

**BLIND TRUST AGREEMENT OF
JAMES C. JUSTICE, II**

THIS BLIND TRUST AGREEMENT (“Agreement”), made and entered into this 31 day of March, 2017, by and between **James C. Justice, II** (hereinafter called an "Interested Party"), whose address is 208 Dwyer Lane, Lewisburg, WV 24901, **Cathy L. Justice**, whose address is 208 Dwyer Lane, Lewisburg, WV 24901 (hereinafter called an “Interested Party”, and collectively the Interested Parties are referred to herein as “Interested Party” and references herein to Interested Party refers to both unless otherwise indicated), and **Howard Burnette**, whose address is 19825 North Cove Road, Cornelius, NC 28031 (hereinafter called the “Trustee”);

WHEREAS, James C. Justice, II has been elected as the 36th Governor of the State of West Virginia; and

WHEREAS, Cathy L. Justice is the spouse of James C. Justice, II; and

WHEREAS, it is the desire of the Interested Party to avoid any conflict of interest, or appearance of any conflict of interest, as between the duties and powers of that office and his personal financial affairs as to certain of the assets of the Interested Party; and

WHEREAS, the mechanism which the Interested Party has chosen to avoid such conflict, or the appearance of such conflict, is to place certain of his earning assets in a separate blind trust, the Trustee of which shall be empowered to exercise the exclusive right of management and control over such assets, including decisions as to whether, when, and to what extent the transferred assets are to be sold or disposed of, and in what investments the proceeds of such transactions are to be reinvested, all the while withholding from the Interested Party all knowledge of what assets the Trustee may from time to time elect to own and hold in the Trust Estate (as defined herein),

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Interested Party assigns, conveys, transfers, and delivers to the Trustee, effective at such time as the Interested Party executes the same, the assets listed in Schedule A,

TO HAVE AND TO HOLD the same and any other property which the Trustee may hereafter hold or acquire hereunder (herein referred to collectively as the "Trust Estate"),

IN TRUST, NEVERTHELESS, for the following uses and purposes and subject to the terms and conditions hereinafter set forth:

FIRST: The Trustee shall hold, manage, invest, reinvest, sell or otherwise dispose of the Trust Estate in the Trustee's absolute discretion and subject to the terms of this Agreement; and in the exercise of such discretion, it is the intention of the Interested Party that the assets listed in Schedule A be free of any restriction as to their transfer, encumbrance or sale subject to liens.

SECOND: Subject to such amounts as the Trustee may from time to time reserve for the payment of such taxes as may be due and payable by the trust or the Interested Party, and after the payment of expenses and compensation as provided for in this Agreement, the Trustee shall during the term of this Agreement pay to the Interested Party the net income of the Trust Estate, in convenient installments not less frequently than quarterly, and such additional amounts (including distributions in-kind, if any) from the principal of the Trust Estate as the Interested Party may from time to time direct in writing (subject to the provisions of Article TENTH herein as to disposition of any of the assets transferred by the Interested Party into the Trust Estate).

THIRD: The Interested Party shall receive no reports on the holdings and sources of income of the Trust Estate, except a report at the end of each calendar quarter with respect to the total cash value and fair market value of the Trust Estate (except non-public securities shall be valued at book value) or the net income or loss of the Trust Estate, or to enable the Interested Party to make quarterly estimated state and federal tax deposits, or as necessitated as a result of the Interested Party's guarantee of any loan to any company or entity that may be a

part of the Trust Estate hereunder, or any reports necessary or otherwise required by state or federal law to enable the Interested Party to file a complete and accurate individual tax return as required by law, but such reports shall not identify any particular assets or holdings except as otherwise required to comply with applicable state or federal law. The provisions of West Virginia Code §44D-8-813 shall not apply to this trust and this section shall govern reporting to the Interested Party by the Trustee.

FOURTH: The Interested Party shall make no effort to obtain information with respect to the holdings and the sources of income of the Trust Estate. This prohibition shall extend to any effort to obtain a copy of any trust tax return except such information as set forth in Articles THIRD and EIGHTH herein.

