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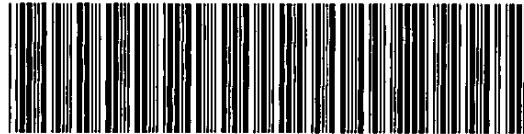
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06 JUL -5 PM 4:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D. WHITE JUL -5 2006

TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: The George & Michelle Gonzalez Family Dynasty Trust

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: Sebaly, Shillito & Dyer c/o Megan Jones, Paralegal

Name (Printed or typed)

1900 Kettering Tower

Address

Dayton, OH 45423

City, State & Zip

(937) 222-2500

Daytime Telephone number



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 27, 2006

SEBALY, SHILLITO & DYER C/O MEGAN JONES, PARALEGAL
1900 KETTERING TOWER
DAYTON, OH 45423

SUBJECT: THE GEORGE & MICHELLE GONZALEZ FAMILY
Ref. Number: W06000028925

We have received your document for THE GEORGE & MICHELLE GONZALEZ FAMILY and your check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Each Declaration of Trust must be in compliance with chapter 609, Florida Statutes. The Declaration of Trust must be sworn to by the Chairman of the Board as being a true and correct copy and must be notarized.

Please return the original and one copy of 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) 245-6933.

Dale White
Document Specialist
New Filing Section

Letter Number: 006A00042356

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

The George & Michelle Gonzalez Family Dynasty Trust

A Revocable **TRUST**

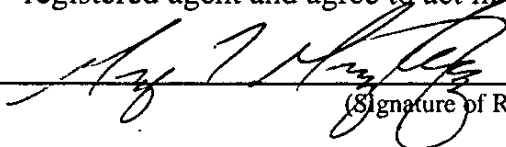
In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of The George & Michelle Gonzalez Family Dynasty Trust (Name of Trust)
Ohio (State) Trust hereby affirms in order to file or qualify

The George & Michelle Gonzalez Family Dynasty Trust (Name of Trust), in the State of Florida.

1. Two or more persons are named in the Trust.
2. The principal address is 6655 Bryant Street, Navarre, Florida 32566

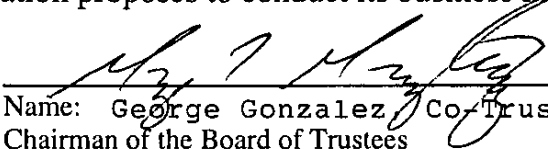
3. The registered agent and street address in the State of Florida is George Gonzalez, 6655 Bryant Street, Navarre, Florida 32566

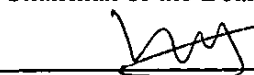
4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.


(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

NOTARY

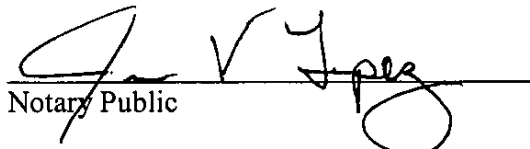

Name: George Gonzalez Co-Trustee
Chairman of the Board of Trustees


Michelle Gonzalez, Co-Trustee

FILED
06 JUL -5 PM 4:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF Florida)
) ss:
COUNTY OF Okaloosa)

I hereby certify that on the 12th day of June, 2006, before me, a Notary Public in and for said County and State, personally appeared **GEORGE GONZALEZ** and **MICHELLE GONZALEZ** whose identity is well known to me, who acknowledged that they executed the foregoing instrument and that the same is their voluntary act and deed.


Notary Public



Jovie V Lopez
My Commission DD324978
Expires August 12, 2007

FILED
06 JUL -5 PM 4:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE GEORGE AND MICHELLE GONZALEZ
FAMILY DYNASTY TRUST

THIS AGREEMENT is made and entered into this 17th day of November, 2004, by and between **GEORGE L. GONZALEZ** and his spouse, **MICHELLE R. GONZALEZ**, of Navarre, Florida, each referred to in his or her capacity as a grantor of this trust as "Grantor" and **GEORGE L. GONZALEZ** and **MICHELLE R. GONZALEZ** of Navarre, Florida, each referred to in his or her capacity as a trustee of this trust as "Trustee". For the purposes of this Trust, the following terms shall have the following meanings at the time of the execution of this Trust:

GRANTORS' CHILDREN: **MARVIN E. GONZALEZ (DOB 12/14/1996)**
 ANGIE E. GONZALEZ (DOB 09/04/1998)

I. CREATION AND FUNDING OF TRUST

A. Creation of Trust. It is the desire and intent of the Grantors to establish this Trust for the benefit of the Grantors, the Grantors' children and succeeding generations. This Trust shall be referred to as **THE GEORGE AND MICHELLE GONZALEZ FAMILY DYNASTY TRUST**. Any trust created by the division of this Trust may be referred to by substituting the name of the Primary Beneficiaries of such separate trust.

B. Funding. The Grantors shall initially fund the Trust with the property (including policies of life insurance on the Grantors' lives) described on Exhibit A. The Grantors and any third party may transfer additional property to this Trust. All property transferred to this Trust shall be administered and distributed pursuant to the terms of this Trust.

C. Accounting for Trust Property. During the joint lifetimes of the Grantors, each Grantor shall retain a beneficial interest in all trust property contributed to the Trust by such Grantor, and the Trustees are directed to maintain records of all trust property contributed to the Trust which indicate the identity of the contributor (the "Trust Records"). In the absence of Trust Records, each Grantor shall be deemed to hold a beneficial interest in one-half (1/2) of all of the trust property. Furthermore, in the event that trust property is contributed by a third party, each Grantor shall hold a beneficial interest in one-half (1/2) of such property, unless a different intent is stated by the contributor at the time the property is contributed to the Trust.

II. TRUST DURING GRANTORS' JOINT LIFETIMES

A. Power of Revocation. Each Grantor reserves the right, during the Grantors' joint lifetimes, so long as the Grantor is competent to act in the matter, to revoke this Trust. Such revocation shall not require the consent of the Trustees. The Grantor wishing to revoke this Trust shall serve the Trustees with written notice of such revocation within thirty (30) days after such revocation. Furthermore, no revocation of this Trust whereby the Trustees cease to be the beneficiaries of some or all of any insurance policies held by the Trustees shall be effective until a change of beneficiary shall have been completed in the manner and to the extent required by the companies issuing such policies. Upon the revocation of this Trust, all of the trust property in which the revoking Grantor held a beneficial interest shall be distributed to such Grantor.

This Trust and its provisions, however, shall remain in full force and effect, as if the revoking Grantor had predeceased the non-revoking Grantor, for the benefit of the non-revoking Grantor.

B. Revocation as a Result of Divorce or Dissolution. If the Grantors obtain a divorce or dissolution, this Trust shall be deemed revoked. Upon such deemed revocation, all of the trust property in which each of the Grantors held a beneficial interest shall be distributed to such Grantor.

C. Power of Amendment. The Grantors reserve the right, during the Grantors' joint lifetimes, so long as both Grantors are competent to act in the matter, to jointly amend this Trust. Such amendment shall be in writing and signed by both Grantors and shall not require the consent of the Trustees.

D. Grantors' Powers of Withdrawal. During the Grantors' joint lifetimes, each Grantor shall have the right, at any time, to withdraw all or any part of the trust property in which such Grantor holds a beneficial interest for any purpose or reason whatsoever, even to the point of exhaustion of such assets. Such right of withdrawal shall be exercised in each case by the Grantor notifying the Trustees in writing to that effect and specifying the amounts or items which the Grantor desires to withdraw. Promptly thereafter the Trustees shall distribute all such amounts or items to the withdrawing Grantor from the trust property in which such Grantor holds a beneficial interest.

E. Trustee's Authority to Make Distributions to or for the Benefit of the Grantors. During the Grantors' joint lifetimes, the Trustee shall have the right to use and expend the principal and/or net income of the Trust Estate, or any part of the Trust Estate, even to the exhaustion of the assets of the Trust, subject to the Discretionary Standards set forth below for the benefit of the Grantors and the Grantors' minor children. Such payments of income and/or principal to or for the benefit of the Grantors' minor children shall not be taken into account in any later division of the Trust Estate among the Grantors' children or their issue.

F. Execution by Trustee. The Trustee shall have power to execute, or join with the Grantors in the execution of, such instrument or instruments (including assignments) as the Trustee may deem necessary, advisable or proper to enable the Grantors to exercise, or to facilitate the Grantors' exercise of, any of the rights reserved to either Grantor under this Trust during their joint lifetimes. This power shall apply even though the same may be for the benefit of, or in favor of, the Trustee.

G. Grantors as Trustee May Exercise Independent Trustee Powers. During their joint lifetimes, each Grantor as Trustee may exercise all powers set forth in this Trust including the powers of an Independent Trustee, unless such exercise would create a taxable event where none existed previously.

H. Grantors' General Powers of Appointment. During their joint lifetimes, each Grantor shall have a general power of appointment over all of the Trust property, subject to the following provisions:

1. Such general power of appointment shall be exercisable only during the power holder's lifetime;

2. If exercised, the effectiveness of the general power of appointment shall be postponed until the death of the power holder;
3. The power holder shall be required to serve the other Grantor and the Trustees with written notice of the power holder's intent to exercise the general power of appointment at least ninety (90) days prior to the power holder's death, and
4. The power holder may only exercise the general power of appointment in favor of the power holder's creditors.

III. DIVISION AND ALLOCATION OF TRUST AFTER DEATH OF FIRST GRANTOR

A. Fractional Funding.

1. **Allocation and Division of Trust Estate after Death of First Grantor.** After the death of the first Grantor (the "Decedent Grantor"), if the Decedent Grantor has not exercised the general power of appointment provided in Paragraph II.H. above, the entire Trust Estate shall be deemed included in the Decedent Grantor's estate, and the Trustee shall allocate and distribute the principal of the Trust Estate, and any accrued income thereon, to the "Credit Shelter Trust" and the "Marital Trust," as defined below.
 - (a) **Fractional Funding of Marital Trust.** The Trustee shall allocate the following fractional amount to the Marital Trust. The numerator of the fraction shall be the smallest federal estate tax marital deduction that will result in the Decedent Grantor's estate being liable for the least amount of federal estate tax. The denominator of the fraction shall be the aggregate value of the Trust Estate included in the Decedent Grantor's gross estate for federal estate tax purposes ("Included Portion").
 - (b) **Fractional Funding of Credit Shelter Trust.** The Trustee shall allocate to the Credit Shelter Trust the remaining fractional share of the Included Portion and any other property remaining in the Trust Estate.
2. **Non-Marital Deduction Property Allocated to Credit Shelter.** Notwithstanding anything contained in this Trust to the contrary, all property included in Decedent Grantor's gross estate and held or directed to be held in this Trust that does not qualify for the federal estate tax marital deduction shall be allocated to the Credit Shelter Trust even if, as a result of such allocation, an amount of the Trust Estate in excess of the amount otherwise authorized by the terms of this Trust is allocated to the Credit Shelter Trust.

3. **Value of Fractional Shares.** For purposes of determining the aggregate value of the property to be allocated to each of such fractional shares required by the terms of this Trust, the total fair market value as of the date of such distribution of all property included in the Included Portion shall govern.
4. **Allocations of Proportionate Share of Income and Principal.** The allocations to each fractional share shall carry with it, as income and not as principal, its proportionate share of all net income received during the administration of Decedent Grantor's estate.
5. **Special Fund of Credit Shelter Trust.** If any property is received by the Trustee that is excluded from Decedent Grantor's gross estate for federal estate tax purposes, such property shall be set aside as a special fund of the Credit Shelter Trust (the "Special Fund"). None of the principal or income of such property shall be used to pay, or to assist Decedent Grantor's executor in the payment of, any death taxes, expenses or other obligations of Decedent Grantor's estate. Subject to these restrictions, the Special Fund shall be held, administered and distributed in the same manner as the Credit Shelter Trust. After all such death taxes, expenses and other obligations of Decedent Grantor's estate have been paid, the Trustee is authorized to merge such Special Fund into the Credit Shelter Trust, as the Trustee deems advisable.
6. **Disclaimers.** If Decedent Grantor's Spouse (the "Surviving Grantor"), or any other party, attorney in fact or representative duly acting on behalf of the Surviving Grantor shall validly renounce or disclaim any part of the Trust Estate allocated to the Marital Trust of this Trust, the Trustee shall allocate all such renounced or disclaimed property to the Credit Shelter Trust as if originally allocated thereto.
7. **Allocation of Assets to Minimize State Death Taxes.** The Trustee may allocate to the Credit Shelter Trust distributions from life insurance policies, real estate with its situs outside the state that is the governing jurisdiction of this Trust, as well as assets from other sources. The Trustee may further allocate cash or other property between the Marital Trust and the Credit Shelter Trust in such a manner to produce the minimum state death taxes.
8. **Presumption of Death.** For all purposes of this trust, it shall be presumed that **MICHELLE R. GONZALEZ** survived **GEORGE L. GONZALEZ** if there is no evidence of the order in which Grantors shall have died.

B. Fractional Division of Marital Trust into Marital Non-Exempt Trust and Reverse Marital Exempt Trust. The Trustee shall divide the Marital Trust into two separate trusts, the Marital Non-Exempt Trust and the Reverse Marital Exempt Trust, and shall allocate assets to such trusts as of the date of the Decedent Grantor's death and according to the fair

market value of the assets constituting the Marital Trust at the time or times of such allocation. The Trustee shall allocate to the Reverse Marital Exempt Trust, thereby creating one trust which will be entirely exempt from generation-skipping transfer tax, the following fractional share of the Marital Trust: (i) the numerator of the fraction shall be an amount equal to the allocation made by the executor of Decedent Grantor's estate to the Marital Trust of a generation-skipping tax exemption to it in accordance with Section 2601 et seq. of the Code; and (ii) the denominator of the fraction shall be the aggregate value (as finally determined for federal estate tax purposes) of the Marital Trust. The remaining fractional share of the Marital Trust shall be allocated to the Marital Non-Exempt Trust.

C. Reverse Marital Election. It is the Decedent Grantor's desire, which is not binding, that the person or persons filing the federal and/or state estate tax return for Decedent Grantor's estate elect under Section 2652(a)(3) of the Code to treat the property of the Reverse Marital Exempt Trust as to which the marital deduction is allowed, as if, for purposes of the federal generation-skipping transfer tax, the election under Section 2056(b)(7) of the Code to treat such property as qualified terminable interest property had not been made, and, by so electing, to treat the Decedent Grantor of this Trust as the transferor of the property passing into the Reverse Marital Exempt Trust, and, further, it is the Decedent Grantor's desire, which is also not binding, that the person or persons filing the federal and/or state estate tax return for Decedent Grantor's estate will allocate the Decedent Grantor's available GST exemption from the federal generation-skipping transfer tax to the property constituting the Reverse Marital Exempt Trust.

D. Fractional Division of Credit Shelter Trust into GST Exempt Trust and GST Non-Exempt Trust. After the death of the Decedent Grantor, the Trustee shall divide the trust assets of the Credit Shelter Trust and shall allocate the assets transferred to the trust into two separate trusts, the GST Exempt Trust and the GST Non-Exempt Trust. The Trustee shall allocate to the GST Exempt Trust of the Credit Shelter Trust any assets which are exempt from generation-skipping transfer tax due to an allocation of a generation-skipping tax exemption to it in accordance with Section 2601 et seq. of the Code, thereby creating a trust share of the Credit Shelter Trust which will be entirely exempt from generation-skipping transfer tax, the following fractional share of the Credit Shelter Trust: (i) the numerator of the fraction shall be an amount equal to the allocation made by the executor of Decedent Grantor's estate to the Credit Shelter Trust of a generation-skipping tax exemption to it in accordance with Section 2601 et seq. of the Code; and (ii) the denominator of the fraction shall be the aggregate value (as finally determined for federal estate tax purposes) of the Credit Shelter Trust. The remaining fractional share of the Credit Shelter Trust shall be allocated to the Credit Shelter Non-Exempt Trust.

