

D130000000032

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

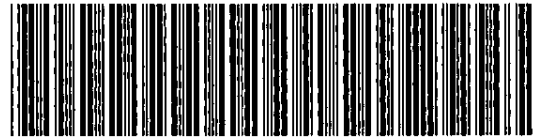
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



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11/13/13--01018--010 \*\*350.00

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13 NOV 27 PM 12:33

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

MRB  
11/27/13

## TRANSMITTAL LETTER

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

SUBJECT: Registration of Langston

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

**FEES:**

Declaration of Trust

\$350.00

**OPTIONAL:**

Certified Copy

\$ 8.75

FROM: CRL Management LLC  
Name (Printed or typed)

1680 Michigan Ave Suite 817  
Address

Miami Beach, FL 33139  
City, State & Zip

305-535-8889  
Daytime Telephone number



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

RECEIVED  
13 NOV 27 AM 11:26  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

November 15, 2013

CRL MANAGEMENT LLC  
1680 MICHIGAN AVE  
SUITE 817  
MIAMI BEACH, FL 33139

SUBJECT: LANGSTON FAMILY REVOCABLE TRUST  
Ref. Number: W13000063311

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

The trust must be signed by the Chairman of the Board of Trustee.

Please return the corrected 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) 245-6052.

Ruby Dunlap  
Regulatory Specialist II  
New Filing Section

Letter Number: 013A00026515



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

November 25, 2013

CRL MANAGEMENT LLC      2ND MAILING  
1680 MICHIGAN AVE  
SUITE 817  
MIAMI BEACH, FL 33139

SUBJECT: LANGSTON FAMILY REVOCABLE TRUST  
Ref. Number: W13000063311

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Ruby Dunlap  
Regulatory Specialist II  
New Filing Section

Letter Number: 013A00026515

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

Langston Family Revocable Trust

A \_\_\_\_\_ TRUST

FILED

13 NOV 27 PM 12:33

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 Langston Family Revocable Trust, a  
(Name of Trust)

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

Langston Family Revocable Trust, in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 1680 Michigan Avenue Suite 817  
Miami Beach, FL 33139
3. The registered agent and street address in the State of Florida is:  
C. Raymond Langston  
814 W. Dillido Drive, Miami Beach FL 33139
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)

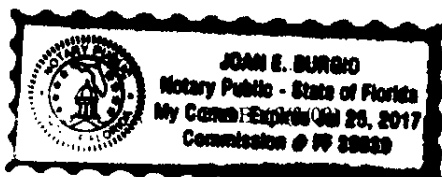
5. I certify that the attached is a true and correct copy of the Declaration of  
Trust under which the association proposes to conduct its business in  
Florida.

NOTARY

Name:

Chairman of the Board of Trustees

Charles Raymond Langston III



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

Joan E. Burgo

**LANGSTON FAMILY REVOCABLE TRUST AGREEMENT**

FILED

13 NOV 27 PM 12:33

I, CHARLES RAYMOND LANGSTON, of Miami-Dade County, Florida, as Settlor, OF STATE  
TALLAHASSEE, FLORIDA  
hereby create a revocable trust (the "Trust"), and transfer to myself, as Trustee, the property  
described in the attached Schedule "A." The Trustee shall hold such property and all  
investments and reinvestments thereof and additions thereto, in trust, as hereinafter provided.  
This Agreement shall be referred to as the "LANGSTON FAMILY REVOCABLE TRUST."

**ARTICLE I**

**FAMILY**

At the time of the execution of this Agreement, my immediate family consists of only my  
spouse, KIMBERLY SUE LANGSTON, who is referred to herein as my "spouse," and my  
children, LUKE LANGSTON, EVAN THOMAS LANGSTON and KATHRYN MARIE  
LANGSTON, who are sometimes referred to herein by their first names, individually as a  
"child" or collectively as my "children".

**ARTICLE II**

**PROVISIONS DURING SETTLOR'S LIFETIME**

The following provisions of this Article shall apply during my lifetime:

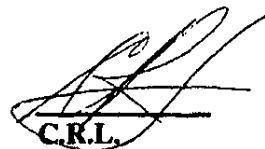
A. Provisions During Lifetime. The Trustee shall pay so much or all of the income  
and principal of the trust to me or otherwise as I direct, adding to principal any income not  
distributed.

B. Incapacity of Settlor. If, at any time I am Incapacitated (as defined below), the  
successor Trustee shall pay or apply for my benefit so much of the income and principal of the  
trust as the Trustee determines to be required for my health, support and maintenance, adding to  
principal any income not distributed. It is my preference that I be cared for at home, rather than

in a nursing home or similar institution. In that regard, the Trustee is authorized to pay or apply for my benefit any available funds towards the cost of home care for me, including, but not limited to, necessary structural or other alterations to my residence.

