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The Brian Carr Education and Research Charitable Trust.

Declaration of Trust made as of the seventh day of August, 2004, by Brian Carr of Vancouver, WA as Custodian and David Carr of Albany, NY as Trustee who hereby declare and agree that we have received this day from Bertha Carr of Denton, TX, as Donor, the sum of Ten Dollars (\$10) and that we will hold and manage the same, and any additions to it, in trust, as follows:

1. This trust shall be called "The Brian Carr Education and Research Charitable Trust."
2. The purpose of this Fund is to fund education and research once sufficient investments are available..
3. The Custodian may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Declaration of Trust; but no gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal in violation of the other terms of this trust or to any person or organization other than a "charitable organization" or for other than "charitable purposes" within the meaning of such terms as defined in Article Four (4) of this Declaration of Trust, or as shall in the opinion of the Custodian, jeopardize the federal income tax exemption of this trust pursuant to section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code or other national or state tax code which are applicable to this trust.
4. Expenditures
  - A. The principal and income of all property received and accepted by the Custodian to be administered under this Declaration of Trust shall be held in trust by him/her.
  - B. Each year, this trust fund will distribute 0.1% of its gross value at the end of the previous year to educational scholarships, accredited educational institutions, and/or research grants, but no distribution need be made if the total amount to be distributed that year is less than One Hundred Dollars (\$100). All of these distributions must meet the requirements to maintain the federal income tax exemption of this trust pursuant to section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code or other national or state tax code which are applicable to this trust.
  - C. Each year the Trust will transfer 0.1% of its gross value at the end of the previous year to the Custodian of the Trust Fund and Foundation in remuneration for managing the trust, but no distribution need be made if the total amount to be distributed that year is less than One Hundred Dollars (\$100) and no distribution will be made if the total amount to be distributed is less than Ten Dollars (\$10).

D. The percentage of the trust which is distributed as charitable contributions will increase as the value of the trust increases. The annual charitable contributions will increase on a national basis by 0.1% of the gross value of the investments in each nation at the end of any given year when this national gross value exceeds 1% of the gross national product for that nation in the completed year. Further, an additional annual national 0.1% distribution will be made for each 0.1% these national gross investment values exceed 1% of the applicable gross national product. For example, if the Trust's investments in Canada at the end of a year just exceeded 1% of the Canadian Gross national Product for that year, then the Trust's distribution would be 0.2% of the Canadian investments. If it exceeded 1.1% of the Canadian Gross National Product, then the distribution would be 0.3% and so on. The investments of the trust fund should be as diverse as reasonable amongst the different nations where its tax exempt charitable status can be maintained. The foundation should endeavor to make charitable contributions in each nation where it has significant investments.

5. Custodian:

A. In the event that the current Custodian shall resign, die, or otherwise be unable to perform the duties of Custodian, the opportunity to become Custodian of the Trust Fund will be offered to the current trustees in the order they became trustees, then previous trustees in the order of most recent service as trustee. If no current or previous trustees accept the position, then, if any previous trustees have died, the position will be offered to the heirs of the previous trustees. If no heir accepts the position, then it may be offered to their heirs who can be identified and so on.

B. If no trustee or heir accepts the position of Custodian, the position of Custodian will be offered to Rensselaer Polytechnic Institute of Troy, NY, and Massachusetts Institute of Technology of Cambridge Massachusetts in that order.

C. In the event that no entity accepts the position of Custodian, the funds are to be distributed equally between Rensselaer Polytechnic Institute and Massachusetts Institute of Technology as long as those institutions still qualify for tax exempt and charitable distributions.

D. The Custodian can appoint new trustees as deemed appropriate while ensuring that there is at least one trustee at all times. Further, the Custodian will maintain a list of all previous trustees and their heirs (if known). The Custodian can also at anytime add to the list of educational institutions which could become Custodian if no trustee or heir accepts the position of Custodian and the list of educational institutions which would receive distributions if no Custodian can be identified. The Custodian will maintain these two lists of educational institutions and can add to the list but never delete entries.

6. Trustees will periodically review the investments and distributions made by the Custodian (and the Custodian must make appropriate records available to the

Trustees). If the Custodian is found by a court of law to have been negligent in performing the duties of Custodian or of making investments or distributions which are a conflict of interest (being of benefit to the Custodian or his/her family or friends, for example) beyond the remuneration already specified above, then the Custodian will be removed and another Custodian selected as above except that the court may eliminate certain trustees and educational institutions appointed/added by the removed Custodian if those trustees or institutions would be expected to further the conflict of interest.

