

THE HOWELL LEGACY GROUP TRUST

TRUST DECLARATION

A Delaware Statutory Trust

EIN: 39-7096147

Delaware File Number: 14313192

Formation Date: August 13, 2025

Last Amended: December 1, 2025

Prepared by:

The Howell Legacy Group Legal Team

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RECITALS

WHEREAS, John Shelton Howell III ("Settlor") established The Howell Legacy Group Trust (the "Trust") on August 13, 2025, as a Delaware Statutory Trust under the Delaware Statutory Trust Act, 12 Del. C. § 3801 et seq., with Delaware File Number 14313192;

WHEREAS, the Trust was established with the primary purpose of preserving, protecting, and growing family wealth for current and future generations of the Howell family for a period of one hundred fifty (150) years;

WHEREAS, Howell Holdings LLC, a Delaware limited liability company (EIN: 33-4808481), was designated as the Corporate Trustee of the Trust to serve as the fiduciary manager and administrator;

WHEREAS, the Settlor desires to set forth in this Trust Declaration the complete terms, conditions, powers, and limitations governing the Trust, including provisions for sub-trusts, family governance, and multi-generational wealth preservation;

WHEREAS, all family members, whether related by blood or through legal adoption, shall be treated equally under this Trust Declaration, reflecting the Settlor's personal values and commitment to inclusive family unity;

NOW, THEREFORE, the Settlor hereby declares and establishes the following terms and conditions governing The Howell Legacy Group Trust:

ARTICLE I

TRUST ESTABLISHMENT

Section 1.1 Name

The name of this trust shall be "The Howell Legacy Group Trust" (the "Trust" or "Parent Trust").

Section 1.2 Purpose

The Trust is established for the following purposes:

- (a) To preserve, protect, and grow family wealth across multiple generations;
- (b) To provide for the health, education, maintenance, and support of Trust beneficiaries;
- (c) To maintain and operate family business enterprises through subsidiary entities;
- (d) To support charitable endeavors aligned with family values;
- (e) To establish a lasting family legacy spanning one hundred fifty (150) years.

Section 1.3 Term

The Trust shall continue for one hundred fifty (150) years from the date of formation, unless earlier terminated in accordance with Delaware law or as otherwise provided herein.

Section 1.4 Governing Law

This Trust shall be governed by and construed in accordance with the laws of the State of Delaware, including the Delaware Statutory Trust Act, 12 Del. C. § 3801 et seq.

Section 1.5 Registered Agent

The registered agent for the Trust in Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

ARTICLE II

TRUSTEE PROVISIONS

Section 2.1 Corporate Trustee

Howell Holdings LLC, a Delaware limited liability company (EIN: 33-4808481), shall serve as the Corporate Trustee of the Trust. The Corporate Trustee shall have all powers and duties set forth in this Trust Declaration, the Delaware Statutory Trust Act, and applicable law.

Section 2.2 Trustee Powers

The Corporate Trustee shall have the following powers, to be exercised in its fiduciary capacity:

- (a) To invest and reinvest Trust assets in any form of property, including stocks, bonds, real estate, business interests, and alternative investments;
- (b) To buy, sell, lease, exchange, or otherwise deal with Trust property;
- (c) To borrow money, pledge assets, and incur debt on behalf of the Trust;
- (d) To employ advisors, managers, agents, and professionals;
- (e) To create, fund, and administer sub-trusts for individual beneficiaries;
- (f) To make distributions to or for the benefit of beneficiaries;
- (g) To establish and operate subsidiary entities;
- (h) To prosecute, defend, settle, or compromise claims and litigation;
- (i) To execute documents and agreements on behalf of the Trust;
- (j) To perform all other acts necessary or appropriate for Trust administration.

Section 2.3 Authorized Representatives

The following individuals are authorized to act on behalf of the Corporate Trustee:

- (a) John Shelton Howell III, Managing Member & CEO;
- (b) Margaret Howell, Co-Manager & COO.

Section 2.4 Successor Trustees

If Howell Holdings LLC ceases to serve as Corporate Trustee, a successor Corporate Trustee shall be appointed by the Trust Protector, or if no Trust Protector is serving, by majority vote of the Family Council.

Section 2.5 Trustee Compensation

The Corporate Trustee shall be entitled to reasonable compensation for its services, consistent with industry standards for corporate trustees of comparable trusts.

ARTICLE III

TRUST PROPERTY

Section 3.1 Initial Trust Property

The initial trust property consists of membership interests in Howell Holdings LLC, intellectual property rights, and other assets as set forth in Schedule A attached hereto.

Section 3.2 Additional Contributions

The Settlor or any other person may contribute additional property to the Trust at any time, subject to acceptance by the Corporate Trustee.

Section 3.3 Investment Powers

The Corporate Trustee shall have broad investment discretion and may invest Trust assets in any form of investment deemed prudent, without being limited to traditional trust investments.

Section 3.4 Digital Assets

The Trust may hold, manage, and transact in digital assets, including cryptocurrency, digital securities, and other blockchain-based assets, subject to prudent investment standards.

ARTICLE IV

BENEFICIARY AND DISTRIBUTIONS

Section 4.1 Primary Beneficiary

The primary beneficiary of the Trust is Howell Holdings LLC, in its capacity as Corporate Trustee, which shall hold Trust distributions for the ultimate benefit of the family members described herein.

Section 4.2 Distribution Standard

Distributions from the Trust shall be made for the health, education, maintenance, and support ("HEMS") of beneficiaries, considering each beneficiary's needs, other resources, and the long-term preservation of Trust assets.

Section 4.3 Family Members with Indirect Beneficial Interests

The following family members have indirect beneficial interests through the Trust structure:

- (a) John Shelton Howell III (Settlor);
- (b) Margaret Howell (Spouse of Settlor);
- (c) John Shelton Howell IV (Son of Settlor);
- (d) Jayeden Howell (Daughter of Settlor);
- (e) Jordyn Shelsi Howell (Daughter of Settlor);
- (f) Yesenia Howell (Daughter-in-law of Settlor);
- (g) John Shelton Howell V (Grandson of Settlor);
- (h) Tony Howell (Granddaughter of Settlor);
- (i) Arthur Lamon Howell (Brother of Settlor);
- (j) All future bloodline and legally adopted descendants of the Settlor.

Section 4.4 Equal Treatment

All family members, whether related by blood or through legal adoption, shall be treated equally under this Trust Declaration, without distinction or preference.

ARTICLE V

SUB-TRUST PROVISIONS

Section 5.1 Authority to Create Sub-Trusts

The Corporate Trustee is hereby authorized to create, fund, and administer one or more sub-trusts for the benefit of individual family members or groups of family members.

Section 5.2 Sub-Trust Purpose

Sub-trusts may be established for any of the following purposes:

- (a) To provide for the specific needs of an individual beneficiary;
- (b) To hold assets for minor beneficiaries until they reach a specified age;
- (c) To provide asset protection for beneficiaries;
- (d) To provide for beneficiaries with special needs;
- (e) To achieve tax planning objectives;
- (f) To implement family governance objectives.

Section 5.3 Sub-Trust Funding

Sub-trusts shall be funded through allocations from the Parent Trust. Such allocations represent beneficial interests in the Parent Trust rather than outright transfers of assets. All sub-trust assets remain part of the Parent Trust for tax purposes.

Section 5.4 Sub-Trust Distribution Standard

Unless otherwise specified in the sub-trust agreement, distributions from sub-trusts shall be made for the health, education, maintenance, and support ("HEMS") of the designated beneficiary, in the sole discretion of the Corporate Trustee.

Section 5.5 Sub-Trust Spendthrift Protection

Each sub-trust shall include spendthrift provisions protecting sub-trust assets from the claims of creditors and preventing voluntary or involuntary alienation by the beneficiary.

Section 5.6 Successor Beneficiaries

Upon the death of the primary beneficiary of a sub-trust, the sub-trust assets shall pass to such beneficiary's descendants, per stirpes, or if none, shall revert to the Parent Trust.

