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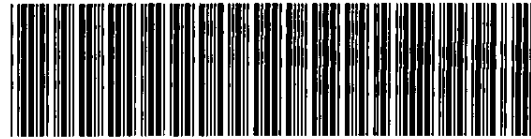
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

L. Burch NOV 5, 2010

TRANSMITTAL LETTER

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

SUBJECT: HALPRIN FAMILY IRREVOCABLE TRUST NO. 1 DATED 8/12/10

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: ELAINE BRAME, TRUSTEE

Name (Printed or typed)

412 BELLINI CIRCLE

Address

NOKOMIS, FL 34275

City, State & Zip

(727) 521-4664

Daytime Telephone number

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 HALPRIN FAMILY IRREVOCABLE TRUST NO. 1, a
(Name of Trust)
FLORIDA Trust hereby affirms in order to file or qualify
(State)
HALPRIN FAMILY IRREVOCABLE TRUST NO. 1, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 412 BELLINI CIRCLE, NOKOMIS, FL 34275

3. The registered agent and street address in the State of Florida is:
ELAINE BRAME, TRUSTEE

412 BELLINI CIRCLE, NOKOMIS, FL 34275

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.

Klaine Brame

(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.

Elaine Brame

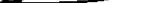
Name: _____

Chairman of the Board of Trustees

State of Florida **NOTARY**
County of Pinellas

This will certify that Elaine Brame is personally known to me and she personally executed this document on the 28th day of October 2010.

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

 , Notary Public



V. JOY ROBERTSON
MY COMMISSION # DD 896497
EXPIRES: July 1, 2013
Bonded thru Budget Notary Services

Rec - 7800

**TRUST AGREEMENT/DECLARATION AND GRANT
OF TRUST HALPRIN FAMILY IRREVOCABLE TRUST NO. 1**

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WHEREAS, on or about December 30, 1970, ROUBEN E. HALPRIN transferred certain real and personal property to BETTE W. HALPRIN, n/k/a BETTE SCHROEDER, AS TRUSTEE OF THE HALPRIN CHILDREN IRREVOCABLE TRUST;

WHEREAS, the beneficiaries of the HALPRIN CHILDREN IRREVOCABLE TRUST are the following living persons: DAVID A. HALPRIN, MICHAEL J. HALPRIN, DEBORAH HALPRIN LALLE, F/K/A DEBORAH S. HALPRIN, and LAURA A. HALPRIN;

WHEREAS, the purpose of the HALPRIN CHILDREN IRREVOCABLE TRUST has been realized;

WHEREAS, the beneficiaries and Trustee of the trust desire to grant, transfer and assign all assets of the HALPRIN CHILDREN IRREVOCABLE TRUST to a successor trust for the primary benefit of beneficiaries and/or the children of the beneficiaries as is more described hereafter,

Which shall be known as the HALPRIN FAMILY IRREVOCABLE TRUST No. 1 dated 8/12/10;

WHEREAS, all assets of HALPRIN CHILDREN IRREVOCABLE TRUST in accordance with the terms hereof will be transferred and assigned into the HALPRIN FAMILY IRREVOCABLE TRUST NO. 1 dated 8/12/10;

IT IS THEREFORE AGREED as follows:

ARTICLE I
DECLARATION OF TRUST

BETTE SCHROEDER, AS TRUSTEE OF THE HALPRIN CHILDREN IRREVOCABLE TRUST, and the beneficiaries of such trust, do hereby grant, transfer, assign, and set over unto ELAINE BRAME, who will be referred to as Trustee along with any successor trustee, AS TRUSTEE OF THE HALPRIN FAMILY IRREVOCABLE TRUST No. 1 dated 8/12/10 all property described in attached Exhibit "A" ("trust property"), on the terms and conditions set forth on this agreement. With the consent of the trustee,

additional property may be transferred from time to time to this trust estate, or to any sub-trust created hereunder, by me or by any other person, and that property shall be held and disposed of on the same terms and conditions as the property originally transferred. This trust shall be known as THE HALPRIN FAMILY IRREVOCABLE TRUST NO. 1 DATED 8/12, 2010.

