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PICK-UP WAIT MAIL

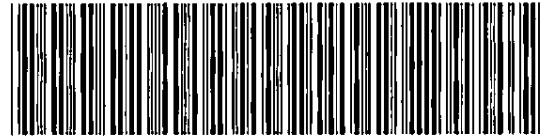
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer

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03/18/21--01009--019 **350.00



350

FILED
MAR 22 PM 4:54
STATE OF FLORIDA
TALLAHASSEE, FL
MAR 18 PM 2:49



Filing Cover Sheet

To: Florida Division of Corporations

From: LESLIE SELLERS C/O Capitol Services, Inc.

Date: 3/18/2021

Trans#: 1189911

Entity Name: A. KAY DAVIS O'ROURKE REVOCABLE TRUST /

Articles Incorporation ()

Articles of Amendment ()

Articles of Dissolution ()

Annual Report ()

Conversion ()

Fictitious Name ()

Foreign Qualification ()

Limited Liability ()

Limited Partnership ()

Merger ()

Reinstatement ()

Withdrawal / Cancellation ()

Other (XXX) *****TRUST**

STATE FEES PREPAID WITH CHECK #2144 FOR \$350.00 /

PLEASE RETURN:

Certified Copy () / **Plain Stamped Copy (XXX)** /

Good Standing () / Certificate of Fact ()



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 19, 2021

CAPITOL SERVICES

SUBJECT: A. KAY DAVIS O'ROURKE REVOCABLE TRUST
Ref. Number: W21000036456

We have received your document for A. KAY DAVIS O'ROURKE REVOCABLE TRUST and your check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

A copy of the Trust must be attached to the Affidavit.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Neysa Culligan
Regulatory Specialist III

Letter Number: 621A00005793

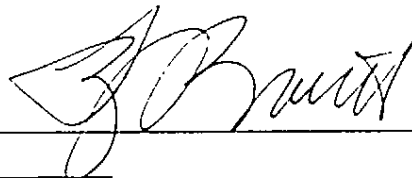
2021 MAR 22 PM 2:32

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE**

**A. KAY DAVIS O'ROURKE REVOCABLE TRUST
AGREEMENT OF 1994, DATED JULY 20, 1994, AS
AMENDED,
A FLORIDA TRUST**

In accordance with Section 609.02 of the Florida Statutes, the undersigned Co-Trustee of the A. KAY DAVIS O'ROURKE REVOCABLE TRUST AGREEMENT OF 1994, DATED JULY 20, 1994, AS AMENDED, a Florida Trust (the "Trust"), hereby affirms the following in order to file the A. KAY DAVIS O'ROURKE REVOCABLE TRUST AGREEMENT OF 1994, DATED JULY 20, 1994, AS AMENDED, in the State of Florida.

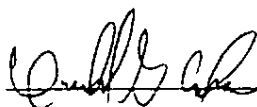
1. Two or more persons are named in the Trust.
2. The principal address is 17517 Mallard Court, Lutz, FL 33559.
3. The registered agent and street address in the State of Florida are Leslie J. Barnett, 601 Bayshore Boulevard, Suite 700, Tampa, FL 33606.
4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.



LESLIE J. BARNETT, Registered

Agent

5. I certify that the above statements are true and correct.



DONALD G. CROCKER, as Co-
Trustee

2001 MAR 22 PM 4:55
SECRETARY OF STATE
TAMPA, FLORIDA

FILED

Sworn and subscribed before me, by means of physical presence or online notarization, by DONALD G. CROCKER, as Co-Trustee of the Trust, who is personally known to me or has produced DRIVER LICENSE as identification on the 11th day of March, 2021.

(sign name)

Cecy Zugbi

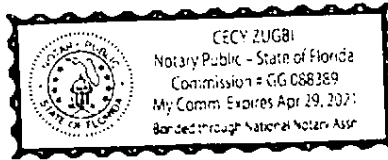
(print name)

CECY ZUGBI

NOTARY PUBLIC

My Commission Expires: 4/29/21

#1296917



FILED
2021 MAR 22 PM 4:55
COUNTY OF ST. JOHNS
FLORIDA

The original of this instrument is
located in the safe deposit box
BARNETT, BOLT, KIRKWOOD, LONG & ASSOCIATES
TAMPA, FLORIDA

FIRST AMENDMENT TO THE

A. KAY DAVIS O'ROURKE REVOCABLE TRUST AGREEMENT OF 1994

THIS FIRST AMENDMENT TO THE A. KAY DAVIS O'ROURKE REVOCABLE TRUST AGREEMENT OF 1994, dated the 20th day of July, 1994, is entered into this 15th day of March, 2011, by and between A. KAY DAVIS O'ROURKE, as the Grantor (the "Grantor"), and A. KAY DAVIS O'ROURKE, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, A. KAY DAVIS O'ROURKE did enter into that certain A. KAY DAVIS O'ROURKE REVOCABLE TRUST AGREEMENT OF 1994 (the "Trust") with FIRST UNION NATIONAL BANK OF FLORIDA (n/k/a WELLS FARGO BANK, N.A.), as Trustee, on the 20th day of July, 1994; and

WHEREAS, pursuant to paragraph A of Article IV of said Trust, the Grantor reserved the right to alter, amend, or revoke said Trust, at any time and from time to time, either in whole or in part, without the consent of the Trustee or any beneficiary, by written notice to the Trustee; and

WHEREAS, pursuant to paragraph A of Article XIV of said Trust, the Grantor reserved the power, without cause or reason and exercisable at any time and from time to time, to remove a Trustee and to appoint a successor Trustee upon thirty (30) days' notice by a written instrument signed by Grantor and mailed to the Trustee being removed; and

WHEREAS, Grantor, pursuant to paragraph A of Article XIV of said Trust, hereby removes WELLS FARGO BANK, N.A. as Trustee and appoints herself as the Trustee of said

Trust; and

WHEREAS, Grantor, pursuant to paragraph A of Article IV of said Trust, desires to amend said Trust.

NOW, THEREFORE, the Grantor, in accordance with the paragraph A of Article IV of said Trust, hereby amends said Trust as follows:

1. Article XIV of the Trust is hereby amended such that, as amended, it shall read in its entirety as follows:

Article XIV

Trustee Provisions

A. Resignation or Removal of Trustee. Each Trustee hereunder (whether originally designated herein or appointed as successor) shall have the right to resign at any time by giving thirty (30) days' written notice to that effect to the Grantor, if the Grantor is then living, the current qualified beneficiaries of the trusts, and the other co-trustees, if any, in accordance with the provisions of Section 736.0705, Florida Statutes, or any successor or replacement statute. During the Grantor's lifetime, the Grantor shall have the power, without cause or reason and exercisable at any time and from time to time, to appoint a successor Trustee in the event of the death of a Trustee or to remove a Trustee and to appoint a successor Trustee upon thirty (30) days' notice by a written instrument signed by Grantor and mailed to the Trustee being removed. If no successor Trustee is named in this Agreement or by Grantor, or if none undertakes to serve before the expiration of the thirty (30) day notice period, the resigning or removed Trustee may petition a court of competent jurisdiction to appoint a successor Trustee and to approve the resigning or removed Trustee's accountings. After Grantor's death, during the existence of any trust created hereunder, a majority in number of the current permissible income beneficiaries who are not under a legal disability shall have the right to remove the acting Trustee or one of them and appoint a successor Trustee who shall be that Successor Trustee named herein, and if none, or if such named Successor Trustee shall be unable or unwilling to serve, such successor Trustee must be a trust company or bank qualified to act as such in Florida, possessing trust powers and having assets under management of not less than one hundred million dollars. Said right of removal shall be continuing and shall be exercised by the beneficiaries serving the acting Trustee, or one of them, with written notice of his or her removal, which notice shall specify the successor Trustee and certify its willingness to serve as such and shall be executed in like manner as is required for the recording of a deed to real property in the State of Florida. Within sixty (60) days thereafter, the Trustee so removed shall institute proceedings for the settlement of its accounts and deliver all assets then held to its successor, whereupon it shall have full acquittance for all assets so delivered (subject to judicial settlement of its accounts) and shall have no further duties hereunder. After Grantor's death, if the automatic Successor Trustee named in this Agreement should fail to qualify or cease to act for any reason, or if any Trustee or successor Trustee resigns or should fail to qualify or cease to act for any reason, a

majority in interest of the persons then entitled to the income of the trusts created hereunder who are not under a legal disability shall select a successor Trustee by written agreement, and such successor Trustee shall be a trust company or bank organized under the laws of the United States or one of the states thereof (including Florida), possessing trust powers and having assets under management of not less than one hundred million dollars. If such persons fail to agree on the appointment of a successor Trustee, a court of competent jurisdiction shall appoint a successor Trustee and such successor Trustee shall be a trust company or bank organized under the laws of the United States or one of the states thereof (including Florida), possessing trust powers and having assets under management of not less than one hundred million dollars.

B. Action by Trustee. At any time that more than two Trustees are serving hereunder, any power vested in the Trustees shall be exercised by a majority of the Trustees. At any time that two Trustees are serving, their powers shall be exercised jointly. Notwithstanding the foregoing, at any time that the Grantor is serving as Trustee hereunder, and there is disagreement as to the exercise of any power vested in the Trustees, the judgment of the Grantor shall control. Any document or other written instrument necessary or appropriate to implement or evidence the exercise of any action or power granted to the Trustees hereunder shall be valid and binding upon the Trust upon being signed by any one Trustee and expressly shall not require the signature of all Trustees.

C. Successor Trustee. Upon Grantor's death, or if during the Grantor's lifetime, the Grantor becomes incapacitated or should fail or cease to act as Trustee for any reason, the Grantor shall automatically be succeeded by ^{KDOR} ~~Champ Wallace and Don Crucke~~ as successor Trustee, ~~and in the event that~~ ~~should fail to qualify or cease to act as Trustee for any reason, then~~ ~~shall serve as successor Trustee.~~ Any successor Trustee automatically shall have all the title, powers, and discretion herein given the original Trustee and automatically shall be vested with all the powers and duties of this Agreement without the necessity of any act, conveyance, or transfer; provided, however, any successor Trustee shall not be liable in any way for any acts or defaults of any predecessor Trustee, nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee, and the successor Trustee shall be liable only for its own acts and defaults in respect to the property received by it, and it is relieved of all duties it otherwise may have to examine into and satisfy itself as to the accounts of any predecessor Trustee.

D. Disinterested Trustee. If, after Grantor's death, an individual Trustee hereunder also is a beneficiary of any trust created by this Agreement or has a legal obligation to support any beneficiary of any trust created by this Agreement (or for whom a fund is held), then such Trustee shall be disqualified from exercising any discretion granted herein with respect to distributions or accumulations of income or principal of such trust or fund to himself or to the person he is obligated to support. The decision of the other Trustee or Trustees shall be binding upon the beneficiaries of any such trust or fund. This Paragraph shall apply only to the extent there is at least one other Trustee then serving who is not disqualified from exercising such discretion with respect to a beneficiary.

E. Multiple Trusts. If at any time the Trustee is trustee of two or more trusts, with substantially the same terms and benefiting the same individual or individuals, created by this

Agreement or by any other instrument made by the Grantor or by any other person, the Trustee may commingle the assets of such trusts and hold them as a single trust.

2. In all other respects, except as hereinabove amended, Grantor ratifies and confirms all of the provisions of Grantor's said Revocable Trust, as executed on the 20th day of July, 1994.

IN WITNESS WHEREOF the Grantor has signed this Agreement on this 15th day of March, 2011.


A. KAY DAVIS O'ROURKE

GRANTOR

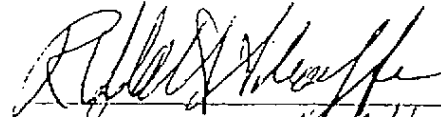
This instrument was signed, sealed, and published by the Grantor in our joint presence, and at Grantor's request we have signed our names as attesting witnesses in Grantor's presence and in the presence of each other this 15th day of March, 2011.

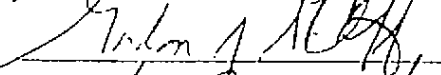
<u>Name</u>
<u>R. W. H. Hoffer</u>
<u>Patricia J. Hoffer</u>
<u>J. B. Smith</u>

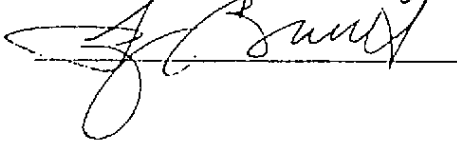
<u>Address</u>
<u>2111 DREW ST, CLEARWATER FL</u>
<u>1211 N. Westshore Blvd, Tampa, FL</u>
<u>Tampa FL</u>

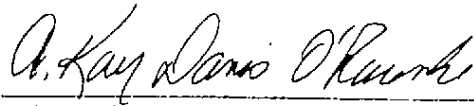
IN WITNESS WHEREOF the Trustee has accepted this Trust Agreement at
Tampa, Florida, on this 15 day of March, 2011.

Signed, sealed and delivered
in the presence of:









A. KAY DAVIS O'ROURKE

TRUSTEE

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I, A. KAY DAVIS O'ROURKE, as Grantor declare to the officer taking the Grantor's acknowledgment of this instrument, and to the subscribing witnesses, that the Grantor signed this instrument as the First Amendment to the Grantor's Revocable Trust

A. Kay Davis O'Rourke
A. KAY DAVIS O'ROURKE

We, R. Matt Schaffer, Gordon A. Schiff, and L.J. Barnett, have been sworn by the officer signing below, and declare to that officer on our oaths that the Grantor declared the instrument to be the First Amendment to the Grantor's Revocable Trust and signed it in our presence and that we each signed the instrument as a witness in the presence of the Grantor and of each other.