C. Incapacitated. For purposes of this Agreement, I shall be considered "Incapacitated" if (i) a guardian of my property has been appointed or (ii) by reason of illness or mental or physical disability, I lack the capacity to give prompt and intelligent consideration to financial matters. The determination as to such lack of capacity (if nonadjudicated), or a subsequent determination of regained capacity, shall be made by (i) a licensed physician and (ii) my spouse, if living and able to act, and the Trustee shall rely on written notice of such determination from such individuals. In addition, each person named above whom I have designated with the responsibility of determining my lack of capacity (or subsequent regained capacity) shall have the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996, (Pub. L. 104-191), 45 CFR Sections 160 through 164.

Notwithstanding any of the provisions of this Agreement, if I am Incapacitated, (i) I shall no longer serve as a Trustee, (ii) I can no longer direct trust distributions to myself or others, and (iii) I may not remove and appoint Trustees. However, if a subsequent determination of my regained capacity is made pursuant to the foregoing provisions of this Section, I shall automatically become a Trustee again, and the last successor Trustee who undertook to serve will automatically cease to be a Trustee until another successor Trustee is required pursuant to the provisions of this Agreement.



C.R.L.

D. Gifts. For planning purposes, I authorize the Trustee, in the Trustee's discretion, or upon my direction, to make gifts from the trust from time to time to any one or more of my spouse and my descendants and to any tax-exempt organization; provided, that, unless I direct otherwise, such gifts to each of my descendants shall be specifically limited to annual exclusion gifts and payments under Code Sections 2503(b) and 2503(e); and provided, further, that gifts to a Trustee (other than me) shall not in any calendar year exceed the lapse protection amount provided in Code Section 2514(e).

E. Amendment and Revocation. I may at any time or times by written instrument in writing delivered to the Trustee amend or revoke this Agreement in whole or in part. This right is personal to me and may not be exercised by my legal representative or others. The trust property to which any revocation relates shall be conveyed to me or otherwise as I direct.

F. Irrevocability. The trusts created under this Agreement shall become irrevocable upon my death.

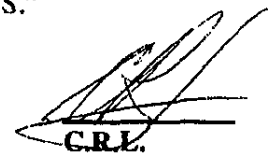
### ARTICLE III

#### PROVISIONS AFTER SETTLOR'S DEATH

The following provisions of this Article shall apply following my death:

A. Distribution to Spouse. If my spouse survives me, the Trustee shall distribute to my spouse the remainder of the trust estate (the "Residuary"), after payment of any estate taxes as hereinafter provided. If my spouse fails to survive me, this distribution shall lapse. This residuary clause shall not be construed to exercise any power of appointment.

B. Spouse Fails to Survive. If my spouse fails to survive me, the Residuary, after payment of any estate taxes as hereinafter provided, shall be administered as provided in the Article of this Agreement that is titled "PROVISIONS FOR DESCENDANTS."



C.R.L.




## ARTICLE IV

### PROVISIONS FOR DESCENDANTS

A. Division Date. Upon my death (the "Division Date"), the property to be administered as provided in this Article shall be divided into equal shares so as to provide one share for each child of mine who is living on the Division Date and one share for each child of mine who is not living on the Division Date, but who has one or more descendants who are living on the Division Date. Each share allocated to a living child of mine shall be administered for such child as provided herein. Each share allocated for the benefit of the descendants of a deceased child of mine shall be divided, per stirpes, among such descendants and administered for the benefit of each such descendant as provided in this Article. Each living child of mine and each descendant of a deceased child of mine are referred to herein individually as a "beneficiary." Any property otherwise distributable to a beneficiary who has attained the age of 35 years on the Division Date shall be distributed to such beneficiary outright and free of trust. Any property otherwise distributable to a beneficiary who has not attained the age of 35 years on the Division Date shall be retained by the Trustee in a separate trust for the beneficiary, which shall be named for the beneficiary, to be administered for the beneficiary as follows:

1. Income and Principal. The Trustee may pay to, or apply for the benefit of, the beneficiary so much of the income and principal of the trust as the Trustee from time to time determines to be required for the beneficiary's health, support, maintenance and education, adding to principal any income not distributed.



C.R.L.

2. Beneficiary attains 35 years. Upon the beneficiary attaining the age of 35 years, the Trustee shall distribute to the beneficiary all of the remaining assets of the trust, and the trust shall thereupon terminate.

3. Death of Beneficiary. Subject to the provisions of this Article, if the beneficiary dies prior to receiving all of the assets of the beneficiary's trust, upon the beneficiary's death, the Trustee shall distribute the remaining trust assets as follows:

- (a) per stirpes, to the descendants of the deceased beneficiary; or,
- (b) if there are no such living descendants, per stirpes, to the siblings of the deceased beneficiary, provided they are descendants of mine; or,
- (c) if there are no such living siblings or living descendants of siblings, per stirpes, to my descendants; or,
- (d) if there are no such living descendants, such property shall be distributed as provided in the Section titled "Default Provisions" of Article VI of this Agreement; provided, however, that if a trust is then being held hereunder for any such person, the amount otherwise distributable to such person shall be added to and administered as a part of such trust; provided, further, that if no such trust is being administered for such person hereunder, and such person is a descendant of mine, the assets otherwise distributable to such person shall be administered for the benefit of such person in accordance with the provisions of this Article.