IV. DISTRIBUTIONS DURING LIFE OF THE SURVIVING GRANTOR

A. Marital Trust - Qualified Terminable Interest Property (QTIP) With Reverse Marital Election

1. **Distributions of Income to Surviving Grantor.** During the lifetime of the Decedent Grantor's spouse (the "Surviving Grantor"), the Trustee shall distribute to the Surviving Grantor the entire annual net income from the assets of the Marital Non-Exempt Trust and the Reverse Marital Exempt Trust computed from the date of the Decedent Grantor's death. Such

distributions shall be made not less often than in quarter-annual installments.

2. **Distributions of Principal to Surviving Grantor.** The Trustee shall have the right, subject to the Discretionary Standards below, to use and expend the principal of the Marital Non-Exempt Trust for the benefit of the Surviving Grantor. In the event that the assets of the Marital Non-Exempt Trust are insufficient, the Trustee may, subject to the Discretionary Standards set forth below, use and expend the principal of the Reverse Marital Exempt Trust for the benefit of the Surviving Grantor.
3. **Testamentary Limited Power of Appointment over the Marital Trust by Surviving Grantor.** The Surviving Grantor is granted a testamentary Limited Power of Appointment over the remaining assets of the Marital Non-Exempt Trust and the Reverse Marital Exempt Trust.
4. **Allocation and Distribution of Balance of Marital Trust Assets in Default of the Exercise by Surviving Grantor of the Limited Power of Appointment.** If, and to the extent, the Surviving Grantor does not exercise the Limited Power of Appointment conferred by the terms of this Trust, the then remaining principal of the Marital Non-Exempt Trust and the Reverse Marital Trust shall be allocated and administered by the Trustee as set forth in paragraph 5 and 6 below.
5. **Allocation and Distribution of Trusts Assets Exempt from Generation Skipping Transfer Tax upon the Death of the Surviving Grantor.** Upon the death of the Surviving Grantor, the balance of the assets of the Reverse Marital Exempt Trust shall be added to the GST Exempt Trust of the Credit Shelter Trust and held and/or disposed of as a part of such trust. The Trustee shall then allocate such portion of the assets of the Marital Non-Exempt Trust which are exempt from generation-skipping transfer tax due to an allocation of the Surviving Grantor's generation-skipping tax exemption to such assets, in accordance with Section 2601 *et seq.* of the Code, and such assets so allocated shall be added to the GST Exempt Trust of the Credit Shelter Trust and held and/or disposed of as part of such Trust.
6. **Allocation and Distribution of Marital Non-Exempt Trust Assets upon Death of Surviving Grantor.** Upon the death of the Surviving Grantor, the then remaining principal of the Marital Non-Exempt Trust, and any accrued income thereon shall be added to the GST Non-Exempt Trust of the Credit Shelter Trust and held and/or disposed of as part of such Trust.

B. Distribution Of Credit Shelter Trust Assets During Life Of Surviving Grantor.

1. **Distribution of Income to Surviving Grantor.** Until the death of Surviving Grantor, the Trustee shall distribute the entire annual net income from the GST Non-Exempt Trust and the GST Exempt Trust to or for the benefit of Surviving Grantor. Such income shall be computed from the death of Decedent Grantor and shall be distributed to Surviving Grantor no less often than in quarter-annual installments during the lifetime of Surviving Grantor.
2. **Distribution of Principal to Surviving Grantor.** In addition, the Trustee is authorized, subject to the Discretionary Standards set forth below, to use the principal of the GST Non-Exempt Trust and the GST Exempt Trust or any part of such trust(s) for the benefit of Surviving Grantor.
3. **Limited Power of Appointment by Surviving Grantor.** The Surviving Grantor is granted a Limited Power of Appointment over the then remaining assets of the GST Non-Exempt Trust and the GST Exempt Trusts. In default of the exercise of such limited power of appointment, then, upon the death of the Surviving Grantor, the then remaining assets of the Credit Shelter Trust shall be held and/or disposed of as provided in the Sections regarding the GST Non-Exempt Trust and the GST Exempt Trust below.

V. MARITAL DEDUCTION PROVISIONS

A. Surviving Grantor Right to All Income. No provision of this Trust shall be deemed to require or authorize the Trustee to make any charge to income or allocation of principal which would cause the Surviving Grantor to receive, in any year, less than all the income under any applicable federal or state statute or rule of law defining income of such Marital Trust.

B. Conversion of Unproductive Property. If any property forming a part of the principal is unproductive at the time of its receipt by the Trustee or thereafter becomes unproductive, the Trustee may retain the property if such retention is in the best interests of the Beneficiaries. Provided, however, that the Trustee upon written demand of the Surviving Grantor, shall make such property productive or convert it to productive property within. The Trustee shall make such conversion within a reasonable time after receipt of such direction.

C. Trustee as Beneficiary of Retirement Plan/Withdrawal of Income. If the Trustee of this trust is the Beneficiary of any IRA or other qualified retirement plan, then the Trustee shall withdraw an annual amount from the account balance of the IRA or other qualified retirement plan as valued on December 31 of the previous year equal to the greater of (i) the "minimum distribution amount" which is required to be distributed annually under Section 401(a)(9), 408(a)(6), or 408(b)(3) of the Code, or (ii) the annual income of the IRA or other qualified retirement plan. It is each Grantor's intention that the Trustee exercise its powers as Beneficiary of the IRA or other qualified retirement plan in a manner to ensure that all of the income of the IRA or other qualified retirement plan is transferred to the Trustee to the extent necessary to cause the IRA or other qualified retirement plan to qualify for the marital deduction for federal estate tax purposes.

D. Payments of Income to Estate of the Surviving Grantor. Upon the death of the Surviving Grantor, the Trustee shall pay all accrued or undistributed income of the Trust held for the benefit of the Surviving Grantor to the estate of the Surviving Grantor if such payment is necessary to qualify such Trust for the estate tax marital deduction in the Decedent Grantor's estate.

E. Other Payments to Estate of the Surviving Grantor. Unless the Surviving Grantor directs otherwise by Will, the Trustee may pay from the principal of the Trust directly to the appropriate governmental authority or authorities or to the personal representative of the estate of the Surviving Grantor the amount by which the estate, inheritance and other death taxes (including interest and penalties, if any, and excluding generation-skipping transfer taxes) payable in any jurisdiction by reason of the death of the Surviving Grantor shall be increased as a result of the inclusion of such Trust in the gross estate of the Surviving Grantor for such tax purposes. The Trustee may rely upon the certification of the personal representative of the estate of the Surviving Grantor as to whether the Surviving Grantor has directed otherwise in his/her Last Will and Testament and also as to the amount of tax to be paid pursuant to this provision. Such payments shall be made:

1. First from the remaining principal of the trust for the Surviving Grantor which qualify for the estate tax marital deduction in the Decedent Grantor's estate and to which no allocation of the Decedent Grantor's generation skipping transfer tax exemption has been made if such payments do not constitute a transfer from the Surviving Grantor for generation-skipping tax purposes, and
2. To the extent the portion above is insufficient or any such payment from the above portion would constitute a transfer to the Surviving Grantor for generation-skipping transfer tax purposes, from the remaining principal of the Trust for the Surviving Grantor which qualifies for the estate tax marital deduction in the Decedent Grantor's estate to which an allocation of the Decedent Grantor's generation skipping transfer tax exemption has been made. Provided, however, the preceding sentence shall not apply if charging and paying such taxes increases the Inclusion Ratio of the GST Exempt Trust Share of the Marital Trust.

F. Savings Clause.

1. **Marital Savings Clause.** Each Grantor intends that the Marital Trusts shall be eligible to qualify for the federal estate tax marital deduction in the Decedent Grantor's estate, and the provisions of this Trust shall be construed liberally to effect such intention. Notwithstanding any other provisions of this Trust to the contrary, no right, power or discretion granted to the Trustee or any other person acting in a fiduciary capacity under this Trust or by law shall be exercised or exercisable in a manner which would cause the Marital Trust (or any property allocated to the Marital Trust) not to qualify or not to be eligible to elect to qualify for such deduction. No adjustments shall be made as between income and

principal or in the amount or identity of assets allocated to any trust of this Trust to compensate for the effect of such elections on the interests of Beneficiaries.

2. **Marital Deduction Election.** It is each Grantor's intention that the Marital Non-Exempt Trust and the Reverse Marital Exempt Trust qualify for the estate tax marital deduction. As a result, the person or persons filing the federal and/or state estate tax return for Decedent Grantor's estate are authorized to make any appropriate elections necessary to carry out Grantors' intention, including the decision to make a total or partial election to treat all or a portion of such Trusts as qualified terminable interest property pursuant to Section 2056(b)(7) of the Code and/or to Florida state law. While the Grantors anticipate such election(s) will be made, the person or persons filing the federal and/or state estate tax return shall have the authority not to make the election should no election be advantageous for some reason the Grantors have not foreseen.

VI. DISTRIBUTION STANDARDS

A. Distributions of Income and Principal. At such time as income and/or principal distributions to or for the benefit of a Beneficiary are discretionary, the Trustee is subject to the following when making such distributions ("Discretionary Standards"):

1. **Distributions of Income and Principal by an Interested Trustee.** Unless otherwise specifically provided in this Trust, all distributions made by an Interested Trustee shall be limited by an Ascertainable Standard.
2. **Distributions of Income and Principal by an Independent Trustee.** Unless otherwise specifically provided in this Trust, all distributions made by an Independent Trustee shall be limited by a Broad Standard. An Independent Trustee may make income or principal distributions to the Beneficiaries that are not equal in amount even to the exclusion of other Beneficiaries.
3. **Accumulated Income.** At any time income distributions are discretionary, any income not distributed to or for a Beneficiary shall be accumulated and added to the principal of such Beneficiary's trust share at least annually.
4. **Support Obligations.** Notwithstanding any other provisions of this Trust, the Trustee is prohibited from making, voting on, or otherwise participating in any discretionary distribution of income or principal from a trust that would discharge or substitute for a legal obligation of that Trustee, including the obligation to support a Beneficiary of the trust.

B. Non-Binding Guidelines for Income and Principal Distributions. The following non-binding guidelines are provided as to the distribution of income and principal to or for the use and benefit of a Beneficiary. These guidelines are not intended to supersede the previous

instructions given as to the Trustee's authority, discretion, or responsibility as to distribution of income and principal.

1. **Beneficiary's Education.** It is important that a Beneficiary have the opportunity to obtain a college education, including (i) such advanced training as a Beneficiary is qualified to attain; (ii) specific training for a trade or occupation; or (iii) the costs of a preparatory school or institution preceding college. The Trustee will have complete discretion as to the payment and reimbursement of expenses, including an allowance for living, transportation, and recreational costs while the Beneficiary is a student. The Trustee may condition continued financial support upon a Beneficiary's performance in school, course load, course of study, and other matters which indicate that the Beneficiary is seriously pursuing an Education.
2. **Financial Assistance For Guardian of Minor Beneficiary.** It is important that the guardian of a minor Beneficiary receive financial assistance from the Trust and reimbursement for costs incurred in providing lodging, transportation, clothing, medical expenses, and other costs related to the care and maintenance of the Beneficiary. In addition, if the guardian of a minor Beneficiary is the surviving birth parent of such Beneficiary, it is important that the Beneficiary's household maintain the standard of living it was accustomed to prior to the death of the minor Beneficiary's other birth parent. Accordingly, the Trustee may make distributions for the benefit of the minor Beneficiary that will assist in maintaining such standard of living for the Beneficiary's household.
3. **Health Care for Beneficiary.** It is important that a Beneficiary have good health, medical and dental care. The Trustee may expend Trust funds to provide for health care of any kind or nature. The Trustee will have the right to begin and maintain a program of life, disability, and health insurance for a Beneficiary. The Trustee will have the right to invest in a policy of life insurance or other death benefit plan on the life of any person who is related to a Beneficiary. The Trustee may discontinue any plan or program of insurance, without liability.
4. **Promote Work Ethic of Beneficiary.** It is important that the Beneficiary develop and have a strong work ethic; that the Beneficiary be a productive member of society; and that the Beneficiary provide for those who are dependent upon that person for care and support. The Trustee is permitted and encouraged to withhold or terminate discretionary distributions if, in the opinion of the Trustee, continued distributions from the Trust will have a tendency to retard a Beneficiary's incentive to work or to be a productive member of society.
5. **Use of Financial Resources of Beneficiary.** In exercising discretion over distributions, the Trustees may consider, or may disregard, other resources

available to any Beneficiary. Provided, however, in keeping with the tax planning objectives of the Trust, the Beneficiary should first use his or her own financial resources to provide for his or her support and for the support of his or her family.

6. **Acquisition of Business or Investment Opportunity by Beneficiary.** The Trustee may assist a Trust Beneficiary with the acquisition of a business or investment opportunity. The Trustee may provide financial assistance through loans to the Trust Beneficiary, or by investing or co-investing in property, or through a guarantee of payment to enable a Beneficiary to secure a loan. The Trustee may also provide financial assistance in the form of an outright distribution of Trust principal if the Trustee considers that the importance of financial assistance to the Beneficiary outweighs the tax planning objectives of the trust. The Trustee may also acquire property, such as a primary or secondary residence, and provide the property to the Beneficiary at no cost or at a reduced cost.

C. Distributions to or for Benefit of Beneficiary. The Trustee may, subject to the Discretionary Standards, make any distributions (i) to such Beneficiary, (ii) to his or her parent(s), to his or her legal guardian or other legal representative, (iii) to any person, firm or corporation for the benefit of such Beneficiary, whether or not such person shall be the guardian of such Beneficiary, (iv) to a custodian for such Beneficiary under the Florida Transfers to Minors Act or other similar Act, or (v) to any other trust in which such Beneficiary is also a Beneficiary. The receipt by anyone to whom such distribution is made under the terms of this Trust shall be a complete release and acquittance to the Trustee as to such distribution.

D. Distributions to or for Benefit of Incapacitated Beneficiary. Except with respect to (i) the rights of a Beneficiary of a trust share holding S Corporation stock as set forth in this Trust, (ii) the distributions of income to the surviving Grantor from a trust share under which an election has been made to qualify it for the federal or state marital deduction, or (iii) distributions to the Trustee of a trust share under which an election has been made to qualify it for the federal or state marital deduction, the income and principal payable under the terms of this Trust shall be subject to the following:

1. **Incapacitated Beneficiary.** For any Beneficiary who in the opinion of the Trustee is incapacitated through illness or other cause, other than minority, the Trustee may, until the termination of such incapacity or until the death of such Beneficiary, retain or distribute such income or principal for the benefit of such Beneficiary in accordance with the standards set forth in this Trust. Any such distribution may be made at such time and to such persons as the Trustee deems advisable, subject to the Discretionary Standards. On the death of such incapacitated Beneficiary, the Trustee shall distribute the principal and any accumulated income on such assets then remaining in the Trustee's hands pursuant to the terms of this Trust (i) as if such Beneficiary's death had occurred at an age or time prior to that specified in this Trust for outright distribution of such assets to such

Beneficiary, or (ii) if such Beneficiary's trust share had other income Beneficiaries and has previously terminated with respect to such other Beneficiaries, so that such other Beneficiaries do not receive any of such deceased Beneficiary's share of the trust assets unless they are otherwise specified in this Trust as the ones entitled thereto upon the death of such deceased Beneficiary. At such time a Beneficiary is, in the opinion of the Trustee, no longer incapacitated, the Trustee shall hold and/or dispose of such principal and any accumulated income thereon in accordance with the provisions of this Trust other than this Paragraph.