ARTICLE II

BENEFICIARIES/DISPOSITIVE PROVISIONS

The corpus of the trust shall be allocated into four (4) undivided equal trust funds ("sub-trusts"), each being equal to a twenty five (25%) percent undivided interest in the total assets of the trust. The first trust shall be held for the primary benefit of Harvey P. Halprin, Julia L. Halprin, and Reva B. Halprin, all living children of David A. Halprin, together with any subsequent born children of David A. Halprin born while this trust remains in effect; the second trust fund shall be held for the primary benefit of Rehna Nicole Halprin and Elizabeth Rose Halprin, current living children of Michael J. Halprin, together with any subsequent born children of Michael J. Halprin born while this trust remains in effect; the third trust fund shall be held for the primary benefit of Shayna Rheann Lalle and Abrianna Eden Lalle, living children of Deborah H. Lalle f/k/a Deborah Halprin, together with any subsequent born children of Deborah H. Lalle born while this trust remains in effect; and the fourth and last trust fund shall be held for the primary benefit of Laura A. Halprin and, upon her death, to her then living children, provided at least one surviving child is under the age of 27, as more fully described hereinafter. ("Laura A. Halprin sub-trust"). The Trustee shall hold, manage and invest the trust property and shall collect and receive the income thereof, and after deducting all necessary expenses incident to the administration of the trust, shall dispose of the principal and income of the trusts as follows:

- a) Except with respect to the Laura A. Halprin sub-trust, the trustee may distribute to or expend for the benefit of each beneficiary until he or she attains the age of twenty- seven (27) years, so much of the principal and current or accumulated income earned therefrom at such time or times and in such amounts and manner as the trustee, in her sole and absolute

discretion, shall determine as may be necessary or appropriate for the education of each beneficiary. "Education" is intended to be defined its broadest possible interpretation and meaning, as determined by the trustee, and shall include, without limitation, tuition, room, board, housing, books, supplies and all other education related expenses through graduation from a college undergraduate, graduate , or post-graduate program. The amount, frequency and nature of such educational expenses paid by the Trustee with respect to each beneficiary shall be determined by the Trustee in the Trustee's sole and absolute discretion. Any amount of income which the Trustee shall determine not to distribute or expend for the benefit of any beneficiary may accumulate in such trust in the sole discretion of the Trustee.

- b) With respect to the Laura A. Halprin sub-trust, the Trustee may distribute to or expend for the benefit of Laura A. Halprin, during her life, so much of the principal and current or accumulated income, at such times and in such amount and manner as the Trustee, in her sole and absolute discretion, shall determine as may be necessary or appropriate for the health, care and/or support of such Laura A. Halprin. Upon her death, the trustee may distribute to or expend for the benefit of each of her children surviving after her death (provided she leaves at least one surviving child under the age of 27), until he or she attains the age of twenty- seven (27) years, so much of the principal and current or accumulated income earned therefrom at such time or times and in such amounts and manner as the trustee, in her sole and absolute discretion, shall determine as may be necessary or appropriate for the education of each beneficiary, as defined above. The amount, frequency and nature of such educational expenses paid by the Trustee with respect to each beneficiary shall be determined by the Trustee in the Trustee's sole and absolute discretion. Any amount of income which the Trustee shall determine not to distribute or expend for the benefit of any beneficiary may accumulate in such trust, be paid for the benefit of other sub-trust members, or be held until termination of the sub-trust, in the sole discretion of the

Trustee.

The amount, frequency and nature of such expenses paid by the Trustee with respect to each beneficiary shall be determined by the Trustee in the Trustee's sole and absolute discretion.

