

TRUST AGREEMENT

THE WM BLIND TRUST

THIS TRUST AGREEMENT is made and entered into effective for all purposes and in all respects as of the 10th day of April, 2023, by and between WESTLEY WATENDE OMARI MOORE, of Annapolis, Maryland (hereinafter referred to as the "Settlor"), and BROWN INVESTMENT ADVISORY & TRUST COMPANY, of Baltimore, Maryland (hereinafter referred to as the "Trustee").

PREAMBLE

At the time of the execution of this Trust Agreement, the Settlor is married to DAWN F. MOORE (hereinafter referred to as the "Settlor's Spouse"), and the Settlor has two (2) living children, namely MIA MOORE and JAMES MOORE (the "Settlor's Children"). For all purposes of this Trust Agreement, any reference to the "Settlor's Children" or a "Child of the Settlor" shall refer only to the Settlor's Children (or either of them).

WITNESSETH:

WHEREAS, the Settlor is the Governor of the State of Maryland;

WHEREAS, in order to avoid any conflict of interest, or appearance of any such conflict, which may arise from his duties and powers of Settlor in the position of the Governor of Maryland, the parties hereby agree pursuant to the Ethics Laws for the State of Maryland contained in the State Government Article (§§5-206, 5-501, 5-502, and 5-608 of the Annotated Code of Maryland, as amended) (hereinafter referred to as the "Act"), that Settlor creates a trust to be administered in accordance with the Act and which shall become effective as of the date of this Agreement;

WHEREAS, the Trustee (a) is an eligible entity as specified in paragraph B of the Code of Maryland Regulations ("COMAR") §19A.06.02.03, which meets the requirements of COMAR §19A.06.03 and (b) meets any other requirements of a trustee as set forth under the Act. The existence of any other banking or client relationship between any Interested Party and the Trustee is disclosed in annexed Schedule A, and no other such relationship shall be instituted without the prior written approval of the State Ethics Commission; and

WHEREAS, the Settlor desires to create THE WM BLIND TRUST (hereinafter sometimes referred to as the "Trust" or the "Trust Agreement") for the uses and purposes and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and for the purpose of accomplishing the objectives hereinafter set forth, the Settlor does, by these presents, transfer, assign, convey, set over and deliver to the Trustee, and the Trustee's successors and assigns, and

the Trustee hereby certifies, in its capacity as trustee of the underlying trust account, all of the right, title and interest of the Settlor in and to the property listed and described in the attached schedule, designated as “Schedule B” and made a part hereof, and therefore, the Trustee, in its capacity as the fiduciary of the underlying trust, hereby agrees that such property is to be held and administered subject to the provisions of this Agreement, the powers conferred on fiduciaries by the underlying trust which is hereby adopted as powers of the Trustee under this Agreement, the Act, and regulations promulgated thereunder, and other applicable laws, executive orders, and regulations. Such property is hereinafter sometimes referred to as the “Trust Fund.”

ARTICLE I
PURPOSE, TERMINATION, AND REVOCABILITY OF TRUST

A. Purpose of Trust. The primary purpose of this Trust is to confer on the Trustee the sole responsibility to administer the Trust and to manage Trust assets without the participation by, or the knowledge of, any Interested Party. This includes the duty to decide when and to what extent the original assets are to be sold or disposed of and in what investments the proceeds of sale are to be reinvested.

B. Termination. This Trust shall terminate upon the first to occur of the following:

(1) *Termination on End of Political Need.* This Trust shall terminate if the Settlor has ceased, for any reason, to serve as Governor of the State of Maryland and the Settlor thereafter giving the Trustee written notice directing that this Trust be terminated.

(2) *Termination Upon Death or Incompetence.* This Trust shall terminate upon the death or incompetence of the Settlor.

(3) *Termination For Cause.* This Trust shall terminate for cause as determined pursuant to COMAR 19A.06.02.04, at the request of Settlor and with the prior approval of the State Ethics Commission.

(4) *Termination on Revocation of Trust Certification.* This Trust shall terminate upon revocation of the Trust’s certification by the State Ethics Commission pursuant to COMAR 19A.06.03.04.

C. Power to Revoke or Amend. Notwithstanding paragraph B of this Article I, this Trust Agreement may in addition be terminated through revocation. During the Settlor’s lifetime, the Settlor expressly reserves to the Trustee, acting alone and not in conjunction with any other person whatsoever, the right, power or authority, to change, modify, alter, amend or revoke this Trust Agreement or any term or condition hereof, in whole or in part. However, such change, modification, alteration, amendment or revocation of the terms of this Trust Agreement shall require the prior written approval of the State Ethics Commission, upon a showing of necessity and appropriateness.

D. Settlor Retains Reversionary Interest. In the event of any revocation or termination, in whole or in part, all Trust property subject to such revocation or termination shall revert to the

Settlor, free of trust; provided that in the event of any termination due to the death of the Settlor, any remaining Trust property shall be distributed to the Settlor's Trustee under any revocable trust he may have established for estate planning purposes and which is then in existence, or if none, then to the duly appointed Personal Representative of the Settlor's estate.

ARTICLE II
ADMINISTRATION OF TRUST

The Trustee shall administer this Trust in accordance with the requirements of the Act and, in the exercise of its authority and discretion to manage and control the assets of this Trust, shall not consult or notify any Interested Party.

ARTICLE III
TRUST ASSETS

A. Prohibited Holdings. None of the assets transferred, assigned, conveyed or initially placed in Trust hereunder, as listed on annexed Schedule B, is prohibited as a holding by any Interested Party by the Act and regulations promulgated thereunder, and other applicable laws, executive orders, and regulations.