R. Matt Schaffer
Witness

Gordon A. Schiff
Witness

L.J. Barnett
Witness

Acknowledged and subscribed before me by A. KAY DAVIS O'ROURKE, the Grantor, who is personally known to me or who has produced _____ as identification, and sworn to and subscribed before me by the witness R. Matt Schaeffer, who is personally known to me or who has produced _____ as identification, witness Gordon Schiff, who is personally known to me or who has produced _____ as identification, and witness L.J. Barnett, who is personally known to me or who has produced _____ as identification, and subscribed by me in the presence of the Grantor and the subscribing witnesses, all on this 15th day of March, 2011.

NOTARY PUBLIC:

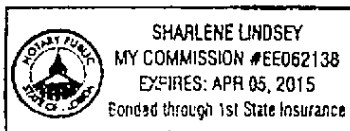
sign Sharlene Lindsey

print Sharlene Lindsey

State of Florida at Large (Seal)

My Commission Number is:

My Commission Expires:



The original of this instrument is located in the safe deposit box of

A. KAY DAVIS O'ROURKE FIRST UNION NATIONAL BANK
OF FLORIDA, Jacksonville, F
REVOCABLE TRUST AGREEMENT OF 1994

This is a Revocable Trust Agreement ("Agreement") made by and between A. KAY DAVIS O'ROURKE, as Grantor (the "Grantor"), of Hillsborough County, Florida, and FIRST UNION NATIONAL BANK OF FLORIDA, as Trustee (the "Trustee").

Article I

Original Trust Estate

The Grantor desiring to establish this Trust hereby conveys, assigns, and delivers to the Trustee all of the Grantor's right, title, and interest in the property listed in Schedule "A" to this Agreement, the receipt of which is hereby acknowledged by the Trustee, to have and to hold that property, together with any other property transferred to the Trustee under this Agreement (referred to collectively as the "trust estate"), in trust for the purposes stated in the following Articles.

Article II

Additional Property

Subject to the willingness of the Trustee to accept the assets, the Grantor or any other person has the right at any time and from time to time to add any other real or personal property to the principal of the trust estate by gift or devise. All additions shall be held, invested, administered, and distributed in accordance with the provisions of this Agreement, unless otherwise specifically provided in the conveyance to the trust.

Article III

Identification

A. Grantor is a single individual residing in Hillsborough County, Florida, as of the date of this Agreement.

B. Subject to the qualification of paragraph C of this Article III, the Grantor has four (4) children whose names are DONALD GRADY CROCKER, CHERIE KAY CROCKER WALLACE, DOUGLAS WORTH CROCKER, and CONNIE JEAN CROCKER MORGAN.

C. For all purposes of this Agreement, notwithstanding any contrary provision, the terms "child," "children," "lineal descendants," "heirs," "beneficiaries," "grandchild," "grandchildren," and similar terms used hereunder shall be interpreted to exclude the Grantor's daughter, CONNIE JEAN CROCKER MORGAN, and the lineal descendants of the Grantor's daughter, CONNIE JEAN CROCKER MORGAN. It is the Grantor's specific intent that the Grantor's daughter, CONNIE JEAN CROCKER MORGAN, and the children, lineal descendants, heirs, beneficiaries, devisees, and assigns of the Grantor's daughter, CONNIE JEAN CROCKER MORGAN, shall not receive any property distributed under this Agreement or receive any income or principal of any trust created herein.

Article IV

Rights Reserved by Grantor

A. Alteration, Revocation, or Amendment. Grantor reserves the right to alter, amend, or revoke this Agreement, at any time and from time to time, either in whole or in part, without the

consent of the Trustee or any beneficiary hereunder, by written notice to the Trustee to that effect. Grantor also reserves the right and power to withdraw any asset deposited hereunder without the consent of any beneficiary hereunder.

B. Grantor's Reserved Powers Over Trust Management.

1. If at any time during the continuance of this trust someone other than Grantor is serving as a Trustee hereunder, then the powers of the Trustee shall be subject to the limitation set forth in paragraph B.2 below, unless the Grantor waives such limitation in writing. In the event of such waiver, the Trustee shall have sole investment discretion over the Trust estate. The waiver may be revoked by the Grantor at any time which revocation shall reinstate the below limitation.

2. During Grantor's lifetime, except during any period of Grantor's incompetency or incapacity due to illness, or unless waived by the Grantor, the Trustee shall not sell, invest, or reinvest any part of the trust estate without delivering a written recommendation to the Grantor and obtaining the prior approval of Grantor, and the Trustee shall follow any written direction of Grantor with respect to the sale, investment, or reinvestment of the trust estate. Failure of Grantor to disapprove in writing a written recommendation by the Trustee within ten (10) days after the mailing thereof to Grantor shall constitute approval of the recommendation. The Trustee shall not be accountable for losses sustained because of action taken or not taken pursuant to the

exercise by Grantor of Grantor's power over the management of the trust estate as provided herein.

3. No person dealing with the Trustee need inquire whether or not the requirements of paragraph B of this Article IV have been complied with.

C. Personal to Grantor. No person (including a guardian or conservator of Grantor) other than Grantor may exercise any of the rights reserved to Grantor by the provisions of this Article IV.

Article V

Administration During Grantor's Lifetime

The Trustee shall hold, manage, invest, and reinvest the trust assets and shall collect and distribute such of the net income and principal of the trust to Grantor or any other person that Grantor may from time to time request. If the Grantor becomes incapacitated, for as long as the incapacity continues, the Trustee shall pay to or apply for the benefit of the Grantor or of Grantor's dependents such sums from the income or principal of the trust estate as the Trustee in its sole and absolute discretion deems appropriate for the care, support, comfort, maintenance, and general welfare of the Grantor or of Grantor's dependents, taking into consideration the standard of living to which the Grantor and Grantor's dependents are then accustomed. Such payments shall include, but are not limited to, direct payments: to any landlord, hotel keeper, hospital, or nursing home; for services rendered in connection with any medical or dental care; for any and all bills

for services rendered in furnishing food, clothing, transportation, educational expenses, legal services, or any other services needed or required, upon proper substantiation by those performing the services; and for preparation of returns and payment of any and all taxes which Grantor and Grantor's dependents may be obligated to pay under the provisions of any applicable state or federal law. Any payment or use of any portion of the income or principal of the trust estate for any of the purposes expressed herein shall not be subject to question by any person or by any court. For purposes of this Article V, the phrase "Grantor's dependents" shall mean and only include a minor child of the Grantor and a spouse of the Grantor for whom the Grantor has been appointed legal guardian.

