageous administration of the trusts; provided the Trustee has the consent of the Settlor while living, and thereafter a majority of the Trustees then serving;

(6) To employ attorneys, accountants, investment managers, specialists and such other agents as the Trustee deems necessary or desirable; to have the authority to appoint an investment manager or managers to manage all or any part of the assets of the trusts, and to delegate to said manager investment discretion and such appointment will include the power to acquire and dispose of such assets; and to charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against such trusts, provided, however, that attorneys, accountants, investment advisors, investment managers, specialists, and other agents may not receive and possess trust property consisting of Title II, or NFA firearms, since only a Trustee may receive, possess, or transfer Title II, or NFA firearms;

(7) To enter into any transaction on behalf of the trusts (including loans for adequate security and adequate interest) despite the fact that another party to any such transaction may be: (a) a trust of which any Trustee under this Trust Agreement is also a trustee; (b) an estate of which any Trustee under this Trust Agreement is also an executor, personal representative, or administrator; (c) a business or trust controlled by any Trustee under this Trust Agreement or of which any such Trustee, or any director, officer, or employee of any such corporate Trustee, is also a director, officer, or employee; or (d) the Settlor, any beneficiary, or any Trustee under this Trust Agreement acting individually;

(8) To make divisions, partitions, or distributions in money or in kind, or partly in each, whenever required or permitted to divide, partition, or distribute all or any part of the trusts; and, in making any such divisions, partitions, or distributions, the judgment of the Trustee in the selection and valuation of the assets to be so divided, partitioned, or distributed will be binding and conclusive, and the



Trustee will not be liable for any differing tax consequences to the beneficiaries hereunder;

(9) To release, in the discretion of the Trustee, any fiduciary power at any time, in whole or in part, temporarily or permanently, whenever the Trustee may deem it advisable, by an instrument in writing executed and acknowledged by the Trustee;

(10) To transfer such sums of the property of the Settlor to an individual serving as agent or attorney-in-fact under a valid power of attorney signed by the Settlor (or to several individuals serving jointly as agents or attorneys-in-fact under a valid power of attorney signed by the Settlor) as such agent or agents may request in order to make gifts, which are specifically authorized by such power of attorney, on behalf of the Settlor, or alternatively, to transfer such sums of the property of the Settlor directly to one or more persons or charities as directed by the Settlor's agent or attorney-in-fact under a valid power of attorney as long as such transfers are specifically authorized by such power of attorney, provided, however, that such agent(s) or attorney(s)-in-fact may not receive and possess trust property consisting of Title II, or NFA firearms, since only a Trustee may receive, possess, or transfer Title II, or NFA firearms;

(11) The Trustee, without thereby delaying the vesting of any trust property or other right conferred under this Trust Agreement, may postpone the distribution of any trust property given, for so long as, in the Trustee's discretion, such postponement is necessary or desirable to permit the Trustee to determine any matter of fact that the Trustee believes to be essential or desirable for ascertaining the respective interests of the beneficiaries or to comply with any applicable Federal, state, and local laws in effect at the time; and

(12) Whenever in this Trust Agreement an action is authorized in the discretion of the Trustee, the term "discretion" means the absolute and uncontrolled discretion of the Trustee.

B. Property, Books of Account and Records. All properties, books of account, and records of any trust created under this Trust Agreement will be made available for inspection at all times during normal business hours by the Settlor or by any person designated by the Settlor. Prior to the death of the Settlor, the Trustee must provide an accounting to the Settlor, if requested by the Settlor.

C. Notice. Any notice required or permitted to be given by or to a person or a Trustee acting under this Trust Agreement must be given by a written instrument actually delivered to the person or Trustee to whom it is required or permitted to be given. Any notice required or permitted to be given to a minor must be given to such minor's parent who is closest in relation to the Settlor, or if no such parent is able to receive such notice, to such minor's guardian. Any notice required or permitted to be given to an adult incapacitated person must be given to such adult incapacitated person's guardian or conservator. If such notice concerns a trusteeship, it will state its effective date. Any action permitted to be taken by a minor must be taken by such minor's parent who is

closest in relation to the Settlor, or if no such parent is able to take such action, by such minor's guardian. Any action permitted to be taken by an adult incapacitated person must be taken by such adult incapacitated person's guardian or conservator.

D. Acts of Prior Trustees. Each Trustee will be relieved of any duty to examine the acts of any prior Trustee and no court accounting will be required. Each successor Trustee will be responsible only for trust property that is actually delivered to such Trustee. Each successor Trustee, upon executing a written acceptance of the trusteeship and upon receipt of trust property actually delivered to such successor Trustee, will be vested with all of the estates, titles, rights, powers, duties, immunities, and discretions granted to the prior Trustee.

E. Reliance on Legal Opinion. In acting or declining to act, each Trustee may rely upon the written opinion of a competent attorney, any facts stated in any instrument in writing and believed true, or any other evidence deemed sufficient. Each Trustee will be held harmless from any liability for any action taken, or for the failure to take any action, if done in good faith and without gross negligence.