B. GST Power of Appointment. Notwithstanding the foregoing provisions of this Article, if, upon the death of a beneficiary, any assets of the beneficiary's trust would otherwise be subject to any generation-skipping transfer ("GST") tax, then that portion of such property which, if added to the beneficiary's gross estate for federal estate tax purposes, would result in



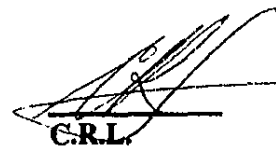
the least aggregate wealth transfer taxes as to the beneficiary's estate and the beneficiary's trust administered hereunder (including but not limited to GST and estate taxes), as determined by the Trustee, in its discretion, shall be distributed to such creditors of the beneficiary's estate as the beneficiary may appoint by will or revocable trust instrument, making specific reference to this general power of appointment. Any assets not effectively appointed shall be distributed as otherwise provided in this Agreement upon the death of such beneficiary.

C. Assistance to Guardian. During the existence of any trust created hereunder with a minor beneficiary, the Trustee may, from time to time and in the Trustee's absolute discretion, expend so much of the principal for said minor's benefit at such times and in such manner as the Trustee shall determine is necessary or desirable to assist the guardian of said minor (or any other person with whom said minor is living) in providing appropriate living accommodations for said minor in said guardian's (or other person's) household and reimbursing said guardian (or other person) for all appropriate expenses which may be incurred by said guardian (or other person), including, but not limited to, hiring domestic help, taking vacation trips and building or acquiring a new residence or enlarging an old residence, even though such guardian (or other person) is directly or indirectly benefited thereby, to the extent the Trustee, in its sole discretion, deems said expenditures beneficial to said minor.

## ARTICLE V

### TRUSTEE PROVISIONS

A. Appointment of Successor Trustee. In the event that I am Incapacitated or otherwise cease to serve as Trustee for any reason, I appoint my spouse, KIMBERLY SUE LANGSTON, to serve as successor Trustee. The last Trustee remaining in office is hereby



C.R.L.

granted the right to appoint his or her successor in trust hereunder in the event he or she becomes unable or unwilling to serve as Trustee, and each such successor and their successors shall possess the same right to appoint their respective successors in trust in the event of their inability or unwillingness to serve as a Trustee hereunder. Such appointment shall be made either in a written instrument executed by such person in accordance with the formalities required by the laws of the State of Florida for the execution of deeds of real estate and delivered to such successor during the lifetime of the person making such appointment or under the valid Last Will and Testament or revocable trust instrument of the person making such appointment. If such appointment is not made by such person within 30 days from the date the Trustee becomes unable or unwilling to serve, a successor Trustee shall be appointed by a court of competent jurisdiction, provided that an appointment has not been made pursuant to the provisions of Section B. of this Article.

B. Vacancy in Office. Subject to the provisions of Section A. of this Article, if there is no acting Trustee of a trust and there is no specified successor, a successor Trustee may be appointed (and such Trustee may be removed), by me, if living and able to act, otherwise by my spouse, if living and able to act, otherwise by a majority of the beneficiaries who might then be entitled to or eligible to receive a distribution from such trust.

C. Removal Power. I may, at any time, unless I am Incapacitated, appoint additional Trustees and remove any Trustee.

D. Resignation of Trustee. Any Trustee may resign at any time by written notice to me, if living, otherwise to each beneficiary then entitled to or eligible for distributions from the



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trust. A Trustee other than me, who becomes Disabled (as hereinafter defined), shall be deemed to have resigned.

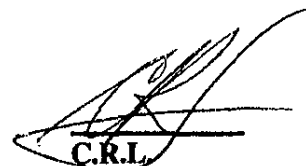
E. Appointment or Removal of Trustee. Any appointment or removal of a Trustee hereunder shall be effectuated by a writing signed by the individual(s) authorized herein to perform such action, and delivered to the individual or corporation being appointed or removed.

F. Approval of Accounts. Every successor Trustee shall have all the powers given the originally named Trustee. No successor Trustee shall be personally liable for any act or omission of any predecessor. With the approval of a majority of the beneficiaries then entitled to receive or eligible for distributions from the trust, a successor Trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee without incurring any liability for so doing.

G. No Bond Required. I direct that no bond or other security shall be required of any Trustee acting hereunder, in any jurisdiction, for the faithful performance of such Trustee's duties.

H. Exculpatory Provision. No Trustee acting hereunder shall be liable for any loss or damage arising from the execution of his or her duties under this Agreement, unless such loss or damage be occasioned by his or her own willful misconduct or lack of good faith.

I. Action of Trustees. During such time there are multiple Trustees serving hereunder, any Trustee may expend trust assets by signing checks, drafts or otherwise for any expenditure previously approved in writing by the majority of Trustees, if more than two Trustees are serving, or by both Trustees, if two Trustees are serving. Any Trustee may delegate to any other Trustee, with the consent of the latter, any powers and authority granted hereunder.