Article VI

Administration After Grantor's Death

Upon Grantor's death, the trust estate (including assets added to the trust estate pursuant to Grantor's Will, by contract, operation of law, or otherwise) shall be administered and distributed in the following manner:

A. Payment of Liabilities of and Transactions With Grantor's Estate.

1. The Trustee shall pay, as soon as practicable and upon request either directly or to the Grantor's personal representative, such portions or all of the Grantor's debts, the costs and expenses of the Grantor's funeral and last illness, the claims allowed against the Grantor's estate, and the expenses of

administration of the Grantor's estate as Grantor's personal representative certifies to the Trustee in writing. The Trustee also shall pay, as soon as practicable and upon request either directly or to the Grantor's personal representative, such portions or all of the estate, inheritance, transfer, legacy, succession, or death taxes (plus all interest and penalties thereon) payable by reason of the Grantor's death, as Grantor's personal representative certifies to the Trustee in writing, but excluding the supplemental estate tax on certain qualified plan benefits imposed under section 4980A of the Internal Revenue Code, and excluding any tax imposed as a result of section 2041 or Chapter 13 of the Internal Revenue Code or a corresponding provision of state law. The Trustee may rely upon the correctness of any certification by the Grantor's personal representative and shall not incur any liability for making payments in reliance on that certification. All such taxes imposed as a result of the supplemental estate tax on certain qualified plan benefits under section 4980A of the Internal Revenue Code, or imposed as a result of section 2041 or a direct skip under Chapter 13 of the Internal Revenue Code or a corresponding provision of state law, shall be apportioned against and paid by the person or persons in possession of the property giving rise to such tax or benefitted thereby, in the manner provided by law. All such taxes imposed under Chapter 13 of the Internal Revenue Code or a corresponding provision of state law by reason of a transfer other than a direct skip, shall, unless the Grantor's Will otherwise provides, be paid from the principal of such trust, or

trusts, as applicable, in the manner provided by law. The term "direct skip" as used herein shall have the same meaning as that term has under Chapter 13 of the Internal Revenue Code, as amended, on the date of Grantor's death. All other such taxes, including interest and penalties, shall be paid without apportionment, as an expense of administration, to or for the account of the Grantor's personal representative, from the principal of the trust estate includible in Grantor's gross estate for federal estate tax purposes. All such costs and expenses directed to be paid by the Trustee hereunder shall be paid from the principal of the trust estate includible in Grantor's gross estate for federal estate tax purposes without apportionment as an expense of administration. Subject to the direction of the two preceding sentences, it is the Grantor's specific intent and direction that no such costs, expenses, taxes, interest, or penalties shall be charged to or paid from any interests that qualify for federal estate tax deductions or that are otherwise excludible from Grantor's gross estate for federal estate tax purposes. Any provision of this Agreement to the contrary notwithstanding, the Trustee is specifically directed to use in payment of the federal estate tax any U.S. Treasury Bonds that were owned by the Grantor at the time of Grantor's death or that were treated as part of the Grantor's gross estate under the rules contained in section 306.28 of the Treasury Department Circular No. 300, Revised, and that are redeemable at par for payment of all applicable federal estate taxes.

2. The Trustee may, in its sole and absolute judgment and discretion, without regard to whether it may also be serving at such time as personal representative of Grantor's estate, purchase on behalf of this trust estate any property belonging to Grantor's estate, or make loans or advancements, secured or unsecured, to the personal representative thereof in order to provide funds with which to pay any other claim or indebtedness of Grantor's estate not specifically described in this Article VI. Any such purchases, loans, and advancements shall be made upon such terms and conditions as the Trustee, in its sole and absolute judgment and discretion, shall deem appropriate; provided, however, that any such purchase of assets shall be for an adequate consideration. The Trustee shall not be liable for any loss to the trust estate by reason of acting in accordance with this Article VI, except only for its own gross neglect or willful misconduct.

B. Residuary Estate. Upon Grantor's death, the Trustee shall divide the remaining assets of the trust estate, together with all additions thereto, if any, from whatever source, into equal shares, one share for each then living child of the Grantor, and one share for the then living lineal descendants, collectively, of each deceased child of the Grantor, and the Trustee shall further divide each share established for the then living lineal descendants of a deceased child of the Grantor among such then living lineal descendants, per stirpes, and if none of the Grantor's lineal descendants shall then be living, then upon the happening of such event, such property shall be distributed to the

Grantor's heirs at law in accordance with the laws of descent and distribution then in effect in the State of Florida, the identity of such heirs to be determined as of the date of the Grantor's death. Each share established under paragraph B of this Article VI for a then living child of the Grantor shall be held in a separate trust and administered in accordance with the provisions of paragraph C of this Article VI. Each share established under paragraph B of this Article VI for a beneficiary other than a then living child of the Grantor shall be distributed to such beneficiary, outright and in fee (except as otherwise provided under Article VII hereunder).

C. Trust Established for a Child of the Grantor. Each trust share established under this Agreement for a then living child of the Grantor, together with all additions thereto from whatever source derived, shall be held, managed, invested and reinvested, and distributed or partly distributed as follows:

1. The Trustee is authorized to pay to or apply for the benefit of a child of the Grantor all or any portion of the principal or net income of such child's trust at such times and in such manner as the Trustee may deem advisable in the Trustee's sole and absolute discretion to provide for the health, support, maintenance, and education of such child, and any net income not so distributed shall periodically be added to and commingled with the principal of such trust. In determining the amount, if any, of such principal that is to be paid to or applied for the benefit of such child the Trustee shall be required to take into consideration

such child's income or capital resources from any source, and the Trustee's determination shall be conclusive on the advisability of any disbursement.

2. In addition, the Trustee shall distribute the principal of a trust established for a child of the Grantor to such child as follows: (a) upon the date that is the ten (10) year anniversary of the date of the Grantor's death, the Trustee shall distribute one-third of the then remaining principal of such child's trust to such child outright and in fee; (b) upon the date that is the fifteen (15) year anniversary of the date of the Grantor's death, the Trustee shall distribute one-half of the then remaining principal of such child's trust to such child outright and in fee; and (c) upon the date that is the twenty (20) year anniversary of the date of the Grantor's death, such child's trust shall terminate and the Trustee shall distribute all the remaining principal of such child's trust to such child outright and in fee.

3. Upon the death of a child of the Grantor for whom a trust has been set apart under paragraph C of this Article VI and prior to the complete termination of such trust, the Trustee shall distribute any undistributed income and the principal of such child's trust to the then living lineal descendants of such child, per stirpes, and if there be none, then in like manner to the Grantor's then living lineal descendants, and if none shall then be living, then upon the happening of such event, such property shall be distributed to the Grantor's heirs at law as determined in accordance with the laws of descent and distribution then in effect

in the State of Florida, the identity of such heirs to be determined as though the Grantor had died upon the happening of such event. Each share established for a beneficiary under paragraph C.3 of this Article VI shall be distributed to such beneficiary outright and in fee (unless otherwise provided under Article VII hereunder); provided, however, that the share of any beneficiary for whose primary benefit another trust is then being held under paragraph C of this Article VI shall be added to and commingled with the other trust and held, or partly held and partly distributed, or distributed, as if it had been an original part of such other trust.

Article VII

Benefits Payable to Persons Under Thirty

If any beneficiary other than a then living child of the Grantor shall be under thirty (30) years of age at the time the principal of any trust is required to be distributed to him or her under the above provisions, although his or her interest shall immediately vest, the share of such beneficiary shall be retained in trust by the Trustee until such beneficiary attains such age. During such time, the Trustee shall pay to such beneficiary or expend on his or her behalf so much of the net income and principal of that particular fund as the Trustee may deem advisable to provide properly for such beneficiary's maintenance, health, education, and support and shall incorporate any income not so disbursed into the principal of the fund. Upon such beneficiary

attaining the age of twenty-one (21) years, the Trustee shall pay to or apply for the benefit of such beneficiary all of the net income of such beneficiary's trust and such payments shall be in convenient installments at least as often as quarterly. When such beneficiary shall attain the age of thirty (30) years, or sooner dies, the trust shall terminate as to such beneficiary and the Trustee shall distribute such beneficiary's fund to such beneficiary, outright and in fee, or to the estate of said beneficiary if such beneficiary dies before attaining the age of thirty (30) years. This Article VII shall be effective only and limited in duration to the extent that it does not result in any violation of any applicable rule against perpetuities or similar law.