Section 5.7 Established Sub-Trusts

The following sub-trusts have been established pursuant to this Article V:

- (a) Arthur Lamon Howell Family Legacy Sub-Trust, effective November 28, 2025, for the benefit of Arthur Lamon Howell, with an initial allocation of \$25,000. The complete Sub-Trust Agreement is attached hereto as Schedule B.

ARTICLE VI

FOUR-TIER ORGANIZATIONAL STRUCTURE

Section 6.1 Structure Overview

The Trust operates through a four-tier organizational structure designed to separate fiduciary functions from business operations while maintaining proper corporate governance. A complete listing of all entities with EINs is provided in Schedule C. The USPTO Patent Portfolio is detailed in Schedule D.

Section 6.2 Tier One: Trust Layer

The Howell Legacy Group Trust (Delaware Statutory Trust, EIN: 39-7096147) serves as the apex entity, holding all family assets for the benefit of current and future generations.

Section 6.3 Tier Two: Corporate Trustee Layer

Howell Holdings LLC (Delaware LLC, EIN: 33-4808481) serves as the Corporate Trustee, managing and administering the Trust in its fiduciary capacity.

Section 6.4 Tier Three: Intermediate Holding Company Layer

AITCH Holdings LLC (Delaware LLC, EIN: 39-3671183) serves as the intermediate holding company, owned by Howell Holdings LLC, separating fiduciary trust administration from business operations.

Section 6.5 Tier Four: Operational Holding and Operating Division Layer

AITCH Enterprises LLC (Delaware LLC, EIN: 33-4671323) serves as the primary operational holding company, owned by AITCH Holdings LLC, consolidating ownership of operating subsidiaries. The fourth tier comprises the following operating divisions and their subsidiaries:

(A) REAL ESTATE DIVISION:

- (i) AITCH Land Group LLC (Delaware, EIN: 33-4671323) – Real estate holding and development
- (ii) Welannee Boulevard Family Estate LLC (Florida, EIN: 39-3135128) – 42-acre Florida family estate
- (iii) VA Abner Ave Property LLC (Delaware, EIN: 41-2403546) – Virginia rental property

(B) INTELLECTUAL PROPERTY - PATENTS DIVISION:

AITCH Technologies LLC (Delaware, EIN: 39-3671175) serves as the central patent holding company with ten (10) patent portfolio subsidiaries. All ten (10) non-provisional patent applications have been filed with the USPTO and accepted for examination. Complete USPTO application details are provided in Schedule D.

- (1) AgriFlow Systems LLC (EIN: 39-7096147) – Passive Irrigation Membrane System
- (2) BioTile Systems LLC (EIN: 39-3884356) – Modular Biofilter Tile

- (3) ClimateVent Systems LLC (EIN: 39-3911254) – Climate-Adaptive Ventilation Brick
- (4) EcoInfuse Systems LLC (EIN: 39-3945682) – Greywater Recycling Dishwasher
- (5) HydroShingle Systems LLC (EIN: 39-4190841) – Rainwater-Capturing Roofing Shingle
- (6) SmartBuild Solutions LLC (EIN: 39-4443242) – Modular Wall Block System
- (7) SkyRoot Systems LLC (EIN: Pending) – Vertical Root-Zone Air Purifier Panels
- (8) TerraGrid Systems LLC (EIN: 39-3956152) – Modular Infrastructure Grid
- (9) UrbanRay Systems LLC (EIN: 39-4080928) – Soil Sensor Tile Grid
- (10) Verdant Appliance Co. LLC (EIN: 39-4087964) – Solar Street Marker System

(C) INTELLECTUAL PROPERTY - MUSIC DIVISION:

- (i) AITCH IP Holdings LLC (Delaware, EIN: 39-3807943) – Music copyright holding company
- (ii) 360 World Music LLC (Delaware, EIN: 39-3833967) – Music publishing
- (iii) Global Music Group LLC (Delaware, EIN: 45-1675784) – Music production

(D) INVESTMENT & HEALTHCARE DIVISION:

- (i) 52nd Street Capital Group LLC (Delaware, EIN: 39-3641584) – Investment and management services. 52nd Street Capital manages the Trust's 67% membership interest in H&L Venture Group LLC pursuant to the Management Services Agreement, as amended, at \$10,000 monthly management fee.
- (ii) 52nd Street Capital Group LLC Retirement Trust (Solo 401k) (EIN: 39-7086289) – Private retirement trust
- (iii) H&L Venture Group LLC (Virginia, EIN: 82-3948952) – Healthcare services operating as BrightStar Care of East Richmond. The Trust holds a 67% membership interest (Margaret Howell 34%, John Shelton Howell III 33%) managed by 52nd Street Capital Group LLC under the MSA.

(E) NEVADA ENTITIES:

- (i) Nevada Investment Holdings LLC – Investment holding company
- (ii) Nevada IP Licensing LLC – Intellectual property licensing
- (iii) Nevada Venture Capital LLC – Venture capital investments

Section 6.6 Cash Flow and Capital Allocation Framework

The Trust operates under a comprehensive cash flow management system governing the movement of capital between entities:

(A) UPSTREAM REVENUE FLOW:

Revenue generated by operating subsidiaries flows upstream through the organizational tiers as follows:

- (1) Operating Subsidiaries generate revenue from business operations
- (2) Net profits flow to AITCH Enterprises LLC as operational holding company
- (3) AITCH Enterprises distributes to AITCH Holdings LLC
- (4) AITCH Holdings distributes to Howell Holdings LLC (Corporate Trustee)
- (5) Howell Holdings deposits to Trust accounts at Fidelity

(B) THE 30/40/20/10 ALLOCATION MODEL:

All distributable profits from operating entities shall be allocated according to the following framework:

- (1) 30% - Operating Reserves: Retained within the originating entity for working capital, business reinvestment, and operational needs
- (2) 40% - Trust Distributions: Distributed upstream to the Trust for beneficiary support per HEMS standards (pass-through income treatment)
- (3) 20% - Growth Capital: Allocated for new ventures, acquisitions, and strategic expansion initiatives
- (4) 10% - Emergency Reserves: Maintained as Trust corpus for catastrophic events, legal defense, and extraordinary circumstances

(C) DOWNSTREAM DISTRIBUTION FRAMEWORK:

Capital contributions from the Settlor and other sources flow downstream through the Trust structure:

- (1) Personal income deposited to Trust accounts at Fidelity
- (2) Corporate Trustee allocates capital per governance-based allocation decisions
- (3) Capital flows through AITCH Holdings to AITCH Enterprises
- (4) AITCH Enterprises funds operating subsidiaries based on approved budgets
- (5) All downstream capital contributions require Trust-level authorization

(D) MANAGEMENT SERVICES AGREEMENT:

52nd Street Capital Group LLC provides management services to the Trust structure pursuant to the Management Services Agreement, as amended, with compensation of \$10,000 per month. The MSA governs the management of the Trust's 67% interest in H&L Venture Group LLC and provides for:

- (1) Strategic portfolio management across all Trust-owned entities
- (2) W-2 payroll processing and Solo 401(k) retirement plan administration
- (3) Investment oversight and capital allocation recommendations
- (4) Quarterly reporting and compliance documentation

(E) CASH FLOW PRIORITY ALLOCATION:

Available cash flow shall be allocated in the following priority order:

- (1) Priority 1 - Legal Obligations: Payroll taxes, W-2 wages, quarterly estimated taxes, regulatory filings
- (2) Priority 2 - Retirement Funding: Employee 401(k) deferrals, employer contributions, plan administration
- (3) Priority 3 - Operating Expenses: Professional services, banking fees, insurance, technology
- (4) Priority 4 - Strategic Reserves: Emergency operating reserves (6 months), investment opportunities, growth capital
- (5) Priority 5 - Distributions: Upstream distributions to AITCH Enterprises and the Trust as determined by management

ARTICLE VII

SPENDTHRIFT AND PROTECTION PROVISIONS

Section 7.1 Spendthrift Clause

No beneficiary shall have the power to anticipate, assign, pledge, encumber, or transfer any interest in the Trust or any distribution from the Trust. No interest of any beneficiary shall be subject to the claims of creditors, legal process, bankruptcy proceedings, or the rights of any spouse or former spouse.