FIFTH: No Trustee shall consult or notify the Interested Party in the exercise of the authority and discretion delegated herein except as otherwise provided herein.

SIXTH: In addition to the directions herein given to the Trustee to withhold from the Interested Party all knowledge of what assets the Trustee may from time to time elect to own and hold in the Trust Estate, the Interested Party during the term of this Agreement agrees not to make any inquiry of the Trustee which would elicit from the Trustee information as to whether the Trust Estate holds any equity or debt securities of any particular incorporated or unincorporated entity doing business in West Virginia.

SEVENTH: The Trust Estate shall not contain any asset the holding of which by the Interested Party is prohibited by any law or regulation.

EIGHTH: The trust is not required to file a tax return under federal tax law other than an informational return without any financial details. Trust tax informational reports shall be annually prepared by the Trustee or the Trustee's designee, and such reports and information shall summarize and describe trust activity in a manner necessary for the Interested Party to complete and accurately comply with all his applicable tax reporting requirements under federal and state law to complete the Interested Party's state and federal tax returns, consistent with Article THIRD herein. Such tax informational reports shall be provided to the Interested Party by the

Trustee or Trustee's designee on a timely basis to enable him to discharge his annual state and federal tax filings, but shall not be disclosed publicly.

NINTH: Except for communications which consist solely of requests for distributions of cash or other unspecified assets of the trust (and the reports as set out in Articles THIRD and EIGHTH), there shall be no direct or indirect communication between any Trustee and the Interested Party with respect to the trust unless such communication is in writing and unless it relates only: (a) to informing a Trustee of the general financial interest and needs of the Interested Party (including, but not limited to, an interest in maximizing income or long-term capital gain); (b) to notifying a Trustee of any law or regulation subsequently applicable to the Interested Party which prohibits the Interested Party from holding any assets, which notification directs that the assets not be held in the Trust Estate; or (c) to directing a Trustee to sell all of an asset initially placed in the trust by the Interested Party, which in the determination of the Interested Party creates a conflict of interest or the appearance thereof due to the subsequent assumption of duties by the Interested Party.

TENTH: The Trustee shall promptly notify the Interested Party and the West Virginia Ethics Commission when the Trustee disposes of the holdings of any particular asset transferred to the Trust Estate by the Interested Party, except for assets under management by the Investment Advisor, as set forth in Article THIRTEENTH.

ELEVENTH: In addition to, and not by way of limitation of, the rights, duties, and powers conferred by law upon trustees, the Trustee shall have the following powers with respect to the Trust Estate:

(A) To hold and retain and continue to hold for so long a period as the Trustee may deem advisable or to sell, lease, mortgage, pledge, encumber, transfer, exchange or otherwise dispose of, or grant options or with respect to, any and all property (or any interest or estate therein) hereby assigned and transferred to the Trustee, or which may form at any time a part of the Trust Estate, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credits and conditions as the Trustee may deem advisable, and the Trustee

shall not be held liable for any business decision it makes that results in the dilution of ownership of the Interested Party in any asset of the Trust Estate as the result of the issuance of stock or units in limited liability companies held by the Trustee, if such dilution is approximately in accordance with past business practices of any such closely held business interest held in the Trust Estate and undertaken in good faith in the judgment of the Trustee. The Trustee shall be under no duty to sell or otherwise dispose of any particular investment or type of investment merely because it is unproductive or may not be of the character permissible for investments by fiduciaries under rules of prudence applied to trustees and may be deemed to be speculative because of the amount or value of such investment or type of investment in relation to the total value of the Trust Estate. The Trustee shall not be liable for any loss which may result from the retention of any security listed on Schedule A which is not regularly traded on a national securities market and which is not otherwise readily marketable, unless such loss shall result from the gross negligence or willful misconduct of the Trustee.