Article VIII

Survival

If any beneficiary hereunder shall die within sixty (60) days after the death of the Grantor, such beneficiary shall be deemed to have predeceased the Grantor, and all provisions of this Agreement shall be construed upon that assumption.

Article IX

Spendthrift Provisions

No beneficiary of any trust created by this Agreement shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate, or encumber his or her interest in the trust in

any way; nor shall any interest in any manner be liable for or subject to the debts, liabilities, or obligations of any beneficiary or claims of any sort against any beneficiary.

Article X

Determination of Incapacity

For purposes of this Agreement, the determination of whether or not the Grantor is incapacitated shall be made by Grantor's then attending physician, which determination shall be delivered in writing to the Trustee. The Trustee shall be authorized to rely absolutely on any such written determination received by the Trustee, or reasonably believed by the Trustee to have been signed by the then attending physician, until like determination to the contrary is received by the Trustee from the Grantor's then attending physician, or until like determination to the contrary is made by a court of competent jurisdiction.

Article XI

Death Benefits

Death benefits of any kind, including, but not limited to, proceeds of an individual life insurance policy, a group life insurance policy, a qualified employee's trust or under a contract purchased by a qualified employee's trust forming part of a qualified pension, stock bonus, or profit sharing plan, an annuity or endowment contract, and a health and accident policy, if made payable to the Trustee, shall be held, administered, and disposed

of in accordance with the terms of the trusts created by this Agreement. Such death benefits payable to the Trustee shall not be subject to any obligation to pay estate, inheritance, transfer, legacy, succession, or death taxes or any other debts, charges, or liabilities enforceable against Grantor's estate to any greater extent than if such proceeds were payable directly to the beneficiaries of the trusts.

Article XII

Annual Accountings

The Trustee shall furnish formal monthly statements, based upon either a fiscal or calendar year accounting period, to each person then entitled to the income who is not under a legal disability, showing the property held in trust for the benefit of that person at the close of the accounting period and all receipts and disbursements made during that period. For any period, the Trustee shall be released and discharged, as against such person, of and from any and every claim, demand, reckoning, and liability of every kind and nature whatsoever arising from or in any manner connected with any trust created by this Agreement, or any fund held hereunder, except as to any matter as to which such person within six (6) months after the delivery to him or her of such statement gives notice in writing to the Trustee that he or she objects and specifies in the notice the grounds of his or her objections or commences an appropriate action or proceeding against the Trustee.

Article XIII

Duration of Trusts

Notwithstanding anything herein to the contrary, the trusts created hereunder shall terminate not later than twenty-one (21) years after the death of the last to die of Grantor's descendants who were living on the date of Grantor's death. At the end of such period, all such trusts shall terminate and the Trustee shall distribute the undistributed income and principal of such trusts to the then current income beneficiaries in the proportions as they are receiving the income therefrom, and if the proportions are not specified, in equal shares to such beneficiaries.

Article XIV

Trustee Provisions

A. Resignation or Removal of Trustee. Any Trustee or successor Trustee may resign as Trustee of any trust created under this Agreement without court approval, upon thirty (30) days' notice by a written instrument signed by it and mailed to Grantor, or, if Grantor is not then living, to the persons then entitled to the income of the trusts created by this Agreement and to any successor Trustee named in this Agreement. During the Grantor's lifetime, the Grantor shall have the power, without cause or reason and exercisable at any time and from time to time, to appoint a successor Trustee in the event of the death of a Trustee or to remove a Trustee and to appoint a successor Trustee upon thirty (30) days' notice by a written instrument signed by Grantor and

mailed to the Trustee being removed. If no successor Trustee is named in this Agreement or by Grantor, or if none undertakes to serve before the expiration of the thirty (30) day notice period, the resigning or removed Trustee may petition a court of competent jurisdiction to appoint a successor Trustee and to approve the resigning or removed Trustee's accountings. Grantor's spouse, if any, shall not serve as sole Trustee hereunder.

B. Action by Multiple Trustees. At any time that more than two Trustees are serving hereunder, any power vested in the Trustees shall be exercised by a majority of the Trustees. At any time that two Trustees are serving, their powers shall be exercised jointly. Notwithstanding the foregoing, at any time that the Grantor is serving as Trustee hereunder, and there is disagreement as to the exercise of any power vested in the Trustees, the judgment of the Grantor shall control.

C. Successor Trustee. After the death of Grantor, the Trustee hereunder shall have the right to resign at any time by giving thirty (30) days' written notice to that effect to the current income beneficiary (or beneficiaries) of the trusts who are sui juris. Thereafter, if no successor Trustee is named herein or if such Successor Trustee is unable or unwilling to serve, then such beneficiary (or a majority of such beneficiaries who are sui juris) shall have the right within such thirty (30) day period to appoint a successor Trustee and shall notify the then serving Trustee of such appointment. Such successor Trustee must be a trust company or bank organized under the laws of the United States

or one of the states thereof (including Florida) possessing trust powers and having a combined capital and surplus of not less than fifteen million dollars. In the event the current income beneficiary (or beneficiaries who are sui juris) shall fail to designate a successor Trustee within the time specified, the then acting Trustee may apply to a court of competent jurisdiction, for leave to resign, for the appointment of a successor, and the judicial settlement of its accounts. Any successor Trustee automatically shall have all the title, powers, and discretion herein given the original Trustee and automatically shall be vested with all the powers and duties of this trust without the necessity of any act, conveyance, or transfer; provided, however, any successor Trustee shall not be liable in any way for any acts or defaults of any predecessor Trustee, nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee, and the successor Trustee shall be liable only for its own acts and defaults in respect to the property received by it, and it is relieved of all duties it otherwise may have to examine into and satisfy itself as to the accounts of any predecessor Trustee.

D. Disinterested Trustee. If, after Grantor's death, an individual Trustee hereunder also is a beneficiary of any trust created by this Agreement or has a legal obligation to support any beneficiary of any trust created by this Agreement (or for whom a fund is held), then such Trustee shall be disqualified from exercising any discretion granted herein with respect to

distributions or accumulations of income or principal of such trust or fund to himself or to the person he or she is obligated to support. The decision of the other Trustee or Trustees shall be binding upon the beneficiaries of any such trust or fund. This Paragraph shall apply only to the extent there is at least one other Trustee then serving who is not disqualified from exercising such discretion with respect to a beneficiary.