Section 7.2 Divorce Protection

In the event of divorce or legal separation of any beneficiary, the beneficiary's interest in the Trust shall be treated as separate property and shall not be subject to division or equitable distribution.

Section 7.3 Anti-Duress Provisions

If the Corporate Trustee determines that a beneficiary is under duress, undue influence, or coercion, distributions to such beneficiary may be suspended or modified.

Section 7.4 Substance Abuse Provision

If the Corporate Trustee determines that a beneficiary suffers from substance abuse, distributions may be conditioned on treatment or made directly to providers.

ARTICLE VIII

CHARITABLE PROVISIONS

Section 8.1 Philanthropic Mandate

The Trust is committed to charitable giving as a core family value. The Corporate Trustee may make distributions to qualified charitable organizations aligned with family values.

Section 8.2 Related Charitable Organizations

The following charitable organizations are affiliated with the Howell family and hold 501(c)(3) tax-exempt status:

- (a) Today's Child Foundation (EIN: 45-1675784) – Supporting adoption and youth services;
- (b) Ifoma Foundation (EIN: 39-4014358) – Supporting vision health and blindness prevention;
- (c) AITCH Conservation Foundation (EIN: 39-3986528) – Supporting environmental conservation.

Section 8.3 Arms-Length Relationship

All transactions between the Trust and affiliated charitable organizations shall be conducted at arm's length, with appropriate documentation and fair market value consideration.

ARTICLE IX

TRUST PROTECTOR

Section 9.1 Appointment

The Settlor hereby appoints John Shelton Howell IV as Trust Protector, to serve without bond.

Section 9.2 Trust Protector Powers

The Trust Protector shall have the following powers:

- (a) To remove and replace the Corporate Trustee;
- (b) To add or remove beneficiaries, except the Trust Protector or the Trust Protector's spouse or descendants;
- (c) To modify administrative provisions;
- (d) To change the governing law or situs of the Trust;
- (e) To veto distributions in extraordinary circumstances;
- (f) To resolve disputes among beneficiaries.

Section 9.3 Limitations

The Trust Protector shall not have the power to make distributions to himself or herself, revoke the Trust, or act in any way that would cause adverse tax consequences.

Section 9.4 Successor Trust Protectors

If the Trust Protector ceases to serve, a successor shall be appointed by majority vote of the adult beneficiaries, or if none are able to serve, by a court of competent jurisdiction.

ARTICLE X

FAMILY GOVERNANCE

Section 10.1 Family Council Establishment

A Family Council is hereby established to provide guidance, education, and communication regarding family affairs and Trust administration.

Section 10.2 Membership

The Family Council shall consist of all adult family members who are beneficiaries or potential beneficiaries of the Trust.

Section 10.3 Officers

The Family Council shall elect from among its members a Chair and Secretary to serve two-year terms.

Section 10.4 Powers and Responsibilities

The Family Council shall have the following advisory powers:

- (a) To provide input on major Trust decisions;
- (b) To recommend charitable giving priorities;
- (c) To develop family education programs;
- (d) To resolve family disputes through mediation;
- (e) To preserve and transmit family values and history.

Section 10.5 Meetings

The Family Council shall meet at least annually, with additional meetings as needed. Meetings may be held in person or by electronic means.

ARTICLE XI

DECANTING PROVISIONS

Section 11.1 Decanting Authority

The Corporate Trustee may decant all or part of the Trust to a second trust for the benefit of one or more beneficiaries, in accordance with Delaware law.

Section 11.2 Purposes

Decanting may be used for any of the following purposes:

- (a) To take advantage of changes in tax law;
- (b) To provide better asset protection;
- (c) To address changed circumstances;
- (d) To correct drafting errors;
- (e) To consolidate trusts for administrative efficiency.

Section 11.3 Limitations

Decanting shall not be used to reduce the fixed income interest of any beneficiary or to extend the Trust term beyond the original perpetuities period.

Section 11.4 Notice

The Corporate Trustee shall provide sixty (60) days' written notice to qualified beneficiaries before decanting, unless such notice is waived.

ARTICLE XII

DISPUTE RESOLUTION

Section 12.1 Mediation

Any dispute arising under this Trust Declaration shall first be submitted to mediation before a qualified mediator selected by the parties.

Section 12.2 Binding Arbitration

If mediation is unsuccessful, disputes shall be resolved by binding arbitration in Wilmington, Delaware, under the rules of the American Arbitration Association.

Section 12.3 Confidentiality

All mediation and arbitration proceedings shall be confidential, and no party shall disclose information regarding such proceedings except as required by law.

Section 12.4 Costs

The costs of mediation and arbitration shall be paid from Trust assets unless the arbitrator determines that a party acted in bad faith, in which case costs may be assessed against that party.

Section 12.5 Emergency Relief

Nothing in this Article shall preclude any party from seeking emergency injunctive relief from a court of competent jurisdiction when necessary to prevent irreparable harm.

ARTICLE XIII

NONJUDICIAL SETTLEMENT AGREEMENT

Section 13.1 Authority

Interested persons may enter into a binding nonjudicial settlement agreement with respect to any matter involving the Trust, to the extent permitted by Delaware law.

Section 13.2 Interested Persons

For purposes of this Article, interested persons include the Corporate Trustee, qualified beneficiaries, the Trust Protector, and any other person whose consent would be required to achieve a binding settlement in court.

Section 13.3 Scope

A nonjudicial settlement agreement may address any matter that could be properly addressed by a court, including interpretation or construction of trust terms, approval of a trustee's report or accounting, direction to a trustee to refrain from a particular action, and determination of trustee compensation.

Section 13.4 Limitation

A nonjudicial settlement agreement may not violate a material purpose of the Trust or include terms that could not be approved by a court.

ARTICLE XIV

VIRTUAL REPRESENTATION

Section 14.1 Authority

To the maximum extent permitted by Delaware law, persons may be represented by and bound by others in accordance with the virtual representation principles set forth in this Article.

Section 14.2 Methods of Representation

The following representation rules shall apply:

- (a) A parent may represent and bind a minor child;
- (b) A guardian may represent and bind an incapacitated person;
- (c) A person may represent and bind unborn or unascertained beneficiaries with substantially identical interests;
- (d) A beneficiary with a present interest may represent and bind beneficiaries with future interests in the same Trust property.

Section 14.3 Appointment of Representatives

The Corporate Trustee may appoint a representative for any person who cannot otherwise be represented, subject to court approval if required by law.

ARTICLE XV

INCENTIVE PROVISIONS

Section 15.1 Purpose

The following incentive provisions are intended to encourage productive behavior and family values among beneficiaries.

Section 15.2 Education Incentives

The Corporate Trustee may make enhanced distributions to beneficiaries who pursue higher education, vocational training, or other educational advancement.

Section 15.3 Earned Income Matching

The Corporate Trustee may match earned income of beneficiaries up to a specified amount per year, to encourage productive employment.

Section 15.4 Entrepreneurship Support

The Corporate Trustee may provide enhanced distributions or loans to beneficiaries who start or acquire businesses, subject to appropriate review and documentation.

Section 15.5 Community Service

The Corporate Trustee may make enhanced distributions to beneficiaries who engage in significant community service or charitable work.

Section 15.6 Flexibility

The Corporate Trustee shall have discretion to modify these incentives based on changing circumstances and the needs of individual beneficiaries.

ARTICLE XVI

INCAPACITY PROVISIONS

Section 16.1 Determination of Incapacity

A beneficiary shall be deemed incapacitated if two licensed physicians certify in writing that the beneficiary is unable to manage his or her own financial affairs.

Section 16.2 Settlor Incapacity

If the Settlor becomes incapacitated, the Corporate Trustee shall continue to administer the Trust in accordance with its terms, and the Trust shall become irrevocable during any period of incapacity.

Section 16.3 Beneficiary Incapacity

If a beneficiary becomes incapacitated, distributions may be made to the beneficiary's guardian, conservator, or directly to providers of goods and services for the beneficiary's benefit.

ARTICLE XVII

AMENDMENT AND REVOCATION

Section 17.1 Revocable During Settlor's Lifetime

During the Settlor's lifetime and while the Settlor has capacity, the Trust is revocable and may be amended or revoked by the Settlor by written instrument delivered to the Corporate Trustee.