C.R.L.

Otherwise, all actions of the Trustees shall require majority written consent, if more than two Trustees are serving, or unanimous written consent, if two Trustees are serving.

J. Compensation of Trustee. Any Trustee serving hereunder shall be entitled to reasonable compensation as provided by applicable law.

K. Beneficiary Under Disability. The parent or guardian of a beneficiary who is Disabled shall receive notice and have authority to act for the beneficiary (other than as a fiduciary) under this Article.

## ARTICLE VI

### ADMINISTRATIVE PROVISIONS

A. Estate Taxes. Upon my death, the Trustee shall pay from any portion of the trust estate that is included in my estate for federal estate tax purposes, any additional estate and inheritances taxes incurred by my estate as a result of such inclusion. In making such payment, the Trustee shall accept without inquiry and without liability the statement of a fiduciary of my estate as to the tax amounts so payable.

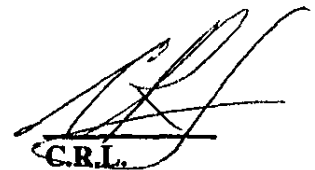
B. Default Provisions. If upon my death, the whole or some part of the trust estate, or upon the termination of any trust created hereunder, the whole or some part of the principal of such trust, is not effectively distributed pursuant to the other provisions of this Agreement, the property not effectively distributed shall be distributed to my spouse, or, if my spouse is not then living, per stirpes, to my children, or, if I do not have any then living descendants, to such person or persons and in such proportions as such property would be distributable under the laws of the State of Florida then in effect had I died intestate, unmarried and a resident of Florida owning such assets.



C.R.L.

C. Disability of a Beneficiary. The Trustee shall have the power, in the Trustee's discretion, to make any distribution required or permitted to be made to any Disabled beneficiary under this Agreement, in any of the following ways: (i) directly to such beneficiary; (ii) to the guardian of such person for expenditure on such beneficiary's behalf; (iii) by utilizing the same, directly and without the interposition of any guardian, for the health, support, maintenance and education of such beneficiary, even though the term of the trust may thereby be extended; (iv) to a custodian, selected by the Trustee, for such minor beneficiary under the Uniform Transfers to Minors Act of Florida or similar statute of any other state; or (v) by reimbursing the person who is actually taking care of such beneficiary (even though such person is not a legal guardian) for the expenditures made by such person for the benefit of such beneficiary. The written receipts of the persons receiving such distributions under this Article shall be full and complete acquittances to the Trustee, and the Trustee shall have no obligation to look to the proper application or use of any payments so made. The persons receiving such distributions shall not be required to post any bond or other security.

D. Perpetuities Savings. Notwithstanding any provision of this Agreement to the contrary, no trust herein created shall continue beyond that period of time which would result in a violation of the laws of the State of Florida pertaining to the administration of trusts in perpetuity. Upon the expiration of the maximum period which would not result in such violation, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright to those persons who are then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.



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E. Spendthrift. Except as to a qualified disclaimer, no beneficiary of any interest under this Agreement shall have any right or power to anticipate, pledge, sell, transfer, alienate, assign or encumber such interest in any way. Such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary, and payment shall be made directly to or for the use of such beneficiary of all income or principal to which such beneficiary is entitled.

F. Powers. The Trustee of a trust created herein may have duties and responsibilities in addition to those described in this Agreement. If the Trustee has any questions, the Trustee should obtain legal advice. Except to the extent specifically provided elsewhere in this Agreement, I grant to the Trustee, with respect to any and all property, whether real or personal, which shall at any time constitute a part of any trust created hereunder, the following powers, in addition to the powers which now are or may hereafter be conferred by law; provided, that no power or discretion granted to the Trustee or any other person by this Agreement or by law shall be exercisable, if at all, in a manner that would disqualify any property passing to or for the benefit of my spouse, from any federal marital deduction otherwise allowed my estate:

1. Retention and Investment. To retain or dispose of any property (including stock of any corporate trustee hereunder or a parent or affiliate company) originally constituting the trust or subsequently added thereto, and to invest and reinvest any funds in such investments permissible by law for investment of trust funds, as the Trustee may deem advisable.

2. Disposition of Assets. To sell, grant options on, exchange, partition or otherwise dispose of any property, real or personal, at public or private sale, for such purposes, at such prices, and upon such terms, including sales on credit, with or without security, and in such manner, as the Trustee may determine.

3. Borrowing. To borrow money from any lender (including a Trustee hereunder individually), extend or renew any existing indebtedness, and mortgage or pledge any property in the trust.



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4. Loans. To loan money to any beneficiary or any firm, corporation or business with which any beneficiary is associated.

5. Obligations. To renew, modify, or extend the time of payment or the terms of any obligation, secured or unsecured, payable to or by any trust created hereunder, in such manner, for such period or periods of time, and on such terms and conditions, as the Trustee may determine.