E. Multiple Trusts. If at any time the Trustee is Trustee of two or more trusts, with the identical inclusion ratios for federal generation-skipping tax purposes, and with substantially the same terms and benefiting the same individual or individuals, created by this Agreement or by any other instrument made by the Grantor or by any other person, the Trustee may commingle the assets of such trusts and hold them as a single trust.

Article XV

Minimum Funding

If the aggregate value of the assets available for the establishment of any trust created in this Agreement shall be less than \$10,000, or, if during the administration of any trust hereunder, the principal assets of such trust shall be less than \$10,000, the Grantor directs that such trust shall not be established or shall terminate, as the case may be, and the assets which are in or would have been distributed to such trust be distributed instead to the beneficiaries who are then or would have been entitled to receive the income from said trust, and in the

same proportions as they are or would have been entitled to such income, absolutely free from trust.

Article XVI

Waiver of Qualification

In respect to the trusts created hereunder, the Grantor hereby waives compliance by the Trustee with the provisions of any statute (as currently constituted or hereafter amended in any jurisdiction) or with any other law, requiring qualification, administration, or accounting by such Trustee to any court.

Article XVII

Trustee's Compensation

During the Grantor's lifetime, the Trustee shall be entitled to compensation, if any, as agreed between Grantor and Trustee. After Grantor's death, the Trustee shall be entitled to reasonable compensation for its services rendered in the administration of the trusts created by this Agreement in accordance with its schedule of fees in effect when such services are performed.

Article XVIII

Trustee's Powers

Subject to the powers retained by the Grantor, the Trustee, and any successor Trustee, shall have fullest power to deal with any property held in the trust estate, which may be exercised without the prior or subsequent approval of any court or judicial

authority, at all times. No persons dealing with the Trustee shall be required to inquire into the propriety of any of its actions, or to inquire into the application of any funds or any property it may receive. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiaries of the trusts created hereunder. Without in any way limiting the generality of the foregoing, the Trustee (hereafter referred to as the "fiduciary," singularly or collectively as the case may be) shall have the following specific powers in addition to any other powers conferred by law:

A. To hold funds uninvested in such amounts as the fiduciary may deem appropriate, and to invest in such assets as the fiduciary shall deem advisable even though they are not technically recognized as legal investments for fiduciaries, including, but not limited to, real estate, leaseholds, or groves, without responsibility for depreciation or loss by or on account of such investments.

B. To retain the original assets received by the fiduciary for such time as the fiduciary shall deem best, and to dispose of such assets by sale, exchange, or otherwise, as and when the fiduciary shall deem advisable. Grantor waives the provisions of section 738.12, Florida Statutes (1993), with regard to such original assets. Unless the Grantor otherwise directs the Trustee in writing, the Trustee is specifically directed to continue to hold to the greatest extent possible the shares of common stock of Winn-Dixie Stores, Inc., and DDI, Inc., (and any other asset or assets as the Grantor may direct in writing) owned by the Grantor at the time of Grantor's death or owned by this Trust during the Grantor's lifetime or at any other time regardless of lack of diversification, risk, non-productivity, or concentration; provided, however, if it is necessary to liquidate these assets to pay funeral and administrative expenses and federal estate taxes, or other expenses, then said shares shall to the extent possible first be sold to members of the Davis family or trustees of trusts held for their benefit before being sold to members of the general public. The fiduciary shall not retain any stock in an "S corporation" as that term is defined in section 1361(a)(1) of the Internal Revenue Code, if such retention would cause the termination of that particular corporation's "S" election.

C. To invest in common trust funds administered by any corporate fiduciary.

D. To perform in a fiduciary capacity any act and make any and all decisions or elections under state laws or under the Internal Revenue Code, including, but not limited to, joining in the filing of income and gift tax returns with a surviving spouse, if any, claiming the whole or any part of the expenses of administration as income tax deductions, selecting taxable years, and dates of distribution. The fiduciary is excused from making equitable adjustments among affected beneficiaries.

E. To expend such funds as the fiduciary may deem proper for the preservation and maintenance of assets.

F. To employ and compensate attorneys, accountants, managers, agents, assistants, and advisors and to do so without liability for any act of such persons so long as such persons are selected and retained by the exercise of reasonable care.

G. To execute deeds, leases, contracts, bills of sale, notes, and other written instruments convenient in the administration of any trust created by this Agreement.

H. To establish and maintain reasonable reserves for depreciation on property subject to depreciation under generally accepted accounting principles as a charge against income and a credit to principal.

I. To apply any sum that is payable to or for the benefit of an infant or an incompetent, or any person who in the judgment of the fiduciary is incapable of making proper disposition thereof, by payments directly to such beneficiary, by payments in discharge of the beneficiary's bills, or by payments to anyone with whom the beneficiary resides or who has the care or custody of the beneficiary, temporarily or permanently, all without the intervention of any guardian, committee, or like fiduciary. The receipt of anyone to whom payment is so made shall be a complete discharge to the fiduciary. The fiduciary may apply any such sum without regard to other resources that the beneficiary may have or the duty of any other person to support the beneficiary, and the fiduciary shall have no obligation to see to the further application of such sum.

J. To make any division or distribution under the terms hereof in money or in kind, or both, without allocating the same kind of property to all shares or distributees, without regard to the income tax basis of such assets and without regard to any law related to proportionality of distribution. Any such division or distribution made shall be binding and conclusive on all parties, and the fiduciary is hereby excused from any duty of impartiality with respect to any such division or distribution.

K. To hold any assets in the name of a nominee with or without disclosing the fiduciary relationship, or to hold such property unregistered, but without thereby increasing or decreasing the fiduciary's liability.

L. To borrow money for the benefit of any trust created by this Agreement and secure the same by collateral, mortgage, or otherwise.

M. To compromise, arbitrate, or otherwise adjust claims in favor of or against any trust created by this Agreement.

N. To participate in and consummate the liquidation, reorganization, consolidation, or other financial readjustment of any corporation or business in which any trust created under this Agreement shall be financially interested.

O. To vote and exercise all rights and options, or empower another to vote and exercise such rights and options, concerning any corporate stock, securities, or other assets at any time owned by any trust created by this Agreement, and to enter into proxies and such other agreements or subscriptions as the fiduciary may deem advisable.

P. To buy, sell, exchange, or lease any assets of any trust created by this Agreement publicly or privately, for cash or on time, without order of court, and upon such terms and conditions as the fiduciary deems advisable. Any lease so made shall be valid and binding for its full term even though it extends beyond the duration of administration of any trust created by this Agreement.

Q. To exercise all powers herein, notwithstanding that the fiduciary may also be acting individually, or as a fiduciary of other estates or trusts, or as agent for another person or corporation interested in the same matters; provided, however, the fiduciary shall exercise such powers at all times in a fiduciary capacity primarily in the interest of the beneficiaries hereunder.

R. To determine, in a fiduciary capacity, the manner in which the expenses incidental to or in connection with the administration of any trust created hereunder shall be apportioned as between principal and income. The fiduciary is relieved of the duty of impartiality between income beneficiaries and remaindermen, and shall consider the welfare of the current income beneficiaries paramount and that of remaindermen secondary; the fiduciary shall not be answerable to any subsequent beneficiary for anything done or omitted in favor of a current income beneficiary.