Section 17.2 Irrevocability

The Trust shall become irrevocable upon the death of the Settlor or upon the Settlor's written declaration that the Trust is irrevocable.

Section 17.3 Limited Amendment Power After Irrevocability

After the Trust becomes irrevocable, administrative provisions may be amended by the Corporate Trustee with the consent of the Trust Protector, but dispositive provisions may not be amended except through decanting or nonjudicial settlement agreement.

Section 17.4 Perpetual Duration

Subject to applicable law, the Trust is intended to continue for one hundred fifty (150) years from the date of formation.

ARTICLE XVIII

GENERAL PROVISIONS

Section 18.1 Severability

If any provision of this Trust Declaration is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Section 18.2 Binding Effect

This Trust Declaration shall be binding upon and inure to the benefit of the Settlor, the Corporate Trustee, all beneficiaries, and their respective heirs, successors, and assigns.

Section 18.3 Captions

Article and section captions are for convenience only and shall not affect the interpretation of this Trust Declaration.

Section 18.4 Entire Agreement

This Trust Declaration, together with all schedules and exhibits attached hereto, constitutes the entire agreement regarding the Trust and supersedes all prior agreements and understandings.

Section 18.5 Privacy and Confidentiality

The terms of this Trust Declaration and all Trust administration matters shall be kept confidential to the maximum extent permitted by law.

Section 18.6 Bank and Financial Institution Reliance

Any bank, financial institution, or other third party may rely on a Certificate of Trust or certification by the Corporate Trustee without requiring a copy of this Trust Declaration or any amendment.

EXECUTION

IN WITNESS WHEREOF, the Settlor has executed this Trust Declaration as of the date first written above.

SETTLOR:

 _____
John Shelton Howell III

Date: _____

CORPORATE TRUSTEE:

HOWELL HOLDINGS LLC

 _____
John Shelton Howell III, Managing Member & CEO

Date: _____

 _____
Margaret Howell, Co-Manager & COO

Date: _____

SCHEDULE A

TRUST PROPERTY

The following property constitutes the initial and current property of The Howell Legacy Group Trust:

1. Membership Interest in Corporate Trustee

One hundred percent (100%) membership interest in Howell Holdings LLC (Delaware LLC, EIN: 33-4808481).

2. Intellectual Property Rights

All trademarks, service marks, trade names, copyrights, patents, and other intellectual property rights held by or assigned to the Trust, including but not limited to ten (10) USPTO non-provisional patent applications (detailed in Schedule D) and the music catalog valued at approximately \$750,000.

3. Real Property Interests

Indirect ownership of the 42-acre Welannee Boulevard Family Estate in Florida through Welannee Boulevard Family Estate LLC, and the Virginia rental property through VA Abner Ave Property LLC.

4. Business Interests

Membership interests in all subsidiary entities as listed in Schedule C.

5. Additional Property

Any additional property contributed to the Trust from time to time, as recorded in the Trust's books and records.

6. Reference Documents

Certificate of Trust filed with the Delaware Secretary of State, File Number 14313192, dated August 13, 2025.

THE ARTHUR LAMON HOWELL FAMILY LEGACY SUB-TRUST AGREEMENT

SUBSIDIARY INSTRUMENT OF THE HOWELL LEGACY GROUP TRUST

Effective Date:	November 28, 2025
Parent Trust:	The Howell Legacy Group Trust
Parent Trust EIN:	39-7096147
Parent Trust Situs:	State of Delaware
Corporate Trustee:	Howell Holdings LLC
Corporate Trustee EIN:	33-4808481
Managing Trustee/Settlor:	John Shelton Howell III
Administrative Trustee:	Margaret Howell
Primary Beneficiary:	Arthur Lamon Howell (Brother of Settlor)
Primary Beneficiary DOB:	November 18, 1980
Primary Beneficiary Address:	1638 Cypress E, Avon, Ohio 44011
Successor Beneficiary:	Zion Lamon Howell (Son of Arthur Lamon Howell)
Successor Beneficiary DOB:	July 27, 2010
Successor Beneficiary SSN:	***-**-5743
Governing Law:	Delaware Statutory Trust Act, 12 Del. C. § 3801 et seq.
Document Version:	

	2.0 - January 3, 2026 (Supersedes November 28, 2025 version)
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RECITALS

WHEREAS, *The Howell Legacy Group Trust ("Parent Trust") was duly established on August 13, 2025, as a Delaware Statutory Trust pursuant to the Delaware Statutory Trust Act, 12 Del. C. § 3801 et seq., with Employer Identification Number 39-7096147;*

WHEREAS, *John Shelton Howell III, as Managing Trustee and Settlor of the Parent Trust, has full authority to create subsidiary trusts for the benefit of family members pursuant to Article V of the Parent Trust Declaration;*

WHEREAS, *Arthur Lamon Howell, born November 18, 1980, is the biological brother of the Settlor and qualifies as a family member with beneficial interest eligibility under the Parent Trust;*

WHEREAS, *Zion Lamon Howell (SSN ***-**-5743), born July 27, 2010, is the son of Arthur Lamon Howell and represents the next generation of the Arthur Lamon Howell family line;*

WHEREAS, *the Parent Trust holds diversified assets valued at approximately Eight Million Two Hundred Fifty-One Thousand Five Hundred Eighty-Five Dollars (\$8,251,585) as of December 31, 2025, generating income through business operations, investment returns, royalties, and capital appreciation;*

WHEREAS, *the Corporate Trustee deems it appropriate to allocate a beneficial interest to Arthur Lamon Howell for his health, education, maintenance, and support, with succession provisions for his descendants;*

WHEREAS, *this Sub-Trust shall operate as an integrated component of the Parent Trust's consolidated structure, sharing in the Parent Trust's earnings, appreciation, and distributions according to the allocation methodology defined herein;*

NOW, THEREFORE, *in consideration of the mutual covenants and agreements set forth herein, and pursuant to the authority granted under the Parent Trust*

Declaration, the Corporate Trustee hereby establishes this Sub-Trust on the terms and conditions set forth below.

ARTICLE I: ESTABLISHMENT, PURPOSE, AND TAX TREATMENT

Section 1.1 Formal Establishment

The Arthur Lamon Howell Family Legacy Sub-Trust (the "Sub-Trust") is hereby established as a subsidiary trust of The Howell Legacy Group Trust, effective as of November 28, 2025. This Sub-Trust constitutes a separate beneficial interest allocation within the consolidated Parent Trust structure, not a separate legal entity.

Section 1.2 Tax Classification and Reporting

(a) No Separate EIN

This Sub-Trust shall not obtain a separate Employer Identification Number. All tax identification shall be under the Parent Trust EIN 39-7096147.

(b) Consolidated Tax Reporting

All income, deductions, distributions, and tax consequences attributable to this Sub-Trust shall be reported on the consolidated tax returns of the Parent Trust. The Corporate Trustee shall maintain subsidiary tax records sufficient to track the Sub-Trust's allocable share of income and distributions.

(c) Beneficiary Tax Treatment

Distributions from this Sub-Trust to the Beneficiary shall be reported to the Beneficiary on IRS Form K-1 (or successor form) issued by the Parent Trust, reflecting the Beneficiary's allocable share of trust income, deductions, and credits.

(d) Grantor Trust Status

To the extent the Parent Trust is treated as a grantor trust under Internal Revenue Code Sections 671-679, this Sub-Trust shall follow the same tax treatment. If the Parent Trust transitions to non-grantor trust status, this Sub-Trust shall follow accordingly.

Section 1.3 Purpose and Intent

(a) Primary Purpose

This Sub-Trust is established to provide for the health, education, maintenance, and support ("HEMS") of Arthur Lamon Howell during his lifetime, and thereafter for his descendants according to the succession provisions herein.

(b) Family Unity Objective

This Sub-Trust furthers the Parent Trust's mission of multi-generational wealth preservation and family unity by ensuring appropriate support for the Settlor's extended family while maintaining proper governance boundaries.