B. Restrictions on Transfer or Sale. Each asset listed in annexed Schedule B is free of any restriction with respect to its transfer or sale except as fully described in such Schedule B.

C. Limitation on Encumbrance by Interested Party. During the Trust Term, an Interested Party shall not pledge, mortgage, or otherwise encumber an Interested Party's interests in the property held in trust hereunder.

D. Cash Additions to Trust. The Trustee, at any time or from time to time, may receive and accept any cash contributions to the Trust from (i) the Settlor or (ii) a joint account held between the Settlor and the Settlor's Spouse, which shall thereby become and be subject to all of the provisions hereof; provided that the State Ethics Commission shall be notified by written instrument of any such cash contribution within five days of the date of the cash contribution.

ARTICLE IV
TRUSTEE DISCLOSURE OF INFORMATION

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 in accordance with applicable law or pursuant to judicial, legal or regulatory process.

ARTICLE V
INCOME TAX MATTERS

The income tax return of the Trust shall be prepared by the Trustee or its delegate

(referred to as the “Tax Return Preparer”), and such return and any information relating thereto (other than the Trust income summarized in appropriate categories necessary to complete an Interested Party’s income tax return), shall not be disclosed by the Tax Return Preparer publicly or to any Interested Party or any representative of an Interested Party. To effectuate the provisions of this Article V, the Trustee shall use its commercially reasonable best efforts to provide the Tax Return Preparer, promptly after the close of each taxable year of the Trust during this Trust Term, with that information concerning the Trust, including information on income, deductions, credits, expenses, capital gains and capital losses, which is necessary for the Tax Return Preparer to prepare and file tax returns required by the laws of the United States and the laws of any State, district, or political subdivision; provided, however, that in no event shall the Trustee disclose publicly or to any Interested Party or any representative of an Interested Party, any information whatsoever which reasonably could identify the securities or other property which comprise the assets of the Trust or identify the securities or other property which comprise the assets of the Trust or identify the securities or other property which have been sold from the assets of the Trust. The Trustee shall instruct the Tax Return Preparer to prepare and file any such tax returns so as not to disclose any assets of the Trust to any Interested Person.

ARTICLE VI
PERMISSIBLE COMMUNICATIONS WITH INTERESTED PARTY

An Interested Party and any representative of an Interested Party shall not receive any report on the holdings and sources of income of the Trust, except as follows:

A. Income Tax Matters. Pursuant to paragraph C of COMAR 19A.06.03.04, the Trustee shall report the net income or loss of the Trust and make other reports necessary (without identifying any particular asset or holding) to enable the Interested Party to complete an individual tax return required by law (in accordance with Article V of this Trust).

B. Filing with State Ethics Commission. A copy of each written communication under paragraph A of this Article VI shall be filed by the Trustee with the State Ethics Commission within five days of the date of the communication.

ARTICLE VII
FINANCIAL NEEDS OF INTERESTED PARTY

A. Communication Between Interested Party and Trustee. There shall be no direct or indirect communication between an Interested Party and the Trustee with respect to the Trust unless the communication is in writing and has the prior written approval of the State Ethics Commission, and unless it relates only to the following:

(1) *Request for Distribution.* The Trustee and an Interested Party may discuss requests for distributions from the Trust (which shall not specify whether any such distribution shall be made in cash or in kind).

(2) *General Financial Needs.* The Trustee and an Interested Party may discuss the general financial interest and needs of an Interested Party (including, but not limited to, general decisions regarding the approach of the Trust as a short-term income or long-term growth approach).

(3) *Changes in Law.* The Trustee and an Interested Party may discuss the notification of the Trustee of a change in law, executive order, or regulation subsequently applicable, to which the notification directs that an asset not be held by the Trust.

(4) *Filing with State Ethics Commission.* A copy of each written communication under this paragraph A of Article VII shall be filed by the Trustee with the State Ethics Commission, within five days of the date of the communication.

B. Distributions to Settlor. Subject to such amounts as the Trustee may from time to time reserve for the payment of income taxes as may be due and payable by the Trust, and for the payment of expenses and compensation as provided for in this Trust, subject to the provisions of paragraph A of Article VII, the Trustee may (but shall not be required to) pay or apply (at any time and from time to time) so much (even to the extent of the whole) of the net income or principal or both of the Trust Fund to or for the use and benefit of the Settlor as the Trustee shall determine, in the Trustee's sole and absolute discretion, in the Best Interests of the Settlor.

C. Distributions to Settlor's Spouse and Settlor's Children. The Trustee may (but shall not be required to) pay or apply (at any time and from time to time) so much (even to the extent of the whole) of the net income or principal or both of the Trust Fund to or for the use and benefit of the Settlor's Spouse and the Settlor's Children as the Trustee shall determine, in the Trustee's sole and absolute discretion, in the Best Interests of such individual.

D. Accumulation of Net Income. The Trustee shall accumulate and add to the principal of the Trust any balance of such net income not so paid or applied.

E. Limited Power of Appointment. Upon the death of the Settlor, all then-remaining principal and undistributed income, if any, of the Trust shall be paid over and distributed, in such manner, in such estates, in trust or otherwise, as the Settlor may have designated in a Testamentary Instrument, by specific reference to this limited power of appointment. Any principal and undistributed income, if any, remaining in the Trust after making the distributions required by the terms of the preceding sentence (or, if the Settlor shall fail, either wholly or in part, to exercise effectively the limited power of appointment granted to the Settlor, then all property remaining in this Trust at the time of the Settlor's death that is not effectively appointed), shall be distributed to the Settlor's Trustee under any revocable trust he may have established for estate planning purposes and which is then in existence, or if none, then to the duly appointed Personal Representative of the Settlor's estate.