6. Leasing. To lease property for such term or terms, and upon such conditions and rentals, and in such manner, as the Trustee may deem advisable, irrespective of whether the term of any such lease shall exceed the period of any trust created hereunder, and to renew or modify any such leases.

7. Business. To continue any business in which I may be interested at the time of my death (the "business") as a shareholder, partner, co-venturer, proprietor, or otherwise, even though it may constitute all or a large portion of the trust estate; to discontinue, liquidate or sell the same or my interest therein upon such terms and conditions as the Trustee may deem advisable; to comply with any applicable agreement or agreements regarding the business to which I may be a party.


8. Compromise. To compromise, contest, adjust, settle, or submit to arbitration, any claims in favor of or against any trust created hereunder.

9. Advisors. To employ attorneys, accountants, investment counsel, brokers, custodians, and other agents or employees, and to compensate them for their services and to delegate investment functions.

10. Execution of Documents. To execute and deliver any instruments in writing which the Trustee may deem advisable. No party to any such instrument signed by the Trustee shall be obliged to inquire into its validity or be bound to see to the application of any money or other property paid or delivered to the Trustee pursuant to the terms of any such instrument.

11. Distributions. To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment need be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes, and to value the trust property and to sell any part or all thereof in order to make allocation or distribution, and to allocate any receipts or disbursements between principal and income; provided, however, in exercising the foregoing judgment, the Trustee shall act in fair and impartial manner with respect to all beneficiaries such that the exercise of the judgment of the Trustee in the selection and valuation of assets to be divided, distributed or allocated shall not jeopardize the intended estate tax results of such gifts, including any otherwise available marital or charitable deduction.

12. Real Property. To possess, manage, insure against loss by fire or other casualties, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and



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all real property; to satisfy and discharge or extend the term of any mortgage thereon; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water rents, assessments, repairs, maintenance and upkeep of the same; to permit it to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration.

13. Other Fiduciaries. To deal with, purchase assets from, or make loans to, the fiduciary of my estate or any other estate or trust in which any beneficiary under this Agreement has an interest, though a Trustee hereunder is the fiduciary, and to retain any assets or loans so acquired; to deal with a corporate trustee hereunder individually or a parent or affiliate company.

14. Powers of Appointment. To determine that the holder of a power of appointment by will to which distribution of trust assets is subject left no will and to make distribution as if the power is not exercised if the Trustee does not receive notice within three months after the death of the holder of the power of the exercise of the power, and such determination shall relieve the Trustee from all liability for the distribution.

15. Tax Elections. To make such elections under the tax laws (including electing to treat any subtrust herein as an Electing Small Business Trust as defined in the Code) as the Trustee deems advisable, without regard to the relative interests of the beneficiaries. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections under the tax laws made by the Trustee.

16. Situs of Trusts. To change the situs of any trust created hereunder by a writing signed by the Trustee.

17. Consolidation of Trusts. To consolidate and merge for all purposes a trust created hereunder with any other trust created by me or any other person at any time if the Trustee determines such other trust contains substantially the same terms as this trust for the same beneficiary or beneficiaries, and thereafter may administer such consolidated and merged trusts as one; but if such consolidation and merger does not appear desirable or feasible, the Trustee may consolidate the assets of such trusts for purposes of investment and administration while retaining separate records and accounts for the separate trusts.

18. Combined Fund. To hold, for convenience of administration or investment, two or more of several trusts (if more than one is created hereunder) as a common fund, dividing the income proportionately among them, assign undivided interests to the several trusts, and make joint investments of the funds belonging to them.

19. Life Insurance. To take such action in collecting the proceeds of any life insurance payable to the Trustee (after deducting all charges by way of advances, loans or otherwise) as the Trustee deems advisable, paying the expense thereof from the trust property, but the Trustee need not enter into litigation to enforce payment on a policy until indemnified to



its satisfaction against all expenses and liabilities that might result therefrom; the insurance company shall not take notice of the provisions of this Agreement or see to the application of the proceeds, and the Trustee's receipt to the insurance company shall be a complete release for any payment made.

20. Special Trustee. If the appointment of a trustee is necessary or desirable in any jurisdiction in which no Trustee herein named is able and willing to act, the Trustee shall designate in writing an individual or corporation who, upon such designation, shall act as special Trustee in such jurisdiction. Any individual or corporation so acting as special Trustee may resign at any time by written notice to the principal Trustee. Each special Trustee shall serve without bond, and shall have the powers granted to the Trustee by this Agreement.

21. Environmental Issues. To inspect and monitor businesses and real property (whether held directly or through a partnership, a corporation, trust or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally-damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property which may have environmental damage; to expend trust or estate property to do the foregoing, and no action or failure to act by the Trustee pursuant to this paragraph shall be subject to question by any beneficiary.

22. Disclaimers. To disclaim (whether or not such disclaimer is a qualified disclaimer under the Code) or release any fiduciary powers given hereunder or under applicable law or any property or interest in property which would otherwise pass to any trust created hereunder.

