

5/17

TRANSMITTAL LETTER

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

SUBJECT: The Dwyer Family Management 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: Patricia M. Heath
Name (Printed or typed)

2100 Electronics Lane

Address

Fort Myers, FL 33912

City, State & Zip

239-489-1600

Daytime Telephone number

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

FILED
07 MAY 15 AM 8:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The Dwyer Family Management Trust

A Irrevocable Florida **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 Dwyer Family Management Trust, a
(Name of Trust)

Florida
(State) Trust hereby affirms in order to file or qualify

The Dwyer Family Management Trust, in the State of Florida.
(Name of Trust)

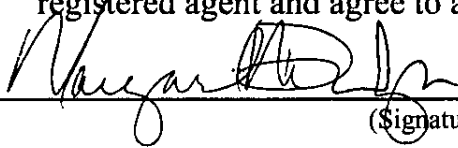
1. Two or more persons are named in the Trust.

2. The principal address is 2100 Electronics Lane
Fort Myers, FL 33912

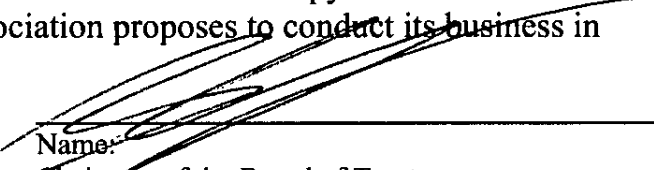
3. The registered agent and street address in the State of Florida is:

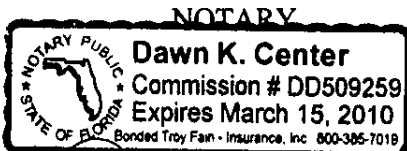
Margaret M. Dwyer, 2100 Electronics Lane, Fort Myers, FL 33912

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.


Name: _____
Chairman of the Board of Trustees



Filing Fee: \$350.00
Certified Copy: \$ 8.75 (optional)

Dawn K. Center

ORIGINAL

**DECLARATION OF TRUST AND AGREEMENT ESTABLISHING
THE DWYER FAMILY MANAGEMENT TRUST
JAMES A. DWYER, JR., GRANTOR**

On January 1, 2005, I, James A. Dwyer, Jr., of Fort Myers, Florida, am making a gift, in trust, of One Hundred Dollars (\$100) to Nancy L. Dwyer, as trustee. The Trustee acknowledges receipt of the property described above. This trust shall be known as the Dwyer Family Management Trust and the Trust Estate of this Trust shall be held, in trust, as set forth below.

**Article 1
Identification of Family**

The name of my **wife** is Nancy L. Dwyer and all references in this Agreement to "my **Wife**" are to **her**.

The names of my children are as follows: Mary D. Zitnik, Margaret M. Dwyer, James A. Dwyer, III, John A. Dwyer, Christopher B. Dwyer, Jocelyn A. Warchol, Bridget G. Crowley, Lucretia A. Dwyer, Cavan M. Dwyer, Marcienne I. Dwyer, and Meave A. Dwyer.

The name of my **Wife's** child of a previous marriage is Brian P. Dooley. Although I have never legally adopted Brian P. Dooley, it is my intention that for purposes of this Agreement, Brian P. Dooley and my children shall be considered to be my children and descendants and each of their descendants shall be considered to be my descendants.

**Article 2
Character of the Trusts**

2.1 Irrevocable Trusts. The Trust is irrevocable. Except as provided in Section 3.2 hereof, no Person, including the Trustee and me, shall have the right to revoke, alter or amend this Agreement.

2.2 Limitations on my Rights. I do not intend to retain any reversionary or remainder interest in the Trust Estate of any Trust and accordingly, nothing in this Agreement shall be interpreted to the contrary. In addition, nothing in this Agreement shall be interpreted to entitle me to reacquire any part of the Trust Estate of any Trust by substituting other property of equivalent value.

2.3 Limitations on Trustee's Authority. Nothing in this Agreement shall be interpreted to authorize the Trustee to apply any portion of the income or principal of any Trust to relieve me from any legal obligation to support or maintain any Beneficiary, to authorize the Trustee to apply the income of any Trust to the payment of insurance premiums on my life or on the life of my **Wife** or take any other action which would cause me to be treated as the owner of any portion of any Trust under Section 671 through Section 677 of the Code.

2.4 Purpose of Trust. This Trust is being formed to act as the general partner of the Dwyer Family Limited Partnership (the "Partnership") and to otherwise manage the Partnership's

business and investment activities and any successor or other affiliated entities (herein sometimes referred to as the "Company").