(c) Asset Protection

This Sub-Trust shall provide creditor protection and divorce protection for the Beneficiary's interest, consistent with Delaware law and the spendthrift provisions contained herein.

ARTICLE II: FUNDING, ALLOCATION, AND EARNINGS METHODOLOGY

Section 2.1 Nature of Beneficial Interest Allocation

(a) Allocation, Not Transfer

The Sub-Trust is funded through an **allocation of beneficial interest** in the Parent Trust, not through an outright transfer of segregated assets. The Sub-Trust represents a proportionate claim on the Parent Trust's consolidated asset pool and earnings.

(b) Integrated Asset Management

All assets remain under the unified management of the Parent Trust. The Corporate Trustee manages the Parent Trust's entire portfolio as a single investment pool for maximum efficiency, diversification, and economies of scale.

(c) Ledger Accounting System

The Corporate Trustee shall maintain a comprehensive ledger accounting system tracking:

- Initial capital allocation
- Allocable share of Parent Trust earnings (income and appreciation)
- Distributions made to the Beneficiary
- Administrative expenses allocated to the Sub-Trust
- Current beneficial interest balance

Section 2.2 Initial Capital Allocation

Initial Allocation Amount: Twenty-Five Thousand Dollars (\$25,000)

Allocation Date: November 28, 2025

Allocation Method: Beneficial interest credit on Sub-Trust ledger account

Percentage of Parent Trust (as of allocation date): 0.303% ($\$25,000 \div \$8,251,585$)

IMPORTANT: The initial \$25,000 allocation represents the Sub-Trust's *starting beneficial interest* in the Parent Trust as of November 28, 2025. This amount will increase over time through earnings allocation (as defined in Section 2.4) and may decrease through distributions. The Sub-Trust does not maintain a fixed percentage; rather, its beneficial interest grows or shrinks based on the allocation formulas below.

Section 2.3 Source of Distributions

(a) Payment from Parent Trust Assets

All distributions from this Sub-Trust shall be made directly from the general assets of the Parent Trust. The Corporate Trustee shall select which specific assets (cash, securities, property) to liquidate or transfer to satisfy distribution requests.

(b) No Asset Segregation Requirement

The Corporate Trustee is not required to segregate or earmark specific Parent Trust assets as "belonging" to this Sub-Trust. The Sub-Trust's beneficial interest is a claim on the undivided whole.

Section 2.4 Earnings Allocation Methodology

The Sub-Trust shall participate in Parent Trust earnings according to the following comprehensive allocation formula:

QUARTERLY EARNINGS ALLOCATION FORMULA

Step 1: Calculate Parent Trust Total Earnings

Parent Trust Quarterly Earnings = Operating Income (all entities) + Investment Income (interest, dividends, distributions) + Capital Gains (realized and unrealized) + Royalty Income (music catalog, patent licensing) - Operating Expenses - Administrative Costs - Professional Fees

Step 2: Calculate Sub-Trust Allocation Percentage

Sub-Trust Allocation % = Sub-Trust Beginning Beneficial Interest Balance ÷ Parent Trust Total Assets (beginning of quarter)

Step 3: Calculate Quarterly Earnings Allocation

Sub-Trust Quarterly Earnings Allocation = Parent Trust Quarterly Earnings × Sub-Trust Allocation %

Step 4: Update Sub-Trust Beneficial Interest Balance

New Sub-Trust Balance = Prior Balance + Quarterly Earnings Allocation + Additional Capital Allocations (if any) - Distributions Made During Quarter - Allocated Administrative Expenses

(a) Quarterly Calculation Timing

Earnings allocations shall be calculated and credited to the Sub-Trust ledger account within forty-five (45) days following the end of each calendar quarter (March 31, June 30, September 30, December 31).

(b) Compounding Effect

Earnings allocated to the Sub-Trust become part of the Sub-Trust's beneficial interest balance and participate in future earnings allocations, creating a compounding growth effect (assuming positive Parent Trust performance and limited distributions).

(c) Loss Allocation

In the event the Parent Trust experiences negative earnings in any quarter, the Sub-Trust shall bear its proportionate share of such losses, reducing the Sub-Trust's beneficial interest balance accordingly.

Section 2.5 Illustrative Examples

Example 1: Positive Earnings, No Distributions

Item	Amount
Sub-Trust Beginning Balance (Q1 2026)	\$25,000
Parent Trust Total Assets (beginning Q1)	\$8,251,585
Sub-Trust Allocation %	0.303%
Parent Trust Q1 Earnings	\$165,000
Sub-Trust Q1 Earnings Allocation	\$500 ($\$165,000 \times 0.303\%$)
Distributions Made	\$0
Sub-Trust Ending Balance (Q1 2026)	\$25,500

Example 2: Positive Earnings, With Distribution

Item	Amount
Sub-Trust Beginning Balance (Q2 2026)	\$25,500
Parent Trust Total Assets (beginning Q2)	\$8,500,000
Sub-Trust Allocation %	0.300%
Parent Trust Q2 Earnings	\$200,000
Sub-Trust Q2 Earnings Allocation	\$600 ($\$200,000 \times 0.300\%$)
Distribution for Medical Expenses	(\$2,000)
Sub-Trust Ending Balance (Q2 2026)	\$24,100

Section 2.6 Additional Capital Allocations

(a) Discretionary Increases

The Corporate Trustee may, in its sole discretion, make additional capital allocations to this Sub-Trust at any time. Such allocations shall be recorded on the Sub-Trust ledger and shall participate in future earnings allocations.

(b) Criteria for Additional Allocations

Additional allocations may be considered based on:

- Significant life events or hardship circumstances of the Beneficiary
- Exceptional needs of successor beneficiaries
- Overall growth of Parent Trust assets permitting enhanced family support
- Achievement of Parent Trust performance milestones

(c) No Obligation

Nothing in this Section creates any obligation or expectation of additional allocations. The Corporate Trustee's decision is final and not subject to challenge.

ARTICLE III: BENEFICIARY DESIGNATIONS AND SUCCESSION

Section 3.1 Primary Beneficiary

Name: Arthur Lamon Howell

Relationship: Brother of John Shelton Howell III (Managing Trustee/Settlor)

Date of Birth: November 18, 1980

Address: 1638 Cypress E, Avon, Ohio 44011

Status: Primary Lifetime Beneficiary

Rights: Eligible for HEMS distributions during lifetime as provided in Article IV

Section 3.2 Successor Beneficiary - First Generation

Name: Zion Lamon Howell

Social Security Number: ***-**-5743

Relationship: Son of Arthur Lamon Howell

Date of Birth: July 27, 2010

Current Age: 15 years old (as of January 2026)

Status: Designated Successor Beneficiary

Succession Trigger: Upon death of Arthur Lamon Howell

(a) Rights Upon Succession

Upon the death of Arthur Lamon Howell, Zion Howell shall become the primary beneficiary of this Sub-Trust with the same HEMS distribution rights as provided for Arthur Lamon Howell in Article IV.

(b) Age-Based Distribution Provisions for Zion Lamon Howell

If Zion Lamon Howell is under age 25 at the time of Arthur Lamon Howell's death:

- **Ages 0-17:** Distributions for health, education, maintenance, and support in the sole discretion of the Corporate Trustee. Guardian or parent may request distributions on Zion's behalf.
- **Ages 18-24:** Distributions for HEMS plus educational expenses (tuition, books, living expenses while enrolled full-time). Zion may request distributions directly. Annual distribution limit: \$25,000 unless Corporate Trustee approves higher amount for extraordinary circumstances.
- **Age 25+:** Full HEMS distribution access with no annual limits, consistent with Article IV provisions.

(c) Zion's Marriage and Children

This Sub-Trust shall **not** provide benefits to Zion's spouse or children. However, HEMS distributions to Zion may indirectly benefit his household to the extent Zion uses distributions for family housing, medical care, or living expenses.