ARTICLE VIII
PROHIBITION ON INTERESTED PARTY COMMUNICATION

An Interested Party shall not take any action to obtain, and shall take appropriate action to avoid receiving, information with respect to the holdings of, and the sources of income of, the Trust, including obtaining a copy of any Trust tax return filed by the Trustee (as specified in COMAR 19A.06.02.04) or any information relating thereto, except for the reports and information specified in Article VI of this Trust.

ARTICLE IX
CERTIFICATE OF COMPLIANCE

As specified in COMAR 19A.06.03.03, the Trustee shall file with the State Ethics Commission, by January 30th after any calendar year during which the Trust was in existence, a properly executed Certificate of Compliance in the form prescribed in Appendix B. In addition, the Trustee shall maintain and make available for inspection by the State Ethics Commission, as it may from time to time direct, the Trust's books of account and other records and copies of the Trust's tax returns for each taxable year of the Trust.

ARTICLE X
PROHIBITIONS ON TRUSTEE COMMUNICATION

Except as expressly provided in this Trust Agreement, the Trustee in the exercise of its authority and discretion to manage and control the assets of this Trust shall refrain from the following:

A. Trustee Shall Not Disclose Certain Information. The Trustee shall not knowingly and willfully, or negligently disclose any information to any Interested Party with respect to this Trust that may not be disclosed pursuant to any provision or requirement of the Act (and the regulations thereunder) or this Trust.

B. Acquisition of Holdings. The Trustee shall not knowingly and willfully, or negligently 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 (i) the Settlor and (ii) a joint account held between the Settlor and the Settlor's Spouse.

C. Solicitation from Interested Party. The Trustee shall not knowingly and willfully, or negligently solicit advice from any Interested Party with respect to this Trust, which solicitation is prohibited by any provision or requirement of the Act (and the regulations thereunder) or this Trust.

D. Failure to File Required Documents. The Trustee shall not knowingly and willfully, or negligently fail to file any document required by the Act (and the regulations thereunder).

ARTICLE XI
SETTLOR RESTRICTIONS ON DISCLOSURE OF INFORMATION

Except as expressly provided in this Trust Agreement, the Settlor shall refrain from the following:

A. Settlor Shall Not Solicit Information. The Settlor shall not knowingly and willfully, or negligently solicit or receive any information with respect to this Trust that may not be disclosed pursuant to any provision or requirement of the Act (and the regulations thereunder) or this Trust.

B. Failure to File Required Documents. The Settlor shall not knowingly and willfully, or negligently fail to file any document required by the Act (and the regulations thereunder).

ARTICLE XII
POWERS OF THE TRUSTEE

Except as limited by specific enumeration in this Trust, the Trustee, in addition to and not in limitation of the rights, powers, privileges and discretions vested in the Trustee by law, or under the provisions of this Trust Agreement, shall have the following powers in the administration and management of the Trust, to be exercised, without application to any court, to such extent, at such time or times, upon such terms, and in such manner as the Trustee shall deem advisable, in the Trustee's sole and absolute discretion:

A. Power to Sell. To sell, exchange, or otherwise dispose of the property in such manner and upon such terms as the Trustee in its sole discretion shall deem appropriate.

B. Power to Invest. Except as limited by specific enumeration in this Trust Agreement:

(1) To invest and reinvest the principal and any undistributed income, in property of any kind, even though such assets are not income-producing; provided that pursuant to paragraph G of COMAR 19A.06.02.04, securities may not be purchased that would result in the holdings in any entity exceeding twenty percent (20%) of the total Trust assets, or any industry or economic sector exceeding thirty percent (30%) of the total Trust assets, except when the particular holdings present no conflict of interest under General Provisions Article, Title 5, Annotated Code of Maryland, as amended.

(2) To the extent that securities purchased or contributed to the Trust pursuant to subparagraph B(1) of this Article XII shall cause the holdings in any entity to exceed the required threshold provided under paragraph G of COMAR 19A.06.02.04, the Trustee shall sell such securities necessary to meet the threshold required under paragraph G of COMAR 19A.06.02.04 within ninety (90) days.

C. Power to Borrow and Encumber Property. 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 obligations may or should ultimately be borne on such terms, covenants, and conditions as it may deem proper (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).

D. Powers with Respect to Real Property. To lease for any period (without regard to the duration of the Trust or to any statutory restriction), exchange, partition, subdivide, alter, demolish, develop, dedicate (even without consideration), improve, repair, maintain, grant easements, rights-of-way or covenants on or otherwise deal with real property.

E. Power to Make Contracts. To make contracts and agreements; to abandon, settle, compromise, extend, renew, modify, adjust, or submit to arbitration in whole or in part and without the order or decree of any court any and all claims whether such claims shall increase or decrease the assets held under this Trust Agreement.

F. Powers with Respect to Securities. Except as limited by specific enumeration in this Trust Agreement:

(1) To vote, in person or by proxy, any stock or securities held hereunder, and to exercise or delegate all rights and privileges (such as subscription rights and conversion privileges) and discretionary powers in connection therewith.

(2) To exercise any options or warrants for the purchase of securities; or, alternatively, not to exercise any such options or warrants (and allow the same to lapse).