Article 3

Distributions From the Trust

The Trust Estate of the Trust shall be administered and distributed for the following purposes:

3.1 Distributions Prior to Termination Date. Prior to the Termination Date the Trustee shall distribute the Trust Estate of the Trust as follows:

3.1A Discretionary Distributions of Net Income to Descendants. The Trustee may distribute to any one or more of my living descendants all or any portion of the net income of the Trust which the Trustee determines is necessary for the Support of any one or more of my descendants.

3.1B Discretionary Distributions of Principal to Descendants. The Trustee may distribute to any one or more of my living descendants all or any portion of the principal of the Trust which the Trustee determines is necessary for the Support of any one or more of my descendants.

3.2 Allocation After Termination Date. As soon as reasonably practicable after the last to occur of (i) my death or (ii) the sale of all or substantially all of the assets of the Company or upon the earlier determination to terminate this trust and divide the Trust Estate, in the sole discretion of the Trustees (the "Termination Date"), the Trustee shall allocate the remaining Trust Estate of the Trust as follows:

3.2A into separate shares, *per stirpes*, for my descendants who are living on the date the Trust Estate is allocated; but if there is no living descendant, then

3.2B into separate shares for those Individuals, other than creditors, who would be entitled to inherit personal property from me under the Florida Statutes concerning Intestate Succession, and in the respective proportions provided in that statute, had I died intestate on the date the Trust Estate is allocated, with neither a spouse nor a descendant surviving, as a resident of Florida owning only the Trust Estate being allocated under this paragraph.

3.3 Distribution of Separate Shares of Trust. The Trustee shall distribute each separate share of the Trust which is allocated for an Individual pursuant to Section 3.2 to such Individual outright and free of trust. Each share of the Trust which becomes distributable to a person who has not reached the age of 18 years shall immediately vest in the person, but the Trustee shall retain possession of the share as a separate trust, paying to or for the benefit of the person so much or all of the income and principal of the share as the Trustee deems necessary or advisable from time to time for his or her health, maintenance in reasonable comfort, education (including postgraduate) and support, adding to principal any income not so paid, and distributing the share to the person when he or she reaches the age of 18 years or to the estate of the person if he or she dies before receiving the share in full. Provided, however, if any share

shall be distributable to any Individual for whom there is then a Descendants Trust created under the Dwyer Family 2005 GST Trust with such Individual as the Primary Beneficiary, then such share shall be added to such Trust and distributed as provided therein.

Article 4 **Successor Trustees**

4.1 Successor Trustees. My Wife shall act as the Trustee, until such time as the Board of Trustees shall have been elected or appointed pursuant to Section 4.2 hereof and each such Trustee shall have accepted such assignment.

4.2 Board of Trustees.

4.2A This Trust and its activities shall be managed by a Board of Trustees (the "Board" and its members are "Trustees") comprised of five (5) individuals to be elected as provided herein. Except as otherwise expressly provided in this Agreement or the agreement governing a business entity in which the Trust is a member, the Board shall have full, complete and exclusive authority, power and discretion to govern, manage and control the business, affairs and properties of the Trust, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incidental to the governance and management of its business. The Trustees shall each serve terms of two (2) years. A Trustee may serve no more than three (3) consecutive terms but then may be elected to serve on the Board after a hiatus of at least one year. Elections for the Board shall be held as provided herein and shall take place during the month of January each year at such date and place as set by the Board provided that at least 30 days notice of the meeting is given and if no notice is given, then the election shall be held on January 31st of each year. Three (3) Trustees will stand for election in January 2007 and then every two years thereafter and two Trustees shall stand for election in January 2008 and then every two years thereafter. The initial Board of Trustees shall be James Dwyer, III, John Dwyer, Bridget Crowley, Jocelyn Warchol and Marcienne Dwyer.

4.2B The Board shall determine the terms and conditions of employment for all employees, consultants and other service providers of the Trust unless the determination of such terms and conditions for certain persons is specifically delegated by the Board.

4.2C Any Trustee or Family Group Designated Representative (as such term is defined herein) may call a meeting of the Board upon at least three (3) days prior notice stating with reasonable particularity the subject matters to be discussed at such special meeting. The Trustees may attend telephonically and a majority of the number of Trustees shall constitute a quorum for transaction of business at any meeting of the Board; provided that if less than a majority of such number of Trustees are present at said meeting, a majority of the Trustees present shall adjourn the meeting at any time without further notice. The act of the majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board. The Board shall attempt to meet regularly, but shall meet not less than quarterly. The Board may meet telephonically or in person and, if in person, the meeting may be at any location within or outside of

Florida. Actions of the Board may be taken by a vote of a quorum, or by unanimous written consent.

4.2D Trustees shall devote such time as is necessary and proper to discharge their duties fully and in good faith, provided that it is not expected that Trustees shall spend their full time as a Trustee.