Section 3.3 Further Succession - Zion Lamon Howell's Descendants

(a) Per Stirpes Distribution

Upon the death of Zion Lamon Howell, the remaining Sub-Trust beneficial interest shall pass to Zion's descendants, per stirpes, meaning:

- If Zion has children, they share equally
- If any of Zion's children are deceased, that child's share passes to their descendants
- Distribution continues down family lines indefinitely

(b) Multiple Descendants

If this Sub-Trust passes to multiple descendants (e.g., Zion has three children), the Corporate Trustee may:

- **Option 1:** Maintain as a single Sub-Trust for collective benefit of all descendants, with distributions made for any descendant's HEMS needs
- **Option 2:** Divide the Sub-Trust into separate sub-accounts, one for each primary descendant, with each sub-account following the same allocation methodology

The Corporate Trustee shall make this election in writing within ninety (90) days of the succession event.

(c) Age-Based Provisions Apply

The age-based distribution provisions in Section 3.2(b) shall apply to all successor beneficiaries under age 25.

Section 3.4 Termination of Family Line

(a) No Living Descendants

If at any time Arthur Lamon Howell, Zion Lamon Howell, and all descendants of Arthur Lamon Howell are deceased, this Sub-Trust shall terminate.

(b) Reversion to Parent Trust

Upon termination under Section 3.4(a), the remaining beneficial interest of this Sub-Trust shall revert to the Parent Trust and become available for allocation to other family members or charitable purposes as determined by the Corporate Trustee.

(c) Final Accounting

The Corporate Trustee shall prepare a final accounting showing the Sub-Trust's beneficial interest balance as of the termination date and shall provide notice of termination to any interested parties.

ARTICLE IV: DISTRIBUTION STANDARDS AND PROCEDURES

Section 4.1 HEMS Distribution Standard

(a) Ascertainable Standard

Distributions from this Sub-Trust shall be made solely for the health, education, maintenance, and support ("HEMS") of the current Beneficiary, as defined below. This is an ascertainable standard under Internal Revenue Code Section 2041(b)(1)(A) and Section 2514(c)(1).

(b) Definition of "Health"

Health expenses include:

- Medical, dental, and vision care (including insurance premiums)
- Prescription medications and medical devices
- Mental health services and counseling
- Rehabilitation and physical therapy
- Long-term care or assisted living expenses
- Health-related travel or accommodations

(c) Definition of "Education"

Education expenses include:

- Tuition, fees, books, and supplies for accredited institutions
- Vocational training and professional certification programs
- Educational tutoring or special education services
- Room and board while enrolled as a full-time student
- Study abroad programs or educational travel
- Continuing education and professional development

(d) Definition of "Maintenance and Support"

Maintenance and support expenses include:

- Housing costs (rent, mortgage, utilities, repairs, property taxes)
- Food, clothing, and basic necessities
- Transportation (vehicle purchase, maintenance, insurance, public transit)

- Childcare expenses for the Beneficiary's minor children
- Reasonable recreation and entertainment consistent with standard of living
- Insurance (life, disability, liability, renters/homeowners)
- Legal fees for personal matters
- Emergency expenses and unexpected hardships

(e) Supplemental, Not Primary

Distributions are intended to **supplement**, not replace, the Beneficiary's own resources. The Corporate Trustee may consider the Beneficiary's other income and assets when determining distribution amounts, but is not required to exhaust the Beneficiary's personal resources before making distributions.

Section 4.2 Distribution Request Process

(a) Written Request Required

The Beneficiary (or guardian/parent if Beneficiary is a minor) shall submit distribution requests in writing to:

Administrative Trustee

Margaret Howell
The Howell Legacy Group Trust
c/o Howell Holdings LLC
251 Little Falls Drive
Wilmington, DE 19808

(b) Required Information

Distribution requests shall include:

- Beneficiary name and relationship to Sub-Trust
- Requested distribution amount
- Detailed description of HEMS purpose
- Supporting documentation (invoices, bills, estimates, tuition statements)
- Urgency level (routine, urgent, emergency)

(c) Response Timeline

- **Emergency Requests:** Corporate Trustee shall respond within three (3) business days
- **Urgent Requests:** Corporate Trustee shall respond within ten (10) business days
- **Routine Requests:** Corporate Trustee shall respond within thirty (30) days

(d) Payment Methods

Approved distributions may be made by:

- Direct payment to service provider or vendor
- Reimbursement to Beneficiary (with receipts)

- Check or electronic transfer to Beneficiary

The Corporate Trustee shall select the payment method in its sole discretion based on the circumstances.

Section 4.3 Trustee Discretion

(a) Absolute Discretion

All distribution decisions are in the **sole and absolute discretion** of the Corporate Trustee. The Corporate Trustee's determination of whether an expense qualifies under the HEMS standard and whether to approve any requested distribution is final and conclusive.

(b) No Guarantee of Distributions

Nothing in this Sub-Trust Agreement creates any obligation on the Corporate Trustee to make any distribution, even if the request falls within the HEMS standard. The Beneficiary has no right to demand distributions.

(c) Factors Corporate Trustee May Consider

In exercising discretion, the Corporate Trustee may consider:

- Current balance of Sub-Trust beneficial interest
- Frequency and amount of prior distributions
- Beneficiary's other income and assets
- Beneficiary's age, health, and family circumstances
- Need to preserve capital for future beneficiaries
- Overall Parent Trust performance and liquidity
- Tax consequences of distributions

(d) Reasons for Denial

The Corporate Trustee may deny distribution requests for any reason, including but not limited to:

- Request does not qualify under HEMS standard
- Insufficient beneficial interest balance
- Excessive or unreasonable expenses
- Lack of proper documentation
- Concern about misuse of funds
- Need to preserve corpus for future needs

The Corporate Trustee is not required to provide detailed explanations for denials.

Section 4.4 Regular Review and Proactive Distributions

(a) Annual Review

The Corporate Trustee shall conduct an annual review of the Beneficiary's circumstances to identify potential HEMS needs that may not have been formally requested.

(b) Proactive Distributions

The Corporate Trustee may make distributions without a formal request from the Beneficiary if the Trustee becomes aware of HEMS needs, particularly in cases of:

- Medical emergencies
- Beneficiary incapacity or inability to request
- Minor beneficiaries
- Obvious and documented need

ARTICLE V: SPENDTHRIFT AND ASSET PROTECTION PROVISIONS

Section 5.1 Spendthrift Clause

(a) No Anticipation or Assignment

No Beneficiary shall have the power to anticipate, assign, pledge, encumber, or otherwise transfer any interest in this Sub-Trust, whether vested or contingent, prior to actual distribution.

(b) Creditor Protection

No interest of any Beneficiary in this Sub-Trust shall be subject to the claims of the Beneficiary's creditors or to legal process, including attachment, garnishment, execution, or other compulsory procedures. This protection extends to:

- Judgment creditors
- Medical providers
- Credit card companies and other lenders
- Tax authorities (except IRS with proper levy procedures)
- Tort claimants

(c) Exception for Distributed Funds

Once funds are distributed to a Beneficiary, they lose spendthrift protection and become subject to creditor claims like any other personal assets of the Beneficiary.

Section 5.2 Divorce Protection

(a) Separate Property Classification

The Beneficiary's interest in this Sub-Trust shall be treated as the Beneficiary's separate property and shall not be subject to division, assignment, or claim by a spouse in any divorce, separation, or marital property proceeding.

(b) No Spousal Rights Created

No spouse of any Beneficiary shall acquire any rights in this Sub-Trust by reason of the marriage, including but not limited to:

- Community property rights
- Marital property rights
- Elective share or forced heirship rights
- Rights as a putative beneficiary

(c) Distributed Funds Commingling

If a Beneficiary commingles distributed funds with marital assets, the funds may lose their separate property character under applicable state law. Beneficiaries are advised to maintain proper segregation of trust distributions in separate accounts.

Section 5.3 Discretionary Trust Protection

(a) No Mandatory Distributions

Because all distributions are within the Corporate Trustee's sole and absolute discretion, creditors and spouses cannot compel distributions or claim that the Beneficiary has a vested property right subject to attachment.

(b) Corporate Trustee Authority

The Corporate Trustee may refuse to make distributions if doing so would benefit the Beneficiary's creditors or former spouse, thereby preserving the trust assets for the Beneficiary's future HEMS needs.