ARTICLE III

DURATION OF TRUST

ALLOCATION OF ASSETS

The Laura A. Halprin sub-trust shall terminate upon the death of Laura A. Halprin, if she leaves no surviving children then under the age of 27, and any remaining trust corpus and assets in such sub-trust shall be distributed outright and not in trust to her legal heirs in equal shares. If, upon her death she has any surviving children then under the age of 27, then the remaining assets and corpus in this sub-trust shall continue for the benefit of all surviving children until all are over the age of 27, or all die, whichever first occurs. ("Laura A. Halprin remainder trust") The other 3 sub-trusts, and the Laura A. Halprin remainder trust, created hereunder shall terminate upon the death of all beneficiaries within a specific sub-trust fund class, or each beneficiary (or surviving beneficiary) within such sub-trust attaining the age of twenty - seven (27) years, whichever shall first occur. At such time, the remaining assets and corpus of the trust, if any, shall be distributed by the trustee outright and not in trust to the surviving beneficiaries or if none, to the legal heirs of the last surviving beneficiary of such class. With respect to all sub-trusts, any such distribution to a surviving beneficiary may include the amount of such surviving beneficiary's remaining trust fund assets, as determined by the trustee, in her sole and absolute discretion. Notwithstanding the foregoing, with respect to all sub-trusts, the Trustee shall have the power but not the obligation to distribute any and all remaining trust fund assets outright and not in trust allocated to any beneficiary within a sub-trust, upon such beneficiary reaching the age of twenty-seven (27) years, even if such sub-trust is not otherwise terminated. The Trustee shall have the right to determine the allocation and distribution of assets within each sub-trust among the beneficiaries, in the Trustee's sole and absolute discretion, and may provide for unequal distribution, of principal and/or interest among beneficiaries within a sub-trust, based on the needs of each of the beneficiaries, or any

other factor deemed relevant by the Trustee. Furthermore, the trustee shall re-allocate remaining sub-trust assets in the event of any subsequently born child, as referred to above, in any manner deemed appropriate by the trustee in her sole and absolute discretion, so that such child may receive the benefit of its share of the then remaining sub-trust assets. Upon the death of less than all beneficiaries of a sub-trust, the assets allocated to such deceased beneficiaries, if any, shall inure and transfer in trust hereunder to the benefit of the surviving trust fund beneficiaries in such class.

ARTICLE IV

POWERS OF TRUSTEE

In the administration of any trust established hereunder, the Trustee shall have the following powers:

- a. To sell, exchange, or otherwise dispose of the trust property, at public or private sale, without application to any court, on any terms, including the extension of credit, which deems advisable to sell, convey, exchange or otherwise dispose of property of the trust.
- b. To acquire, by purchase or otherwise, any property, real or personal, without being limited by any provision of law that restricts investments by fiduciaries and without regard to any principles of diversification, including, but not limited to, real estate, common and preferred stocks, bonds, mutual funds, common trust funds, general or limited partnership interests, secured and unsecured obligations, and mortgages; or to sell, exchange, or otherwise dispose of the property, at public or private sale, without application to court, on any terms, including the extension of credit, which they consider advisable.
- c. To acquire and pay for, exercise, or sell any options or subscription rights in connection with securities or any other property.
- d. To hold securities in the names of nominees or in bearer form.
- e. To operate, repair, alter, improve, insure, grant options on, mortgage, partition, or lease for any period of time any real property or interest in real property held by them.

- f. To retain and pay, as an expense of administration, appraisers, accountants, attorneys, investment advisors, and other assistants, and to delegate discretionary and nondiscretionary investment management authority.
- g. To borrow money from any source and for any purpose, including but not limited to, the payment of taxes, and to pledge or mortgage any assets held by them as security for money borrowed.
- h. To make distributions from any trust created hereunder in cash, in kind, or partly in each, and to allocate property other than ratably.
- i. To hold property of separate trusts in common investments for the convenience of investment or administration.
- j. To enter into contracts or agreements or to compromise or settle any debts, claims, or controversies as they consider necessary or advisable.
- k. To vote personally or by proxy any share of stock held by them.

The trustee may act freely under all of the powers given to him after forming his judgment concerning the wisest and best course to pursue based on all the circumstances, without the necessity of obtaining the consent or approval of any interested person or any court, and notwithstanding that he may be interested in connection with the same matters in other capacities.

The powers granted to the trustee shall be considered to be supplementary to and not exclusive of the general powers of trustees according to law and shall include all powers necessary to carry the same into effect.