(3) To consent to and participate in any reorganization, consolidation, merger, dissolution of any corporation having stocks, bonds or other securities which may be held at any time, to receive and hold any property which may be allocated or distributed to it by reason of participation in any such reorganization, consolidation, merger, or dissolution.

G. Power to Compensate Employed Agents. To pay such persons employed by the Trustee to assist it 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.

H. Limitations on Employment as Agents. 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 the following conditions are met:

(1) Under all the facts and circumstances the person is determined pursuant to (i) the requirements of the Act and (ii) the requirements for eligible entities under COMAR 19A.06.02.03 to be independent of any Interested Party with respect to the trust arrangement.

(2) The person is instructed by the Trustee to make no disclosure publicly or to any Interested Party which might specifically identify the securities or other property which comprise the assets of the Trust or identify securities or other property which have been sold from the assets of the Trust, or any other information which may not be disclosed by the Trustee.

(3) The person is instructed by the Trustee to have no direct communication with any Interested Party, and that any indirect communication with an Interested Party shall be made only through the Trustee pursuant to paragraph A of Article VII of this Trust.

I. Power to Hold Property in Name of Nominee. To hold any property, real or personal, in the name of a nominee, or in the name of the Trustee, as Trustee, or to take stock or securities and keep the same unregistered and in such condition that such stock or securities will pass by delivery.

J. Powers to Select Property for Distributions. Except to the extent otherwise explicitly provided in this Trust Agreement, in dividing or distributing the principal of the Trust, to make such division or distribution in money, in kind, or partly in money and partly in kind, or by allotting or assigning undivided interests in property, even if one or more shares be composed in whole or in part of property different in kind from that of any other share.

K. Power to Amortize Bonds. To determine whether or not to amortize bonds purchased at a premium.

L. Management Powers. 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).

M. Election of Directors. 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.

N. S Corporation Stock. Notwithstanding any other provision of this Trust Agreement, so long as the Trust includes any stock of an "S corporation" (as defined in the Code), the Trustee shall specifically be prohibited from doing any act, the commission or omission of which would voluntarily or involuntarily cause the termination of the election of such corporation and its stockholders under and pursuant to Subchapter S (Sections 1361 through 1379, inclusive) of the Code.

O. Power of Allocation Between Principal and Income. To allocate items of income or expense to either trust income or principal in accordance with applicable Federal tax law; provided, however, that, unless otherwise required by Federal tax law, neither the Trustee nor the Trust shall be subject to the provisions of the Maryland Uniform Principal and Income Act (Maryland Code Annotated (Estates and Trusts) Sections 15-501, et seq.), and any amendments thereto, to the extent the Trustee shall, in the Trustee's sole discretion, determine that such deviation is necessary in order to carry out the purpose of or equitably administer the Trust or any trust created hereunder. The Trustee's discretion under this paragraph O shall include, but shall not be limited to, the discretion to apportion any part or all of any capital gain to trust income or principal.

P. General Powers. Except as specifically limited in this Trust Agreement, generally, to do any and all such acts, take all such proceedings, and exercise all such rights and privileges, although not otherwise specifically mentioned in this Article XII, with relation to any such 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.

ARTICLE XIII **PROVISIONS RELATING TO TRUSTEE**

A. Use of "Trustee" Nomenclature. Any reference in this Trust Agreement to the "Trustee" shall be deemed to include not only the original Trustee hereunder, but also any substitute or successor Trustee at any time serving hereunder; and all rights, powers, privileges and discretions herein granted to the Trustee shall be deemed to be granted not only to the original Trustee hereunder, but also to any such substitute or successor Trustee at any time serving hereunder.

B. Limitation of Liability and Indemnification.

(1) *Limitation of Liability.*

(a) To the extent permitted by law, except for bad faith, willful default, reckless indifference or gross negligence, no Trustee shall be liable for any act, omission, loss, damage or expense arising from the performance of such Trustee's duties under this Trust Agreement, including the act, omission, loss, damage or expense of or caused by any agent appointed by such Trustee, or for any loss or depreciation of the value of any property held in the Trust. Each Trustee shall be liable only for such Trustee's own acts or omissions occasioned by the bad faith, willful default, reckless indifference or gross negligence of such Trustee and shall not be responsible for the acts or omissions of any other Trustee; nor, in particular, shall any Trustee be liable in regard to the exercise or nonexercise of any right, power, privilege, discretion or option properly delegated pursuant to the provisions of this Trust Agreement.

(b) Subject to subparagraph B(2) of Article XII, the Trustee may retain, for any period, without liability for loss, all assets initially received by the Trustee as part of the trust regardless of whether an asset constitutes a large part or all of any trust or is not of the character size or income yield permissible or otherwise deemed advisable for investments by Trustee.

(2) *Indemnification.* In the event that any Trustee hereunder is a party, or is threatened to be made a party, to any action, claim, suit or proceeding by reason of the fact that such person is or was a Trustee of the Trust, the Trust shall, and is hereby obligated to, fully and entirely indemnify and hold harmless such Trustee from any and all costs, expenses and reasonable attorneys' fees incurred by such Trustee with respect to such action, claim, suit or proceeding, except that no such indemnification shall be made where, in such action, claim, suit or proceeding, it is determined by a court of competent jurisdiction (or it is admitted in settlement or compromise of the same) that such person was in bad faith, in willful default of, with reckless indifference to, or was grossly negligent in, the performance of such Trustee's duties, responsibilities or obligations hereunder. In the event that the Trust is not then in existence, such obligation to indemnify and hold harmless such Trustee shall be the joint and several personal obligation of the distributees of the same to the extent of their respective distributions therefrom.