2. **Distributions to Minor Beneficiary.** If any Beneficiary is a minor, the Trustee is hereby authorized and empowered to continue to hold and manage such share for the benefit of such Beneficiary, and this authority shall be construed as a power only and shall not operate to suspend the absolute ownership of such assets by such Beneficiary nor to prevent vesting of such assets in such Beneficiary. The Trustee may, during this time, make distributions of income and principal in accordance with the Discretionary Standards.
3. **Other Guidelines for Distributions to Minor or Incompetent Beneficiary(ies).** In making distributions to or for a minor or incompetent Beneficiary, the Trustee may, in the Trustee's sole discretion, continue to hold the income and principal interest of such Beneficiary in the assets of this Trust as such Beneficiary's custodian. The Trustee may consult with and act upon the advice of the parent, guardian, custodian, or legal representative of any minor or incompetent Beneficiary with respect to any and all matters which may arise under this Trust and which concern the rights or interests of the Beneficiary. All statements, accounts, documents, releases, notices, or other written instruments (including, but not limited to, written instruments concerning the resignation or replacement of any Trustee(s) required to be delivered to or executed by such Beneficiary) may be delivered to, or be executed by the parent, guardian, custodian, or legal representative of such minor or incompetent Beneficiary. Upon delivery or execution of such written instruments, the actions of the representative for the minor or incompetent Beneficiary will be binding upon such minor or incompetent Beneficiary and will be of the same force and effect as though delivered to or executed by such Beneficiary acting under no legal disability.

E. Trustee's Authority. In the event that an Interested Trustee is then serving, such Interested Trustee shall not exercise the foregoing powers if it will result in the exercise of any general power of appointment described under Sections 2041 or 2514 of the Code, and then such powers shall be exercised solely by an Independent Trustee.

F. Trustee's Authority To Continue Distributions Until Actual Knowledge of Change in Circumstances Affecting Distributions. The Trustee shall be protected in

continuing to make distributions of income or principal until the Trustee shall have actual knowledge of the happening of any event which would affect such distribution.

VII. DIVISION AND ALLOCATION OF CREDIT SHELTER TRUST UPON DEATH OF THE SURVIVING GRANTOR

A. Management of Credit Shelter Trust for Children and Issue of Grantors. Upon the death of the Surviving Grantor, the Trustee is hereby directed to hold the Trust Estate as one fund for the use and benefit of all Grantors' living children and the issue of any deceased children, and the Trustee shall administer the Trust Estate as follows:

1. **Trust Estate Held as One Fund.** Until such time as there are no children of the Grantors under the age of twenty-two (22) years, the Trustee may pay to, or apply for the benefit of, any one or more of the children of Grantors or the issue of a deceased child of Grantors such amounts of the net income and/or principal of the Credit Shelter Trust as the Trustee may determine to be necessary or proper to provide for the support, maintenance, health and education of such persons, taking into consideration their accustomed standard of living and any other sources of income such persons may have to the knowledge of the Trustee. Any net income which is not paid to, or applied for the benefit of, such persons shall be added to the principal of the Credit Shelter Trust at such times as the Trustee may determine. Payments of income and/or principal to such person shall not be taken into account in any later division of the principal among such child or deceased child's issue.
2. **Division into Shares.** When there are no children of Grantors under the age of twenty-two (22) years, the then remaining principal and undistributed income of the Credit Shelter Trust shall be divided into as many equal shares as there are children then living of Grantors and children then deceased of Grantors with issue surviving.
 - (a) **Share for Child then Living.** One of such equal shares shall be allocated to each child of Grantors then living and each such share so allocated shall be held in a separate trust in accordance with the provisions of this Trust.
 - (b) **Share for Issue of Deceased Child.** One of such equal shares shall be allocated to the issue (as a group) of each then deceased child of Grantors, and each such share so allocated shall be further divided per stirpes among and allocated to the issue then living of such deceased child of the Grantors and held in a separate trust in accordance with the provisions of this Trust.

B. Division of Trust Shares into GST Exempt Trust and GST Non-Exempt Trust Shares and Allocation to Such Shares. The Trustee shall further divide each share of the Trust Estate into two separate and independent trusts, and shall allocate the assets such that one shall

have an inclusion ratio of zero (0) (the "GST Exempt Trust") and the other shall have an inclusion ratio of one (1) (the "GST Non-Exempt Trust") for federal generation-skipping transfer tax purposes.

C. Primary and Secondary Beneficiaries. Upon division of all or a portion of the Trust Estate into separate shares for the Grantors' issue, the primary Beneficiary(ies) of each trust share are the Grantors' children and issue of the Grantors who have been allocated a trust share at the time of division of the Trust ("Primary Beneficiary"). The secondary Beneficiaries are the children and issue (as a group) of the Primary Beneficiary(ies) ("Secondary Beneficiary"). Unless otherwise provided by this Trust, the death of a Primary Beneficiary will result in a reassignment of generations as to that person's beneficial interest in the Trust so that his or her lineal descendant of the next generation will each become the Primary Beneficiaries of the Trust. Upon the occurrence of such reassignment, the then remaining trust assets shall be divided into as many equal shares as there are children of such deceased Primary Beneficiary then living and issue (as a group) then living of any deceased child of such deceased Primary Beneficiary. The shares allocated to the issue (as a group) then living of any deceased child of such deceased Primary Beneficiary shall be further divided per stirpes among and allocated to the issue then living of such deceased child of such deceased Primary Beneficiary and shall continue in trust for the use and benefit of the Primary Beneficiary's issue.

D. Administration of Separate Trusts. Each separate trust is to continue for the exclusive use and benefit of the Primary Beneficiary for which a subsidiary trust was formed and for the secondary use and benefit of his or her lineal descendants. The administration of each separate trust, directions as to the distribution of trust income and principal, and directions as to the service and succession of Trustees shall be governed by and under the umbrellas of this Trust, substituting only the name of the Secondary Beneficiary of the separate trust for the name of the deceased Primary Beneficiary. Upon the establishment of a separate trust, the Primary Beneficiary of such trust will have, as to his or her separate trust (and as to no other separate trust), the same power of appointment given to the then deceased Primary Beneficiary. The Trustee or Trustees of each separate trust need not be (but may be) the same. There is no intent to restrict or limit the method of subdivision, with the exception that no subdivision of this trust shall be made which would enlarge the term of the trust, which would cause the trust to lose its inclusion ratio incident to the GST Exempt Trust, or which would cause the subdivision to be a taxable transfer for U.S. income and gift tax purposes. To the extent permitted by law, without sacrificing the GST exclusion ratio, this procedure may be repeated as the trust passes from one generation to another.

VIII. GST NON-EXEMPT TRUSTS FOR PRIMARY BENEFICIARIES

A. Management of Assets of GST Non-Exempt Trust. Upon the death of the Surviving Grantor, or such other time as determined by the Trustee, the Trustee shall hold and/or distribute the GST Non-Exempt Trust for each Primary Beneficiary in accordance with the provisions of this Section.

B. Distributions of Income and Principal From GST Non-Exempt Trust. The Trustee, subject to the Discretionary Standards, may distribute to a Primary Beneficiary from his

or her GST Non-Exempt Trust or apply for his or her use and benefit all or a portion of the principal and/or net income of such trust even to the exhaustion of such trust.

C. General Power of Appointment for a Primary Beneficiary. In the event a Primary Beneficiary dies prior to complete distribution of all of the assets of the GST Non-Exempt Trust held for such Primary Beneficiary's benefit, such Primary Beneficiary is granted a General Power of Appointment over the then remaining assets of such GST Non-Exempt Trust. If or to the extent that, such Primary Beneficiary does not exercise such General Power of Appointment, the then remaining trust assets shall be held and/or disposed of as follows:

1. In the event such Primary Beneficiary is survived by issue, such assets shall be divided per stirpes among the then living issue of such deceased Primary Beneficiary and held or distributed in accordance with the provisions of this Trust.
2. In the event there are no issue then living of such deceased Primary Beneficiary, such assets shall be divided per stirpes among the other then living Primary Beneficiaries and held or distributed in accordance with the provisions of this Trust.
3. Notwithstanding anything to the contrary contained in this Trust, this general power of appointment may not be exercised until ninety (90) days after the death of the Surviving Grantor.

D. Distribution of GST Non-Exempt Trust Where No Named Beneficiary. At such time or in such event as none of the GST Non-Exempt Trusts make any provision for the payment of the then remaining principal or the then remaining income of the GST Non-Exempt Trust established under the terms of this Trust, such remaining principal and undistributed income shall be held and/or disposed of in accordance with the GST Exempt Trust.

IX. GST EXEMPT TRUSTS FOR PRIMARY BENEFICIARIES

A. Management of Assets of GST Exempt Trust. Upon the death of the Surviving Grantor or such other time as determined by the Trustee, the Trustee shall hold and manage the GST Exempt Trust for each Primary Beneficiary in accordance with the provisions of this Section.

B. Distributions of Income and Principal From GST Exempt Trust. The Trustee, subject to the Discretionary Standards, may distribute to a Beneficiary of the GST Exempt Trust created pursuant to the terms of this trust or apply for his or her use and benefit, all or a portion of the principal and/or net income of such trust even to the exhaustion of such trust.

C. Limited Power of Appointment for Primary Beneficiary. Each Primary Beneficiary of a GST Exempt Trust will have the limited right to appoint by Will all or any part of such Beneficiary's trust share to any person or entity except such Primary Beneficiary, his or her estate, his or her creditors, or the creditors of his or her estate. This limited power of appointment does not include, however, an appointment in favor of any person, organization, or entity which, if named as Beneficiary, would cause this power of appointment to be treated as a

general, rather than a limited, power of appointment under the tax laws of the United States. If or to the extent that, such Primary Beneficiary does not exercise such Limited Power of Appointment, the then remaining trust assets shall be held and/or disposed of as follows:

1. In the event such Primary Beneficiary is survived by issue, such assets shall be divided per stirpes among the then living issue of such deceased Primary Beneficiary and held or distributed in accordance with the provisions of this Trust.
2. In the event there are no issue then living of such deceased Primary Beneficiary, such assets shall be divided per stirpes among the other then living Primary Beneficiaries and held or distributed in accordance with the provisions of this Trust.
3. Notwithstanding anything to the contrary contained in this Trust, this limited power of appointment may not be exercised until ninety (90) days after the death of the Surviving Grantor.

D. Distribution of GST Exempt Trust Where No Named Beneficiary. At such time or in such event as none of the GST Exempt Trusts make any provision for the payment of the then remaining principal or the then remaining income of the GST Exempt Trust established under the terms of this Trust, such remaining principal and undistributed income shall be held and/or disposed of as follows:

1. One half ($\frac{1}{2}$) of such assets to the persons who would take and in the proportions they would take from **GEORGE L. GONZALEZ's** estate if he were then to die intestate the owner of such property, according to the laws of the State of Florida then in force and effect.
2. One half ($\frac{1}{2}$) of such assets to the persons who would take and in the proportions they would take from **MICHELLE R. GONZALEZ's** estate if she were then to die, unmarried, intestate, and the owner of such property, according to the laws of the State of Florida then in force and effect.

X. GRANTOR TRUST POWERS AS TO BENEFICIARIES

A. After Division Into Separate Trusts. After the division of the Trust Estate into separate trusts for the Grantors' issue, each calendar year, upon making a written demand to the Trustee, each Primary Beneficiary shall have a right to withdraw from each of his or her separate trusts an amount of income that is less than or equal to five percent (5%) of the principal of such trusts.

B. Release of Power. A Beneficiary may release the rights and powers granted by this Section by delivering written notice of such release to the Trustee, at which time the rights and powers of such person shall cease and no longer exist. Any such release shall be irrevocable, and shall be binding upon the Trustee and all persons interested in any trust created under the terms of this Trust.

XI. GST TRUST RULES AND POLICIES

A. Separate Share. Upon any division of a GST Exempt Trust and/or GST Non-Exempt Trust into separate shares, each share shall continue to be held as a separate and independent GST Exempt Trust and/or GST Non-Exempt Trust.

B. Allocation of Other Assets to GST Exempt Trust and GST Non-Exempt Trust. Upon the death of each Grantor, the Trustee shall collect the proceeds of any insurance policies, employee benefits or any other assets, if any, payable to the Trustee by reason of such Grantor's death, which are not exempt from the generation-skipping transfer tax or to which an allocation of the generation-skipping transfer tax exemption has not been made, and the Trustee shall transfer and allocate such assets to the GST Non-Exempt Trust together with any other additions to the GST Non-Exempt Trust made at any time. In addition, upon the death of each Grantor, the Trustee shall collect the proceeds of any insurance policies, employee benefits or any other assets, if any, payable to the Trustee by reason of such Grantor's death, which are exempt from the generation-skipping transfer tax due to an allocation of a generation-skipping transfer tax exemption to such assets in accordance with Section 2601 et seq. of the Code, and the Trustee shall transfer and allocate such assets to the GST Exempt Trust together with any other additions to the GST Exempt Trust made at any time. The assets held in these trusts, including assets held in the separate trust shares created by the terms of this Trust, shall be held and distributed pursuant to the terms of this Trust.

C. Allocation and Re-Allocation of GST Exemption. In the event the GST Exemption is increased, the Trustee may transfer assets from the GST Non-Exempt Trust into the GST Exempt Trust to the extent that the law may then permit. In addition, if a transferor does not allocate his or her unused GST Exemption to assets transferred to the Trust, the assets are to be allocated to the GST Non-Exempt Trust. However, if an allocation is subsequently made to such a transfer (for example, the allocation is made pursuant to Section 2632 et seq. of the Code), the Trustee may transfer assets equal in value to the amount of the GST Exemption then allocated from the GST Non-Exempt Trust to the GST Exempt Trust.

D. GST General Power of Appointment. If, upon the death of a Beneficiary, a taxable termination or a transfer of property from the trust held for the benefit of such Beneficiary occurs which, but for this provision, would be subject to a generation-skipping transfer tax, then the surviving Grantor grants to such Beneficiary a General Power of Appointment over that portion of the transferred property if, and only to the extent that, such appointment will result in the maximum reduction in the net sum of all estate, inheritance and generation-skipping taxes payable by reason of the death of such Beneficiary. If, or to the extent that, such Beneficiary does not exercise such General Power of Appointment, such assets shall be held and/or disposed of in the same manner as provided in this Trust for the disposition of such assets without reference to this general power of appointment.

E. GST Considerations in Making Distributions. It is each Grantor's desire that distributions be made in such a manner as to minimize generation-skipping taxes, if possible. Therefore distributions to or for the benefit of a Beneficiary should be made, to the extent possible, from the assets of the GST Non-Exempt Trust.

XII. ADMINISTRATIVE TRUST

A. Creation and Management of Administrative Trust. After the death of each Grantor and/or a Primary Beneficiary, the Trustee may, in the Trustee's sole discretion, establish an Administrative Trust. If the Trustee establishes an Administrative Trust, the Trustee shall administer it as follows:

1. **Assets in Administrative Trust.** Upon the death of the Decedent Grantor, the Administrative Trust shall consist of all the assets of the Trust Estate, including any additions to the Trust Estate occasioned by the death of the Decedent Grantor. Upon the death of the Surviving Grantor, the Administrative Trust shall consist of all the assets of the Marital Trust, including any additions to the Marital Trust occasioned by the death of the Surviving Grantor. Upon the death of a Primary Beneficiary of a separate trust for the benefit of the Grantors' issue, the Administrative Trust shall consist of all the assets of the separate trust created for such Primary Beneficiary.
2. **Allocation and Distribution of Assets of Administrative Trust.** The Trustee shall allocate and distribute the assets of the Administrative Trust in the following order:
 - (a) First, the Trustee shall distribute that portion of the Administrative Trust that was effectively appointed pursuant to the exercise of a power of appointment; and
 - (b) Next, the Trustee shall allocate and distribute, within a period which shall not be delayed beyond the period reasonably required for the administration of the estate, the balance of the Administrative Trust ("Balance") as provided below. The Trustee may distribute the Balance in a single distribution or in a series of partial distributions.
3. **Payments to and for Beneficiary From Administrative Trust.** If allocations and distributions are to be made to a trust under which an election has been made to qualify it for the federal or state marital deduction or other trust created by the terms of this Trust, then until full distribution has been made to such trust(s), the Trustee may pay to any Beneficiary of such trust(s) such amounts of net income and/or principal as are consistent with the terms of such trust(s). In addition, the Trustee shall pay to any such Beneficiary all amounts of income and/or principal required under applicable federal or state law to qualify such trusts for the desired tax treatment as set forth in the trust.
4. **Payments in Lieu of Distributions.** If consistent with the provisions of the Trust (other than the provisions of the Administrative Trust), the Trustee may, upon making allocations or distributions to the trusts created

by the terms of this Trust, deduct any distributions made to or for a Beneficiary during the existence of the Administrative Trust and such distributions shall be in lieu of and credited toward the income and/or principal remaining in the Administrative Trust to be distributed to such trust(s).