(B) To cause any security which may from time to time comprise the Trust Estate or any part thereof to be registered in its name as Trustee hereunder, or in the name of a nominee or nominees without disclosure of this trust and with or without a power of attorney for its transfer attached, or to take and keep the same unregistered and to retain it in such condition that it will pass by delivery; to represent and exercise all powers incident to ownership in respect of, and to vote or refrain from voting, any stock or security in any corporation, joint stock company, or other similar organization whatsoever at any time held by the Trustee hereunder and, without limiting the generality of the foregoing, the Trustee shall have the right, authority, and power to attend any and all corporate meetings and to act upon any and all questions that may come before any such meeting; to grant proxies (which may be general or special, and discretionary, and with power of substitution) to authorize others to vote any such stock or security in any and all such meetings; and to grant consents, execute waivers, and take any other action on behalf of the Trustee which the Trustee itself could take with respect to any stock or security held by it; to exercise or dispose of or waive or abandon subscription, conversion, and other rights and options accruing with respect to any stock or other security held in the Trust Estate; to become a party to any voting-trust agreement respecting any stock or other security comprising a part of the Trust Estate; to consent to mergers,

consolidations, reorganizations, and readjustments of capital structures of companies or other organizations issuing stock or other securities held in the Trust Estate and to join in any reorganization or protective plan; to deposit securities pursuant to any plan agreed upon; to serve as a member of any stockholders' or bondholders' protective or other committee; to delegate discretionary powers to any such committee; to become associated with others or to act alone in taking any action considered necessary or advisable by the Trustee for the protection of any stock or other security or property held in trust; in connection with anything done pursuant to this paragraph, to pay money and incur obligations; to execute and deliver any and all assignments and other instruments which the Trustee may deem it necessary, desirable, or expedient to execute and deliver in connection with the ownership or disposition of any security or investment held in the Trust Estate; and generally to have and exercise in dealings with third parties with respect to securities, investments, and property held in the trust estate all rights and privileges of an absolute owner.

(C) To invest and reinvest the Trust Estate in any and all such common or preferred stocks, bonds, notes or other securities, or any variety of real or personal property, including any business venture (incorporated or unincorporated) that is part of the Trust Estate, and interests in entities formed principally for the commingling of assets for investment, such as common trust funds, investment companies, investment trusts and partnerships (participating therein as a general or limited partner), as the Trustee may deem advisable, whether or not such investments be of the character permissible for trust investments under the present or any future laws applicable thereto and may be deemed to be speculative, and whether such investments be secured or unsecured, or shall constitute all or the greater part of the assets of the Trust Estate, and whether or not the investment in the stock, bonds or notes of any one corporation or association shall constitute all or the greater part of the issued and outstanding stock, bonds or notes, of such corporation or association. The Trustee, in determining whether to retain, acquire or dispose of any kind of investment, may take into consideration its desirability not only from the point of view of its income yield but also from the point of view of the preservation of the original or the current value of the principal of the Trust Estate and also from the point of view of the prospective increase of such value.

(D) To borrow money from any lender upon such terms and conditions as the Trustee shall approve, for any purpose connected with the protection, preservation or improvement of the Trust Estate whenever in the Trustee's judgment such course shall be advisable.

(E) At any time and from time to time, to make and renew loans to any corporation or other entity in which the trust may have any interest of any kind whatsoever, in such amount or amounts and upon such terms and conditions and for such periods and either with or without security as the Trustee may determine; to pay, purchase or assume the bonds, notes or other obligations of any such corporation or entity.

(F) To appoint, employ and remove, at any time and from time to time, all such attorneys, investment counselors, expert advisers, agents, clerks and employees, as the Trustee may deem advisable, and, in the Trustee's discretion, to fix and pay their compensation from the funds of the trust.

