

AMENDMENT TO THE ARMSTRONG FAMILY TRUST

Pursuant to §3.10(i) of the Armstrong Family Trust f/k/a The Robert D. Armstrong Living Trust, ("Trust"), the following amendments are hereby adopted to the Trust:

1. Section 15.05 regarding Trustee Compensation is amended by adding the following sentence at the end of this section:

Notwithstanding any other provisions in this Trust which may be construed otherwise, no compensation is to be paid to any children of Robert D. Armstrong (Robert W. Armstrong, Elizabeth Armstrong or Douglas L. Armstrong) who serve as Trustees unless an equal payment is made to any other then surviving children, whether or not they are also serving as a Trustee, unless the surviving children unanimously agree to any such disparate payment.

2. The following paragraphs are added at the end of Section 15.10 regarding Actions of Trustees:

When the Trustees are required to act with respect to a given matter, all Trustees then serving in that capacity must be given notice of any meeting where any such action is to take place as well as an opportunity to be present to participate in any such decision. All meetings are to be conducted in a professional and business like setting, with any Trustee having the right to terminate the meeting if such decorum is not followed.

Notwithstanding any other provisions in this Trust which may be construed otherwise, so long as any of the children of Robert D. Armstrong (Robert W. Armstrong, Elizabeth Armstrong or Douglas L. Armstrong) are alive, a unanimous vote of all such individuals who are then living is also required to sell any "legacy" property (including any stock in a corporate entity that owns said property) owned directly or indirectly by the Trust, which are specifically defined as follows:

- a. The Buccaneer Hotel, St. Croix.
- b. The Armstrong Family home known as Bulows Minde, St. Croix.
- c. The Crabtree holdings, Mitchell and Yancey Counties, North Carolina.

Additionally, notwithstanding any other provisions in this Trust which may be construed otherwise, so long as any of the children of Robert D. Armstrong (Robert W. Armstrong, Elizabeth Armstrong or Douglas L. Armstrong) are alive and are not incapacitated, none of them can be dismissed from the active management of any company owned directly or indirectly by the Trust, nor may their duties or responsibilities be

diminished, absent a unanimous vote of Trustees and the Trust Advisor, it being the intent of Robert D. Armstrong that each of his children participate in the active day to day management of the businesses owned and/or controlled by the Trust so long as they wish to do so.

Said unanimous consent set forth in the forgoing two paragraphs is deemed satisfied by a duly called meeting of the Trustees, with any surviving children also required to be present, with the vote of the Trustees and/or the surviving children recorded in the minutes of the meeting, which minutes must be approved and signed by the Trustees.

3. Section 16.05 regarding Business Powers is amended by adding the following sub-section:

- (f) Notwithstanding any provisions in Section 16.05 which may be construed otherwise, no compensation for services rendered in connection with the operation of a business can be paid to any child of Robert D. Armstrong (Robert W. Armstrong, Elizabeth Armstrong or Douglas L. Armstrong) unless an equal payment is made to any other then surviving children, whether or not they are performing any services for any business operated and/or owned by the Trust, unless the surviving children unanimously agree to any such disparate payment.

Dated:

May 11, 2006



Joel H. Holt
Trust Advisor