ARTICLE VI - CONTINGENT TRUSTS

A. Applicability. With regard to any property that will pass outright to a beneficiary upon the death of the Settlor or upon the termination of a trust created hereunder, if such property is to be distributed to an individual who is under age 21 or who is incapacitated (such person is referred to as the "Ward"), such property will be held by the Trustee as a separate trust for the benefit of such Ward.

B. Distributions. The Trustee will utilize such amounts of the income and principal of the Ward's trust as the Trustee, in the Trustee's discretion, deems desirable from time to time to provide for the Ward's health, education, maintenance, and support, directly and without the interposition of any guardian or conservator.

C. Termination. Each trust created by this Article for a Ward who is under age 21 will terminate when such Ward attains that age and all firearms and other trust property regulated by Federal firearms laws, including the NFA and the GCA, and any applicable state and local firearms laws (*e.g.*, ammunition) have been properly transferred out of such trust. Each trust created by this Article for a person who is incapacitated will terminate when the Ward of such trust, in the discretion of the Trustee, is no longer incapacitated and all firearms and other trust property regulated by Federal firearms laws, including the NFA and the GCA, and any applicable state and local firearms laws has been properly transferred out of such trust. Upon the termination of a trust created by this Article, the remaining property of such trust will be distributed to the Ward of such trust, but if a Ward dies before the termination of such Ward's trust, then upon such Ward's death the remaining property of such trust will be distributed to such Ward's estate.

ARTICLE VII - MISCELLANEOUS PROVISIONS

A. Additions to Trust. The Settlor, or any other person, may at any time, grant, transfer, or convey, either by inter vivos transfer or by Will, to the Trustee such additional property as he or she desires to become a part of any trust hereby created and, subject to acceptance by the Trustee, such additional property will be allocated to the trusts on the basis specified in the



instrument by which such property is transferred, and will thereafter be held, administered, and distributed by the Trustee in accordance with the provisions of this Trust Agreement.

B. Spendthrift Provisions. After the death of the Settlor, each trust created by this Trust Agreement will be a spendthrift trust to the fullest extent allowed by law. Prior to the actual receipt of trust property by any beneficiary, no property (income or principal) distributable under any trust created by this Trust Agreement will, voluntarily or involuntarily, be subject to anticipation or assignment by any beneficiary, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution will be void.

C. Heirs. References to "heirs" are to those persons who would inherit separate personal property from the person designated under the statutes of descent and distribution of the State of Kentucky, if such person died intestate and single at such time.

D. Incapacitated. A beneficiary (other than the Settlor) will be deemed "incapacitated" if the Trustee, in the Trustee's discretion, determines that such beneficiary lacks the ability, due to a physical or mental condition, to manage his or her own personal and financial affairs. The Settlor or a Trustee will be deemed "incapacitated" if and for as long as: (1) a court of competent jurisdiction has made a finding to that effect; (2) a guardian or conservator of the Settlor's or such Trustee's person or estate has been appointed by a court of competent jurisdiction and is serving as such; or (3) two physicians (licensed to practice medicine in the state where the Settlor or Trustee is domiciled at the time of the certification, and one of whom will be board certified in the specialty most closely associated with the cause of the Settlor's or Trustee's incapacity) certify that due to a physical or mental condition the Settlor or Trustee lacks the ability to manage his or her own personal and financial affairs. A Trustee will immediately cease to serve upon being deemed incapacitated. The Settlor will be deemed to have regained capacity if there is a finding to that effect by a court of competent jurisdiction or if two physicians (with the same qualifications described above) certify that the Settlor is capable of managing the Settlor's personal and financial affairs.

E. Internal Revenue Code. References to various Sections of the "Code" are to such designated Sections of the Internal Revenue Code of 1986, as amended.

F. Transfer. The term "transfer" as used in this Trust Agreement includes without limitation selling, assigning, pledging, leasing, loaning, giving away, or otherwise disposing of a firearm or any other trust property regulated by Federal firearms law, including the NFA and the GCA, and any applicable state and local firearms laws (e.g., ammunition). Notwithstanding any other provision of this Trust Agreement to the contrary, all transfers of firearms into or out of any trust created under this Trust Agreement must comply with Federal firearms laws, including the NFA and the GCA, and any applicable state and local firearms laws in effect at the time of the transfer. Further notwithstanding any other provision of this Trust Agreement to the contrary, the Trustee must not transfer trust property consisting of firearms regulated by Federal firearms law, including the NFA and the GCA, and any applicable state and local firearms laws (e.g., ammunition) to any person, including but not limited to the Settlor or any beneficiary, if such



person is a Prohibited Person. Under current Federal law, it is unlawful for the Trustee to sell or otherwise dispose of any firearm or ammunition to any person knowing or having reasonable cause to believe that such person is one of the persons listed in 18 U.S.C. § 922(g). *See* 18 U.S.C. § 922(d).