5. **Limitations on Payments to or for the Surviving Grantor.** No payment shall be made to the Surviving Grantor and credited toward any amount which would otherwise be distributed to a Marital Trust if such payment involves assets which are prohibited from being distributed to a Marital Trust.

B. Termination of Administrative Trust. The Administrative Trust shall be deemed to be terminated when all of the assets of the Administrative Trust have been distributed pursuant to the effective exercise of a power of appointment and/or distributed among the trusts established pursuant to the terms of this Trust. Provided, however, the Trustee may retain a reasonable amount of assets in the Administrative Trust for the payment of unascertained or contingent liabilities and expenses (excluding any claim by a Beneficiary in his or her capacity as such).

C. Miscellaneous. Any provision of this Section which shall cause a tax event where none otherwise existed shall be null and void and all other provisions of this Section shall remain in effect.

XIII. APPOINTMENT AND DISCHARGE OF THE TRUSTEE

A. Appointment of Trustee.

1. **Trustees Appointed Prior to Division of Trust Into Separate Trusts for the Grantors' Issue.** The Grantors appoint **GEORGE L. GONZALEZ** and **MICHELLE R. GONZALEZ** as Co-Trustees of the trusts created by the terms of this Trust. If either of these Co-Trustees dies or declines, ceases or is unable to serve as Trustee, for any reason whatsoever, the survivor may serve as sole Trustee. If both of these Co-Trustees die or decline, cease or are unable to serve as Trustee, for any reason whatsoever, the Grantors name as successor Co-Trustees to fill such vacancy, or any vacancy that may thereafter occur, **GEORGE L. GONZALEZ's** brother, **JOHN GONZALEZ**, of Navarre, Florida, **MICHELLE R. GONZALEZ's** sister, **NICOLE HAUSLEITER**, of Mary Esther, Florida, and a bank or trust company having a capital and surplus of at least One Million Dollars (\$1,000,000.00) according to the last statement published by it prior to its appointment, no substantial portion of which is directly or indirectly owned by any Beneficiary, as chosen by **JOHN GONZALEZ** and **NICOLE HAUSLEITER** or their successors. If **JOHN GONZALEZ** or **NICOLE HAUSLEITER** dies or declines, ceases or is unable to serve as Co-Trustee, for any reason whatsoever, the survivor may serve as Co-Trustee with the bank or trust

company. Under no circumstances shall John Gonzalez, Nicole Hausleiter, or any individual serve as sole trustee.

2. **Appointment and Indemnification of Independent Trustee.** From time to time an Independent Trustee may be required to exercise or not exercise powers set forth in this Trust which are the exclusive domain of an Independent Trustee. An Independent Trustee shall not be liable for exercising or not exercising such powers, unless such exercise or non-exercise involves willful misconduct or gross negligence, and shall be entitled to be indemnified and held harmless by the Beneficiaries with respect to which such powers were or could have been exercised. If at such time no Trustee then serving is an Independent Trustee, the first successor Trustee named or designated by the terms of this Trust who qualifies as an Independent Trustee shall so serve for the sole purpose of exercising or not exercising such powers. If there is no named Independent Trustee or if all of the named Independent Trustee(s) are unable or unwilling to act for any reason, then an Independent Trustee may be appointed in the same manner as a successor Trustee is to be appointed upon the resignation of the last designated and/or serving Trustee as provided in this Section.

B. Designation of Trustee of Separate Trusts. Upon the division of this Trust into separate trusts for the benefit of the Grantors' children, the named trustee in Paragraph A of this section (except for the Independent Trustee) shall resign. The separate trusts allocated to each child of the Grantors pursuant to Section VII.A above shall be named for such child, and that child shall serve as Trustee of those separate trusts. In the event that such child declines, ceases or is unable to serve as Trustee for any reason whatsoever, the Grantors name as successor Trustee to fill such vacancy, or any vacancy that may thereafter occur, the Co-Trustees named in Paragraph A of this Section.

C. Required Age to Serve As Trustee.

1. **After Division of Trust Estate Into Separate Trusts for Grantors' Issue.** Upon division of the Trust into separate trusts for the Grantors' issue, including the Grantors' children, any Primary Beneficiary named as Trustee (or successor Trustee) of one or more of these trusts shall be subject to the following:
 - (a) Each Primary Beneficiary may act as Trustee over such Beneficiary's separate trust(s) at the following ages and in the following proportions. When a Primary Beneficiary attains the age of twenty-two (22) years, such Primary Beneficiary shall have the right to act as Trustee over one-third (1/3) of the then remaining principal of such Primary Beneficiary's trusts(s) as then constituted. When a Primary Beneficiary attains the age of thirty (30) years, such Primary Beneficiary shall have the right to act as Trustee over one-half (1/2) of the then remaining principal of such

Primary Beneficiary's trust(s) as then constituted. When a Primary Beneficiary attains the age of thirty-five (35) years, such Primary Beneficiary shall have the right to act as Trustee over one hundred percent (100%) of the then remaining principal of such Primary Beneficiary's trust(s) as then constituted. The first Trustee named in Paragraph A of this Section who is able and willing to serve shall be named and appointed Trustee over the remainder of such separate trust.

- (b) When the Primary Beneficiary attains the required age to act as Trustee over all or a part of his or her trust(s), the other trustee(s) shall resign as trustee(s) over the percentage of the trust(s) over which the Primary Beneficiary shall then serve as Trustee.
- (c) Provided, however, if the Primary Beneficiary who has reached the required age to act as Trustee is unable for any reason whatsoever to perform the duties of Trustee, the Trustee, other than the Beneficiary Trustee, shall continue to serve as Trustee of such Trust(s).

D. Ability To Change Trustee. Any person who serves as Trustee (other than a corporate Trustee) shall have the authority to:

1. Appoint a Co-Trustee (including a corporate Trustee) to act with an appointed and/or acting Trustee;
2. Appoint that person's successor as Trustee, which appointment shall supersede the order of succession prescribed by Paragraph A or B of this Section, as applicable; and
3. Establish conditions prerequisite to serve as a successor Trustee (such as the requirement of bond).

To be binding and effective, a designation of successor Trustee must be in writing. The instrument of designation must be executed during the time that person is actually serving as Trustee and prior to the time that person ceases to serve as Trustee.

E. Removal of Trustee by a Grantor. Each Grantor shall have the right to remove any Trustee, or any successor Trustee (whether such Trustee is presently serving or designated in this Trust and not yet serving), and replace such Trustee with any individual or entity.

F. Removal of Corporate Trustee. After the division of the Trust into separate trusts for the Grantors' issue, the Primary Beneficiaries of each of the trusts shall have the right to remove a corporate Trustee, or any successor corporate Trustee, that is acting as Trustee over such Primary Beneficiary's trust(s) and to designate another corporate Trustee to serve as successor corporate Trustee. The removal of the corporate Trustee shall be accomplished by the delivery of an instrument in writing to the corporate Trustee, giving notice of such removal, together with the delivery of an instrument in writing acknowledging the acceptance of the

appointment of a successor corporate Trustee. The successor corporate Trustee shall always be a bank or trust company having a capital and surplus of at least One Million Dollars (\$1,000,000.00) according to the last statement published by it prior to its appointment, no substantial portion of which is directly or indirectly owned by any Beneficiary.

G. Resignation of Trustee. A Trustee shall have the right to resign at any time as Trustee of any trust created by the terms of this Trust by delivery of written notice of such resignation to the Grantors or the survivor of them, or after both Grantors' deaths, to each of the Primary Beneficiaries of the trust(s) under which such Trustee is acting, or to the legal natural guardian, or other legal representative, of any Primary Beneficiary who is a minor or who is incompetent, at each such person's last known address. Such resignation shall be effective the earlier of (i) a successor Trustee's written acceptance of appointment or (ii) sixty (60) days after delivery of the written notice of resignation.

H. Vacancy. Upon the resignation, removal, death or disability of the last Trustee designated and/or serving pursuant to the terms of this Trust and who is willing and able to serve, the appointment of a successor Trustee, who or which may be an individual or entity (corporate Trustee), shall be by the Grantors, or the survivor of them, if living and able. In the event that both Grantors are unable to name a successor Trustee, the successor Trustee shall be selected by the board of directors of Sebaly, Shillito & Dyer, A Legal Professional Association, Dayton, Ohio.

I. Merger of Corporate Trustee. In the event that any corporate Trustee shall at any time be merged with, consolidated with, operated under joint agreement with, or sold or transferred to any other corporation, association, subsidiary or trust company, or reorganized into a new corporation, association, subsidiary or trust company, such corporation, association, subsidiary or trust company succeeding to the fiduciary powers and services of the Trustee shall, without any further act on the part of the parties hereto, be substituted in the place and stead of such corporate Trustee as fiduciary of this Trust.

J. Authority of Trustees. The successor Trustee(s) named in this Trust shall have all the powers, duties, authority, immunity and discretion in this Trust and by law granted to the Trustee originally named. Upon the appointment of a successor Trustee and the assignment, transfer and conveyance of the Trust Estate to such successor Trustee, and obtaining receipt thereof, the former Trustee shall be released and discharged from any and all claims and demands and duties and obligations arising out of this trust and such former Trustee's management of the Trust Estate of this Trust, excepting only claims based upon such former Trustee's dereliction of duty.

K. Bond. The Grantors direct that no bond be required of the Trustee and successor Trustee(s) named in this Trust.

L. Compensation of Trustee. The Trustee shall be entitled to receive reasonable compensation for services rendered. In the case of a Corporate Trustee, reasonable compensation is based upon its published fee schedule in effect at the time its services are rendered or as otherwise agreed, and its compensation may vary from time to time based on that schedule.

M. Trust Accounting. After the death of both Grantors, the Trustee shall each year account for the Trustee's administration of principal and income of this Trust to each of the Beneficiaries eligible to receive benefits under the terms of this Trust during the period covered by the accounting. The Trustee shall also account for any term not previously accounted for to each of the eligible Beneficiaries at the termination of a trust or upon the Trustee's resignation.

N. Actions of Co-Trustees. Any time two Trustees are acting as Co-Trustees, any third party dealing with the Co-Trustees may rely upon the actions of the Co-Trustees only if such Co-Trustees act unanimously. Any time three or more Trustees are acting as Co-Trustees, any third party dealing with the Co-Trustees may rely upon the actions of the Co-Trustees only if a majority of such Co-Trustees agree to such action.

1. Any Trustee may delegate to a Co-Trustee any power held by the delegating Trustee, but only if the Co-Trustee is authorized to exercise the power delegated. A delegation may be revocable, but while it is in effect the delegating Trustee shall have no responsibility concerning the exercise of the delegated power.
2. In the event that an Independent Trustee and an Interested Trustee are acting as Co-Trustees, and the Independent Trustee and the Interested Trustee are unable to agree as to the exercise or non-exercise of any power or discretion which they both have, the decisions of the Interested Trustee, if expressed in writing and delivered to the Independent Trustee, shall prevail. Furthermore, the Interested Trustee shall have the right at all times to give the Independent Trustee specific written instructions as to the exercise or non-exercise of any one or more of the powers granted to all Trustees herein. In each such case, the Independent Trustee shall do and perform all acts necessary and advisable to expediently carry into effect the decisions and instructions of the Interested Trustee, and the Independent Trustee shall be and hereby is fully exonerated from any liability arising out of or with respect to any and all of the Interested Trustee's decisions and instructions (without the necessity of expressing any objections thereto).

O. Additional Provisions Regarding Trustees.

1. No Trustee shall be liable to anyone for anything done or not done by any other Trustee or by any Beneficiary.
2. The fact that a Trustee is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through a Corporate Trustee or through any firm of which a corporate or individual Trustee is a partner, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate, or the like, and property of a trust hereunder may be invested in individual securities, mutual funds, partnerships, private placements, or other forms of investment promoted, underwritten, managed, or advised by a Trustee or such a firm.

3. The Trustees may employ investment counsel and rely upon their advice, delegate discretionary investment authority over investments to investment counsel, and pay investment counsel reasonable compensation in addition to fees otherwise payable to the Trustees, notwithstanding any rule of law otherwise prohibiting such dual compensation.
4. The fact that a Trustee (or a firm of which a Trustee is a member or with which a Trustee is otherwise affiliated) renders legal or other professional services to a trust hereunder shall not be deemed a conflict of interest, and the Trustees may pay fees for such services to such Trustee or firm without prior approval of any court or any Beneficiary and whether or not there is a Co-Trustee to approve such payment. An attorney or other Trustee who also renders professional services shall receive full compensation for both services as Trustee and the professional services rendered, except as specifically limited by law.

XIV. POWERS OF A TRUSTEE

A. Separate Trusts. Each of the trusts which may be created by the terms of this Trust shall constitute a separate trust, and each trust so created shall be administered and accounted for separately. Furthermore, the Trustee shall have the discretionary power from time to time, without need of court approval, to divide the trust or trusts for GST purposes or for any other tax, administrative, or other purposes. In exercising this authority for inclusion ratio, reverse QTIP election, or other GST purposes, the power shall be exercised in a manner that complies with applicable Treasury regulations or other requirements for accomplishing the intended purposes.

B. Retention of Assets. The Trustee may, subject to the other provisions of this Trust, retain all or any part of the assets either owned by the Grantors and transferred to this Trust upon the death of either Grantor or which are part of any trust created by the terms of this Trust in the form in which such property may be at the time of the Grantors' deaths. Such assets may include stock in a Corporate Trustee or its successors, parent company or affiliates, and may be retain so long as the Trustee may deem advisable, without liability for depreciation or diminution or failure of appreciation in value whether or not such property is nonproductive, unsecured, nondiversified or of a wasting nature, and notwithstanding that such property may be stock of a Corporate Trustee, its parent company or affiliates, or may not represent valid or authorized investments by a fiduciary under the laws of the State of Florida.

C. Merger and Consolidation With Other Trusts. The Trustee may merge and consolidate any trust created in this Trust with any other trust created by the Grantors, or any other person at any other time, if the other trust contains substantially the same terms for the same beneficiaries as the trust or trusts created in this Trust.

D. Investing and Managing the Trust Estate/Power to Sell, Exchange or Otherwise Dispose of Trust Assets.

1. The Trustee shall have full power to invest and reinvest the assets of the trust(s); to collect and receive the rents, issues and profits of the trust

assets; and to control, maintain, repair, lease for any period irrespective of the duration of the trust, rent, exchange, purchase, sell, convey, transfer, pledge, manage, hold and lend the assets of the trust(s). The Trustee may make contracts concerning the purchase of the assets of the trusts and grant options for the purchase of Trust assets in connection with leases of such assets and otherwise. The Trustee may in some other manner acquire, maintain or dispose of all or part of the assets of the trust(s) in such manner, for such considerations, and upon such terms as the Trustee deems best, irrespective of any statutes, rules or practices of courts now or hereafter in force limiting the investments of Trustees. The Trustee shall also have full power to convert real property into personal property and personal property into real property.

2. The Trustee may also invest the trust assets in securities of any Collective Investment Funds or securities of any Investment Company, including any affiliated Investment Company. The fact that a Corporate Trustee, or any parent or affiliate of a Corporate Trustee is providing services and receiving remuneration from the foregoing Investment Company or trust as investment advisor, custodian, transfer agent, registrar, or otherwise shall not preclude the Trustee from investing in the securities of such Investment Company or investment trust. In addition thereto, the Trustee shall have full power to invest and reinvest or otherwise deposit trust assets in its own shares of stock or other obligations, including shares of any affiliate, parent or subsidiary of a Corporate Trustee, savings accounts, time deposit accounts, certificates of deposit, money market funds, or other evidences of deposit issued by a Corporate Trustee and/or any other national bank, savings and loan institution, state member bank, or other depository institution which now or in the future is an affiliate or subsidiary of a Corporate Trustee.
3. Furthermore, the Trustee may invest in non-income producing, nonproductive or wasting assets and shall have no duty to diversify the assets or investments of any trust created by the terms of this Trust. In exercising the investment powers set forth in this Trust, the Trustee may execute and deliver proper instruments of conveyance and transfer.
4. The Trustee may acquire and retain investments that present a higher degree of risk than would normally be authorized by the "prudent person" rule. No investment, no matter how risky or speculative, shall be absolutely prohibited, so long as prudent procedures are followed in selecting and retaining the investment and the investment constitutes a prudent percentage of the Trust.

