

**CYNTHIA M. LUMMIS
TRUST AGREEMENT**

THIS TRUST AGREEMENT is made and entered into this 8th day of December 2022, between Cynthia Marie Lummis, whose home address is [REDACTED] hereinafter called the "Grantor", and Two Ocean Trust LLC, a Wyoming trust company, whose business address is 115 W. Snow King Avenue, Jackson, WY 83001, hereinafter called the "Trustee."

WITNESSETH

GRANTOR is a United States Senator for the State of Wyoming. To avoid any conflict of interest, or appearance of any such conflict, which may arise from her duties and powers in such office and any other office to which she may subsequently be appointed to the extent provided for by § 102(f)(4)(A) of the Ethics in Government Act of 1978 (Pub. L. No. 95-521, as amended) (hereinafter the "Act"), Grantor hereby creates a trust to be administered in accordance with the requirements of the Act (herein after the "Trust"), which shall become effective on the date this Trust Agreement bears.

The Trustee is an eligible person, as specified in § 102(f)(3)(A) of the Act, who meets the requirements of such section.

Grantor, therefore, hereby delivers to the Trustee, and the Trustee hereby acknowledges receipt of, the property listed in the annexed Schedule A, subject to the provisions of this Trust, the Act, and other applicable Federal laws.

The primary purpose of this Trust is to entrust to the Trustee decisions as to when and to what extent the original assets of the Trust are to be sold or disposed of and in what investments the proceeds of sale are to be reinvested, without any participation in, or knowledge of, such

control the assets of this Trust, shall not consult or notify any interested party.

THIRD:

- (A) Each asset listed in the annexed Schedule A is free of any restriction with respect to its transfer or sale, except as fully described in such Schedule A, and none of the assets listed are prohibited by any law or regulation.
- (B) During the Trust Term, the interested parties shall not pledge, mortgage, or otherwise encumber their interests in the property held in trust hereunder.

FOURTH:

The Trustee shall not knowingly or negligently disclose to the public or to any interested party any information as to the acquisition, retention, or disposition of any particular securities or other Trust property; except that, the Trustee shall promptly notify the Grantor, the U.S. Senate Select Committee on Ethics, and the Secretary of the Senate, Office of Public Records when the holdings of a particular asset transferred to the Trust by any interested party have been completely disposed of or when the value of that asset becomes less than \$1,000.

FIFTH:

The income tax return of the Trust shall be prepared by the Trustee or its designee, and such return and any information relating thereto (other than the Trust income summarized in appropriate categories necessary to complete an interested party's tax return), shall not be disclosed to the public or to any interested party. To effectuate the provisions of this Article FIFTH, the Trustee shall use its best efforts to provide the interested party, promptly after the close of each taxable year of the Trust during the Trust Term, with that information concerning the Trust, including information on income, expenses, capital gains and capital losses, which is necessary for the interested party to

necessary to enable the interested party to complete an individual tax return required by law (in accordance with Article FIFTH of this Trust), and

- (C) Provide an annual report for purposes of § 102(a)(1) and § 102(d)(1) of the Act and Senate Rule 34 of the aggregate amount of the Trust's value and income attributable to the beneficial interest in the Trust of such interested party, categorized in accordance with the provisions of such sections and Rule.

SEVENTH:

There shall be no direct or indirect communication between an interested party and the Trustee with respect to the Trust unless—

- (A) It relates to a request for a distribution from the Trust of cash or other unspecified assets of the Trust, or
- (B) The communication is in writing and is filed by the person initiating the communication at the office of the U.S. Senate Select Committee on Ethics within five days of the communication, and it relates only—
 - 1) To 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),
 - 2) To the notification of the Trustee of a law or regulation subsequently applicable to the reporting individual which prohibits the interested party from holding an asset, which notification directs that the asset not be held by the Trust, or

Trust that may not be disclosed pursuant to any provision or requirement of Title I of the Act or this Trust,

- (B) Acquire any holding the ownership of which is prohibited by, or not in accordance with the terms of, this Trust, including the acceptance of any contribution in cash or in kind to the trust from an individual other than the Grantor,
- (C) Solicit advice from any interested party with respect to this Trust, which solicitation is prohibited by any provision or requirement of Title I of the Act or this Trust, or
- (D) Fail to file any document required by Title I of the Act.

TENTH:

The Grantor shall not knowingly and willfully, or negligently—

- (A) Solicit or receive any information with respect to this Trust that may not be disclosed pursuant to any provision or requirement of Title I of the Act or this Trust, or
- (B) Fail to file any document required by Title I of the Act.