Section 5.4 Self-Settled Trust Limitations

(a) Not a Self-Settled Trust

Because this Sub-Trust was established by the Settlor (John Shelton Howell III) for the benefit of his brother (Arthur Lamon Howell) and not by the Beneficiary for himself, this is **not** a self-settled trust and therefore Delaware's robust asset protection laws apply without limitation.

(b) Third-Party Trust Protection

As a third-party trust under Delaware law, this Sub-Trust enjoys maximum creditor protection available under 12 Del. C. § 3536, which provides that a Beneficiary's interest in a discretionary trust is not subject to creditor claims.

ARTICLE VI: ADMINISTRATIVE PROVISIONS

Section 6.1 Governing Law and Situs

(a) Delaware Law Governs

This Sub-Trust shall be governed by and construed in accordance with the laws of the State of Delaware, specifically the Delaware Statutory Trust Act, 12 Del. C. § 3801 et seq., without regard to conflicts of law principles.

(b) Delaware Situs

The situs of this Sub-Trust is the State of Delaware. All trust administration, accounting, and legal proceedings shall be conducted under Delaware law and, where applicable, Delaware courts shall have exclusive jurisdiction.

(c) Benefits of Delaware Law

Delaware provides:

- Strong spendthrift and asset protection statutes
- Flexible trust administration rules
- No state income tax on trust income for non-Delaware residents
- Advanced statutory framework for multi-generational trusts
- Favorable case law protecting discretionary trusts

Section 6.2 Integration with Parent Trust

(a) Subordinate Instrument

This Sub-Trust Agreement is a subordinate instrument to the Parent Trust Declaration. In the event of any conflict between this Sub-Trust Agreement and the Parent Trust Declaration, the Parent Trust Declaration shall control.

(b) Incorporation of Parent Trust Provisions

The following provisions of the Parent Trust Declaration are hereby incorporated by reference and shall apply to this Sub-Trust to the extent not inconsistent with this Sub-Trust Agreement:

- Article III: Trustee Powers and Authority
- Article IV: Investment and Management Provisions
- Article VI: Administrative Provisions
- Article VII: Amendment and Termination Provisions
- Article VIII: Indemnification and Limitation of Liability

(c) Corporate Trustee Powers

The Corporate Trustee shall have all powers granted under the Parent Trust Declaration, including but not limited to:

- Investment and reinvestment authority
- Power to retain professional advisors
- Power to allocate receipts and expenses
- Power to settle claims and disputes
- Power to interpret trust provisions

Section 6.3 Amendment and Modification

(a) Trustee Amendment Power

The Corporate Trustee may amend this Sub-Trust Agreement at any time and from time to time, in whole or in part, for any reason, including but not limited to:

- Compliance with changes in tax law
- Clarification of ambiguous provisions
- Enhancement of asset protection
- Correction of errors or omissions
- Adaptation to changed circumstances

(b) Limitations on Amendment

No amendment shall:

- Violate the terms of the Parent Trust Declaration
- Cause adverse tax consequences to the Parent Trust or any beneficiary
- Eliminate the HEMS distribution standard
- Remove spendthrift protections
- Disinherit named beneficiaries without proper legal grounds

(c) Notice of Amendment

The Corporate Trustee shall provide written notice of any amendment to the current adult Beneficiary within thirty (30) days of the amendment's effective date.

(d) Judicial Modification

A court of competent jurisdiction in Delaware may modify this Sub-Trust Agreement pursuant to 12 Del. C. § 3342 or other applicable law upon petition of the Corporate Trustee or any interested party.

Section 6.4 Accounting and Reporting

(a) Quarterly Ledger Updates

The Corporate Trustee shall update the Sub-Trust ledger account on a quarterly basis, reflecting:

- Beginning beneficial interest balance
- Earnings allocation for the quarter
- Distributions made during the quarter
- Administrative expenses allocated to the Sub-Trust
- Ending beneficial interest balance

(b) Annual Statement to Beneficiary

Within ninety (90) days following the end of each calendar year, the Corporate Trustee shall provide the current adult Beneficiary with a written statement showing:

- Sub-Trust beneficial interest balance as of December 31
- Total earnings allocated during the year
- Total distributions made during the year
- Summary of Parent Trust performance

(c) Formal Accounting

The Corporate Trustee shall prepare a formal accounting of the Sub-Trust upon:

- Change of Trustee
- Death of a Beneficiary (succession event)
- Termination of the Sub-Trust
- Request of any adult Beneficiary (no more than once per year)
- Court order

(d) Tax Reporting

The Corporate Trustee shall provide the Beneficiary with Schedule K-1 (or successor form) annually, reflecting the Beneficiary's allocable share of Parent Trust income, deductions, and credits for federal and state income tax reporting purposes.

Section 6.5 Severability

If any provision of this Sub-Trust Agreement is held invalid, illegal, or unenforceable under applicable law, such provision shall be deemed severed from this Agreement, and the remaining provisions shall continue in full force and effect. The Corporate Trustee may amend the Agreement to replace any severed provision with a valid provision that most closely approximates the original intent.

Section 6.6 Construction and Interpretation

(a) Headings

Article and section headings are for convenience only and shall not affect the interpretation of this Agreement.

(b) Gender and Number

Unless the context requires otherwise, words of any gender shall include all genders, and words in the singular shall include the plural and vice versa.

(c) Trustee Interpretation Final

The Corporate Trustee's interpretation of any ambiguous provision of this Agreement shall be final and binding, absent clear error or abuse of discretion.

ARTICLE VII: SPECIAL PROVISIONS

Section 7.1 No Contest Clause

If any Beneficiary, directly or indirectly, contests, challenges, or objects to the validity of this Sub-Trust Agreement or any provision hereof, or attempts to set aside, amend, or modify this Agreement through legal proceedings (other than seeking good faith interpretation from a court), that Beneficiary shall forfeit all benefits under this Sub-Trust, and the Corporate Trustee shall treat that Beneficiary as having predeceased the current distribution date.

Exception: This clause shall not apply to proceedings brought by the Corporate Trustee or to good faith requests for court interpretation or modification under Section 6.3(d).

Section 7.2 Incapacity of Beneficiary

(a) Distributions During Incapacity

If any Beneficiary is incapacitated (as determined by a licensed physician's written certification), the Corporate Trustee may make distributions:

- Directly to the Beneficiary's legal guardian or conservator
- Directly to service providers for the Beneficiary's benefit
- To a custodian for the Beneficiary under the Uniform Transfers to Minors Act
- By setting up a special needs trust for the Beneficiary's benefit

(b) Receipt and Release

The receipt of any person receiving distributions on behalf of an incapacitated Beneficiary shall be a full discharge to the Corporate Trustee.

Section 7.3 Beneficiary Death Before Distribution

If any Beneficiary dies after becoming entitled to a distribution but before receiving it, the distribution shall be paid to the Beneficiary's estate or to the successor beneficiary under this Agreement, as the Corporate Trustee determines appropriate under the circumstances.

Section 7.4 Beneficiary Disclaimer

Any Beneficiary may disclaim all or any portion of their interest in this Sub-Trust by filing a written qualified disclaimer with the Corporate Trustee within nine (9) months of the date the interest became available. A properly executed disclaimer shall cause the disclaimed interest to pass as if the disclaiming Beneficiary had predeceased the event creating the interest.

Section 7.5 Corporate Trustee Compensation

(a) No Separate Trustee Fees

The Corporate Trustee shall not charge separate trustee fees for administration of this Sub-Trust. All administrative costs are consolidated at the Parent Trust level.

(b) Allocated Expenses

The Sub-Trust shall bear its proportionate share of Parent Trust administrative expenses, allocated according to the Sub-Trust's percentage of total Parent Trust beneficial interests.

Section 7.6 Exculpation and Limitation of Liability

(a) Standard of Care

The Corporate Trustee shall not be liable for any loss or depreciation in the value of any trust property, or for any action or inaction, except for losses directly caused by the Trustee's willful misconduct, gross negligence, or bad faith.

(b) Business Judgment Protection

The Corporate Trustee's decisions regarding distributions, investments, and trust administration shall be protected by the business judgment rule and shall not be subject to second-guessing with the benefit of hindsight.