23. Severance of Trusts. To hold property otherwise directed to be added to or consolidated with the property of any trust held hereunder as a separate trust having terms identical to the terms of the existing trust; to sever any trust on a fractional basis into two or more separate trusts for any reason; to segregate by allocation to a separate account or trust a specific amount out of, a portion of, or specific assets included in, the property of any trust held hereunder to reflect a partial disclaimer or for any tax or other reason in a manner consistent with any applicable rules or regulations. After a trust is severed, the rights of the trust beneficiaries shall be determined as if the trusts were aggregated, but the Trustee may pay principal to the trust beneficiaries and taxing authorities disproportionately from the severed trusts. The Trustee may later combine any previously severed trusts. The Trustee shall not be liable for deciding in its discretion to exercise or not exercise any powers granted under this paragraph.

24. Other Powers. To perform other acts necessary or appropriate for the proper administration of any trust created hereunder.

G. Survivorship. The following survivorship provisions shall apply to this Agreement:



1. Deaths of Settlor and Settlor's Spouse. If the order of deaths of my spouse and me cannot be established by proof, I direct that I shall be conclusively presumed to have survived my spouse.

2. Other Beneficiaries. For all purposes of this Agreement, a beneficiary, other than my spouse, shall not be deemed to survive me, if such beneficiary does not survive me by 30 days, nor to survive my spouse, if such beneficiary does not survive my spouse by 30 days.

3. Predeceased Ancestor Provision. Notwithstanding any of the foregoing provisions of this Agreement, if I or any beneficiary under this Agreement (the "transferor") is considered a "transferor" for purposes of the generation-skipping transfer tax, and a lineal descendant (the "descendant") of the parent of the transferor (or of the transferor's spouse or former spouse, if any) survives the transferor but dies no later than 90 days after the death of the transferor, for all purposes of this Agreement the descendant shall be treated as having predeceased the transferor.

H. S Corporation Trusts. Notwithstanding any provision contained in this Agreement to the contrary, if, after my death, the Trustee of any trust created under this Agreement shall own or become entitled to own any shares of stock in one or more S Corporations (as defined in Code Section 1361(a)), and such trust would not otherwise qualify as a "qualified subchapter S trust" (as defined in Code Section 1361(d)), the Trustee may, in its discretion, preserve the status of the S election of any such S corporation by dividing any such trust into two separate trusts, one of which (the "Non-S Trust") shall consist of all assets allocated to such trust except stock in any S Corporation, and the other of which (the "S Trust") shall consist only of the shares of the S Corporation stock allocated to such trust. Both the Non-



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S Trust and the S Trust shall be held and administered as separate trusts for the benefit of the individual for whose primary benefit such trust shall have been created (the "current beneficiary") in accordance with the provisions of this Agreement (other than this Section) otherwise intended to apply to said trust, except to the extent modified by the following specific requirements, it being my intention that the S Trust shall constitute a qualified subchapter S trust:

1. All income of the S Trust shall be distributed to the current beneficiary at least annually.
2. During the life of the current beneficiary, there shall be only one income beneficiary of the S Trust.
3. Any principal distributed from the S Trust during the life of the current beneficiary may be distributed only to such beneficiary.
4. The income interest of the current beneficiary of the S Trust shall terminate on the earlier of such beneficiary's death or the termination of the S Trust.
5. Upon the termination of the S Trust during the life of the current beneficiary, the Trustee shall distribute all of the trust assets to such beneficiary.
6. If at any time a beneficiary is taxed on income of the S Trust that has not been distributed to the beneficiary, the Trustee shall, upon the written request of the beneficiary (or his or her legal guardian) or in the Trustee's discretion if no such request is made, distribute principal to the beneficiary in a sufficient amount, in the Trustee's discretion, to pay any federal or state income taxes directly attributable to such income.

The foregoing provisions of this Section shall apply regardless of whether the election to be taxed as an S Corporation was made prior or subsequent to the transfer of the shares of stock



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to the S Trust. Upon revocation of the election to be taxed as an S Corporation, or at such time as any such S Trust shall no longer hold any shares of stock in an S Corporation, the provisions of this Section shall no longer be operative and the provisions of this Agreement, other than this Section, shall apply instead, and the Trustee may, in such event, merge each such S Trust with the Non-S Trust from which it was separated, subject to the provisions of this Section again becoming operative.

I. Governing Law. The law of the State of Florida shall govern the validity and interpretation of the provisions of this Agreement.

J. General References. Whenever and wherever the context of this Agreement so requires, any references to the singular shall be read, construed and interpreted to mean the plural and vice-versa; any references to the masculine gender shall be read, construed and interpreted to mean the feminine gender and vice-versa; and any references to the neuter gender shall be read, construed and interpreted to mean the masculine or feminine gender, whichever is applicable.

K. Construction of Captions. The captions of this Agreement are provided for convenience and reference only and in no way are intended to define, describe, extend or limit the scope of this Agreement or my intent with respect to any provision hereof.