G. Gun Control Act ("GCA"). The GCA, presently codified as amended at 18 U.S.C. ch. 44, is an Act of Congress passed in 1968 that broadly regulates the firearms industry and firearms owners. The implementing regulations are found in Title 27, Code of Federal Regulations, Part 478. The GCA, as amended, is Title I of the Federal firearms laws.

Under current Federal law, the following persons are prohibited from receiving, possessing, shipping, or transporting firearms or ammunition:

- (1) Any person who has been convicted in any court of a crime punishable by imprisonment for a term exceeding one year;
- (2) Any fugitive from justice;
- (3) Any unlawful user of or any person who is addicted to a controlled substance;
- (4) Any person who has been adjudicated as a mental defective or who has been committed to a mental institution;
- (5) Any alien who is illegally or unlawfully in the United States or, except as provided in 18 U.S.C. § 922(y)(2), has been admitted to the United States under a non-immigrant visa (as that term is defined in 8 U.S.C. § 1101(a)(26));
- (6) Any person who has been discharged from the Armed Forces under dishonorable conditions;
- (7) Any person who, having been a U.S. citizen, has renounced his or her citizenship;
- (8) Any person who is subject to a court order that:
 - (a) was issued after a hearing of which such person received actual notice and at which such person had an opportunity to participate;
 - (b) restrains such person from harassing, stalking, or threatening an intimate partner of such person or child of such intimate partner or person, or engaging in other conduct that would place an intimate partner in reasonable fear of bodily injury to the partner or child; and

- (c) (i) includes a finding that such person represents a credible threat to the physical safety of such intimate partner or child; or (ii) by its terms explicitly prohibits the use, attempted use, or threatened use of physical force against such intimate partner or child that would reasonably be expected to cause bodily injury; and

(9) Any person who has been convicted in any court of a crime of domestic violence.

See 18 U.S.C. § 922(g). To the extent that any Federal firearms laws, including the NFA and the GCA, and applicable state and local firearms laws relating to trust property consisting of firearms and/or the persons who are permitted or prohibited from receiving, possessing, shipping, or transporting such trust property change, those laws will apply to this trust.

H. Prohibited Person. The term "Prohibited Person" as used in this Trust Agreement means any person who is prohibited from receiving, possessing, shipping, or transporting firearms or ammunition pursuant to Federal law (*e.g.*, 18 U.S.C. § 922(g)) or any applicable state and local firearms laws.

I. National Firearms Act ("NFA"). The NFA, presently codified as amended at 26 U.S.C. ch. 53, is an Act of Congress passed in 1934 that, in general, imposes a statutory excise tax on the manufacture and transfer of certain firearms and mandates the registration of those firearms. The NFA is also referred to as Title II of the Federal firearms laws. The Gun Control Act of 1968 ("GCA") is Title I. Firearms regulated by the NFA are referred to as "Title II weapons," or "NFA firearms." The implementing regulations are found in Title 27, Code of Federal Regulations, Part 479.

J. Responsible Person. The term "Responsible Person" as used in this Trust Agreement is defined in 27 C.F.R. § 479.11, and means any individual who possesses, directly or indirectly, the power or authority to direct the management and policies of any trust created by this Trust Agreement to receive, possess, ship, transport, deliver, transfer, or otherwise dispose of a firearm for, or on behalf of, any trust created by this Trust Agreement, including any person who has the capability to exercise such power and possesses, directly or indirectly, the power or authority under any trust created by this Trust Agreement to receive, possess, ship, transport, deliver, transfer, or otherwise dispose of a firearm for, or on behalf of, any trust created by this Trust Agreement. Notwithstanding any other provision in this Trust Agreement to the contrary, neither a beneficiary nor a successor trustee has the capability to exercise the powers or authorities of a Responsible Person; provided, however, that a beneficiary or a successor trustee may become a Trustee or Co-Trustee of any trust created by this Trust Agreement, subject to the provisions of Article III.

K. Severability. In the event that any portion (word, clause, phrase, sentence, paragraph, or section) or provision of this Agreement is declared to be void, invalid, illegal, or unenforceable for any reason, that such portion or provision will be considered independent and



severable from the remaining portions or provisions of this Agreement, which will be unaffected thereby and will remain in full force and effect to the fullest extent permitted by law.

L. Governing Law. The construction, validity, and administration of each trust created under this Trust Agreement will be controlled by the laws of the State of Kentucky. After the death of the Settlor, the Trustee may designate the laws of another jurisdiction as the controlling law with respect to the construction, validity, and administration of any trust created under this Trust Agreement, in which event the laws of such designated jurisdiction will apply to such trust as of the date specified in such designation. Any such designation will be in writing and must be delivered to each beneficiary of the affected trust.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Settlor and the Trustee have signed this revocable trust as of the date of the notary's acknowledgment below.

Settlor and Trustee

David Wayne Biggers

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____
by DAVID WAYNE BIGGERS as Settlor and as Trustee.

My commission expires: _____

[NOTARY SEAL]

Notary Public