C. Waiver of Bond. 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.

D. Waiver of Accounting. Except as provided in Article VI of this Trust or at the request of the State Ethics Commission, the Trustee shall make no accounting to the Settlor 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 Settlor all assets of the Trust then held by it, the said Trustee; provided that in the event of any termination due to the death of the Settlor, the Trustee shall be required to make full and proper accounting and turn over all assets of the Trust to the Settlor's Trustee under any revocable trust the Settlor may have established for estate planning purposes and which is then in existence, or if none, then to the duly appointed Personal Representative of the Settlor's estate.

E. Reimbursement and Compensation. The Trustee shall be entitled to be reimbursed from the Trust for any reasonable out-of-pocket expenses incurred in connection with the administration of the Trust. The Trust may pay to the Trustee fair and reasonable compensation for services performed for the Trust; provided, however, in no event shall there be any termination commission charged upon the distribution of all or any part of the principal of the Trust. For purposes of this paragraph E, "fair and reasonable compensation" for any corporate Trustee serving hereunder shall mean the compensation annexed hereto as Schedule C, as amended from time to time, or as provided for by the laws of the State of Maryland; provided, however, in no event shall there be any termination commission charged upon the distribution of all or any part of the principal of the Trust.

F. Appointment of Trustees.

(1) *Appointment By Trustee.* A Trustee appointed pursuant to the provisions of this Agreement (including the initial Trustee appointed hereunder) shall have the power to appoint such Trustee's successor Trustee hereunder; provided, however, that (i) such appointment may be revoked or modified by the appointing Trustee at any time (so long as the appointing Trustee is still serving as a Trustee hereunder) and for any reason and (ii) any such designation shall be subject to the prior written approval of the State Ethics Commission.

(2) *Removal and Replacement of Trustee By Settlor.* During the Trust Term, subject to the prior written approval of the State Ethics Commission, the Settlor shall have the right, power, and authority to remove and to remove and replace, for any reason whatsoever and at any time and from time to time, any currently serving or designated successor Trustee of the Trust. In the event the Settlor removes a Trustee and is appointing a successor Trustee, the Settlor shall only appoint a successor Trustee (i) who is not the Settlor, (ii) who is not an Interested Party and (iii) who meets the qualification of the Trustee as specified in COMAR 19A.06.02.03.

(3) *Method of Appointment.* Any such appointment, modification or revocation made pursuant to the provisions of subparagraphs F(1) or (F)(2) of this Article XIII shall be made by written instrument delivered to the State Ethics Commission and the designee. For purposes of this subparagraph F(3) of this Article XIII, the term "designee" shall mean the appointed Trustee and/or the removed Trustee.

(4) *When No Trustee Available to Serve.* In the event that no Trustee appointed pursuant to this paragraph F of Article XIII is willing or able to serve, the Settlor shall appoint a Trustee of the Trust; provided, however, that (i) such Trustee shall not be an Interested Party, (ii) in no event shall the Settlor be appointed as a Trustee hereunder, (iii) any such appointment shall be subject to the prior written approval of the State Ethics Commission and (iv) such Trustee meets the qualification of the Trustee as specified in COMAR 19A.06.02.03.

(5) *Limitations.* Notwithstanding any provision of this Trust Agreement to the contrary, neither the Settlor, the Settlor's Spouse, any lineal descendant of the Settlor, the Settlor's parents, any lineal descendant of the Settlor's parents, the spouse of any such person, nor any other Interested Party shall be eligible to serve as a Trustee of this Trust.

G. Resignation of Trustee. The Trustee (and any substitute or successor) shall have the right, by a duly acknowledged instrument delivered to the Settlor to resign as Trustee in which event the Settlor shall designate and appoint a substitute or successor Trustee (subject to the prior written approval of the State Ethics Commission) in its place and stead, which shall have all of the rights, powers, discretions, and duties conferred or imposed hereunder upon the original Trustee.

H. No Liability for Acts or Omissions of Predecessors. No successor Trustee under this Trust Agreement shall be liable for any act, transaction or omission of any predecessor, nor shall any such successor be obligated to inquire into the validity or propriety of any such act,

transaction or omission. Any such successor Trustee shall be entitled to accept as conclusive any accounting and statement of assets furnished to such successor by his or her immediate predecessor or by the personal representative of such immediate predecessor and shall further be entitled to furnish a receipt or receipts only for those assets specifically included in such statement.

I. U.S. Trustees. At all times the Trustee serving or appointed hereunder must be a United States person as defined by Section 7701(a) of the Code.

ARTICLE XIV **APPROVAL OF STATE ETHICS COMMISSION**

Any amendment of the terms of this Trust Agreement, including the appointment of a substitute or successor Trustee, shall require the prior written approval of the State Ethics Commission, upon a showing of necessity and appropriateness. Any such substitute or successor Trustee shall have all of the rights, powers, discretions, and duties conferred or imposed hereunder upon the original Trustee.