L. Discretionary Trust Distributions. Whenever the Trustee has discretion under this Agreement to make distributions of income and/or principal based on the health, support, maintenance or education of an individual, the following provisions shall apply:

1. Health. "Health" shall include, but not be limited to, medical, dental, hospital, drug and nursing costs, as well as all expenses of invalidism and costs of medically prescribed equipment and travel.



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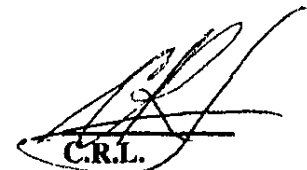
2. Support and Maintenance. "Support" and "maintenance" shall mean the support and/or maintenance of the individual in accordance with his or her accustomed manner of living.

3. Education. "Education" shall include, but not be limited to, private or preparatory school tuition, under-graduate school or post-graduate school tuition, professional and vocational school tuition, room and board, fees, supplies, books and travel to and from the educational institution. It is intended that the Trustee liberally construe and interpret references to "education," to provide the best possible education commensurate with the beneficiary's abilities and desires.

4. Remainder Interests. In making principal distributions, the Trustee may ignore the interests of any vested or contingent remainder beneficiaries.

5. Trustee's Determinations. In making distributions to beneficiaries, the Trustee may take into account any other income and assets known by the Trustee to be reasonably available to the beneficiaries, but shall not be required to do so unless the trust provisions so specify. The Trustee may rely on information furnished by the beneficiaries as to other income and assets reasonably available to them, and no person interested in any manner in a trust created hereunder may complain of a Trustee's distribution or failure to make a distribution of trust assets so long as the Trustee's determinations are made in good faith and without gross negligence.

6. Termination. The Trustee is authorized to make such distributions even though they may deplete the trust fund, thereby causing the trust to terminate.

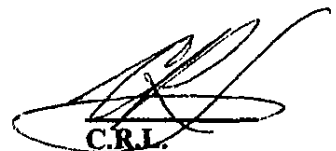


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M. Copies. Anyone may rely on a copy of this Agreement as certified by any Trustee in a signed writing to be a true copy of the signed original (and of any amendments hereto) to the same effect as if said copy were said signed original. Anyone may rely upon any statement of fact certified by anyone who appears from the original document or a certified copy thereof to be a Trustee hereunder.

N. Exercise of Power of Appointment. Except as specifically provided otherwise herein, in exercising any power of appointment granted in this Agreement, the holder of such power may appoint outright or in trust, and generally, in any manner, but may not create a general power of appointment and may not appoint any assets disclaimed by such person pursuant to this Agreement. In addition, the holder of a power that is referred to herein as a special power of appointment or a limited power of appointment may not appoint in favor of the holder, the creditors of the holder, the estate of the holder, or the creditors of the estate of the holder.

O. Funding. Unless otherwise expressly provided in this Agreement, any distribution or funding requirement of a pecuniary amount may be satisfied in cash or in kind, in undivided interests, or partly in each. Any assets that are used to satisfy the pecuniary amount, shall be valued for this purpose at their date or dates of distribution; and each such pecuniary amount distribution or funding requirement in this Agreement shall bear interest from the date prescribed under applicable local law (or, if none, from the date of my death) to the date of payment, such interest to be at the statutory rate applicable to pecuniary bequests or distributions under state law governing the administration of this Trust (and, absent such statutory rate, at 80 percent of the rate applicable under Code Section 7520). The foregoing interest requirement shall be



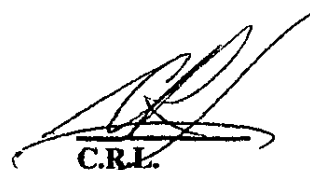
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interpreted and adapted to meet the "appropriate interest" requirement imposed by applicable generation-skipping transfer tax Treasury Regulations. Notwithstanding the foregoing, in funding a fractional share under this Agreement, property allocated in kind may be allocated in entire or disproportionate shares, as the Trustee determines to be in the best interests of the beneficiaries, without compensating adjustments.

P. Small Trust Termination. If at any time the property in any trust hereunder (other than a trust for the benefit of a Trustee) has an aggregate net fair market value as determined by the Trustee of \$50,000 or less, the Trustee may terminate that Trust. In addition, a corporate trustee, in its sole discretion, may terminate the trust if the corporate trustee determines that the cost of continuance thereof will substantially impair accomplishment of the purposes of the trust. Upon termination, the Trustee shall distribute the trust property proportionately to the persons then entitled to receive or have the benefit of the income therefrom in the proportions in which they are entitled thereto, or if their interests are indefinite, in equal shares.

Q. Legal Obligations and Discretionary Powers. Notwithstanding any other provision of this Agreement, I hereby limit the general discretionary powers of the Trustee so that: (i) no Trustee with a beneficial interest in the trust income or principal (other than me) shall participate in any decision regarding a discretionary distribution to that Trustee personally or to any other beneficiary, except for purposes of health, support, maintenance and education, to the extent such standard constitutes an ascertainable standard within the meaning of Code Sections 2041 and 2514, and (ii) no Trustee may use trust income or principal to discharge the legal obligation of that Trustee individually to support or educate a beneficiary hereunder. The benefits under this Agreement are in addition to, and not in substitution for, any obligation of



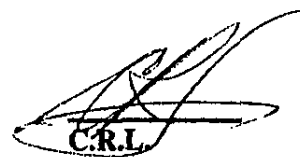
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support owed to a beneficiary. A Trustee shall only exercise discretionary powers, including making discretionary distributions to himself or herself, in the Trustee's fiduciary capacity.