4.3 Election of Board of Trustees. At any meeting in which Trustees are elected, any Trustee or any Designated Representative of a Family Group may nominate an Individual to serve on the Board of Trustees. Trustees shall be elected to fill each such vacancy one at a time until each vacancy is filled. The Election of a Trustee shall require the vote of a majority of the Family Group Designated Representatives.

4.4 Family Groups and Designated Representatives. For purposes of this Agreement, there shall be twelve (12) Family Groups. Each of Mary D. Zitnik, Margaret M. Dwyer, James A. Dwyer, III, John A. Dwyer, Christopher B. Dwyer, Jocelyn A. Warchol, Bridget G. Crowley, Lucretia A. Dwyer, Cavan M. Dwyer, Marcienne I. Dwyer, Meave A. Dwyer and Brian P. Dooley, together with each such Individuals' respective "Permitted Transferees" (as such term is defined in the Partnership Agreement or other governing agreement of the Company), shall constitute a separate Family Group, and each such named Individual shall be the initial Designated Representative of such Family Group for purposes of voting under this Agreement.

4.5 Changing Designated Representatives. Each Family Group shall have the right, at any time, and from time to time to change the designation of its Designated Representative by written notice to the Board of Trustees provided that each Designated Representative must be a descendant of James A. Dwyer, Jr. Absent such written notification by a Designated Representative of a Family Group, should a vacancy occur in the Designated Representative (i.e., death, disability, resignation, etc.), such Family Group shall have no Designated Representative and voting under this Agreement will be based upon the vote of the duly authorized Designated Representatives of all the other Family Groups.

4.6 Compensation of Trustees. Trustees shall be compensated for serving as Trustees in the amount of \$1,000 per month, plus \$100 for attending each officially scheduled meeting of the Board. The Board shall also develop a reimbursement policy to reimburse Trustees for their reasonable ordinary and necessary out of pocket expenses.

4.7 Actions by the Board. Whenever in this Agreement the Board is permitted or required to take, any action or to make a decision in its "sole discretion" or "discretion," with "complete discretion" or under a grant of similar authority or latitude, the Board shall be entitled to consider only such interests and factors as it desires, provided that, the Board shall act in good faith. Whenever in this Agreement the Board is permitted or required to take any action or to make a decision in its "good faith" or under another express standard, the Board shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein and, notwithstanding anything contained herein to the contrary, so long as the Board acts in good faith, the resolution, action or terms so

4.7 Actions by the Board. Whenever in this Agreement the Board is permitted or required to take, any action or to make a decision in its "sole discretion" or "discretion," with "complete discretion" or under a grant of similar authority or latitude, the Board shall be entitled to consider only such interests and factors as it desires, provided that, the Board shall act in good faith. Whenever in this Agreement the Board is permitted or required to take any action or to make a decision in its "good faith" or under another express standard, the Board shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein and, notwithstanding anything contained herein to the contrary, so long as the Board acts in good faith, the resolution, action or terms so made, taken or provided by the Board shall not constitute a breach of this Agreement or any other agreement contemplated herein.

Article 5

Distributions to Beneficiaries

5.1 Discretionary Distributions.

5.1A If the Trustee is authorized to make a distribution by use of the word "may," then that authority is intended to permit the Trustee to make distributions any number of times that he or she, in his or her sole and absolute discretion, determines are appropriate, even if a Trust is terminated and the interests of the remaindermen are defeated by one of those distributions, but that authority is not intended to require the Trustee to make any distribution to any Person.

5.1B If the Trustee is authorized to make a distribution of any portion of the net income or principal of any Trust to any Person by the use of the word "may," then that authority shall permit the Trustee to enter into any transaction with that Person on terms which provide that Person with economic benefits that are no greater in value than the economic benefits of an outright distribution of that net income or principal. For example, in lieu of making a discretionary outright distribution of principal, the Trustee may purchase a residence with that principal and permit any Individual to whom a distribution of that principal could have been made to use that residence free of charge, or in lieu of making a discretionary outright distribution of net income, the Trustee may purchase a residence with that portion of the principal which would otherwise have earned that net income and permit any Individual to whom a distribution of that net income could have been made to use that residence free of charge (other than the expenses required to maintain the residence in the same condition as it was when that Individual was first granted possession).

5.1C If the Trustee is authorized to make a distribution to more than one Beneficiary of any Trust by use of the word "may," then that authority is intended to permit the Trustee to make distributions to all or any one or more of those Beneficiaries, in equal or unequal amounts, as the Trustee, in his or her sole and absolute discretion, determines are appropriate and there shall be no adjustment among those Beneficiaries by reason of any unequal distribution.