(G) To sign, seal, acknowledge and deliver any and all instruments in writing which the Trustee may deem appropriate or advisable to carry out any of the foregoing powers, and, generally, to deal with the Trust Estate as, in the judgment of the Trustee, the best business interests of the trust may require. Any obligations incurred by any such instrument in writing signed by the Trustee shall be discharged only out of the assets of the trust and shall not create any personal liability on the part of the Trustee. No party to any such instrument in writing signed by the Trustee shall be obliged to inquire into the validity, expediency or propriety of any obligation incurred by such instrument on behalf of the trust, nor shall any such party be bound to see to the application by the Trustee of any money or other property paid or delivered to the Trustee by such party pursuant to the terms of any such instrument.

(H) To determine what is income and what is principal and to charge or credit expenses, gains, losses, premiums, discounts, waste, and appreciation or depreciation in value to principal or income, or partly to each, as it may deem just, notwithstanding the foregoing, however, all liquidating dividends, rights to subscribe to stock, extraordinary cash dividends (other

than liquidating dividends), dividends in stock of a corporation other than the corporation declaring the same, and all profits and gains from sales, exchanges, and other disposition of trust property shall be principal. Dividends payable in stock of the corporation declaring the same shall be principal except that any such dividend paid in lieu of periodic cash dividends shall be income.

(I) To employ and compensate, out of the principal, or income, or both, as the Trustee shall seem proper, agents, attorneys-in-fact, accountants, brokers, investment counsel, attorneys-at-law, appraisers, custodians of trust property, and other specialists, advisors, and assistants whose services are deemed by the Trustee to be desirable for the proper administration of the trust, and to do so without liability for any neglect, omission, misconduct, or default of any such person provided he shall have been selected and retained with reasonable care.

(J) Generally, and in addition to and in amplification of all the particular powers elsewhere herein conferred upon the Trustee, to do all such things for the preservation and about the management of the Trust Estate as the Trustee may think are necessary, desirable, or expedient, and to exercise with respect to the Trust Estate all powers of an absolute legal and beneficial owner thereof, save only that they may not apply any of the Trust Estate to the Trustees's use or benefit (but this provision shall not be construed to prevent the retention by or payment to the Trustee of agreed or reasonable compensation for services as the Trustee or of interest at a reasonable rate upon monies advanced or loaned by the Trustee). Except as otherwise specifically prohibited, the Trustee may do all things under this Agreement without prior notice to any person and without the authority or approval of any court. Wherever in any provision of this instrument conferring power or authority upon the Trustee "and" or "or" is used in any series of words, phrases, or clauses, it shall be construed as both conjunctive and disjunctive, the context permitting. All powers of the Trustee shall be continuing ones, none shall be exhausted by the exercise or repeated exercises thereof, and a power once exercised may be exercised in a different way and with a different or inconsistent result upon any subsequent exercise thereof.

The Trustee is authorized to buy, hold and(or) sell stocks and(or) securities which are issued and outstanding stocks and(or) securities of the Trustee (if the Trustee is a

corporation) as trust investments without restriction and shall nowise be liable for any depreciation or loss with respect to the purchase, sale or retention of such stocks and(or) securities.

(K) The Trustee may retain in the same form any property which comes into its hands regardless of the character of such property and of whether it is or shall be authorized by law for investment by trustees and of whether it represents or will represent all or a disproportionately large part of the Trust Estate.

If there shall come into the Trustee's hands as part of the Trust Estate any unincorporated business enterprise or a share in any non-publicly traded business enterprise, whether incorporated or not, the Trustee may, in his discretion, continue to operate or to participate in the operation of such business enterprise in unincorporated form, incorporate or participate in the incorporation of such business enterprise and thereafter operate or participate in the operation of such business enterprise in corporate form, cause such business enterprise to be sold or liquidated, and(or) in any case, invest additional assets of the Trust Estate in such business enterprise. In operating, selling, liquidating, or investing additional assets of the Trust Estate in a business enterprise pursuant to the provisions of this paragraph, the Trustee shall not be obliged to comply with the West Virginia Statutes or any other statute or rule of law dealing with the operation, sale, liquidation, or investment of funds in business enterprises by a fiduciary, and shall not incur any liability for loss, waste, damage, or diminution in value, provided the Trustee exercises good faith and reasonable prudence.