(c) Reliance on Professionals

The Corporate Trustee may rely on the advice of attorneys, accountants, investment advisors, and other professionals, and shall not be liable for actions taken in good faith reliance on such advice.

ARTICLE VIII: DEFINITIONS

The following terms shall have the meanings set forth below when used in this Sub-Trust Agreement:

"Beneficiary" means the person or persons entitled to receive distributions from this Sub-Trust, as designated in Article III.

"Beneficial Interest" means the proportionate claim on the Parent Trust's assets and earnings allocated to this Sub-Trust, as reflected on the ledger account.

"Corporate Trustee" means Howell Holdings LLC, EIN 33-4808481, a Delaware limited liability company serving as trustee of the Parent Trust and this Sub-Trust.

"Descendants" or "Per Stirpes" means distribution by representation, where each branch of a family tree receives an equal share, with the share of any deceased person passing to that person's descendants.

"HEMS" means health, education, maintenance, and support, as defined in Section 4.1.

"Parent Trust" means The Howell Legacy Group Trust, EIN 39-7096147, established August 13, 2025, as a Delaware Statutory Trust.

"Settlor" means John Shelton Howell III, the creator and Managing Trustee of the Parent Trust.

"Sub-Trust" means The Arthur Lamon Howell Family Legacy Sub-Trust established by this Agreement.

EXECUTION

IN WITNESS WHEREOF, the Corporate Trustee has caused this Sub-Trust Agreement to be executed as of the 3rd day of January, 2026, effective as of November 28, 2025.

CORPORATE TRUSTEE:

HOWELL HOLDINGS LLC

(EIN: 33-4808481)



By: John Shelton Howell III

Title: Managing Member

Date: January 3, 2026



By: Margaret Howell

Title: Managing Member

Date: January 3, 2026

ACKNOWLEDGMENT OF BENEFICIARY:

I, Arthur Lamon Howell, acknowledge receipt of a copy of this Sub-Trust Agreement and understand my rights and the terms governing distributions from this Sub-Trust.

Arthur Lamon Howell, Primary Beneficiary

Date: January 3, 2026

The Arthur Lamon Howell Family Legacy Sub-Trust Agreement

Subsidiary Instrument of The Howell Legacy Group Trust (EIN: 39-7096147)

Version 2.0 - Effective November 28, 2025 (as amended January 3, 2026)

This document supersedes all previous versions dated November 28, 2025.

Document Control: HLG-SUBTRUST-ALH-v2.0

Next Review Date: December 31, 2026

SCHEDULE C**COMPLETE ORGANIZATIONAL ENTITY TABLE**

The following table sets forth all entities within The Howell Legacy Group Trust organizational structure as of December 1, 2025:

TIER 1: TRUST LAYER

Entity	Type	State	EIN
The Howell Legacy Group Trust	Delaware Statutory Trust	Delaware	39-7096147

TIER 2: CORPORATE TRUSTEE LAYER

Entity	Type	State	EIN
Howell Holdings LLC	LLC - Corporate Trustee	Delaware	33-4808481

TIER 3: INTERMEDIATE HOLDING COMPANY LAYER

Entity	Type	State	EIN
AITCH Holdings LLC	LLC - Intermediate Holding	Delaware	39-3671183

TIER 4: OPERATIONAL HOLDING AND OPERATING DIVISION LAYER**Operational Holding Company:**

Entity	Type	State	EIN
AITCH Enterprises LLC	LLC - Operational Holding	Delaware	33-4671323

Real Estate Division:

Entity	Type	State	EIN
AITCH Land Group LLC	LLC - Real Estate	Delaware	33-4671323
Welannee Boulevard Family Estate LLC	LLC - Family Estate	Florida	39-3135128
VA Abner Ave Property LLC	LLC - Rental	Delaware	41-2403546

Intellectual Property - Patents Division:

Entity	Type	State	EIN
AITCH Technologies LLC	LLC - Patent Holding	Delaware	39-3671175
AgriFlow Systems LLC	LLC - Patent	Delaware	39-7096147
BioTile Systems LLC	LLC - Patent	Delaware	39-3884356
ClimateVent Systems LLC	LLC - Patent	Delaware	39-3911254
EcoInfuse Systems LLC	LLC - Patent	Delaware	39-3945682
HydroShingle Systems LLC	LLC - Patent	Delaware	39-4190841
SmartBuild Solutions LLC	LLC - Patent	Delaware	39-4443242
SkyRoot Systems LLC	LLC - Patent	Delaware	Pending

THE HOWELL LEGACY GROUP TRUST

TerraGrid Systems LLC	LLC - Patent	Delaware	39-3956152
UrbanRay Systems LLC	LLC - Patent	Delaware	39-4080928
Verdant Appliance Co. LLC	LLC - Patent	Delaware	39-4087964

Intellectual Property - Music Division:

Entity	Type	State	EIN
AITCH IP Holdings LLC	LLC - Music Copyright	Delaware	39-3807943
360 World Music LLC	LLC - Publishing	Delaware	39-3833967
Global Music Group LLC	LLC - Production	Delaware	45-1675784

Investment & Healthcare Division:

Entity	Type	State	EIN
52nd Street Capital Group LLC	LLC - Investment/MSA Manager	Delaware	39-3641584
52nd Street Capital Retirement Trust	Solo 401(k)	Delaware	39-7086289
H&L Venture Group LLC (67% Trust-owned, MSA-managed)	LLC - Healthcare	Virginia	82-3948952

Nevada Entities:

Entity	Type	State	EIN
Nevada Investment Holdings LLC	LLC - Investment	Nevada	39-4511581
Nevada IP Licensing LLC	LLC - IP Licensing	Nevada	39-4543894
Nevada Venture Capital LLC	LLC - Venture Capital	Nevada	39-4590740

AFFILIATED CHARITABLE ORGANIZATIONS (501(c)(3))

Entity	Type	State	EIN
Today's Child Foundation	501(c)(3)	Delaware	39-4043065
Ifoma Foundation	501(c)(3)	Delaware	39-4014358
AITCH Conservation Foundation	501(c)(3)	Delaware	39-3986528

SCHEDULE D**USPTO PATENT PORTFOLIO**

The following table sets forth all USPTO non-provisional patent applications filed by entities within The Howell Legacy Group Trust structure. All applications have been filed and accepted for examination as of November 2025:

USPTO App #	Confirm#	Patent Title	Entity	EIN	Status	Docket#
19/305,413	7275	Passive Irrigation Membrane System	AgriFlow Systems LLC	39-7096147	Docketed New Case - Ready for Examination	AGR-U-001
19/305,544	1736	Biofilter Tile with Embedded Channels	BioTile Systems LLC	39-3884356	Application Undergoing Pre-exam	BT-U-001
19/306,944	6520	Climate-Adaptive Ventilation System	ClimateVent Systems LLC	39-3911254	Application Undergoing Pre-exam	CV-U-001
TBD			EcoInfuse Systems LLC	39-3945682	Pending	
19/311,898	5949	Rainwater-Capturing Roofing Shingle	HydroShingle Systems LLC	39-4190841	Docketed New Case - Ready for Examination 10/03/2025	HS-U-001
19/312,003	6271	Modular Wall Block System	SmartBuild Solutions LLC	39-4443242	Docketed New Case - Ready for Examination 11/20/2025	SB-U-001
TBD		Vertical Root-Zone Air Purifier	SkyRoot Systems LLC	Pending	Pending	
19/306,897	7974	Modular Interlocking Infrastructure Block	TerraGrid Systems LLC	39-3956152	Application Undergoing Pre-exam	TG-U-001
19/311,959	2657	Solar Street Marker System	UrbanRay Systems LLC	39-4080928	Docketed New Case - Ready for Examination 09/25/2025	UR-U-001
19/312,069	7611	Greywater Recycling Dishwasher	Verdant Appliance Co. LLC	39-4087964	Application Undergoing Pre-exam	VA-N417-08

Patent Portfolio Strategy: Tesla open-source licensing model adopted for maximum market penetration and implementation revenue.

Estimated Portfolio Value: \$1,500,000

Commercialization Target: Q1 2026

First Named Inventor: John Shelton Howell III

[END OF TRUST DECLARATION]