5.1D Any net income of a Trust which is not distributed by reason of the Trustee's exercise of discretion shall be accumulated and added to and become a part of the principal of that Trust.

5.2 Best Interest. The "Best Interest" of a Beneficiary shall be liberally construed by the Trustee and contemplates not only distributions necessary for the Support of the Beneficiary but also distributions for the Beneficiary's comfort and convenience. The determination of whether and to what extent a distribution of net income or principal of any Trust is in the Best Interest of a Beneficiary of that Trust shall be in the sole and absolute discretion of the Trustee of that Trust. In making any discretionary distribution, it is my desire, but not my direction, that the Trustee consider both the general financial resources and requirements of the Beneficiary and the ability of the Beneficiary to deal with and manage the money or property involved. As illustrations, and not in limitation of the purposes for which distributions may be made under this standard, the Trustee may make distributions to permit the Beneficiary to travel for educational or pleasure purposes, to permit the Beneficiary to purchase or furnish a personal residence or to permit the Beneficiary to purchase, initiate or invest in a business even though the business might be the type of investment in which, because of its risk, the Trustee otherwise would not or could not invest the Trust Estate.

5.3 Support. A distribution for the "Support" of a Beneficiary means a distribution for the support and maintenance of the Beneficiary in reasonable comfort taking into account the standard of living of the Beneficiary during the five (5) year period immediately preceding that distribution and includes dental, psychiatric, invalidism and other medical care, and college, postgraduate, professional, vocational, language, artistic and other educational programs. Distributions for the Support of a Beneficiary shall not include any amounts which any local, state or federal government or agency or any private agency would otherwise pay to or for the Beneficiary or those dependent on the Beneficiary or any amount that would be required by law to be paid to any governmental agency for any reason other than income taxes attributable to that distribution and shall be made only if and to the extent that other income and resources known to the Trustee to be available to the Beneficiary for that purpose (including the income and resources of any Person who is legally obligated to support that Beneficiary) are inadequate.

5.4 Distributions to Incompetent Individuals. If any portion of the Trust Estate is distributable to an Individual who is Incompetent, then in lieu of making distributions of that portion directly to that Individual, distributions may be made by the Trustee for the benefit of that Individual in one or more of the following ways and pursuant to those terms that the Trustee determines are appropriate:

5.4A to the legally appointed guardian or conservator of that Individual;

5.4B to a parent or some relative or friend of that Individual;

5.4C to a custodian for that Individual under any Uniform Transfers to Minors Act or any similar act; or

5.4D by the Trustee using those amounts directly for the benefit of that Individual.

The receipt of any such distributee shall constitute a full release and discharge of the Trustee and the Trustee shall not be obligated to see to the application of any money or property so distributed.

Article 6

Obligations, Rights and Authority of Trustee

6.1 Trustee Authority. Unless expressly limited under another provision of this Agreement and subject to the last paragraph of this Section, the Trustee shall have all powers conferred by law upon trustees and, to the extent not conferred by law, the Trustee shall have the authority, but shall not be required, to take any of the following actions, any number of times and on any terms and conditions, as the Trustee, in his or her sole and absolute discretion, determines are appropriate. Each provision of this Section in which the Trustee is authorized to take an action shall be interpreted so as to authorize the Trustee to refrain from taking that action even though not expressly stated in that provision.

6.1A Real Estate Transactions. The Trustee is authorized to take any actions with respect to real estate which an Individual who owns or holds an interest in real estate could take, including: to buy, sell, exchange, rent, lease, convey, assign, accept title to, grant easements on, create conditions with respect to, release rights of homestead with respect to, hold, possess, maintain, repair, remediate environmental conditions affecting, improve, raze, extract minerals from, alter, abandon, develop, subdivide, dedicate, vacate, partition, manage, operate and insure real estate; to collect all rent, sale proceeds and earnings from real estate; to create land trusts and exercise all powers under land trusts; and to pay, contest, protest and compromise real estate taxes and assessments.

6.1B Tangible Personal Property Transactions. The Trustee is authorized to take any actions with respect to tangible personal property which an Individual who owns or holds an interest in tangible personal property could take, including: to buy, sell, exchange, rent, lease, convey, assign, accept title to, create conditions with respect to, hold, possess, maintain, repair, remediate environmental conditions caused by, improve, alter, abandon, manage, operate, insure, move, store, ship, publicly exhibit and privately exhibit tangible personal property; to collect all rent, sale proceeds and earnings from tangible personal property; and to pay, contest, protest and compromise tangible personal property taxes and assessments.