R. Possessory Right to Homestead. I reserve in any trust property that would otherwise qualify for the homestead real estate tax exemption a beneficial interest for my life, such interest being equitable title to such real estate.

S. Florida Trust Code. It is my intent that this Agreement comply with all mandatory provisions of the Florida Trust Code, Chapter 736 of Florida Statutes, effective July 1, 2007. To the extent of any inconsistency between the provisions of this Agreement and any mandatory provision of said Chapter 736, such mandatory provision of Chapter 736 shall prevail.

T. Definitions. References in this Agreement to the following words or phrases shall have the following meanings: (i) "this Agreement" means this Agreement and any amendment thereto; (ii) "descendant" or "descendants" mean lawful lineal descendants by blood or adoption of any degree of the ancestor designated; (iii) "Trustee" means the Trustee or Trustees from time to time acting; (iv) "marital deduction" means the deduction allowed under Code Section 2056; and (v) "generation-skipping transfer tax" or "generation-skipping transfer taxes" mean the tax imposed by Chapter 13 of Subtitle B of the Internal Revenue Code. In addition, references to various provisions of the "Internal Revenue Code" or "Code" are to such designated provisions of the Internal Revenue Code of 1986, as amended, or any corresponding successor or replacement statute hereafter in effect. Further, a person shall be considered "Disabled" if he or she is a minor, is otherwise under a legal disability, or has any condition (whether temporary or permanent) which substantially impairs his or her capacity to give prompt and intelligent

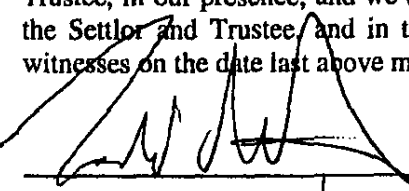
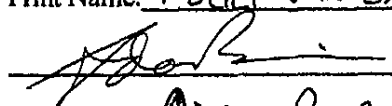


consideration to financial matters. The Trustee may rely on a physician's certification regarding such impairment.

IN WITNESS WHEREOF, I have executed this Langston Family Revocable Trust Agreement this 7 day of September, 2009, but it shall be effective as of October 7, 2008.

  
CHARLES RAYMOND LANGSTON, Settlor and Trustee

The foregoing was signed by CHARLES RAYMOND LANGSTON, the Settlor and Trustee, in our presence, and we at the request of the Settlor and Trustee and in the presence of the Settlor and Trustee, and in the presence of each other, hereunto subscribe our names as witnesses on the date last above mentioned.

 residing at 888 Biscayne Blvd #3504  
Print Name: Todd Van Emburgh MIAMI, FL 33132  
 residing at 1500 BAY ROAD, #858  
Print Name: ADAM RUBIN MIAMI BEACH, FL 33139

FILED  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

)SS.:

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

I, CHARLES RAYMOND LANGSTON, declare, to the officer taking my acknowledgment of this Agreement, and to the subscribing witnesses, that I signed this Agreement as the Langston Family Revocable Trust Agreement.

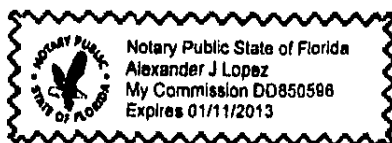
[Signature]  
CHARLES RAYMOND LANGSTON, Settlor and Trustee

We, Todd Van Emburgh and ADAM RUBIN, have been sworn by the officer signing below, and declare to that officer on our oaths that CHARLES RAYMOND LANGSTON, the Settlor and Trustee, declared the instrument to be the Langston Family Revocable Trust Agreement and signed it in our presence and that we each signed the instrument as a witness in the presence of the Settlor and Trustee and in the presence of each other.

[Signature]  
Witness

[Signature]  
Witness

Acknowledged and subscribed and sworn to before me by the Settlor and Trustee, CHARLES RAYMOND LANGSTON, who is personally known to me or who has produced FL Drivers License as identification, and sworn to and subscribed before me by the witnesses, Todd Van Emburgh, who is personally known to me or who has produced FL Drivers License as identification, and by Adam Rubin, who is personally known to me or who has produced FL Drivers License as identification, and subscribed by me in the presence of the Settlor and Trustee and subscribing witnesses, all on this 1 day of September, 2009.



[Signature]  
Signature of Notary Public

Print Name: Alexander J Lopez

State of Florida

My Commission Expires: 1/11/2013

**LANGSTON FAMILY REVOCABLE TRUST AGREEMENT**

**SCHEDULE A**

Cash in the amount of \$10.00

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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