ARTICLE XV **DEFINITIONS**

For all purposes of this Trust Agreement, the following definitions shall apply:

A. Best Interests. Whenever it is provided that the Trustee may pay or apply so much of the net income or principal or both of the Trust as the Trustee shall deem advisable, in the Trustee's sole and absolute discretion, in the "Best Interests" of a beneficiary of the Trust, the term "Best Interests" shall mean that the Trustee may exercise the Trustee's discretion with respect to such payment or application of net income or principal to or for the benefit of such beneficiary for any purposes whatsoever, including, but not limited to, the following purposes: (i) the maintenance and support of such beneficiary; (ii) the payment of the health expenses (whether physical or mental) of such beneficiary; (iii) the education (including, without limitation, preparatory or boarding school, college, graduate school or professional school, as well as any art, literary or similar education, whether or not at an accredited college or university) of such beneficiary; and (iv) the purchase or lease of a residence (whether the principal residence or not) for such beneficiary.

B. Code. The term "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time and as in effect as of the date of the Settlor's death (or the alternate valuation date, if applicable) (taking into account any retroactive change in the applicable law), and any reference to a Section thereof or to a Section of the applicable Treasury Regulation promulgated thereunder shall include the corresponding provisions of any subsequent Federal tax law or regulation.

C. Interested Party. Any reference herein to an "Interested Party" means the Settlor; the Settlor's spouse, child, ward, financially dependent parent, or other relative who shares the

Settlor's legal residence; the Settlor's child, ward, parent, or other relative over whose financial affairs the Settlor has legal or actual control.

D. Testamentary Instrument. Any reference herein to the Settlor's "Testamentary Instrument" means the Settlor's Will, duly admitted to probate, or the Settlor's revocable trust.

E. Trust Term. The term "Trust Term" is defined to mean the period between the date of this Trust Agreement and the termination of the Trust.

F. Writing. Any reference herein to "in writing" shall include electronic mail (Email) communication as an approved method of written communication.

ARTICLE XVI **REFERENCES**

The use of any gender herein shall be deemed to be or include the other genders and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

ARTICLE XVII **INCORPORATION OF FUTURE MODIFICATIONS**

All references to this Trust Agreement in the Articles hereof shall be deemed to mean this instrument as modified pursuant to any right, power and authority granted to the Trustee pursuant to this Trust Agreement.

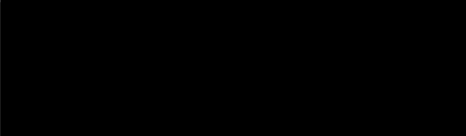
ARTICLE XVIII **APPLICATION OF LAW**

A. Governing Law. It is the intention of the parties hereto that this Trust Agreement shall in all respects be construed and interpreted according to the Act (and regulations thereunder) and the laws of the State of Maryland (without regard to its conflict of laws provisions), and that the parties in all things in respect thereto shall be governed by such laws.

B. Trust Situs. It is the intention of the parties hereto that the situs of the Trust shall be the State of Maryland. The Trustee may, however, at any time, change the situs of the Trust to any location, within or outside the United States, without permission or order of any court, if the Trustee shall determine that such change of situs, because of tax, residence or situs of the beneficiaries or other considerations, would benefit or be more convenient to or in the best interest of the beneficiaries of the Trust; provided, however, that, until such time as the Trustee affirmatively changes the situs of the Trust, the situs of the Trust shall remain in the State of Maryland and the Trust Agreement shall, in all respects, be construed and interpreted according to the laws of such jurisdiction (without regard for the conflict of laws provisions thereof) and all parties in all respects thereto shall be governed by such laws; and provided, further, that any such

change in situs may be made without being subject to Maryland Code Annotated (Estates and Trusts) Section 14.5-108. If the Trustee changes the situs of the Trust, the interpretation of this Trust Agreement shall in all respects continue to be governed by the laws of the State of Maryland, until such time as the Trustee shall change the law of governing the administration of the Trust.

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David A. Stepherson

Print Name

TRUSTEE:

BROWN INVESTMENT ADVISORY & TRUST COMPANY, Trustee

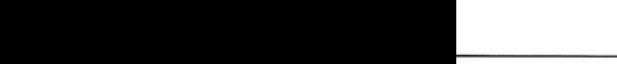
By:  (SEAL)

Name: William O. White, III

Title: Authorized Signer

I, a Notary Public in and for the jurisdiction aforesaid, hereby certify that William O'Brien White, III, an authorized representative of BROWN INVESTMENT ADVISORY & TRUST COMPANY, as Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, personally appeared before me and acknowledged that he executed the same for the purposes therein contained.

Given under my hand and seal this 10 day of April, 2023.



Notary Public

My Commission Expires: 7/30/2023

[Notarial Seal]

SYDNEY E SHAPIRO
NOTARY PUBLIC
MONTGOMERY COUNTY, MD
My Commission Expires July 30, 2023

SCHEDULE A

LIST OF ANCILLARY BANKING OR CLIENT RELATIONSHIP

None.

SCHEDULE B

TRUST PROPERTY

See attached asset chart.

BLIND TRUST ASSETS CHART
Name of Official/Employee: WESTLEY WATENDE OMARI MOORE
Valuation Date: April 24, 2023

Quantity	Security	Price	Market Value	Pct. Assets
CASH & EQUIVALENTS				
	First American Government Obligations Fund CI Z		\$ 144,982.00	5.71%
TAXABLE FIXED INCOME MUTUAL FUNDS				
835.593	Angel Oak Multi-Strategy Income Fund CI Inst	\$ 8.50	\$ 7,102.54	0.28%
1,312.227	BlackRock Strategic Income Opportunities Portfolio	\$ 9.23	\$ 12,111.86	0.48%
774.071	BNY Mellon Global Fixed Income Fund CI I	\$ 19.31	\$ 14,947.31	0.59%
415.471	Guggenheim Macro Opportunities Fund CI I	\$ 24.10	\$ 10,012.85	0.39%
1,480.889	JP Morgan Strategic Income Opportunities Fund	\$ 11.38	\$ 16,852.52	0.66%
988.666	Lord Abbett Bond-Debenture Fund	\$ 6.98	\$ 6,900.89	0.27%
1,906.635	Lord Abbett Short Duration Income Fund CI I	\$ 3.86	\$ 7,359.61	0.29%
4,468.881	Metropolitan West Total Return Bond Fund	\$ 9.27	\$ 41,426.53	1.63%
1,386.769	PIMCO Investment Grade Credit Bond Fund	\$ 8.89	\$ 12,328.38	0.49%
1,121.886	Principal Spectrum Preferred and Capital Securities Income Fund	\$ 8.58	\$ 9,625.78	0.38%
COMMON STOCK				
Consumer Discretionary				
154.000	Amazon.com, Inc.	\$ 106.21	\$ 16,356.34	0.64%
17.000	Home Depot, Inc.	\$ 301.64	\$ 5,127.88	0.20%
17.000	Lowe's Companies, Inc.	\$ 211.04	\$ 3,587.68	0.14%
32.000	Nike, Inc.	\$ 127.09	\$ 4,066.88	0.16%
3.000	O'Reilly Automotive, Inc.	\$ 907.00	\$ 2,721.00	0.11%
60.000	TJX Companies, Inc.	\$ 78.53	\$ 4,711.80	0.19%
25,146.000	Under Armour, Inc. CI C (shares vest 5/9/23)	\$ 8.09	\$ 203,431.14	8.01%
Consumer Staples				
10.000	Costco Wholesale Corp.	\$ 511.42	\$ 5,114.20	0.20%
16.000	Dollar General Corp.	\$ 222.43	\$ 3,558.88	0.14%
11.000	Estee Lauder Companies, Inc. CI A	\$ 253.60	\$ 2,789.60	0.11%
30.000	Procter & Gamble Co.	\$ 156.35	\$ 4,690.50	0.18%
Financials				
11.000	Ameriprise Financial, Inc.	\$ 312.91	\$ 3,442.01	0.14%
69.000	Fidelity National Information Services, Inc.	\$ 55.86	\$ 3,854.34	0.15%
9.000	S&P Global, Inc.	\$ 347.66	\$ 3,128.94	0.12%
36.000	Visa, Inc.	\$ 232.76	\$ 8,379.36	0.33%
Health Care				
41.000	Abbott Laboratories	\$ 110.40	\$ 4,526.40	0.18%
12.000	Danaher Corp.	\$ 254.35	\$ 3,052.20	0.12%
12.000	Eli Lilly & Co.	\$ 383.35	\$ 4,600.20	0.18%
11.000	Intuitive Surgical, Inc.	\$ 300.46	\$ 3,305.06	0.13%
9.000	Thermo Fisher Scientific, Inc.	\$ 574.30	\$ 5,168.70	0.20%
12.000	UnitedHealth Group, Inc.	\$ 488.94	\$ 5,867.28	0.23%
315.000	Takeda Pharmaceutical Co., Ltd. Sponsored ADR	\$ 16.86	\$ 5,310.90	0.21%
170,730.000	Green Thumb Industries, Inc.	\$ 6.86	\$ 1,171,207.80	46.13%
Industrials				
18.000	Honeywell International, Inc.	\$ 196.78	\$ 3,542.04	0.14%
12.000	Parker Hannifin Corp.	\$ 322.96	\$ 3,875.52	0.15%
14.000	Rockwell Automation, Inc.	\$ 276.08	\$ 3,865.12	0.15%
14.000	Union Pacific Corp.	\$ 200.28	\$ 2,803.92	0.11%
390.000	Toshiba Corp. – Un-sponsored ADR	\$ 16.51	\$ 6,438.90	0.25%

BLIND TRUST ASSETS CHART
Name of Official/Employee: WESTLEY WATENDE OMARI MOORE
Valuation Date: April 24, 2023

Information Technology

14.000	Adobe, Inc.	\$ 377.34	\$ 5,282.76	0.21%
55.000	Apple, Inc.	\$ 165.33	\$ 9,093.15	0.36%
50.000	Applied Materials, Inc.	\$ 113.61	\$ 5,680.50	0.22%
63.000	Microsoft Corp.	\$ 281.77	\$ 17,751.51	0.70%
25.000	NVIDIA Corp.	\$ 270.42	\$ 6,760.50	0.27%
35.000	Salesforce, Inc.	\$ 194.92	\$ 6,822.20	0.27%
6.000	ServiceNow, Inc.	\$ 473.00	\$ 2,838.00	0.11%
383.000	Marvell Technology, Inc.	\$ 38.76	\$ 14,845.08	0.58%

Materials

16.000	Sherwin-Williams Co.	\$ 236.56	\$ 3,784.96	0.15%
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Communication Services

103.000	Alphabet, Inc. Cl A	\$ 105.97	\$ 10,914.91	0.43%
27.000	Meta Platforms, Inc.	\$ 212.79	\$ 5,745.33	0.23%
115.000	Activision Blizzard, Inc.	\$ 86.09	\$ 9,900.35	0.39%
2,539.000	IAC, Inc.	\$ 49.20	\$ 124,918.80	4.92%

Real Estate

15.000	American Tower Corp.	\$ 203.94	\$ 3,059.10	0.12%
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EQUITY MUTUAL FUNDS

363.049	BNY Mellon Natural Resources Fund	\$ 50.90	\$ 18,479.19	0.73%
1,725.493	DFA US Targeted Value Portfolio	\$ 27.14	\$ 46,829.88	1.84%
1,388.661	Eaton Vance Atlanta Capital SMID-Cap Fund Cl I	\$ 34.44	\$ 47,825.48	1.88%
5,655.060	JPMorgan Equity Income Fund	\$ 22.29	\$ 126,051.29	4.96%

EXCHANGE TRADED/CLOSED-END FUNDS

161.000	Consumer Staples Select Sector SPDR ETF	\$ 76.88	\$ 12,377.68	0.49%
153.000	First Trust Nasdaq Cybersecurity ETF	\$ 41.22	\$ 6,306.66	0.25%
89.000	Health Care Select Sector SPDR ETF	\$ 135.05	\$ 12,019.45	0.47%
358.000	iShares Core High Dividend ETF	\$ 103.81	\$ 37,163.98	1.46%
274.000	iShares Global Clean Energy ETF	\$ 19.80	\$ 5,425.20	0.21%
257.000	iShares Aggressive Allocation ETF	\$ 63.93	\$ 16,430.01	0.65%
557.000	iShares Aggressive Allocation ETF	\$ 63.93	\$ 35,609.01	1.40%

INTERNATIONAL EQUITY MUTUAL FUNDS

1,044.167	Artisan International Value Fund Cl Adv	\$ 43.22	\$ 45,128.90	1.78%
1,217.165	BNY Mellon International Stock Fund Cl I	\$ 23.59	\$ 28,712.92	1.13%
2,017.699	GQG Partners Emerging Markets Equity Fund	\$ 13.36	\$ 26,956.46	1.06%

INTERNATIONAL EXCHANGE TRADED/CLOSED-END FUNDS

73.000	Global X Lithium & Battery Tech ETF	\$ 60.43	\$ 4,411.39	0.17%
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STRUCTURED EQUITY NOTES

700.000	Bank of Nova Scotia – SX5E – 02/26/2026	\$ 6.84	\$ 4,788.00	0.19%
700.000	Canadian Imperial Bank - SPX - 07/20/2027	\$ 9.68	\$ 6,776.00	0.27%
500.000	Citigroup Global Markets - SPX - 08/01/2024	\$ 11.92	\$ 5,960.00	0.23%
600.000	HSBC USA, Inc. - SPX - 08/10/2027	\$ 10.30	\$ 6,180.00	0.24%
700.000	JPMorgan Chase Financial - RLV - 10/19/2027	\$ 10.60	\$ 7,420.00	0.29%
500.000	JPMorgan Chase Financial – NKY – 06/21/2027	\$ 11.65	\$ 5,825.00	0.23%
800.000	Royal Bank of Canada – SX5E – 09/23/2027	\$ 11.62	\$ 9,296.00	0.37%
700.000	GS Finance Corp - RTY - 01/30/2026	\$ 8.36	\$ 5,852.00	0.23%
500.000	Morgan Stanley Financial LLC - SPX - 06/28/2024	\$ 15.60	\$ 7,800.00	0.31%

TOTAL PORTFOLIO

\$ 2,539,196.50 100%

SCHEDULE C

FEE SCHEDULE

See attached fee schedule.

ACCOUNT NAME

THE WM BLIND TRUST

SCHEDULE OF ASSETS

SCHEDULE B

SCHEDULE OF CHARGES

Account Level Fees

Brown Advisory's investment management and trust fee schedule is based solely on the value of the assets managed. For trusts, the fees will be allocated between income and principal interests in a manner consistent with applicable law.

Assets of \$5,000,000 or under:

\$0.00	-	\$3,000,000	1.25%
\$3,000,000.01	-	\$5,000,000	1.00%

Assets of \$5,000,000 or over:

\$0.00	-	\$5,000,000	1.00%
\$5,000,000.01	-	\$10,000,000	0.75%
\$10,000,000.01	-	\$25,000,000	0.50%
\$25,000,000.01	-	\$100,000,000	0.35%
Balance			0.30%

Management fees are generally calculated based on the total market value of the Account as of the last business day of the previous calendar quarter and are generally paid in arrears. If an Account commences at any time other than the beginning of a calendar quarter, the first management fee is prorated based on the initial market value of the Account and the portion of such calendar quarter during which this Agreement was in effect. If an Account terminates during a calendar quarter, a pro-rata fee is assessed based on the number of days in the quarter that the Account was under management.

Brown Advisory Funds:

For Account assets invested in any open-end mutual fund ("Fund") for which Brown Advisory serves as investment adviser, fees are assessed on your Account as set forth above. With regard to such Account assets, any net management fees earned by Brown Advisory in its capacity as investment adviser to such a Fund will be credited to your Account. Please review each applicable Fund's prospectus for details on service fees payable to Brown Advisory and other important information.

Brown Advisory Private Equity Partnerships and Private Funds

Assets invested for management in any of the Brown Advisory private equity partnerships or affiliate private funds are subject to the Account Level Fees (above) and are subject to the governing fee language in the applicable fund offering documents.

BLIND TRUST ASSETS CHART
Name of Official/Employee: WESTLEY WATENDE OMARI MOORE
Valuation Date: April 24, 2023

Quantity	Security	Price	Market Value	Pct. Assets	Date Transferred
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INTERNATIONAL EXCHANGE TRADED/CLOSED-END FUNDS

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TOTAL PORTFOLIO

\$ 2,539,196.50 100%