6.1C Securities and Other Intangible Property Transactions. The Trustee is authorized to take any actions with respect to securities and other intangible property (which phrase includes stocks, general partnership interests, limited partnership interests and limited liability company membership interests of any class, bonds, mutual funds, futures, commodities, options, notes, mortgages, debentures, derivatives, foreign currencies, puts, calls, conversion privileges, subscription rights, copyrights, patents, trademarks, tradenames, franchises, beneficial interests in trusts, insurance policies, retirement plans, annuities, permits and other contract rights) which an Individual who owns or holds an interest in securities or other intangible property could take, including: to buy, sell, exchange, license, convey, assign, accept title to, create conditions with respect to, exercise or subordinate rights with respect to, hold, possess, abandon, manage

and insure securities and other intangible property; to collect all royalties, proceeds and earnings from securities and other intangible property; to exercise all voting rights, in person or by proxy, enter into voting trusts and consent to limitations on the right to vote with respect to securities and other intangible property; to enter into agreements making any Trust liable for its pro rata share of the liabilities of any entity in which that Trust owns an interest; and to pay, contest, protest and compromise intangible property taxes and assessments.

6.1D Business Operations. The Trustee is authorized to participate in any business to the same extent as an Individual could participate in any business, including: to organize, buy, sell, invest capital in, execute organizational and operating agreements with respect to, manage, operate and determine questions of policy with respect to any business; to participate in any reorganization, merger, consolidation, contraction, division, recapitalization, liquidation or dissolution of any business; to take any actions with respect to property owned by or to enter into any transaction on behalf of any business which the Trustee could take or enter into with respect to the Trust Estate under any other provision of this Article; and to delegate any authority with respect to the foregoing and elect, employ and compensate directors, officers, employees, managers and other agents of any business. For purposes of this Article, a "business" means:

(1) every type of business endeavor, including: agriculture, mining, construction, manufacturing, transportation, utilities, retail trade, wholesale trade, service and any other type of business operation; and

(2) all forms of conducting a business, including: a proprietorship, general partnership, limited partnership, limited liability company, corporation, trust and other legal entity.

6.1E Financial Institution Transactions. The Trustee is authorized to take any actions with any types of financial institutions (which term includes banks, trust companies, savings and loan associations, credit unions and brokerage firms) which an Individual could take, including: to open, close, continue and control checking, savings, margin and other accounts, safe deposit boxes and custodial and depository arrangements; and to deposit in and withdraw from any financial institution accounts.

6.1F Financing Transactions. The Trustee is authorized to enter into any financing arrangements which an Individual could enter into, including: to borrow; to modify any indebtedness; to guarantee any indebtedness and to indemnify co-guarantors or sureties; to pay, satisfy or assume any form of obligation; to buy on margin or sell short; to mortgage, pledge or otherwise encumber all or any portion of the Trust Estate, to lend all or any portion of the Trust Estate, to buy or sell on an installment basis; to accept or apply for letters of credit; and to establish lines of credit as lender or borrower.

6.1G Retirement Plan Transactions. The Trustee is authorized to enter into any retirement planning arrangements which I could enter into, including: to contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus,

employee savings and other retirement plan, individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under do disability.

6.1H Investment Suitability. The Trustee is authorized to make joint investments with any Person, including the Trustee individually or any trust having the same Trustee or different trustees; to invest in property located within or outside of the United States of America; to cause all or any portion of the Trust Estate to be held or registered in the Trustee's name or in any other form that the Trustee deems appropriate without disclosing the fiduciary relationship; and to retain any property received from me or from any other source for any period of time and to invest the Trust Estate in any kind of property, in each case regardless of any risk, lack of productivity, diversification or marketability of the Trust Estate or that property, or limitation under any statute or rule of law concerning investments by fiduciaries, including: to retain and invest in property which has a maturity date extending beyond the termination of the Trust, the Beneficiary's lifetime, or the vesting of any Power of Appointment, including life estates, remainder or reversionary interests, and undivided interests which cannot be liquidated prior to the occurrence of any of these events.

6.1I Debts, Claims and Legal Proceedings. The Trustee is authorized to take any actions with respect to debts, claims and legal proceedings affecting the Trustee, in his or her capacity as a trustee, any Trust, the Trust Estate of any Trust, or any Person's interest in a Trust or the Trust Estate of any Trust, including: to institute, prosecute, defend, abandon, compromise, arbitrate, settle and dispose of any claim or legal proceeding in favor of or against the Trustee or the Trust Estate, to collect and receipt for any claim or settlement proceeds and execute waivers and releases; to pay taxes and expenses incurred in administering the Trust Estate, and to enter into contingency fee agreements and other contracts in connection with any claim or legal proceeding.

6.1J Tax Elections. Subject to the last paragraph of this Section 6.1, the Trustee is authorized to make any elections which may affect the tax treatment of all or any portion of the Trust Estate.