ARTICLE V

DISABLED BENEFICIARIES

Whenever any asset of any trust established under this agreement is required or allowed to be paid to a minor, a person under legal disability, or a person not adjudicated incapacitated but who, by reason of illness or mental or physical disability, is unable, in the opinion of my Trustee, to properly administer the property, payment thereof may be made

- a. Directly to the beneficiary;
- b. To the legally appointed guardian of the person or guardian of the property of the beneficiary;
- c. To some near relative of the beneficiary, to be applied for the benefit of the beneficiary; or

- d. Directly for the benefit of the beneficiary.

ARTICLE VI
SPENDTHRIFT CAUSE

None of the assets or income of the trust established in this agreement shall be subject to or liable for any of the debts, contracts, engagements, or taxes of any beneficiary under this trust, nor shall the same be liable to execution, attachment, or any other legal process whatsoever at the suit of any creditor or otherwise, nor shall the same be subject to assignment, transfer, or anticipation; but all payments of principal and income as provided in this agreement shall be made by my Trustee to the beneficiary designated in accordance with the provisions of this agreement. However, nothing in this article shall prevent a beneficiary at any time from disclaiming (if allowed by law) or renouncing his or her interest in any trust created hereunder and, in the event of a renunciation or disclaimer, the beneficiary shall be treated as if she died on the effective date of the renunciation or disclaimer.

ARTICLE VII
TRUSTEE

On the death, incapacity, or incompetence of the initial trustee, or in the event the initial trustee resigns or fails or ceases to serve as trustee for any other reason, the following persons in the following order shall automatically serve as successor trustee(s):

- a. David S. Marger

Notwithstanding the above, the acting trustee, of the trust, shall have the right to appoint a successor trustee at any time. Any successor trustee shall serve with all the power, discretions and immunities granted in this document to trustees, and shall have no duty to investigate or inquire into the acts of a former trustee or trustees, and shall have no liability for acts or omissions of a former trustee or trustees.

ARTICLE VIII
IRREVOCABILITY

This declaration and grant of trust is irrevocable by any person or party.

ARTICLE IX
MISCELLANEOUS

This Trust Agreement is a Florida contract, and it shall be construed according to and be governed by the laws of the State of Florida.

The headings used herein are intended solely for use as reference and are not intended to be a part of this agreement.

When necessary or appropriate to the meaning in this agreement, the singular and plural are interchangeable, and words of any gender include all genders.

IN WITNESS WHEREOF, the trustee and I have duly executed this Trust Agreement the day and year first written on the first paragraph of this document.

Sharon K. Segede

WITNESS

Bette Schroeder

BETTE SCHROEDER

GRANTOR

Sharon K. Segede

WITNESS

Elaine Brame

ELAINE BRAME

TRUSTEE

Sharon K. Segede

WITNESS

David A. Halprin
DAVID A. HALPRIN

Sharon K. Segede

WITNESS

Michael J. Halprin
MICHAEL J. HALPRIN

Deborah Halprin Lalle

WITNESS

DEBORAH HALPRIN LALLE

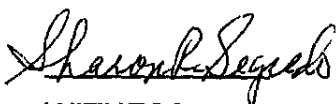
Laura A. Halprin


WITNESS

Laura A. Halprin
LAURA A. HALPRIN

DECLARATION OF TRUST AGREEMENT BY GRANTOR

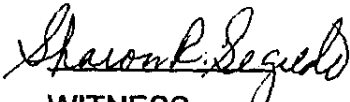
The foregoing was published, declared and signed willingly by BETTE SCHROEDER, as Grantor, in our presence and in the presence of each other, and we hereby subscribe as attesting witnesses.



WITNESS


WITNESS V Joy Robertson

DECLARATION OF TRUST AGREEMENT BY TRUSTEE

The foregoing was signed, willingly by ELAINE BRAME, as Trustee, in our presence and in the presence of each other, and we hereby subscribe as attesting witnesses.


WITNESS


WITNESS V Joy Robertson

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