ELEVENTH:

The Trustee may from time to time reserve amounts for the payment of such income taxes as may be due and payable by the Trust and for payment of expenses and compensation as provided for in this Trust, consistent with Schedule B. During the Trust Term, the Trustee shall not make any distributions to the Grantor, except as may be requested under Article SEVENTH.

allocated or distributed to it by reason of participation in any such reorganization, consolidation, merger, or dissolution;

- (D) To exercise all conversion, subscription, voting, and other rights of whatsoever nature pertaining to any such property and to grant proxies, discretionary, or otherwise, with respect thereto;
- (E) To elect, appoint, and remove directors of any corporation, the stock of which shall constitute Trust property, and to act through its nominee as a director or officer of any such corporation;
- (F) Except as limited by specific enumeration in this Trust Agreement, to manage, control, operate, convert, reconvert, invest, reinvest, sell, exchange, lease, mortgage, grant a security interest in, pledge, pool, or otherwise encumber and deal with the property of this Trust for Trust purposes and on behalf of the Trust to the same extent and with the same powers that any individual would have with respect to his own property and funds (but such actions may not take into account any interests of an interested party or other individual outside of those interests held by the Trust);
- (G) Except as limited by specific enumeration in this Trust Agreement, to borrow money from any person or corporation (including the Trustee hereunder) and for the purpose of securing the payment thereof, to pledge, mortgage, or otherwise encumber any and all such Trust property for Trust purposes upon such terms, covenants, and conditions as it may deem proper and also to extend the time of payment of any loans or encumbrances which at any time may be encumbrances on any such Trust property, irrespective of by whom the same were made or where the

charged against principal or income, and whether or to what extent other adjustments should be made between principal and income, provided that such adjustments shall not conflict with well-settled rules for the determination of principal and income adjustments, or the Uniform Principal and Income Act, Wyo. Stat. §§ 2-3-801, *et seq.*;

- (K) To determine whether or not to amortize bonds purchased at a premium;
- (L) Except to the extent otherwise expressly provided in this Trust Agreement, to make distributions to or at the request of an interested party in kind or in cash or partly in each and for such purposes to fix, insofar as legally permissible, the value of any property;
- (M) To pay such persons employed by the Trustee to assist in the administration of the Trust, including investment counsel, accountants, and those engaged for assistance in preparation of tax returns, such sums as the Trustee deems to be reasonable compensation for the services rendered by such persons. Such persons may rely upon and execute the written instructions of the Trustee, and shall not be obliged to inquire into the propriety thereof. No person may be employed or consulted by the Trustee to assist it in any capacity in the administration of the Trust or the management and control of Trust assets, including investment counsel, investment advisers, accountants, and those engaged for assistance in preparation of tax returns, unless—
 - 1) if any such employment or consultation is known to any interested party, the person is a signatory to this Trust instrument as a party, subject to the prior approval of the U.S. Senate Select Committee on Ethics.

indirect communication with an interested party shall be made only through the Trustee pursuant to Article SEVENTH of this Trust;

(N) Except as specifically limited in this Trust Agreement, to do all such acts, take all such proceedings, and exercise all such rights and privileges, although not otherwise specifically mentioned in this Article TWELFTH, with relation to any such Trust property, as if the Trustee were the absolute owner thereof, and in connection therewith to make, execute, and deliver any instruments and to enter into any covenants or agreements binding the Trust.

THIRTEENTH: The Trustee shall not at any time be held liable for any action taken or not taken or for any loss or depreciation of the value of any property held in the Trust whether due to an error of judgment or otherwise where the Trustee has exercised good faith and ordinary diligence in the exercise of its duties such as would have been exercised by a prudent man. As authorized by Wyo. Stat. § 4-10-901, this Trust Agreement waives application of the prudent investor rule.

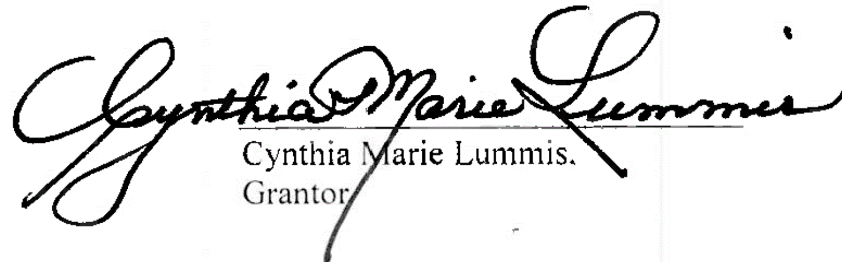
FOURTEENTH: No Trustee hereunder shall be required, in any jurisdiction, to furnish any bond or other security, or to obtain the approval of any court before applying, distributing, selling, or otherwise dealing with property.