The Trustee may retain any interest in the assets of the Trust Estate transferred by the Interested Party to the Trust Estate and the Trustee shall not be under any duty to sell all or any part of such interest for reasons of diversification, or to make said interest productive, or for any other reason, even if violative of any fiduciary principle or the West Virginia Prudent Investor Act; provided, however, that nothing herein is intended to prohibit the Trustee from disposing of any of its holdings as the Trustee may decide that is in the best interests of the Trust Estate to sell at fair market value (or agree to a merger, consolidation, exchange or other transaction at market value), but this provision is intended to provide that the Trustee shall not be forced to so sell some or all of the Trust Estate assets, because of applicable fiduciary principles

(and state law provisions) to make trust property productive or for purposes of trust investment diversification.

(L) The powers granted to the Trustee in and by this Article or in and by any other Article in this Agreement may be exercised in whole or in part and from time to time, and shall be deemed to be supplemental and not exclusive, it being the intention of the Interested Party that the Trustee shall have all of the general powers of trustees appropriate to the particular circumstances, all of the special powers herein expressly granted, and all powers incidental to, reasonably to be implied from or necessary to the proper exercise of, the special powers herein enumerated.

TWELFTH: The Trustee shall be entitled to such compensation for services incurred from acting hereunder as shall from time to time be agreed upon in writing between the Trustee and the Interested Party.

THIRTEENTH: The Trustee shall be obligated to exercise good faith and reasonable prudence in the conduct of the trust, but shall not be liable on account of the exercise of any discretion or power hereunder nor on account of any mistake or error of judgment nor otherwise in connection with the trust, except for its own willful misconduct. The Trustee may contract in such manner that it shall be expressly exempted from any individual or personal liability and so that any liability with respect to such contract shall be limited to recourse against the Trust Estate. The Trustee may take any action or refrain from acting in reliance upon the advice of counsel without incurring any liability whatsoever on account of such action or inaction provided that it selects counsel with reasonable care, but it shall not be required to procure such advice in order to be entitled to the benefit of any exculpatory provision in this Agreement. The Trustee may rely upon any affidavit, certificate, letter, telegram, or other paper, or upon any other written or oral notice or statement believed by it to be genuine, or upon any other evidence believed by it to be sufficient. So relying, it shall be protected and saved harmless in making payments or distributions and taking other action or refraining from action, if its action or inaction be in good faith and without actual knowledge of any changed or different fact, including the changed condition or status of any person to whom it shall make any payment or distribution. Notwithstanding the foregoing, it is the

intent of the Interested Party to relieve the Trustee for liability for breach of trust to the fullest extent permitted under West Virginia law, including, without limitation, W.Va. Code §44D-10-1008 or any amendments thereto. No successor Trustee shall have any duty to inquire into the administration of the trust by any predecessor nor any liability with respect to such administration or any failure of any predecessor fully to account.

FOURTEENTH: No Trustee shall be required to furnish bond or other security, or to obtain the approval of any court before applying, distributing, selling or otherwise dealing with property in the Trust Estate.

FIFTEENTH: The Trustee will be reimbursed from the trust for all reasonable expenses incurred in performing the duties of the Trustee hereunder, including the cost of any bond or liability insurance procured by the Trustee to protect a Trustee while acting as such hereunder.

SIXTEENTH: The Trustee shall in writing deliver to the Interested Party within five (5) days of the time of receipt of the assets listed in Schedule A attached hereto an acknowledgment of receipt of the assets so listed. Additional assets may be contributed to the trust by the Interested Party at any time, with appropriate notice given of such additions to the West Virginia Ethics Commission and in compliance with this Article.

SEVENTEEN: All such powers as are herein delegated to the Trustee shall be exercised only in a fiduciary capacity for the benefit of the Interested Party.