S. To make cash advances or loans to beneficiaries with or without security.

T. To carry insurance against such risks, for such amounts, and on such terms as the fiduciary may determine, with mutual insurers or otherwise.

U. To borrow or lend money, or sell or purchase assets to or from Grantor's spouse, if any, or Grantor's spouse's estate, at such rates of interest, at such prices, and upon such terms and conditions as the fiduciary deems advisable without liability or responsibility for any want of income or loss or diminution to the principal of any trust created hereunder.

V. To abandon, in any way, property which the fiduciary determines not to be worth protecting.

W. To receive as an addition to a trust any property, if acceptable to the fiduciary, that anyone may request be added to it.

X. If Grantor's spouse, if any, shall serve as fiduciary hereunder, and if the assets of the trust estate shall be comprised of any insurance policy or policies on the life of the Grantor's spouse, then the Grantor's spouse, individually and as fiduciary, shall have no incidents of ownership in said policy or policies including by way of example and not by way of limitation, the right to surrender said policies for their cash values, borrow the cash value, change the beneficiaries, elect settlement options and the like. This restriction of powers shall not be applicable, however, to any other fiduciary serving hereunder at any time.

Y. If the Grantor has made arrangements for the sale or disposition of any business interests that Grantor may own at the time of Grantor's death and whether operated in the form of a sole proprietorship, partnership, or corporation, then the fiduciary shall carry out such agreement or agreements as expeditiously as possible. Otherwise, the fiduciary may continue to hold any such business interests for such period as the fiduciary may deem advisable, regardless of whether such business interest is of a class or diversification authorized by law for the investment of trust funds, and to operate as a sole proprietorship or as a partnership or corporation such business interests and any other business interest that may be acquired by any trust created hereunder and to do any and all things necessary or appropriate for the management and operation of such business interests, including, but not limited to, in addition to the other powers and authority conferred by law or contained in this Article, the following powers:

1. To control, direct, and manage the business directly or to delegate all or any part of its power to supervise and operate, to such person or persons as the fiduciary may select, including any associate, partner, officer, or employee of the business.

2. To hire and discharge officers and employees, fix their compensation, and define their duties; and similarly to employ, compensate, and discharge agents, attorneys, consultants, accountants, and such other representatives as the fiduciary may deem appropriate, including the authority and power to employ any beneficiary in any of the foregoing capacities.

3. To make or obtain loans or advances on such conditions, at such rates of interest, and for such business purposes as may be deemed advisable; provided, however, non-business assets of any trust created hereunder shall not be invested in or loaned to or otherwise committed to any such business.

4. To take any action required to convert any corporation into a partnership or sole proprietorship or to organize a corporation under the laws of this or any other state and to transfer thereto all or any part of the business or interests and to receive in exchange therefor such stocks, bonds, and other securities as may be deemed advisable.

5. To treat the business as an entity separate from any trust created hereunder and in accountings to the beneficiaries, the fiduciary shall only be required to report the earnings and condition of the business in accordance with standard accounting practices.

6. To retain in the business operated as a sole proprietorship or partnership such amount of the net earnings for working capital and other purposes of the business as the fiduciary may deem advisable in conformity with sound business practice; provided, however, this paragraph 6 shall not apply to any trust intended to qualify for the federal estate tax marital deduction.

7. To sell or liquidate all or part of any business at such time and price and upon such terms and conditions (including credit) as the fiduciary may determine, including the authority and power to make such sale to any partner, officer, or employee of the business or to any beneficiary hereunder and to employ brokers or agents for such purposes.

8. To acquire additional interests in such business and to diminish, enlarge, or change the scope or nature of the activities of any business.

9. The Grantor is aware that certain risks are inherent in the operation of any business and in determining any question of liability for losses, it should be considered that the fiduciary is engaging in a speculative enterprise at the Grantor's express request.

Z. To continue to hold any real property or interests therein which are transferred by the Grantor or from the Grantor's estate to any trust created hereunder, in the same manner as if the absolute owner thereof, and whether held in fee, as lessee, or lessor, or jointly as a joint tenant or a partner for such period as the fiduciary may deem advisable and regardless of whether such real property is of a class or diversification authorized by law for the investment of trust funds, and to operate as a sole proprietorship or as a partnership or corporation such real property and any other real property which may be acquired by any trust created hereunder and to do any and all things necessary or appropriate for the management and operation of real property, including, but not limited to, in addition to the other powers and authority conferred by law or contained in this Article, the following powers:

1. To manage or develop any real property in such manner as the fiduciary may determine; to sell, transfer, or exchange any such real property upon such terms and conditions as may be deemed advisable; to make, renew, or modify leases on such property for such rentals and on such terms as the fiduciary may determine, irrespective of whether the term of any such lease may extend beyond the administration of any trust created hereunder; to erect buildings or improvements thereon, to abandon such property, to adjust boundaries, to partition and pay sums necessary to equalize such partition, to erect or demolish buildings thereon, to convert for a different use, to dedicate for public use without compensation, to grant easements, to waive payment for property taken by right of eminent domain, to insure for any or all risks, to grant options, to enter party wall contracts, to protect out of the general funds of any trust created hereunder, to insure or perfect title, and to charge the costs of any action taken with regard to any such real property to principal or income as the fiduciary may determine.

2. To make all ordinary repairs on any real property and such extraordinary repairs, alterations, or improvements as the fiduciary may deem advisable, and to charge all ordinary repairs against the income and all extraordinary repairs, alterations, or improvements against the principal of which the property being repaired, altered, or improved forms a part.

3. To mortgage such property in such amount or otherwise obtain loans or advances, on such conditions, and such rates of interest as may be deemed advisable or to modify, renew, subordinate, or extend any such mortgage; provided, however, other assets of any trust created hereunder shall not be invested in or loaned to or otherwise committed to any such business.

4. With respect to any real property which is damaged or destroyed, whether by fire, storm, or otherwise, to repair or rebuild such property in such manner as the fiduciary may

determine, using the proceeds of any insurance which may become available as a result of such damage or destruction, or, to the extent that such insurance is not sufficient, principal or income as may be advisable.

5. To set up such reserves out of income, as the fiduciary may determine, for taxes, assessments, repairs, depreciation and general upkeep on real property; provided, however, this paragraph 5 shall not apply to any trust intended to qualify for the federal estate tax marital deduction.

6. To hire agents to operate and manage any real property, or any interest therein, and to employ brokers or agents to sell or otherwise dispose of any real property or any part thereof.

7. To take any action required to convert any corporation into a partnership or sole proprietorship or to organize a corporation under the laws of this or any other state and to transfer thereto all or any part of the real property, and to receive in exchange therefor such stocks, bonds, and other securities as may be deemed advisable.

8. To treat the real property development as an entity separate from any trust created hereunder and in accountings to the beneficiaries, the fiduciary shall only be required to report the earnings and condition of the real property in accordance with standard accounting practices.

9. The Grantor is aware that certain risks are inherent in the operation of any real property and in determining any question of liability for losses, it should be considered that the fiduciary is engaging in a speculative enterprise at the Grantor's express request.