E. Power to Deal With Real Estate. The Trustee is authorized to improve or develop real estate, to construct, alter, repair, or demolish buildings or other structures; to settle boundary lines and other rights with respect to real estate; to partition and to join with co-owners and others in dealing with real estate in any way; to grant easements; to insure, vacate, subdivide, or

dedicate such property; to set up reserves out of income for taxes and assessments and for the repair and general upkeep of buildings and structures; and to foreclose, extend, assign, release and discharge mortgages, wholly or partially. The Trustee is further authorized to acquire, hold, improve, develop, manage, and otherwise deal with any real property comprising part or all of any trust created by the terms of this Trust in any manner and for any purpose that the Trustee considers best.

F. Borrowing. The Trustee shall have full power to borrow such amounts of money from the commercial banking department of a Corporate Trustee, or affiliated corporation, or any other financial department of a Corporate Trustee or affiliated corporation, or any other financial institution, or from any other person or entity upon such terms and conditions as it may deem advisable for the purpose of doing or carrying out any of the powers, authorities and purposes set forth in this Trust; to give plain or collateral notes therefore with or without power of attorney to confess judgment; and to secure the payment of such loan or loans by pledge, mortgage, deed of trust, or otherwise, of any or all of the property in the Trust Estate. No lender need inquire into the necessity for or the propriety of such loan or loans nor see to the application of the money loaned; and, unless otherwise expressly agreed, the Trustee will not be personally liable for any such loan.

G. Claims. The Trustee shall have full power to compound, compromise, settle and adjust any and all claims and demands in favor of or against the trusts upon such terms as the Trustee deems best.

H. Power To Appoint Nominee and Vote Securities. Subject to the provisions of this Trust regarding a Business Entity, the Trustee shall have full power, upon such terms and conditions as the Trustee may deem best, to hold any stocks, bonds or other securities, in its own name, the name of another, or the name of an appointed nominee with or without disclosing the fiduciary ownership of such assets; to vote in person or by proxy any stocks, bonds or other securities held by the Trustee; to exercise any options appurtenant thereto for the conversion of such securities into other stocks, bonds or securities; to exercise any rights to subscribe for or purchase additional stocks, bonds or other securities, and to make all necessary payments therefore; and to consent in writing to any action by the issuer of the security. The Trustee is further authorized to execute and deliver proxies, powers of attorney, and other such instruments as are incident to the holding, control and voting of corporate securities, or the sale or exchange of such securities, and to cause any property or securities comprising a part of the Trust Estate to be issued, held or registered in the name of the Trustee's nominee, or in such other form that title will pass by delivery.

I. Employment of Agents. The Trustee is authorized and empowered to employ brokers, banks, custodians, investment counsel, attorneys, accountants, custodial agents and health care professionals and other agents, and to delegate to them such of the rights, powers and duties conferred by the terms of this Trust on the Trustee as the Trustee deems proper, and to delegate discretionary powers to and rely upon information or advice furnished by such persons, without liability for any mistake of any such person selected or retained with reasonable care and prudence.

J. Application of Purchase or Loan Money. No purchaser from nor lender to the Trustee need see to the application of the purchase or loan money to the purposes of the trusts, and the receipt of the Trustee shall be a complete discharge to any such person.

K. Power To Organize and Operate Business Entities.

1. **Corporations.** The Trustee is authorized to organize or join with others in the organization of corporations to receive title to assets of the trusts, to carry on a business, or for any other purpose and may hold or dispose of stock which the Trustee acquires in such corporations. The Trustee is further authorized to exchange the securities of any corporation for other corporations issued by it, or by any other corporation at such times and upon such terms and conditions as the Trustee shall deem advisable, to consent to the reorganization, consolidation, or merger of any corporation, or to the sale or lease of its property, or any portion of such property, to any person or corporation, or to the lease by any person or corporation of his, her or its property or any portion of such property, to such corporation and upon such reorganization, consolidation, merger, sale or lease, to exchange the securities held by it for the securities issued in connection therewith; to pay all assessments, subscriptions and other sums of money as the Trustee may deem expedient for the protection of his or her interest as holder of any option contained in the same and to other securities, or to sell the same and to make any and all necessary payments therefore (provided, however, that the Trustee shall not make any of the payments provided by the terms of this Trust except from the principal of the Trust Estate); to vote, subject to the provisions of this Trust regarding a business entity, in person or by proxy any stocks, bonds or other securities held by the Trustee.
2. **Other Entities.** The Trustee is further authorized to organize and operate as a sole proprietor, general or limited partner, shareholder, member, joint venturer or in any other ownership capacity, any new or existing enterprise for such time as the Trustee considers best; to reorganize, recapitalize or restructure any corporation, limited liability company, partnership or other entity, or to convert any entity into a different entity; to serve with compensation as an agent, consultant, director, employee, independent contractor, officer, manager or in any other capacity of any such enterprise without any duty to account for such compensation; and to contribute, invest, pledge or loan assets of any trust created by the terms of this Trust to any such business enterprise.
3. **Trustee Liability Limited.** Except for willful neglect or fraud, the Trustee will not be liable to the Trust nor to the Beneficiary(ies) of the Trust for a decision to invest all or any part of the Trust Estate in a corporation, general partnership, limited partnership, limited liability company or other business entity which provides additional protection for the assets of the trust or which provides for the convenient management of

family owned property (including, but not limited to, property held by one or more trusts for members of the Grantors' family). This limitation on liability will exist even though restrictions on transfers or liquidation in the business entity may cause the ownership interest in such entity to have a fair market value which is less than the fair market value of the assets contributed to the business entity. The Grantors desire to provide maximum protection for the assets of this Trust. Thus, any procedure or method which provides increased protection, or additional protection, has value which, however, intangible, will offset any reduction in the fair market value resulting from the investment of the assets of the Trust Estate in one or more of the entities identified in this paragraph.

L. Purchase of Estate Assets. The Trustee may, in the Trustee's sole discretion, purchase securities or other assets from either Grantor's estate, at such prices and upon such terms as the Trustee may deem fair and advisable, with the same retention powers as provided in this Section. The Trustee may lend or advance to either Grantor's estate such portions of the principal of the trust(s) as the Trustee, in the Trustee's sole discretion, shall deem advisable, and such loans or advances may be made upon such terms and conditions as shall be agreed upon between the Trustee and the legal representative of the Grantor's estate.

M. Redemption of Certain Trust Assets for Payment of Estate Taxes. If either Grantor's executor makes written demand upon the Trustee, the Grantors direct the Trustee to distribute to the Grantor's executor out of the income and/or principal of the Trust Estate (other than from a Marital Trust and other than from any assets which are not otherwise includable in Grantor's gross estate for federal or state estate or inheritance tax purposes unless paid or payable by the Trustee to or on behalf of Grantor's estate), an amount necessary to pay any part or all of any bequests under Grantor's Will, any funeral expenses, the debts, charges and expenses in connection with the administration of Grantor's estate, and any part or all of the estate, inheritance, and transfer taxes which may be assessed by reason of Grantor's death, including any interest and penalties thereon, whether or not such taxes are attributable to the assets held in trust pursuant to the terms of this Trust.

N. Prohibition Against Use of Retirement Assets. Notwithstanding anything in this Trust, no portion of any Individual Retirement Account, qualified retirement plan or other similar retirement vehicle shall be used to pay funeral costs and/or expenses of either Grantor's last illness, costs of administering either Grantor's probate estate, estate, inheritance or similar death tax.

O. Power Regarding Retirement Benefits. The Trustee may engage in transactions with the trustees of any pension, profit-sharing or other employee benefit trust, plan or account, or the payers of any individual retirement plan or account, under which the Trustee is designated a Beneficiary, and elect optional payment methods available to the Trustee under any such trust, plan or account.

P. Distributions From Pension, Profit-Sharing or Other Employee Benefit Trusts, Plans or Accounts, or Any Individual Retirement Plan or Account. If any trust share created pursuant to the terms of this Trust becomes the beneficiary of any pension, profit-sharing or

other employee benefit trust, plan or account, or any individual retirement plan or account, the Trustee shall withdraw the minimum required distribution under Code Section 401(a)(9) each year and immediately distribute such amount to the beneficiary of such trust share. The Trustee, in the Trustee's sole discretion, may withdraw amounts in excess of the minimum required distribution, and all such amounts shall immediately be distributed to the beneficiary of such trust share.

Q. Accounting Books. The Trustee shall maintain a full accounting of the receipts, expenditures and value of the trust(s) and such accountings shall be available at reasonable times for the inspection by any Beneficiary. In addition, the Trustee, in making or preparing to make partial or final liquidating distributions, may prepare an accounting and may require, as a condition to payment, the following (i) a written and acknowledged statement from each Beneficiary receiving a distribution that the accounting has been thoroughly examined and accepted as correct; (ii) a discharge of the Trustee and a release of the Trustee from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention, and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having a basis in fraud or bad faith; and (iii) an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority, or other claimant. Any Beneficiary having a question or potential claim may require an audit of the Trust, and the cost of any such audit will be an expense of administration of the Trust. Failure to require an audit prior to acceptance of a distribution of trust assets or the Trustee's accounting will operate as a final release and discharge of the Trustee except as to any error or omission having a basis in fraud or bad faith.

R. Bank Accounts. The Trustee may open and maintain one or more savings accounts, checking accounts, term accounts, or other accounts with any bank, savings and loan, building and loan association, or brokerage firm wherever located, and may deposit to the credit of such account(s) all or any part of the funds belonging to the trust. An account from which frequent disbursements are made need not be an interest bearing account. The Trustee may authorize withdrawal from an account by check, draft or other instrument. The Trustee may designate any other person, agency, or Trustee as an authorized representative to withdraw funds from the account(s) and/or to manage the account(s). Any bank, savings association, or other depository is authorized to pay such check or other instrument of withdrawal and also to receive the same for deposit to the credit of any holder when signed and properly endorsed without inquiry of any kind. Payments made by a depository shall not be subject to objection by any person concerned or interested in any way in the Trust.

S. Continuation of Trust To Make Final Distributions. The Trustee shall have the power to continue this Trust beyond its termination for a time reasonably necessary to conclude the administration of the Trust, to pay expenses of termination and to distribute the assets of the Trust to the Beneficiaries entitled to receive such assets.

T. Trustee of Non-Exempt Trust May Exercise Powers of Independent Trustee. Notwithstanding anything contained in this Trust to the contrary, the Trustee (whether a Interested Trustee or Independent Trustee) of a GST Non-Exempt Trust may exercise the powers as set forth in this Trust of an Independent Trustee unless the exercise of such powers would result in creating a taxable event where none existed previously.

U. Liability for Loss. Except for the wrongful acts of any nominee selected by the Trustee pursuant to the terms of this Section, the Trustee shall not be held responsible for any loss sustained by the trusts through any error of judgment or through the exercise of any discretion granted to the Trustee under this Trust or by law, except only for the Trustee's willful misconduct or breach of good faith. The Trustee of this Trust shall not be personally liable on any contract or indebtedness of or claim against said trusts, or upon a mortgage, trust deed, note, or other instrument executed under the provisions hereof.

V. Limitations on Trustee Powers. A Trustee may not exercise a power if (i) it would result in adversely affecting the rights of a Beneficiary of a trust share holding S Corporation Stock, (ii) it would result in adversely affecting the distributions of income to the Surviving Grantor from a trust share under which an election has been made to qualify it for the federal or state marital deduction, (iii) it would result in adversely affecting distributions to the Trustee of a trust share under which an election has been made to qualify it for the federal or state marital deduction, or (iv) it would result in creating an estate taxable event where none existed previously.

W. Binding Authority of Trustee. Wherever discretion or authority is granted to the Trustee by the terms of this Trust or by law, the determination made by the Trustee, in the absence of abuse of discretion, shall be binding upon all parties interested in the trusts.

X. Miscellaneous. The Trustee is authorized and empowered to execute and deliver all instruments and to perform all acts that may be necessary or convenient in the proper administration of these trusts.

XV. POWERS OF INDEPENDENT TRUSTEE

In extension to and not in limitation of powers given to an Independent Trustee by law or other provisions of this Trust, an Independent Trustee, acting alone and to the exclusion of any appointed or acting Interested Trustee or Interested Trustees, shall have the following additional powers, in each case to be exercised from time to time in the Independent Trustee's discretion and without order or approval of court:

A. Termination of Trust. Notwithstanding the desire for this Trust to continue for the longest period allowed under the law of the jurisdiction governing this Trust, the Independent Trustee (but not a Interested Trustee) may determine that continuation of any trust being administered under this Trust is contrary to the best interest of the Beneficiaries of such Trust by reason of (i) changes in legislation, (ii) unforeseen changes in circumstances, or (iii) because the value of a trust's assets are at such a level that the continued administration of such Trust would be financially burdensome. In that event, and only if there is credible evidence which supports an Independent Trustee's conclusion, then the Independent Trustee may terminate such trust and distribute the principal of such Trust, and any income accumulated on these assets, to the person or persons then entitled to receive the income therefrom; provided, however, a termination of the Trust will also require the affirmative consent of at least eighty-five percent (85%) in interest of the income Beneficiary(ies) of the Trust. An Independent Trustee will have no personal liability whatsoever for an early termination of the Trust if the Independent Trustee acts on the written

opinion of at least two (2) attorneys licensed to practice law in the jurisdiction governing this Trust recommending termination.

B. Borrow and Lend. To borrow, pledge, encumber, guarantee or lend to or for the benefit of a Beneficiary.

C. Allocations between Principal and Income.

1. **Allocation of Gains, Losses, and Expenses.** The Independent Trustee shall allocate gains, losses, and expenses between principal and income and shall determine all questions of allocation between principal and income as the Independent Trustee may deem equitable and in accordance with reasonable trust accounting principles. In addition, the Independent Trustee may provide for a reasonable depreciation charge in the case of trust assets which are subject to depreciation. The Independent Trustee is not required to follow the provisions of the applicable state Principal and Income Act or similar state law to the extent the Independent Trustee determines that said provisions are not equitable to the Beneficiaries designated in this Trust; however, the Independent Trustee shall exercise this power strictly in a fiduciary capacity and shall not exercise this power in a manner which results in the enlargement or shifting of the beneficial interests established by the terms of this Trust.
2. **Allocations of Distributions from Partnership.** If the Trust owns any interests in a partnership and receives money or property from the partnership which is attributable to a partial or total liquidation of the partnership, such receipt shall be allocated to the principal of such Trust(s). Cash or property received from a partnership is considered to be received in partial liquidation to the extent that: (i) the partnership, on or about the time of a distribution, indicates that said distribution is a distribution in partial liquidation, or (ii) the total amount received in a distribution or a series of related distributions is greater than twenty percent (20%) of the partnership's gross assets, as reflected in the partnership's year-end financial statements for the period immediately preceding the initial receipt. Notwithstanding the foregoing, the Trustee of a trust qualifying for the estate tax or gift tax marital deduction may not allocate such cash or property received from a partnership to principal as provided in this subparagraph if such allocation would diminish the amount of income otherwise payable under applicable state law from such trust if the terms of such trust require that all of the income be paid to a spouse at least annually.

D. Non-Prorata Allocations of Exempt Assets. The Independent Trustee has sole discretion to determine whether to allocate a prorata or nonprorata share, or a combination of both, of GST Non-Exempt assets and GST Exempt assets to any trust created by the terms of this Trust. Provided, however, that the Independent Trustee shall neither increase nor decrease the value of such trust.

E. Income in Respect of a Decedent. In dividing or distributing any asset of the Trust Estate that constitutes income in respect of a decedent, the Trustee may take into account the income tax liability associated with the asset (both to minimize the income tax on the satisfaction of any pecuniary share to the Beneficiary of such share and to consider the after-tax amount received by such Beneficiary). In making any such divisions or distributions, the judgment of the Trustee in the selection and valuation of the assets to be divided or distributed shall be binding and conclusive. For purposes of this paragraph, items of income in respect of a decedent shall be such items of gross income as described under Sections 61, 691 and 753 of the Code.

F. Relocation of Trust Jurisdiction. The Independent Trustee may relocate to any jurisdiction any or all of the trust(s) created by the terms of this Trust. By way of example, the Independent Trustee is permitted to change the jurisdiction of a trust in order to protect all or any part of the assets of such trust from the claims of any creditor of a Beneficiary or from a loss as the result of any claim made by any person, organization, or agency, against the trust or a Beneficiary, including any governmental organization or agency. A change may be made as a matter of convenience or accommodation, e.g., a relocation of the Trust closer to the residence of a Beneficiary.

G. Elections Under Federal or State Law. The Independent Trustee may exercise, in such manner and to such extent as the Independent Trustee shall deem advisable, any elections or choices available under the federal or state tax laws, even though such action may be advantageous to one or more of the Beneficiaries of this Trust and disadvantageous to other Beneficiaries. The Independent Trustee shall have no duty to make any adjustments in the Independent Trustee's accounts for the benefit of any Beneficiary adversely affected by any such election.

H. Powers Causing Taxable Power of Appointment. The Independent Trustee shall exercise any other power or right which, though held and exercised in a fiduciary capacity, would cause a Interested Trustee, especially a Interested Trustee who is or may be a Beneficiary of this Trust, to have a taxable power of appointment.

I. Power to Create a Special Needs Trust for Beneficiary. The Independent Trustee may, in such manner and to such extent as the Independent Trustee shall deem advisable, create one or more Special Needs Trusts for any Beneficiary of this Trust and allocate such Beneficiary's trust share to such Special Needs Trust(s).

XVI. AMENDMENT POWER OF INDEPENDENT TRUSTEE

A. Upon the death or incompetence of both Grantors, an Independent Trustee shall have the power to amend the terms of this Trust if such amendment will not cause any portion of the Trust Estate to be included in the gross estate of any person for federal estate tax purposes; provided, however, *that no such amendment shall be valid if, as a result of such amendment:*

1. The class of Beneficiaries is increased or the beneficial interest or economic benefit of any part of the trust asset of any trust created by the terms of this Trust is altered such that it may inure to the benefit of any individual or entity (other than a trust the Beneficiary(ies) of which is/are

trust (i) from a surviving spouse's elective creditor's right to levy on any Beneficiary's trust, or

ation, credit, exclusion, or other tax benefit limited to, any marital or charitable deduction, exclusion, any family business exclusion, and 2032A of the Code, a generation-skipping opportunity to be a stockholder in any significant grandfathered status under some law, this subparagraph shall not preclude any and correct any provisions of this agreement (result) in the trust involved being defective for tax purposes, even if the effect of such is to subject the trust or its Beneficiaries (or/donor) to any type of income, estate, or gift tax receipts and/or assets, or (ii) result in the trust otherwise available to that trust or its Beneficiaries as the Independent Trustee making such a correction y believes that, under all of the circumstances, a correction is necessary to properly reflect the effect of each person who has made any gift or other transaction to the effect of the pre-amendment trust agreement, ability of the trust and its Beneficiaries, the potential effect of such items including, but not limited to, reductions, and a "step up" in cost basis, or income tax defect only, such correction would be in the best term best interests of the trust involved and

such amendment shall be by written agreement of the Trustee, setting forth the trust or trusts to which the amendment applies and the effective date of the amendment.

shall be liable for any exercise of or failure to exercise (release of this power) if such Independent Trustee takes any such action (whether or not requested by the Beneficiary representative).

BUSINESS ENTITY

or Independent Trustee and subject to the provisions of the Trust with the following powers, authorities and duties of the Trust which are supplemental to other powers of the Trust and are in addition to all and any powers

a Beneficiary(ies) under the Trust while such Beneficiary is alive; the Grantors after the execution of the terms of this Section without effect on the trust as the terms of a trust.

2. It diminishes in any way the enforceable right any Beneficiary (or/donor) to receive the income of the Trust in the future;
3. Reduce in any way the power of the trustee(s) to avoid adverse tax consequences to the Trustee's limited power over the assets of individuals or organizations (as set forth by the terms of this Trust, unless as a result of such regulations, or rulings or restrictions and/or limitations on such trust, any effect on such trust, any assets to such trust, or any restrictions and limitations irrevocably and binding limitations in any way that
4. Give any Trustee any power exclusively to another Trust or Trustee exercising for any reason in a nonfiduciary capacity; unless, in either case, as provided in this Section, such amendment has no effect on such trust, any
5. The date upon which any power terminates is later than the date of the amendment.
6. The provisions of this Section amend the powers conferred on the Trustee by the terms of the Trust.
7. The provisions in this Trust which are supplemental to other powers of the Trust and are in addition to all and any powers
8. The powers of an Interest in the Trust are changed, except to the extent that the Trustee as provided in the terms of the Trust
9. Make any change that would be created by the terms of the Trust or otherwise qualified for a

A. Retention by Trustee of Interest in Business Entity. The Trustee is authorized to retain the shares of each Business Entity or interest in each Business Entity for as long as the Trustee deems to be in the best interests of any Trust, regardless of the fact that such shares or interest might produce no income, regardless of any duty to diversify investments, and notwithstanding any other fiduciary obligation which might require the Trustee to dispose of such shares or interest, other than the obligation to act with reasonable care.

B. Trustee Liability for Retention Operation of Business Entity. Each Grantor is aware that certain risks are inherent in the continued holding of ownership interest(s) and the operation of any business. Therefore, each Grantor directs that the Trustee shall not be liable for any loss resulting from the retention and operation of a Business Entity unless such loss shall result directly from the Trustee's gross negligence or willful misconduct. Furthermore, the Trustee shall incur no liability for the willful misconduct, mismanagement or gross negligence on the part of any director, manager, member, partner, officer or employee of the Business Entity who is not employed directly or indirectly by the Trustee. In the absence of any action or notice to the contrary, the Trustee may accept as correct all financial and other statements rendered by the Business Entity or its accountants as to its conduct and operation.

C. Trustee's Power To Exercise Rights of Ownership of Business Entity. Each Grantor authorizes and empowers the Trustee, to the extent permitted by law, to exercise the rights and powers as holder of such shares or interest to effect the continued operation of the Business Entity, or the sale or other disposition of its assets or business or, in the Trustee's sole discretion, to sell, exchange, offer for redemption or otherwise dispose of the shares of or interest in the Business Entity owned by any Trust, or to effect the liquidation or dissolution of the Business Entity, at such time or times and upon such terms and conditions as shall, in the opinion of the Trustee, be in the best interests of the Trust. The Trustee(s) of trusts holding any ownership interests in a Business Entity shall manage and vote any ownership interests of the Business Entity consistent with any Code of Regulations, Operating Agreement, partnership agreement or other applicable documents of the Business Entity as in effect at the time of such actions by such Beneficiaries.

D. Trustee's Power To Participate in the Management of Business Entity. So long as the Trustee continues to hold any interest in the Business Entity, each Grantor authorizes and empowers the Trustee to participate in the management of the Business Entity to the extent that the Trustee's interest in such Business Entity enables the Trustee to do so, without liability or responsibility for any loss resulting from the exercise of the powers hereby granted, or to delegate his or her managerial authority to others, whether by means of employment agreements or other arrangements, and the Trustee may enter into voting trusts and grant irrevocable proxies, as the Trustee deems advisable. Consequently, to these ends and to the extent permitted by law, each Grantor authorizes the Trustee to select, vote for and remove directors of the Business Entity (if the Business Entity is a corporation); to fix, determine or change the policy of such Business Entity; to name or change officers, managing personnel and/or operating personnel; to employ new management; to reduce, expand, limit or otherwise change the business or type of merchandise dealt in or property invested in or investments held by or product manufactured by or service rendered by the Business Entity; to require employees and/or officers of the Business Entity to file bonds for the faithful performance of their duties; to determine the amount of bond

or bonds to be secured; to select the bonding company; to employ outside and disinterested accountants or engineers to make a full and complete survey or appraisal of the Business Entity's business and its prospects in the trade; to employ investment or legal counsel (including any firm with which a Trustee may be associated) whenever the Trustee deems it advisable; to charge the cost of all such services against the interest in the Business Entity held by the Trustee or to vote or take other action to require the Business Entity owning said business to pay such expense; to contribute additional working capital or to subscribe to additional stock as the Trustee may see fit; and to take all steps and perform all acts which the Trustee shall deem necessary or advisable in connection therewith. Except as otherwise provided in this Section, no person having an interest in the assets of this Trust shall be entitled in any way to compel, control or forbid the exercise in any particular manner of any voting or other right which may at any time be vested in the Trustee with regard to the Business Entity.

E. Trustee's Power To Participate in Management of Business Entity Not Mandatory. Notwithstanding the foregoing provisions of this Section, the Trustee shall not be bound or required to take part in the management of the Business Entity, and the Trustee may leave the same (including the payment or non-payment of dividends) wholly to the directors or other persons charged with such management, unless the Trustee shall have notice of any act of dishonesty, misappropriation or misapplication of moneys or other property on the part of such directors or other persons.

F. Authority for Trustee to Act as Officer, Partner, Director, Manager or Employee of Business Entity. The Trustee may act as officer, partner, director, manager or employee of the Business Entity, and the Trustee may vote for himself/herself in the election or appointment of any person or persons as directors, officers, managers or the like. Any Trustee who serves as officer, partner, director, manager or employee of the Business Entity shall be entitled to receive compensation for such services notwithstanding that the Trustee may be in a position to determine or control the amount of such compensation, and each Grantor directs that the Trustee shall not be required to furnish any bond in connection with any such employment.

G. Trustee Power to Enter Into Transaction With Business Entity. The Trustee is authorized to enter into any transaction with any Business Entity in his or her own right that the Trustee could enter into with any unrelated third person, without regard to any rule of law that might otherwise prohibit such transaction by reason of self-dealing or other conflicts of interest. Without limiting the generality of the foregoing, the powers reserved by the preceding sentence shall include, without limitation, the powers i) to purchase property from, sell property to or exchange property with an Business Entity, ii) to borrow money or other property from or lend money or other property to any Business Entity, and iii) to employ, on behalf of the trust, agents, accountants, custodians, experts and legal or investment counsel who also performs comparable services for the Business Entity or for the Trustee. In addition, any Trustee may purchase, sell, exchange or otherwise deal in or dispose of shares of or interests in the Business Entity for his or her account without regard to any rule of law that might otherwise prohibit any such transaction by reason of self-dealing or other conflicts of interest, or that might otherwise require such Trustee to first offer the opportunity to enter into that transaction to the Trust of which he or she is Trustee.

H. Conflicts of Interest. Each Grantor is aware that conflicts of interest may arise by reason of service on the part of the Trustee as officer, partner, director, manager, or employee of the Business Entity and by reason of the Trustee's owning or purchasing an investment in the Business Entity in the Trustee's own right. Each Grantor intends that the Trustee shall, in all respects, be free to exercise the powers and discretion conferred by the terms of this Trust as fully and unrestrictedly as if there were no such conflicting interests. Each Grantor expressly exempts the Trustee from the adverse operation of any rule of law which might otherwise apply to the performance of the Trustee's fiduciary duties by reason of conflict of interest. Without limiting the generality of the foregoing, each Grantor specifically directs that the Trustee shall have no greater burden of justification in respect of the acts as Trustee by reason of conflict of interest than the Trustee would have in the absence of any such conflict.

I. The Grantors as Trustee(s) May Vote Shares of Business Entity Held by Trust. If either Grantor is serving as Trustee, such Grantor has the authority to vote the shares of any Business Entity.

XVIII. TRUSTEE'S POWER TO DEAL WITH ENVIRONMENTAL HAZARDS

The Trustee (whether an Interested Trustee or Independent Trustee and subject to the priorities of Trustees set forth in this Trust) is vested with the following powers, authorities and limitations which are supplemental to other powers, authorities and limitations set forth in this Trust and are in addition to all and any powers conferred by law:

A. General Provisions. The Trustee shall have the power to use and expend the trust income and principal to (i) conduct environmental assessments, audits, sampling and monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, abate or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards, or contest or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by the Trustee under this paragraph may be charged against income or principal as the Trustee shall determine.

B. Disclaimer. The Trustee may disclaim, in whole or in part, any interests in property for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state, or local environmental law.

C. Right To Refuse Contributions. The Trustee may receive any property, real or personal, to be added to the Trust from the Grantors in any event (and if Trustee consents in writing, from any other person) by lifetime or testamentary transfer or otherwise; provided, however, that the Trustee may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to Trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances, and (ii) the property is not being used and has never

been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances in violation of any environmental law or regulation.

D. Exoneration of Trustee. The Trustee shall not be liable for any loss or depreciation in value sustained by the Trust as a result of the Trustee retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state, or local environmental law, unless the Trustee contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence.

E. Indemnification of Trustee. Notwithstanding any contrary provision of this Trust, the Independent Trustee may withhold a distribution to a Beneficiary, other than a Beneficiary of a trust or trust share that is intended to qualify for a marital deduction or as an S corporation shareholder, until receiving from the Beneficiary an indemnification agreement in which the Beneficiary agrees to indemnify the Independent Trustee against any claims filed against the Independent Trustee as "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any similar state law or any regulation thereunder. The right to withhold distributions as provided by the terms of this Trust shall not be available to a Interested Trustee.

XIX. S CORPORATION STOCK

A. Trust as Permissible S Corporation Shareholder. If at any time the Trustee of this Trust shall own or acquire an interest in a corporation which has elected or will elect to be treated as an S corporation under Subchapter S of the Code ("S Corporation Stock"), and this Trust is not a permissible S corporation shareholder under Subchapter S of the Code ("Ineligible Trust"), such S Corporation Stock shall be segregated from the assets of this Trust and shall be held in a separate trust ("Separate Trust"). In addition, the Trustee may elect to hold the S Corporation Stock in one or more Separate Trusts or trust shares. The Separate Trust(s) shall be administered by the Trustee of this Trust (including, but not limited to the preparation and filing of any applicable elections), and the income and principal of such Separate Trust(s) shall be distributed, in strict compliance with the requirements of whichever of the following is applicable: (i) Section 1361(d) of the Code, (ii) Section 1361(e) of the Code, or (iii) any other applicable law then existing which shall enable the Separate Trust(s) to be a permissible S corporation shareholder. Provided, however, that if this Trust is a permissible S corporation shareholder, the Trustee shall not segregate the S Corporation Stock as provided above and shall hold such stock according to the provisions of this Trust.

B. Time for Filing of Elections. The preparation and filing of any applicable elections shall be made by the Trustee before the date on which any S Corporation Stock would otherwise pass to or be treated as held by an Ineligible Trust.

C. Implementation. The Trustee, in the Trustee's discretion, shall determine the form in which the Trustee shall hold the S Corporation Stock and the Trustee shall give written notice of such determination to all persons who would be eligible or entitled at the time of such written notice, to receive income from the Ineligible Trust that would otherwise hold such S Corporation Stock.

D. Application. Notwithstanding anything to the contrary contained in this Section, none of the provisions of this Section shall apply with respect to any S Corporation Stock that would, but for the provisions of this Section, be held in any trust which would qualify, in part or in its entirety, for the federal estate and/or gift tax marital deduction.

XX. SPENDTHRIFT TRUST AND PROTECTION FROM CREDITORS.

Except with respect to (i) the rights of a Beneficiary of a trust share holding S Corporation stock as set forth in this Trust, (ii) the distributions of income to the Surviving Grantor from a trust share under which an election has been made to qualify it for the federal or state marital deduction, or (iii) distributions to the Trustee of a trust share under which an election has been made to qualify it for the federal or state marital deduction, the income and principal payable under the terms of this Trust shall be subject to the following:

A. During Beneficiary's Life. The interest of a Beneficiary shall not, while in the possession and control of the Trustee and prior to distribution of principal or income by the Trustee to such Beneficiary, be subject to attachment or to any claims of creditors or to sale, assignment, pledge, encumbrance or alienation in any manner unless the Trustee first shall have consented to such actions in writing. Nor shall such interest be appropriated or seized in any proceeding at law, in equity, or in any other manner whatsoever. The income and principal interest of a Beneficiary shall cease to be subject to distribution and/or withdrawal by a Beneficiary as Trustee or individually pursuant to the terms of this Trust, and distributions to or for such Beneficiary shall be made solely by an Independent Trustee acting within the Discretionary Standards under the following conditions ("Triggering Events"):

1. Should any Beneficiary attempt to alienate, charge, dispose of or encumber his or her income and principal interest before such assets are delivered to such Beneficiary and without first having obtained the consent of the Trustee in writing; or
2. Should any creditor of a Beneficiary attempt to seize any assets in the hands of the Trustee held for such Beneficiary, and thereby deprive such Beneficiary of the enjoyment of such assets.

B. Beneficiary Affected by Spendthrift Provisions as Trustee. Upon the occurrence of a Triggering Event, a Beneficiary who is also a designated or serving Trustee shall, immediately on the occurrence of the Triggering Event, cease to be a Trustee if then serving or shall never serve as a Trustee if designated and not currently serving. The Independent Trustee shall replace the Beneficiary Trustee; provided, however, that no one dealing with such Beneficiary, reasonably believing such Beneficiary to be a Trustee of his or her trust(s), need ascertain whether the provisions of this paragraph are applicable.

C. Upon Beneficiary's Death. Upon the death of any Beneficiary whose interest is subject to the discretionary authority of the Independent Trustee due to the occurrence of a Triggering Event, the Independent Trustee shall hold or distribute the principal and any accumulated income of such Beneficiary's trust(s) then remaining in the Independent Trustee's hands as follows:

1. If the Beneficiary is the sole Beneficiary of such trust(s), to or for the persons entitled to such Beneficiary's interest as if such Beneficiary's death had occurred at an age or time prior to that specified in this Trust for outright distribution of such assets to such Beneficiary, or
2. If such trust had other income Beneficiaries and has terminated prior to the death of such Beneficiary with respect to the other Beneficiaries of such trust, as if such other Beneficiaries had then received the shares of the trust assets allotted to them under the terms of this Trust upon the termination of the trust and so that such other Beneficiaries do not receive any of such deceased Beneficiary's share of the trust assets unless they are otherwise specified in this Trust as the Beneficiaries entitled to such interests upon the death of such Beneficiary.

D. Authority To Contest Action. The Independent Trustee is further authorized and empowered to contest any action filed by a Beneficiary, or a creditor of a Beneficiary, which seeks to secure judicial approval or authorization for such a discretionary distribution, and the Independent Trustee shall be entitled to charge all fees and costs, including attorneys' fees or fiduciaries' fees, incurred incident to such contest as an expense to the separate trust of the Beneficiary who is the subject of or a party to such contest or action. In exercising discretion under this paragraph, the Independent Trustee is authorized to rely conclusively on any information or other representation of facts the Independent Trustee believes to be genuine.

XXI. QUALIFIED FAMILY OWNED BUSINESS INTERESTS

A. Election. Upon the death of the Surviving Grantor, the Trustee may elect, in such manner and to such extent as the Trustee shall deem advisable, the Family Owned Business Interest deduction for the applicable estate under the provisions of Code Section 2057 and any regulations promulgated under such Code section and furnish security for the payment of the additional estate tax imposed to the extent required by law.

B. Management to Avoid Additional Estate Tax. The Trustee is empowered to manage any Qualified Family Owned Business Interest as defined in Code Section 2057(e)(1) ("QFOBI") in such a manner as to avoid the imposition of the additional estate tax imposed by Code Section 2057(f).

C. Delegate Authority and/or Designate Active Participant. The Trustee is empowered to designate any member of the Surviving Grantor's family, as defined by Code Section 2057(i)(2), to actively participate with the Trustee in the management of any QFOBI to the extent necessary to secure its qualification for any election or benefits extended under the Code or to prevent its disqualification for such benefits. The Trustee is specifically authorized to delegate any authority or responsibility for the management of, or activities related to, such property to such member of the Surviving Grantor's family or the family of a beneficiary of this Trust, which the Trustee may deem advisable or necessary to obtain such benefits, and the Trustee is hereby exonerated from liability by reason of any such delegation. The Trustee may change or substitute any other member or members of the Surviving Grantor's family for such designee, from time to time. The designation of such member of the Surviving Grantor's family

shall be by a written statement signed by the Trustee and shall be subject to revocation by the Trustee at any time.

D. Payment of Additional Estate Tax. The Trustee of any trust with a QFOBI is hereby authorized to enter into an agreement described in Code Section 2057(h) for the payment of the additional estate taxes described in Code Section 2057(f). The payment of such additional estate taxes shall be as provided in such agreement and such payment need not be consistent with the provisions for payment of estate taxes contained in this Trust. If such additional estate taxes are payable from a trust, the taxes shall be a charge to the principal of the trust.

XXII. SPECIAL VALUATION OF PROPERTY UNDER 2032A OF THE CODE

Except as may otherwise be provided in this Agreement, Grantors request that if this trust becomes the owner of "qualified property" as defined by Section 2032(A) of the Code or which the executor of either Grantor's estate has elected to value such property under the special valuation rules of this Section, the Trustee shall be authorized to appoint one or more "qualified heirs" (as defined by Section 2032(A) to manage such property so as to comply with the "material participation" requirements of said Section. The person or persons so appointed shall make all decisions regarding the operation, sale, lease, exchange, investment or reorganization of the property and shall have sole responsibility for the management and conduct of the property. The Trustee shall be expressly relieved of any and all liability for any losses incurred in the operation and management of the property which is under the control of a designated "qualified heir." The Trustee shall not assume any responsibility with respect to the operation and management of the property (except receiving amounts of cash owing to the income or principal of this trust from the property's operation), unless it receives actual notice that no individual is alive, capable or desirous of serving under the terms of this Trust and in such event, the Trustee shall assume full responsibility for the operation and conduct of the property.

XXIII. ALLOCATIONS AND FUNDING

A. Division and Distributions of Trust Estate. In any case in which the Trustee is required physically to divide property held by the Trustee into parts or to distribute it, the Trustee may, without the consent of any Beneficiary, make such division or distribution in kind or in money, or partly in kind and partly in money, without making pro rata distribution of specific property, and to that end may allot specific property, real or personal, to any one Beneficiary. Nothing in this Trust shall be construed as prohibiting the Trustee from allotting an undivided interest or interests in trust assets to any one Beneficiary. Thus, the Trustee, in making partial or final distributions will have the power to exercise the following authority, including but not limited to:

1. Partition any asset or class of assets and deliver a divided and segregated interest to the Beneficiary(ies);
2. Sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the Beneficiary(ies) a divided interest in the proceeds of sale and/or divided or undivided interest in any note and security arrangement taken as part of the purchase price; and/or

3. Deliver undivided interests in any asset or class of assets to the Beneficiary(ies) subject to any indebtedness which may be secured by the property. The assets so divided or distributed shall be valued at their fair market value as of the date of such division or distribution.

B. Appropriate Interest. Whenever a division of this Trust will result in the residual transfer of property after the satisfaction of a pecuniary payment, such pecuniary payment shall carry Appropriate Interest. For purposes of this paragraph, the term "Appropriate Interest" shall be defined as an amount which is equal to interest computed from the date of the Decedent Grantor's death up to the date of payment. The interest payable shall be at a rate at least equal to the statutory rate of interest, if any, applicable to the pecuniary bequests under the laws of the State of Florida. If there is no such rate, then the interest payable shall be equal to eighty percent (80%) of the rate that is applicable under Section 7520 of the Code at the time of the death of the Decedent Grantor; provided, however, that such rate shall not be in excess of the greater of: (i) the statutory rate of interest, if any, applicable to the pecuniary bequest under the laws of the State of Florida, or (ii) one hundred twenty percent (120%) of the rate that is applicable under Section 7520 of the Code at the time of the death of the Decedent Grantor. Notwithstanding the foregoing, the payment of Appropriate Interest shall be satisfied if the payment is made or property is irrevocably set aside to satisfy the entire pecuniary payment within fifteen (15) months from the Decedent Grantor's death.

XXIV. RULE AGAINST PERPETUITIES

A. Period of Time Trusts Shall Continue. The trusts and separate trust shares held under the terms of this Trust are to continue for the greatest period of time permitted by the laws of the governing jurisdiction of this Trust. If the administration and disposition of the Trust Estate is governed by the laws of the State of Florida, then the rule against perpetuities of Section 689.225(2)(f) of the Florida Statutes shall apply, and the trusts and separate trust shares held under the terms of this Trust shall be completely distributed or distributable within three hundred and sixty (360) years after its creation.

B. Distribution After Trust Period Expires. In case any trust or trust share shall not have been completely distributed or distributable prior to the expiration of the above period, all of the income and principal of such trust shall be distributed to those Beneficiaries specified in this Trust for whose primary benefit such trust is then being held by the Trustee (or for whose benefit it would be held if no act proscribed by the spendthrift clause had occurred), and in the proportions then held or, if such trust is then being held for the benefit of the issue of a deceased person, per stirpes to such issue of such deceased person.

XXV. INSURANCE PROVISIONS

The Trustee (other than any Insured Trustee who shall not participate in any decisions involving a life insurance policy on such Trustee's life or its proceeds) shall have all rights of an owner over life insurance policies assigned to or otherwise owned by the Trustee, and the Trustee may exercise the following powers with respect to insurance policies, including, but not limited to the following:

A. Trustee May Acquire, Retain and Dispose of Insurance. The Trustee may hold, acquire, purchase and dispose of or otherwise deal with, in any manner which the Trustee deems proper, life insurance, annuities and other forms of insurance on the life of any individual (or the joint lives of any individuals), as well as health, accident, hospitalization, major medical or other casualty insurance.

B. Trustee's Authority To Exercise Other Incidents of Ownership. The Trustee (other than an Insured Trustee) also has the power to exercise with respect to all life insurance policies held by the trust all options, rights, elections, and privileges exercised under such policies; surrender or cancel any policy; borrow or pledge any policy in connection with a loan; make payments on such policy loans; convert any policy into a different form of insurance; or elect methods of settlement with respect to the policies held by the Trust. In addition, such Trustee may exercise the following additional administrative powers:

1. **Designation of Beneficiary.** The Trustee may designate this Trust as the Beneficiary of any policy of insurance acquired by the Trustee.
2. **Payment of Insurance Premiums.**
 - (a) The Trustee shall be under no obligation to pay any premiums which may become due and payable under the provisions of any insurance policy which has been acquired by or transferred to this Trust, or to see that such payments are made by the Grantors or to notify the Grantors of the nonpayment of such premiums. The Trustee may, in its sole discretion, apply any trust assets to the payment of premiums on any insurance policy which is acquired by or transferred to this Trust (and upon such payment such withdrawal rights shall continue to apply to the trust property). Provided, however, with respect to any policy insuring the Grantors' lives, the Trustee may use the income of the Trust to pay a premium obligation only if a Beneficiary of the Trust gives his or her consent to the application of trust income for this purpose.
 - (b) The Trustee is not under any duty or obligation to pay policy premiums unless the Trust has adequate resources available for that purpose. The Trustee may apply any dividends received by it on any policy to the payment of premiums on any policy held in trust, apply any cash value attributable to any policy to the purchase of paid-up insurance or of extended insurance, borrow upon any policy for the payment of premiums due on any policy, accept the cash value of any policy upon forfeiture thereof, or exercise any other options available to the Trustee under any policy. In addition, the Trustee may exercise other policy rights in a manner designed to discharge or reduce premium obligations.

- (c) The direct payment of a premium on an insurance policy shall be treated as an addition to the trust to the extent it is treated as a gift by a living person.

C. Collection of Proceeds Upon the Death of an Insured. The following procedures apply to the collection and distribution of proceeds from each life insurance policy owned by the Trust upon the death of an insured. This language will also apply generally to any other claim, whether or not life insurance related, which the Trustee may be called upon to prosecute or defend on behalf of the Trust.

1. The Trustee shall furnish all proofs of death and make a reasonable and diligent effort to collect the net proceeds of the policy.
2. The Trustee is authorized to execute and deliver all documents reasonably required to collect the proceeds.
3. The Trustee is authorized to take any and all other steps reasonably necessary for the collection of such proceeds, including the institution of proceedings at law or in equity to enforce payment of such proceeds. The Trustee is not required to incur any expense in enforcing payment unless the Trust has sufficient resources to pay contest and litigation costs. In the absence of sufficient trust resources (in the judgment of the Trustee alone), the Trustee shall not be under any duty to initiate or maintain any legal action unless the Trustee is first indemnified to the Trustee's satisfaction against all liabilities and expenses to which the Trustee may, in the Trustee's sole judgment, be subjected as a result of such action, but the Trustee may utilize the proceeds of any policy to meet expenses incurred in connection with enforcing payment of any other policy. The Trustee will have the right to be reimbursed from the assets of the Trust for any amount advanced by the Trustee from the Trustee's own funds to file and prosecute a claim.
4. The Trustee is under no duty to collect a claim which, in the Trustee's opinion, does not have merit. The Trustee is not required to prosecute a claim if the cost of prosecution may exceed the benefits of a judgment or a settlement considering: (i) the facts of the claim; (ii) the financial condition of the insurer; and (iii) the probable costs of prosecution.
5. Except as otherwise provided herein, the Trustee shall not be responsible for the administration and distribution of the proceeds and benefits of the policies until they are collected by or paid to the Trustee.

D. Split Dollar Plans. The Trustee may enter into and terminate split dollar or similar plans.

E. Minimum Deposit. The Trustee may adopt a minimum deposit or similar arrangement regarding the policy, even though that may reduce the amount of the death benefit or result in the de facto conversion of a cash value life insurance policy into a term policy.

F. Release of Liability. The Trustee (other than an insured Trustee) shall be responsible for the proceeds of the policies only as, if and when paid to the Trustee, and the Trustee shall not be liable to anyone if for any reason the policies, or any of them, shall lapse or shall otherwise be uncollectible. Except at the Trustee's own option, the Trustee shall not enter into or maintain any litigation to enforce payment of the policies, or any of them, until the Trustee shall have been indemnified to the Trustee's satisfaction against all expenses and liabilities to which the Trustee may, in the Trustee's judgment, be subject by such action on the Trustee's part, but the Trustee may utilize the proceeds of any policy to meet expenses incurred in connection with enforcing payment of any other policy. The Trustee is hereby released from any and all liability for the results of any exercise or non-exercise of any incident of ownership with respect to any insurance policies. The Grantors, for themselves, their successors, heirs and assigns, hereby indemnify and hold the Trustee harmless from and against any and all claims, liabilities, penalties and costs, including but not limited to, reasonable attorney's fees ("Damages") arising from any claim, demand, order or other action related in any way to the Trustee's investment and retention of any insurance policies and the exercise or failure to exercise any incident of ownership therein other than intentional wrongful acts of the Trustee. Notwithstanding any contrary provision of this Trust, the Trustee may also at any time require any Beneficiary hereunder to indemnify and hold harmless the Trustee, from and against any Damages in any way related to the Trustee's investment and retention of any insurance policies and the exercise or failure to exercise any incident of ownership therein.

XXVI. PAYMENT OF ESTATE AND GENERATION-SKIPPING TRANSFER TAXES

A. Payment of Estate Taxes Attributable To Trust Assets. Any estate, inheritance and similar death taxes (but not generation-skipping transfer taxes) attributable to the Trust Estate and occasioned by the death of either Grantor shall be paid by, charged to and recovered from the persons (including trusts) receiving taxable benefits under this Trust after giving effect to Code §2207A.