FIFTEENTH: Except as provided in Article SIXTH of this Trust, the Trustee shall make no accounting to the Grantor until the date of termination of this Trust, and, at such time, it shall be required to make full and proper accounting and turn over to the Grantor all assets of the Trust then held by it the said Trustee.

hereunder upon the original Trustee.

The validity, construction, and administration of this Trust shall be governed by the Act (and regulations thereunder) and the laws of the State of Wyoming.

Dated this eighth day of December, 2022.


Cynthia Marie Lummis.
Grantor

The above Trust is accepted this 15th day of December, 2022.


Two Ocean Trust LLC,
Trustee

By: Alex D. Duncan
CFO
(title)

SCHEDULE A – LIST OF ASSETS

Asset Name	Value
The Coca-Cola Company Common Stock	\$1,001.00–\$15,000.00
The Walt Disney Company Common Stock	\$1,001.00–\$15,000.00
Jacobs Engineering Group, Inc. Common Stock	\$1,001.00–\$15,000.00
Lululemon Athletica, Inc. Common Stock	\$15,001.00–\$50,000.00
Microsoft Corporation Common Stock	\$15,001.00–\$50,000.00
Bitcoin	\$50,001.00–\$100,000.00
United Rentals, Inc. Common Stock	\$50,001.00–\$100,000.00

SCHEDULE B – TRUSTEE FEE SCHEDULE

For the Cynthia M. Lummis trust account held with Two Ocean Trust LLC, the fee schedule is presently and going forward, \$5,000.00 per year, plus fifty (50) basis points (0.50%) of assets under management as calculated on December 31 of each calendar year.

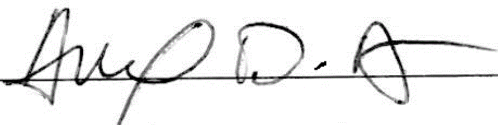
**CERTIFICATION OF INDEPENDENCE OF
TRUSTEE OF QUALIFIED BLIND TRUST**

Cynthia M. Lummis Trust

With respect to the trust of Cynthia Marie Lummis (Grantor), which has been submitted to the Select Committee on Ethics of the United States Senate for approval as a qualified blind trust pursuant to § 102(f) of the Ethics in Government Act of 1978, as amended (the Act), the undersigned proposed Trustee of such trust, or the person in addition to the Trustee who is designated in the trust instrument as an investment adviser, or an officer or employee of the undersigned, is eligible to serve in such a capacity in accordance with § 102(f)(3)(A) of the Act:

1. The undersigned is:
 - ☒ (X) a financial institution;
 - ☐ () an attorney;
 - ☐ () a certified public accountant;
 - ☐ () a broker under the definition set forth in § 3(a)(4) of the Securities and Exchange Act of 1934 (15 U.S.C. § 78c(a)(4)); or
 - ☐ () an investment advisor who, other than with respect to his or her involvement with this trust, is generally involved in his or her role as such an advisor in the management or control of trusts.
2. The undersigned and any other entity designated in the trust instrument to perform fiduciary duties:
 - (a) Is independent of and not associated with any interested party so that the Trustee or other person cannot be controlled or influenced in the administration of the trust by any interested party (an "interested party" is defined in § 102(f)(3)(E) of the Act);
 - (b) Is not and has not been an employee of or affiliated with any interested party and is not a partner of, or involved in any joint venture or other investment with, any interested party; and

- (c) Is not a relative of any interested party (a "relative" is defined in § 109(16) of the Act).
3. The undersigned certifies that any officer or employee of the undersigned person or entity who is involved in the management or control of the trust:
- (a) Is independent of and not associated with any interested party so that such officer or employee cannot be controlled or influenced in the administration of the trust by any interested party;
 - (b) Is not a partner of, or involved in any joint venture or other investment with, any interested party; and
 - (c) Is not a relative of any interested party.

Certified by  Date 12/15/2022

Name of Trustee **Two Ocean Trust LLC**

Address **115 W. Snow King Avenue, Jackson, WY 83001**