EIGHTEENTH: The Trustee (and any substitute or successor) shall have the right, by a duly acknowledged instrument delivered to the Interested Party, to resign as Trustee, in which event the Interested Party shall designate and appoint a substitute or successor Trustee who shall have all of the rights, powers, discretions, and duties conferred or imposed hereunder upon the original Trustee. A Trustee may be an individual or entity authorized under West Virginia law to provide trust services. The Interested Party reserves the right to substitute at any time a new Trustee for the Trustee named herein or any successor thereto, as the result of death, resignation or the incapacity of a Trustee (such incapacity as determined in a writing as the medical opinion of a

licensed physician who has examined such Trustee), such substitution subject to approval by the West Virginia Ethics Commission. Such substitution shall be effective on the date specified in writing addressed by the Interested Party to the Trustee resigning or being substituted for under this Agreement and to the person or entity to be substituted for such Trustee and after the requisite approval of the West Virginia Ethics Commission.

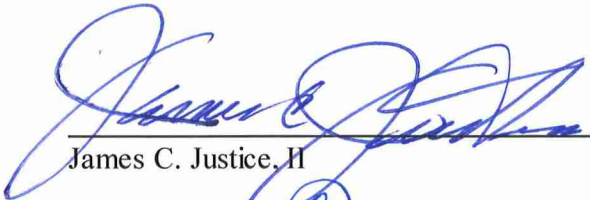
NINETEENTH: The term "Interested Party" as used herein shall not include the children of the Interested Party who may have a beneficial interest in the assets listed in Schedule A attached hereto.

TWENTIETH: This Agreement shall terminate upon the first to occur of the following: (a) James C. Justice, II ceasing for any reason to serve as the Governor of the State of West Virginia, unless otherwise directed in writing or (b) the receipt by the Trustee of a written direction from the Interested Party that the Agreement be terminated, or (c) the death of James C. Justice, II.

Upon termination, for events other than the death of James C. Justice, II, the assets constituting the Trust Estate shall be retitled in the name of James C. Justice, II (or as he designates) and distributed to him (or as he otherwise directs) within a reasonable time following the termination of the trust. If the trust terminates as a result of the death of James C. Justice, II, then the Trustee shall distribute the assets constituting the Trust Estate to the duly qualified personal representative of the Estate of James C. Justice, II, within a reasonable time following the death of James C. Justice, II.

TWENTY-FIRST: As provided by West Virginia Code §6B-2-8(c), the Trustee hereunder, by accepting the trusteeship of this trust, affirms that the Trustee is (a) either an attorney or certified public accountant, or both; (b) independent of and unassociated with the Interested Party so that the Trustee cannot be controlled or influenced in the administration of the Trust by the Interested Party; and (c) not related to the Interested Party.

TWENTY-SECOND: This Agreement shall be construed and administered, and the validity of the trust hereby created shall be determined, in accordance with the laws of the State of West Virginia.


James C. Justice, II


Cathy L. Justice

Howard Burnette, Trustee

TWENTY-SECOND: This Agreement shall be construed and administered, and the validity of the trust hereby created shall be determined, in accordance with the laws of the State of West Virginia.

James C. Justice, II

Cathy L. Justice



Howard Burnette, Trustee

Schedule A

1. All of the Interested Party's interest in **Justice Holdings LLC**, a West Virginia limited liability company, representing a 51% interest.
 - a. **Wintergreen Partners, Inc.**, a Virginia corporation, which is 100% owned by Justice Holdings, LLC.
 - i. **Wintergreen Hospitality Partners, LLC**, a Virginia limited liability company, which is 100% owned by Wintergreen Partners, Inc.
 - ii. **Wintergreen Resort Premier Properties, LLC**, a Virginia limited liability company, which is 51% owned by Wintergreen Partners, Inc.
 - b. **Glade Springs Real Estate Company L.L.C.**, a West Virginia limited liability company, which is 99% owned by Justice Holdings, LLC.
2. All of the Interested Party's interest in **Glade Acquisitions, LLC**, a West Virginia limited liability company, representing a 47.175% interest.
 - a. **GSR, LLC**, a West Virginia limited liability company, which is 100% owned by Glade Acquisitions, LLC.