6.1K Form and Valuation of Distributions. The Trustee is authorized to make any required or permitted distribution to or from any Trust in money or any other property or any combination of money and other property; to allocate or distribute different properties or disproportionate interests in any property, and no adjustment shall be required to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes; to allocate or distribute property subject to any liability of that Trust and to value the property being distributed or allocated in the manner the Trustee determines is appropriate.

6.1L Principal and Income Determinations. The Trustee shall apportion receipts, expenses and losses between income and principal in accordance with what is reasonable and equitable in view of the interests of those beneficiaries to whom income is distributable as well as those beneficiaries to whom principal is distributable. In making these determinations, the Trustee shall be guided by the provisions of the Florida Principal and Income Act, as amended from time to time.

6.1M Name of Trust and Location of Trust and Trust Estate. The Trustee is authorized to designate or change the name of any Trust; to move all or any portion of the Trust Estate to any location, including any location within or outside of the United States of America; and to change the situs of any Trust to any jurisdiction which the Trustee determines may be advantageous to that Trust.

6.1N Delegation. The Trustee is authorized to delegate to any other Person any authority conferred upon that Trustee in this Agreement, including to designate or appoint a fiduciary to act in any jurisdiction in which the Trustee is unwilling or unable to act and conferring upon the appointed trustee all or any portion of the rights, authorities, and duties of the appointing Trustee; to appoint and employ, with or without compensation, any accountants, attorneys, investment counsel and other agents, including any Trustee and any firm with whom the Trustee is affiliated without reducing the compensation of the Trustee in any capacity; to revoke any delegation of authority by that Trustee and to dismiss or discharge any Person appointed or employed and to purchase fidelity, surety and similar insurance to protect the Trustee and Persons appointed or employed by the Trustee.

6.1O Other Authority. The Trustee is authorized to take any other actions, make any other payments, and enter into any other transactions, including to purchase property from, make loans to or otherwise deal with the trustee of any other trust, even though the Trustee may also be acting as a trustee of that trust; and to exercise any authority granted to him or her under this Agreement with respect to any Trust during the term of that Trust and during the period between the termination of that Trust and the distribution of the Trust Estate of that Trust and, during any period in which any litigation is pending which may void or invalidate that Trust in whole or in part or affect the rights, authorities, duties or discretions of the Trustee.

6.2 Binding Effect of Releases. If the current or former Trustee of a Trust obtains from any Beneficiary of a Trust or successor Trustee of that Trust a written release from any obligations attributable to any acts or any decisions by the Trustee seeking the release, including any decisions with respect to the investment of the assets of the Trust Estate of that Trust, retention of any or all assets, and the sale or disposition of any or all assets, or obtains the written approval of any Beneficiary or successor Trustee of that Trust of any account or statement, then that release or approval shall be binding and conclusive upon, in the case of a release or approval by a successor Trustee, all Beneficiaries of that Trust and their descendants and contingent beneficiaries and all other Persons who may thereafter acquire any interest in that Trust, and in the case of a release or approval by a Beneficiary, that Beneficiary, all descendants of that Beneficiary (including then unborn descendants), and all other Persons who may thereafter acquire all or any portion of that Beneficiary's interest in that Trust (including all adult and minor

contingent beneficiaries and all beneficiaries who are born after the date of the release or approval).

6.3 Liability of Trustee and Former Trustees.

6.3A No Trustee or former Trustee (collectively referred to in this Agreement as the "Indemnified Group") shall be personally liable for:

- (1) any liability or obligation of the Trust under any agreement;
- (2) errors in judgment (including acting in reliance on the opinion of legal counsel or public accountants or believing in good faith that he or she is acting within the authority granted in this Agreement);
- (3) any acts or omissions that do not constitute fraud, gross negligence or willful misconduct; or
- (4) the negligence, whether of omission or commission, dishonesty or bad faith of any employee or agent selected and supervised by a member of the Indemnified Group with reasonable care or of any other member of the Indemnified Group;

but each member of the Indemnified Group shall be liable only for his or her respective fraud, gross negligence or willful misconduct.

6.3B In any threatened, pending or completed action, suit, or proceeding (civil or criminal) to which a member of the Indemnified Group was or is a party or is threatened to be made a party by reason of the fact that he or she is or was a Trustee of a Trust, or because he or she executed an agreement for the benefit of a Trust, that Trust shall indemnify and hold harmless that member of the Indemnified Group against all expenses (including reasonable attorneys' and accountants' fees, court costs and expenses), judgments and amounts paid in settlement actually and reasonably incurred by him or her in connection with that action, suit or proceeding if the conduct of that member of the Indemnified Group did not constitute fraud, gross negligence or willful misconduct.