7. No part of the principal or net earnings of this trust shall inure or be payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of this trust shall be the carrying on of propaganda, or otherwise attempting, to influence legislation. No part of the activities of this trust shall be the participation in or intervention in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.
8. The trust shall continue until no Custodian can be identified at which time it will be terminated. In that case all of the principal and income will be distributed equally amongst the educational institutions on the list maintained by the last Custodian. On such termination, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or other national or state tax code which are applicable to this trust
9. The donor authorizes and empowers the Custodian to form and organize a nonprofit corporation limited to the uses and purposes provided for in this Declaration of Trust, such corporation to be organized under the laws of any state or under the laws of the United States or another nation with equivalent tax exempt charitable organizations as may be determined by the Custodian; such corporation when organized to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this trust. Upon the creation and organization of such corporation, the Custodian is authorized and empowered to convey, transfer, and deliver to such corporation all the property and assets to which this trust may be or become entitled. The charter, bylaws, and other provisions for the organization and management of such corporation and its affairs and property shall be such as the Custodian shall determine, consistent with the provisions of this declaration.
10. This Declaration of Trust may be amended by written instrument or instruments signed and sealed by the Custodian and trustees, and acknowledged by all of the trustees as necessary to comply with the current applicable tax codes to maintain its tax exempt charitable status. However, those changes will only apply as long as necessary to comply with the current tax code and will be automatically rescinded when the requirement for their existence ceases. All instruments amending this Declaration of Trust shall be noted upon or kept attached to the executed original of this Declaration of Trust held by the Custodian.
11. The Custodian and any trustee under this Declaration of Trust may, by written

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instrument, signed and acknowledged, resign his office. Appointments shall be made by the Custodian, trustee, or trustees for the time in office by written instruments signed and acknowledged. Any succeeding or additional Custodian shall, upon his or her acceptance of the office by written instrument signed and acknowledged, have the title to the trust estate as if originally appointed.

12. Neither the Custodian or any of the trustees shall be required to furnish any bond or surety. None of them shall be responsible or liable for any acts or omissions of any other of the trustees or of any predecessor or of a Custodian, agent, depository or counsel selected with reasonable care.

13. In extension and not in limitation of the common law and statutory powers of Custodian and other powers granted in this Declaration of Trust, the Custodian shall have the following discretionary powers.

A. To invest and reinvest the principal and income of the trust in such property, real, personal, or mixed, and in such manner as they shall deem proper, and from time to time to change investments as they deem advisable; to invest in or retain any stocks, shares, bonds, notes, obligations, or personal or real property (including without limitation any interests in or obligations of any corporation, association, business trust, investment trust, common trust fund, or investment company) although some or all of the property so acquired or retained is of a kind or size which but for this express authority would not be considered proper and although all of the trust funds are invested in the securities of one company. No principal or income, however, shall be loaned, directly or indirectly, to the Custodian or any trustee or anyone else, corporate or otherwise, who has at any time made a contribution to this trust, nor to anyone except on the basis of an adequate interest charge and with adequate security.

B. To sell, lease, or exchange any personal, mixed, or real property, at public auction or by private contract, for such consideration and on do such terms as to credit or otherwise, and to make such contracts and enter into such undertakings relating to the trust property, as they consider advisable, whether or not such leases or contracts may extend beyond the duration of the trust

C. To borrow money for such periods, at such rates of interest, and upon such terms as the Custodian consider advisable, and as security for such loans to mortgage or pledge any real or personal property with or without power of sale; to acquire or hold any real or personal property, subject to any mortgage or pledge on or of property acquired or held by this trust

D. To execute and deliver deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, promissory notes, releases, and other instruments, sealed or unsealed, incident to any transaction in which they engage.

E. To vote, to give proxies, to participate in the reorganization, merger or consolidation of any concern, or in the sale, lease, disposition, or distribution of its assets; to join

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with other security holders in acting through a committee, depository, voting trustees, or otherwise, and in this connection to delegate authority to such committee, depository, or trustees and to deposit securities with them or transfer securities to them; to pay assessments levied on securities or to exercise subscription rights in respect of securities.

F. To employ a bank or trust company as custodian of any funds or securities and to delegate to it such powers as they deem appropriate; to hold trust property without indication of fiduciary capacity but only in the name of a registered nominee, provided the trust property is at all times identified as such on the books of the trust; to keep any or all of the trust property or funds in any place or places in the United States of America or other nations where the tax exempt charitable status of the trust is applicable; to employ clerks, accountants, investment counsel, investment agents, and any special services, and to pay the reasonable compensation and expenses of all such services in addition to the compensation of the Custodian.

14. The Custodian's powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the charitable purposes of this trust as specified in Article Four (4) and not otherwise.
15. In this Declaration of Trust and in any amendment to it, references to the Custodian shall mean the current Custodian, whether original or successor, for the time being in office. References to "trustees" mean the one or more trustees, whether original or successor, for the time being in office.
16. Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the trustees, and of any of the notations on it and writings attached to it, as fully as he might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be a Custodian under this Declaration of Trust. No one dealing with the Custodian need inquire concerning the validity of anything the Custodian purports to do. No one dealing with the Custodian need see to the application of anything paid or transferred to or upon the order of the Custodian of the trust.
17. This Declaration of Trust is to be governed in all respects by the laws of the State of Washington in the United States of America until amended by the Custodian to another state and/or nation. The Custodian can amend the location of the trust and the governing laws as long as the tax exempt charitable status of the trust is maintained and the education and research goals are abided by.

Trustee

*David M. Carr*

David M. Carr

Custodian

*Brian P. Carr*

Brian P. Carr