1. **Payment of Estate Taxes Attributable To Pre-Residuary Gifts.** All estate, inheritance or similar death taxes (but not generation-skipping transfer taxes) occasioned by either Grantor's death and attributable to specific, general or demonstrative pre-residuary gifts under this Trust or under either Grantor's Last Will and Testament shall be paid out of and charged against the trust assets other than the pre-residuary transfers.
2. **Payment of Estate Taxes Attributable To General Power of Appointment.** All estate, inheritance or similar death taxes (but not generation-skipping transfer taxes) attributable to property subject to a general power of appointment granted by the terms of this Trust shall be charged against such property, unless the donee, by specific reference to the power, directs otherwise.

B. Payment of Estate Taxes Attributable To Non-Trust Property. All estate, inheritance or similar death taxes (but not generation-skipping transfer taxes) occasioned by the death of either Grantor but not attributable to the Trust Estate shall be paid by, charged to and

recovered from the persons (including trusts) receiving taxable benefits therefrom, after giving effect to Code §2207A.

C. Payment of Generation-Skipping Transfer Taxes.

1. **Taxes Attributable to Direct Skip.** All generation-skipping transfer taxes attributable to a direct skip occasioned by the death of either Grantor and with respect to which such Grantor is the transferor shall be paid by the Trustee out of and charged against the property constituting the transfer as provided in Code §§2603(a)(3) and 2603(b).
2. **Taxes Attributable to Taxable Distribution.** All generation-skipping transfer taxes attributable to a taxable distribution occurring with respect to any trust established by the terms of this Trust shall be paid by the transferee of such distribution as provided in Code §§2603(a)(1) and 2603(b).
3. **Taxes Attributable to Taxable Termination.** All generation-skipping transfer taxes attributable to a taxable termination occurring with respect to any trust established by the terms of this Trust shall be paid by the Trustee and charged against the property constituting the transfer as provided in Code §§2603(a)(2) and 2603(b).

D. Reserves. The Trustee may establish such reserves and make such charges as the Trustee considers necessary for the payment of all taxes described in this Section.

XXVII. GOVERNING LAW

This Trust is a Florida trust, and its validity, construction and administration shall be determined in accordance with Florida law.

XXVIII. DEFINITIONS

A. Adverse and Non-Adverse Parties. The terms "Adverse Party" and "Non-Adverse Party" shall have the meanings set forth in Code Sections 671-677 and the applicable Treasury Regulations.

B. Agent. An individual's "Agent" means (i) the individual's attorney-in-fact acting under a durable power of attorney, to the extent such durable power of attorney specifically authorizes the exercise of a particular power; (ii) the individual's duly appointed conservator or guardian, to the extent such conservator or guardian gives notice to the Trustee and obtains approval for the exercise of such power from the Court which appointed the Agent as such conservator or guardian; or (iii) the individual's parent if such individual is a Beneficiary who is a minor or under any other legal disability.

C. Ascertainable Standard. The term "Ascertainable Standard" shall refer to distributions to a Beneficiary for such Beneficiary's health, education, support and maintenance, even to the exhaustion of the assets of such Beneficiary's Trust(s). Provided, however, this

standard is to be construed and limited according to the requirements of Section 674(b)(5)(A) of the Code and Section 2041(b)(1)(A) of the Code and any applicable Treasury Regulations.

D. Beneficiary. "Beneficiary" means any person who may receive mandatory or discretionary distributions of income or principal under the terms of this Trust.

1. **Adult Beneficiary.** The term "Adult Beneficiary" means a Beneficiary who is twenty-one (21) years of age or older.
2. **Income Beneficiary.** The term "Income Beneficiary" means any person entitled, at the time such person's status is to be determined, to mandatory or discretionary distributions of income under the terms of this Trust.
3. **Minor Beneficiary.** The term "Minor Beneficiary" means a Beneficiary who is younger than twenty-one (21) years of age.
4. **Primary Beneficiary.** The term "Primary Beneficiary" means the Grantors' issue to whom a trust share has been allocated at the time the Trust is divided into separate shares for the Grantors' issue. Unless otherwise provided by this Trust, the death of a Primary Beneficiary will result in a reassignment of generations as to that person's beneficial interest in the Trust so that his or her children or issue (as a group) will each become the Primary Beneficiary(ies) of their own Trusts.
5. **Secondary Beneficiary.** The term "Secondary Beneficiary" means the children or issue (as a group) of the Primary Beneficiary(ies).

E. Broad Standard. The term "Broad Standard" shall refer to distributions to a Beneficiary for such Beneficiary's comfort, support, maintenance, education, health and happiness, taking into consideration the accustomed standard of living of the Beneficiary and any other income the Beneficiary may have to the knowledge of the Trustee.

F. Business Entity. Any corporation, partnership or other business entity, public or private, in which a Trustee, acting pursuant to the terms of this Trust, shall hold or acquire any equity interest exceeding one percent (1%) of the net value of the corporation, partnership or other business entity.

G. Charitable Remainder Trust, Charitable Income or Lead Trust. The term "Charitable Remainder Trust" shall have the same meaning as prescribed by Section 664 of the Code. The term "Charitable Income or Lead Trust" shall have the meaning as prescribed by the following: Treas. Reg. § 1.170A-6(c)(2)(i) and (ii); Treas. Reg. § 25.2522(c)(2)(v) and (vi); Treas. Reg. § 20.2055-2(e)(2)(v) and (vi).

H. Charity. The term "Charity" shall mean (i) any not-for-profit corporation, fund, trust, society or foundation organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or to foster international commerce, world peace, the alleviation of poverty, or improvement of the world habitat, or for the prevention of cruelty to

children or animals, and of which (ii) no part of the net earnings inures to the benefit of any private shareholder, member, or trustee of the charitable organization. For purposes of this Trust, this term shall be construed within the meaning of Code Sections 170(c), 501(c)(3), 2055(a) and 2522(a) and any applicable Treasury Regulations. In the event that any Charity designated in accordance with the terms of this Section is not in existence or fails to qualify as a Charity on the date of distribution, such distribution shall be made as soon as is practical to one or more Charities that has a charitable purpose or purposes as similar as possible to the purposes of the original Charity selected by the Charitable Designator under the doctrine of *cy pres*.

I. Children and Issue. The term "child" or "children" as used in this Trust shall refer to children natural born as issue of Grantors, children adopted by Grantors and designated heirs. Issue shall mean lineal descendants indefinitely, including persons whose relationship is such by adoption.

J. Code and Treas. Reg. The term "Code" shall refer to the Internal Revenue Code of 1986, as amended. References to "Regulations" or "Treas. Reg." are to the Treasury Regulations under the Code. If at the time of a question, a particular provision of the Code has been renumbered, or has been superseded by a subsequent federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to the Grantors' intent as expressed in this Trust.

K. Collective Investment Fund. The term "Collective Investment Fund" means a fund established by a trust company or an affiliate of a trust company for the collective investment of assets held in a fiduciary capacity, either alone or with one or more co-fiduciaries, by the establishing trust company and its affiliates.

L. Disability and Incapacity of the Grantors, Beneficiary or Individual Trustee. For all purposes of this Trust, an individual shall be deemed "disabled" "incompetent" or "incapacitated" if and so long as:

1. Such individual has been declared incompetent by a court of competent jurisdiction; or
2. A guardian or conservator or other fiduciary has been appointed by a court of competent jurisdiction of the individual's person and/or estate; or
3. Two physicians (licensed to practice under the laws of the state where the individual is domiciled) certify that such individual is unable to properly care for his or her person and/or property.

The effective date of the disability, incapacity or incompetence of either Grantor, an individual Beneficiary or Trustee shall be the date of the decree adjudicating the incompetency, the date of the decree appointing the guardian, conservator, or other fiduciary, or the date of the physicians' certificate, as the case may be. A determination that an individual Trustee is incompetent or incapacitated shall be deemed a resignation by the individual Trustee as of the effective date. The incapacity or incompetence of either Grantor or an individual Beneficiary or Trustee, as determined in accordance with the terms of this Trust, shall be binding on such persons under the terms of this Trust and may be relied upon by any third party dealing with any trust established

under this Agreement. The Trustee or successor Trustee, as applicable, shall not be considered to be on notice of any such disability, incapacity or incompetency unless and until the Trustee or successor Trustee has received a copy of the court order or written certification declaring such status.

M. Education. The term "Education" includes private elementary and secondary schooling, including instruction in music, art and other subjects conducted either before or after the regular school day, vocational training, college and postgraduate study, at an institution of the individual's choice and payments for such education shall include tuition, books, supplies, tutors and reasonable travel and living expenses.

N. Exempt Trust. An "Exempt Trust" is a trust which has an Inclusion Ratio of zero for purposes of the federal generation-skipping transfer tax.

O. General Power of Appointment. The term "General Power of Appointment" shall mean a beneficiary's right to appoint, outright or in trust, all or any part of such beneficiary's trust share to any person, charity, association or corporation, including the power holder, the power holder's estate, creditors of the power holder, or the creditors of the power holder's estate.

P. Grantor Trust. A "Grantor Trust" is a trust taxed as a grantor trust under Code Sections 671 - 677 and the applicable Treasury Regulations.

Q. GST Exemption. As used in this Trust, the "GST exemption" shall mean the exemption from generation-skipping tax allowed pursuant to Sections 2631 and 2632 of the Code.

R. Ineligible Trust. The term "Ineligible Trust" means a trust that would cause termination of a corporation's election to be taxed under Subchapter S of the Code if the trust owned any stock of that corporation.

S. Investment Company. The term "Investment Company" means any investment company as defined in section 3 and registered under section 8 of the "Investment Company Act of 1940."

T. Limited Power of Appointment. The term "Limited Power of Appointment" shall mean a beneficiary's right to appoint, outright or in trust, all or any part of such beneficiary's trust share to any person, charity, association or corporation except the power holder, the power holder's estate, creditors of the power holder, or the creditors of the power holder's estate.

U. May. The term "may" is discretionary. Unless the discretion is made absolute, the Trustee must act reasonably and not in bad faith. If the discretion is made absolute, the Trustee must not act in bad faith.

V. Net Income. The term "net income" means income as that term is defined in Code Section 643(b).

W. Non-Exempt Trust. A "Non-Exempt Trust" is a trust which has an Inclusion Ratio of greater than zero for purposes of the generation-skipping transfer tax.

X. Per Stirpes. Distribution of property to or division of property among the issue of a person "per stirpes" means to divide the property into as many equal shares as there are living children of such person, if any, and deceased children of such person who leave issue then living.

Y. Special Needs Trust. A "Special Needs Trust" is a trust created for a disabled and/or elderly Beneficiary which is intended to supplement, but not replace, any public benefits that the Beneficiary receives.

Z. Shall. The term "shall" means mandatory.

AA. Spouse. The term "spouse" shall refer to the lawfully married spouse, determined by the laws of the jurisdiction in which such individual resides.

1. **Death or Divorce.** If a person is a spouse as defined in this Trust either at the time this Trust is executed or later and such spouse dies then such person shall no longer be deemed a spouse for purposes of this Trust. If a Beneficiary and his or her spouse become divorced, or if the marriage shall terminate through any other judicial determination, then such Beneficiary's spouse shall be deemed to have died for all purposes of this Trust on the date of such divorce or judicial termination of marriage. By way of example, even if a person's spouse is referred to by name in this document, such person will cease to be a "spouse" if such person no longer qualifies as a spouse as defined in this Trust.
2. **Conflict Resolution.** If a conflict arises between a person formerly identified as a spouse in this Trust and a person who later qualified as a spouse, the latter shall prevail. If a dispute arises as to whether a person qualifies as a spouse, the Trustee shall determine such person's status.

BB. Tax Terminology. If used in this document, the following terms shall have the meaning set forth or determined in accordance with the Code or applicable Treasury Regulations: "Adjusted Gross Estate," "Adjusted Taxable Gifts," "Direct Skip," "General Power of Appointment," "Gross Estate," "Inclusion Ratio," "Income in Respect of a Decedent," "Maximum Federal Estate Tax Rate," "Related or Subordinate Party," "S Corporation," "Taxable Estate" and "Tentative Tax."

CC. Trustee.

1. **Corporate Trustee.** A "Corporate Trustee" shall mean a bank or trust company having a capital and surplus of at least One Million Dollars (\$1,000,000.00) according to the last statement published by it prior to its appointment.
2. **Independent Trustee.** The term "Independent Trustee" shall mean a Trustee who is not an Interested Trustee.

3. **Insured Trustee.** The term "Insured Trustee" shall mean a Trustee who is the insured (or one of the insureds), a person who is subordinate to or subject to the control of the insured under a policy of insurance held in the Trust. No Insured Trustee may participate in the exercise of any incident of ownership over any policy that insures the life of such Trustee.
4. **Interested Trustee.** The term "Interested Trustee" shall mean a Trustee who is (i) a transferor of property to the Trust, including a person whose qualified disclaimer resulted in property passing to the Trust; or (ii) a person who is or in the future may be eligible to receive income or principal pursuant to the terms of the Trust; or (iii) a person who is related or subordinate to or subject to the control of the Grantors as the term "related or subordinate" is defined by Section 672 et seq. of the Code; or (iv) a person who is subordinate to, or subject to the control of any member of the family who is a present, future, or contingent Beneficiary of this Trust; or (v) a member of the family as that term is defined in Section 2704 of the Code.

DD. Trust Estate. The term "Trust Estate" shall mean the assets the Grantors have transferred and delivered to the Trustee that are described in the attached Exhibit A together with all other property or cash that may be transferred, devised or bequeathed to the Trust by the Grantors or any other person, at any time, and all investments, reinvestments and income from such assets.

EE. Value. The term "value" means fair market value as defined in Treas. Reg. §20.2031-1(b), as amended.

XXIX. MISCELLANEOUS

A. Headings. Titles and headings in this Trust are added for convenient reference, and shall not be deemed to alter or affect the meaning of any provisions hereof.

B. Miscellaneous Provisions. Whenever words are used in this Trust in any gender, they shall be construed as though they were used in the gender appropriate to the circumstances; and whenever words are used in this Trust in the singular or plural form, they shall be construed as though they were used in the form appropriate to the circumstances. Every pronoun includes corresponding pronouns in the same person of different genders or numbers or both, to the extent the context permits.

C. Exercise of Power of Appointment. Whenever this Trust gives a Beneficiary a General Power of Appointment or Limited Power of Appointment over such Beneficiary's share of the Trust, the exercise of such power of appointment shall be in writing, must be acknowledged, and must clearly evidence the intent of the Beneficiary to exercise such power of appointment. A power of appointment may be exercised by a Last Will and Testament which satisfies the formalities required by the law of the residence of the Beneficiary. The written exercise of a power of appointment must either have been delivered to the Trustee prior to the death of the Beneficiary, or, if exercised by a Last Will and Testament, such Last Will and

Testament must be filed for probate within three (3) months from the date of death of the Beneficiary and must subsequently be admitted to probate no matter the time interval. If the Trustee has no written notice of the existence of such a Will within a period of three (3) months after the date of death of the Beneficiary, the Trustee may presume that the Beneficiary died without having effectively exercised the power of appointment conferred by the terms of this Trust, and the Trustee shall not be liable to any person, association or corporation in acting in accordance with such presumption.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and **GEORGE L. GONZALEZ** and **MICHELLE R. GONZALEZ** to evidence the Trustee's acceptance of the trusts in this document expressed has set their hands to this Trust at Navarre, Florida, as of the day and year first above written.

WITNESS:

James D. Richey
James D. Richey

George L. Gonzalez
GEORGE L. GONZALEZ, Grantor

James D. Richey
James D. Richey

Michelle R. Gonzalez
MICHELLE R. GONZALEZ, Grantor

WITNESS:

James D. Richey
James D. Richey

George L. Gonzalez
GEORGE L. GONZALEZ, Trustee

James D. Richey
James D. Richey

Michelle R. Gonzalez
MICHELLE R. GONZALEZ, Trustee

This document was prepared by:

MICHAEL P. MOLONEY, ESQ.
Sebaly, Shillito & Dyer
A Legal Professional Association
1900 Kettering Tower
Dayton, Ohio 45423
(937) 222-2500

EXHIBIT "A"

I hereby certify that the foregoing is a true and complete copy of The George and Michelle Gonzalez ; Family Dynasty Trust.


Notary Public



JAMIE N. NIXON, Notary Public
In and for the State of Ohio
My Commission Expires 07/31, 2010