6.3C To the extent that a member of the Indemnified Group has been successful on the merits in seeking indemnification in accordance with this Section 6.3, the Trust shall indemnify him or her and hold him or her harmless against the expenses (including reasonable attorneys' and accountants' fees, court costs and expenses) actually and reasonably incurred by him or her in seeking that indemnification.

6.3D For purposes of Section 6.3B and Section 6.3C, the termination of any action, suit or proceeding by judgment, order, settlement or otherwise shall not create a presumption that the conduct of a member of the Indemnified Group constituted fraud, gross negligence or willful misconduct.

6.3E Expenses (including reasonable attorneys' and accountants' fees, court costs and expenses) incurred in defending any claim, action, suit or proceeding (civil or criminal) shall be paid by the Trust in advance of final disposition of the matter upon receipt of an undertaking by or on behalf of that member of the Indemnified Group to repay that amount if that member of the Indemnified Group is ultimately determined not to be entitled to be indemnified.

6.4 Third Party Reliance. No Person dealing with the Trustee shall be obligated to inquire as to the authority of the Trustee or to see to the application of any money or property delivered to the Trustee.

6.5 Bonding. The Trustee shall not be required to obtain the approval of any court in the exercise of any authority conferred upon the Trustee under this Agreement. The Trustee shall not be required to make any current report or accounting to any court or to furnish a bond for the proper performance of the obligations of the Trustee as Trustee of any Trust, but if any bond is nevertheless required by any law, statute or rule of court, no surety shall be required on that bond.

Article 7

Acts on Behalf of Incompetent Beneficiaries

All written instruments required to be delivered to or executed by a Beneficiary may be delivered to or executed by a legal guardian or other legal representative of an Incompetent Beneficiary and when so delivered or executed shall be binding upon that Incompetent Beneficiary, and shall be of the same force and effect as if delivered to or executed by a Beneficiary who is not Incompetent. Notwithstanding anything contained in the preceding sentence to the contrary, no legal guardian or other legal representative of a Beneficiary may exercise any Power of Appointment, right of renunciation or right to designate successor Trustees granted to that Beneficiary or take any other action which is expressly required to be taken only by adult Beneficiaries or by Beneficiaries only after attainment of a specified age unless expressly provided to the contrary in this Agreement.

Article 8

Disclaimer

Any Person may at any time disclaim all or any portion of his or her interest in any Trust, including any Power of Appointment granted in this Agreement, by delivering to the Trustee of that Trust a written instrument signed by the Person disclaiming the interest. The legal guardian or other legal representative of an Incompetent Beneficiary may at any time disclaim all or any portion of that Incompetent Beneficiary's interest in any Trust by delivering to the Trustee of that Trust a written instrument signed by the legal representative, provided that the disclaimer (i) is consistent with prudent estate planning or financial management for me and my family or the Incompetent Beneficiary and his or her family and is not inconsistent with my known or probable intent with respect to the disposition of the Trust Estate, or (ii) benefits those interested in the Trust Estate generally and is not materially detrimental to the interests of the Incompetent Beneficiary. After receipt of the written instrument by the Trustee, the Trust or the portion of the Trust which has been disclaimed shall be administered and distributed as if the Person whose

interest is being disclaimed had died on the date the Trustee received that instrument without exercising any Testamentary Power of Appointment. Unless the written instrument specifically provides otherwise, no disclaimer shall affect the right of the Person whose interest is being disclaimed to receive subsequent distributions of principal or net income from that portion of the Trust Estate not disclaimed, from the Trust Estate of any other Trust, or from the disclaimed Trust Estate upon the death of or disclaimer by any other Person having any interest in that Trust.

Article 9

Spendthrift Provision

No beneficial interest in any Trust may be transferred or encumbered, either voluntarily or involuntarily, by any Person. As illustrations, and not in limitation of the foregoing prohibition, no interest shall be attached by any legal or equitable process in satisfaction of any debt, liability or obligation of any Beneficiary or remainderman, or subject to interference or control by any creditors of any Beneficiary or remainderman, or subject to any claim for alimony or for the support of a spouse of any Beneficiary or remainderman pursuant to a decree or separation agreement. The provisions of this Article shall not prevent the voluntary exercise of any Power of Appointment on or after the date the Donee of the Power of Appointment is eligible to exercise that Power of Appointment.

Article 10

Accumulations and Perpetuities

Notwithstanding anything contained in this Agreement to the contrary, each Trust is intended to be a qualified perpetual trust within the meaning of the relevant Florida statute and the rule against perpetuities shall not apply to it. However, no estate or trust created by the exercise of any Limited Power of Appointment granted under the terms of this Agreement shall terminate later than three hundred (300) years after the date of this Agreement if the exercise constitutes a taxable transfer under Section 2041(a)(3) or Section 2514(d) of the Code.