Article XIX

Notice of Right to Disclaim

The Trustee is hereby directed to notify, in writing, each vested remainderman described herein of his or her interest hereunder within six (6) months of the date of Grantor's death so that said vested remainderman may have the opportunity to disclaim his or her interest pursuant to the terms of section 2518 of the Internal Revenue Code.

Article XX

Afterborn or Adopted Children

The provisions of this Agreement are made in contemplation of the possible birth or adoption of a child or children or other lineal descendants of the Grantor and shall not be revoked by any such event, and except as otherwise provided under paragraph C of Article III hereunder, the terms "lineal descendants," "child," "children," and "beneficiary" used herein shall include the current children or lineal descendants of the Grantor and any children or lineal descendants of the Grantor that may hereafter be born or adopted.

Article XXI

Definition of Term Per Stirpes

Except as provided under paragraph C of Article III herein, for all purposes of this Agreement, the term "per stirpes" shall be interpreted to cause the property to be divided into a number of shares equal to the number, determined at the time of division, of surviving lineal descendants of the person in the nearest degree of kinship and deceased lineal descendants in the same degree of kinship who left lineal descendants then surviving, and each surviving lineal descendant in the nearest degree shall receive one share and the share of each deceased lineal descendant in the same degree shall be divided among such deceased lineal descendant's lineal descendants in the same manner.

Article XXII

Governing Law

This Agreement shall be governed by, and administered in accordance with, the laws of the State of Florida, notwithstanding that the Trustee or any of the beneficiaries may reside elsewhere. The place of administration shall be Hillsborough County, Florida; provided, however, the Trustee shall have the discretion to move the place of administration to another jurisdiction to facilitate the administration of the trust.

Article XXIII

Corporate Fiduciary

In the event that any corporate fiduciary herein named shall hereafter merge or consolidate, then the corporation created by such merger or consolidation shall act as Trustee hereunder and in such capacity shall possess and exercise all powers and authority herein conferred to such corporate fiduciary's predecessor.

Article XXIV

Miscellaneous

The parties further agree as follows:

A. The Grantor shall execute such further instruments as shall be necessary to vest the Trustee with full legal title to the property transferred to it under this Agreement.

B. This Agreement shall extend to and shall be binding upon the personal representative, successors, and assigns of the Grantor and of the Trustee.

C. The paragraph headings or designations used throughout this Agreement have been inserted solely for convenience in reference and shall in no way be taken to limit or extend the natural and proper construction or meaning of the language employed within the paragraph.

D. To the same effect as if it were the original, anyone may rely upon a copy certified by the Trustee to be a true copy of this instrument and of the writings, if any, endorsed on or attached thereto and kept by the Trustee.

E. Any reference made in this Agreement to any gender shall be deemed to include either masculine or feminine, as appropriate, and any reference to any number shall be deemed to include both singular and plural where the context of the provisions of this Agreement shall permit or require.

F. Unless otherwise stated, all statutory references in this Agreement are to sections of the Internal Revenue Code of 1986, as amended, and include any corresponding provisions of the federal tax law that may, from time to time, be in effect.

G. This Agreement shall be known, designated, and referred to as the A. KAY DAVIS O'ROURKE REVOCABLE TRUST AGREEMENT OF 1994. The Trustee may register any property becoming a part of the principal of the trust by registering the same in the name of the "A. KAY DAVIS O'ROURKE REVOCABLE TRUST AGREEMENT OF 1994" or in the


name or names of any one or more of the Trustees, with or without reference to the Agreement. Any property registered in the name "A. KAY DAVIS O'ROURKE REVOCABLE TRUST AGREEMENT OF 1994" and any funds in any depository or bank account of the trust may be disbursed, transferred, assigned, or conveyed by instrument signed by any Trustee. Any property held in the name of the Trustee or a nominee "as Trustee" or "as nominee," without further reference to the trust, may be transferred or conveyed by signature of the Trustee, Trustees, or nominee in whose name such property is registered. Any property registered in the foregoing manner shall nevertheless be carried on the books of account and records of the trust as trust property and all discretionary decisions with regard to said property shall be made as otherwise provided herein. All persons dealing with the Trustee may rely upon any instrument signed in accordance with the foregoing without duty or responsibility to ascertain the application of any funds paid over by him or her. The Trustee, by the Trustee's signature hereto, accepts the trust hereby created.

Executed at Tampa, Florida, this 20th day of July, 1994.


A. KAY DAVIS O'ROURKE

GRANTOR

FIRST UNION NATIONAL BANK OF FLORIDA

By: 
Its: VICE PRESIDENT & TRUST OFFICER

TRUSTEE

This instrument was signed, sealed, and published by the Grantor in our joint presence, and at Grantor's request we have signed our names as attesting witnesses in Grantor's presence and in the presence of each other this 20th day of July, 1994.

<u>Name</u>	<u>Address</u>
<u>[Signature]</u>	<u>Tampa, FL</u>
<u>[Signature]</u>	<u>Tampa, FL</u>
<u>[Signature]</u>	<u>Tampa, FL</u>

STATE OF FLORIDA
COUNTY OF Hillsborough

We, L. J. Barnett, Annie Thornton,
Mari L.R. Sallaberry-Mallicote and A. KAY DAVIS O'ROURKE, the witnesses
and Grantor, respectively, whose names are signed to the attached
or foregoing instrument, having been sworn, declared to the
undersigned officer that the Grantor, in the presence of the
witnesses, signed the instrument as Grantor, that Grantor signed,
and that each of the witnesses, in the presence of the Grantor and
in the presence of each other, signed the instrument as a witness.

A. Kay Davis O'Rourke
A. KAY DAVIS O'ROURKE

L. J. Barnett
Witness

Annie Thornton
Witness

Mari Sallaberry Mallicote
Witness

Sworn to, acknowledged, and subscribed before me on this 20th
day of July, 1994, by A. KAY DAVIS O'ROURKE, the
Grantor, and by L. J. Barnett, Annie Thornton
Mari L.R. Sallaberry Mallicote, the witnesses, who are
either personally known to me or produced a Florida driver's
license as identification and who did take an oath.

NOTARY PUBLIC:

sign

Karen J. Karsnak

print

KAREN J. KARSNAK

State of Florida at Large (Seal)

My Commission Number Is:

My Commission Expires:



KAREN J. KARSNAK
MY COMMISSION # CC269766 EXPIRES
April 17, 1997
BONDED THRU TRICY FAIR INSURANCE, INC.

SCHEDULE A

TO THE A. KAY DAVIS O'ROURKE
REVOCABLE TRUST AGREEMENT OF 1994

Proceeds of THE ALICE DAVIS CROCKER TRUST
created pursuant to that certain Irrevocable
Trust Agreement entered into between M. Austin
Davis, as Grantor, and the Atlantic National
Bank of Jacksonville, as Trustee, on the 27th
day of December, 1960, Account Number
4019000630.

Receipt Acknowledged this 28TH
day of JULY 1994



Trustee

VILE PRESIDENT & TRUST OFFICER

C: /MDM/TRUST/O9062.RT