Article 11

Construction and Definitions

11.1 Beneficiary. "Beneficiary" means an Individual to whom the Trustee is then directed or authorized to distribute net income or principal of a Trust (as compared to, for example, a remainderman who does not have a current interest in that Trust).

11.2 Children, Descendants and Ancestors. A "child" means a lawful lineal descendant in the first degree of the designated parent, and a "descendant" means a lawful lineal descendant in the first, second or any other degree of the designated ancestor. The term descendants includes descendants born before or after the date of this Agreement unless the context or another provision of this Agreement specifically requires a different meaning. The term ancestors includes only lineal ancestors.

If an Individual is adopted prior to attaining the age of eighteen (18) years, then that adopted child and his or her descendants shall be regarded as the lawful lineal descendants of each adopting parent and of any Individual who is by blood or adoption an ancestor of either adopting parent. A natural parent, other than the spouse of the adopting parent, and all other

Individuals who are by blood or adoption ancestors of that natural parent shall not be regarded as parents or ancestors of an adopted child.

An illegitimate child and the descendants of an illegitimate child shall also be regarded as the lawful lineal descendant of each natural parent who has openly acknowledged the illegitimate child as the lineal descendant of that natural parent and of any Individual who is by blood or adoption an ancestor of that natural parent but only if that illegitimate child is residing with that natural parent or resided with that natural parent during that child's minority.

11.3 Code. "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor federal tax statute with corresponding provisions.

11.4 Individual. "Individual" means a human being. An Individual who is *in ventre sa mere* shall be deemed to be a living Individual for purposes of this Agreement.

11.5 Person. "Person" means an Individual, partnership, corporation, limited liability company, trust, estate and any other entity.

11.6 Trust. "Trust" means the original trust created by this Agreement and each additional trust created by this Agreement, as and when it is created.

11.7 Trust Estate. "Trust Estate" means the property received initially by the Trustee with respect to a Trust, all additional property received by the Trustee with respect to that Trust from any source, all investments and reinvestments of that property and all accrued or undistributed income of that Trust.

11.8 Trustee. "Trustee" means any Person who is then acting as a trustee of a Trust who has been appointed in accordance with the terms of this Agreement including the initial Trustees and all successor Trustees at any time acting as a Trustee of that Trust.

11.9 Incompetency. An Individual shall be considered Incompetent if he or she is a minor under the laws of the jurisdiction in which he or she resides or is unable to promptly and intelligently manage financial matters. An Incompetent Individual shall be unable to act as a Trustee.

If the competency of an Individual is being assessed for purposes of determining his or her ability to act as a Trustee, then, notwithstanding anything contained in this Section to the contrary, the determination of Incompetency shall be made in writing only by the principal physician then attending to that Individual's care and one other physician who has examined that Individual.

If the competency of a Beneficiary of a Trust is being assessed for any purpose other than determining his or her ability to act as a Trustee, then the determination of Incompetency shall be made by the Trustee of that Trust.

11.10 Simultaneous Deaths. If any Individual and I die under circumstances which render it difficult to determine who predeceased the other, it shall be presumed that I survived

that Individual and the provisions of this Agreement shall be construed upon that assumption, notwithstanding the provision of any law establishing a different presumption of order of death.

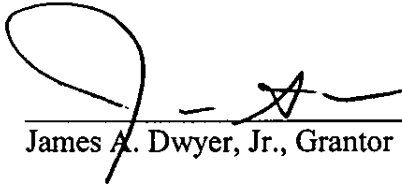
11.11 Headings. Each heading in this Agreement is included to generally describe the content of the provision it precedes and shall be used as an aid in construing the relevant provision only if that provision is internally inconsistent or is in conflict with another provision of this Agreement.

11.12 Terminology. The use of gender references in this Agreement is merely for convenience and is not intended to have any legal effect. The plural includes the singular and the singular includes the plural, unless the context requires a different interpretation. The term "include" and its derivatives shall be construed in an illustrative and not a limitative sense, unless the context clearly requires a different construction.

11.13 Invalid Provisions. If any provision of this Agreement is determined to be invalid or void for any reason that determination shall not affect the validity of any other provision of this Agreement.

11.14 Governing Law. This Agreement shall be construed and administered and the validity of each Trust shall be determined in accordance with the laws of the State of Florida.

The Trustee and I agree that the Trustee shall hold the Trust Estate of each Trust, in trust, as set forth in this Agreement.


James A. Dwyer, Jr., Grantor


Nancy L. Dwyer, Trustee

This document was prepared by:

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA