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SECRETARY OF STATE



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FLORIDA DEPARTMENT OF STATE Division of Corporations

April 1, 2016

BARBARA KAY SIMPSON 605 OLEANDER DR MERRITT ISLAND, FL 32952

SUBJECT: THE SIMPSON FAMILY TRUST

Ref. Number: W16000016122

We have received your document for THE SIMPSON FAMILY 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 Florida Statutes require an entity to designate a street address for its principal office address. A post office box is not acceptable for the principal office address. The entity may, however, designate a separate mailing address. The mailing address may be a post office box.

The document must contain a registered agent with a Florida street address and a <u>signed</u> statement of acceptance. (i.e. I hereby am familiar with and accept the duties and responsibilities of Registered Agent.)

Please wait to receive letter from financial services before sending a new check and check dated 02-24-16 is being return not cash.,

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.

Tyrone Scott Regulatory Specialist II New Filings Section

Letter Number: 516A00004488

February 22, 2016

New Filings Section
Division of Corporations
2661 W Executive Center Circle
Tallahassee, Florida 32301

RE:

Simpson Family Trust

Dear Sir:

Enclosed is the Simpson Family Trust that has been filed in Brevard County, Florida Book 5739 and Page 8870. The EIN is 81-6318602 as assigned with the Department of the Treasury.

Please file this Revocable Living Trust. Enclosed is your check for \$350.00 to cover the filing fee.

Thank you for your assistance in this matter.

Sincerely,

ROBERT M. SIMPSON

CC: Ezequiel Alvarez

Robert Doherty, Attorney

FED EX 7757 1161 0516

TRANSMITTAL LETTER

13214593698

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

SUBJECT: Simpson Fomile

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

herrith Island, FL 32952 City, State & Zip 321-266-2499 Daytime Telephone number



AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY

A Gruntor 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 Simpson Family Trust, a (Name of Trust) The Simpson Family Trust, in the State of Florida. (Name of Trust)
1. Two or more persons are named in the Trust.
2. The principal address is 605 Oleander Drive
Merrit Island, FL 32952
3. The registered agent and street address in the State of Florida is:
327 S Tropical Troil, Merrith Island, FL
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.
KRISTINA HARDIN WY COMMISSION # A384859 Chairman of the Board of Trustees

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

CR2E063(3/00)

CERTIFICATE REGARDING REVOCABLE LIVING TRUST

Assets should be registered in the following manner:

BARBARA K. SIMPSON and/or ROBERT LOUIS SIMPSON, Co-Trustees, to THE SIMPSON FAMILY TRUST, day of Junuory U.T.D. /6_ __, 2007,

This Certificate is executed and delivered to certify to the execution and continued existence of a certain Revocable Living Trust executed by BARBARA K. SIMPSON and ROBERT LOUIS SIMPSON, as Grantors/Trustees, ROBERT M. SIMPSON, being the First Successor Trustee and BARBARA WOOD, being the Second Successor Trustee designated therein.

Certain of the trust provisions contained in the described Trust are as follows:

- 1. Grantors reserve the right to REVOKE the Trust, to AMEND it in any manner, and to WITHDRAW all Trust income and principal.
- 2. The signature of any one Trustee or co-Trustee shall be deemed as sufficient to exercise all the Trustee powers contained in this Trust.

TRUSTEE POWERS AND DISCRETIONS

The Trustee(s) (including any successor) has the power to sell, mortgage, borrow, purchase or grant or acquire options to purchase and convey any security or property, real or personal, held in this Trust, at public or private sale, and at such time and price and upon such terms and conditions (including credit) as Trustee(s) may determine. The Trustee(s) may open and maintain an account or accounts for the purchase and sale of securities, whether in cash or on margin, and to hold securities in the name of a nominee.

HOMESTEAD

If the Grantors permanent residence is part of the Trust corpus, then the Grantors shall have the continuous present use, occupancy and possession of the property for Grantors lifetime. Said right shall be in accordance with the Florida Administrative Code and shall entitle Grantors to the homestead exemption for ad valorem taxation.

REGARDING SUCCESSION OF TRUSTEE

Any person shall upon request deliver, transfer and pay over assets of this Trust to a Successor Trustee named herein upon presentation of a certificate, signed under oath by the Successor Trustee certifying to the death, incapacity or resignation of the prior Trustee, without any duty on the part of such third party to inquire into the accuracy of such certificate, and any person relying upon such certificate from the Successor Trustee shall be fully protected.

As GRANTOR(S), any person receiving this certificate is authorized to rely on it and assume that the Trust described herein was duly executed and funded, is presently in existence and will continue in existence until that person receives actual notice of cancellation, that there are no further limitations on the powers of the Trustee to deal with assets of the Trust, and that the Trust has not been amended to limit or modify the provisions set forth above.

In Witness Whereof, I Certify that the foregoing is true and correct and that I am presently acting as Frustee of that Trust.

Doherty,

Witness

Witness

ROBERT LOUIS SIMPSON

Grantor/Trustee

Grantor/Trustee

Sharon Fitzpatrick,

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ψ 2007, by Grantors.

NOTARY PUBLIC-STATE OF FLORIDA

Robert A. Doherty NOTARY PUBLIC

Robert A. Doherty Attorney At Law #0071870

Commission # DD610002
Expires: DEC. 12, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

April 15, 2016

SUBJECT: THE SIMPSON FAMILY TRUST

W16000016122

TO WHOM IT MAY CONCERN:

This will serve to confirm the principal office address for the Trust:

605 Oleander Drive Merritt Island, Florida 32952 321-266-2499

I hereby am familiar with and accept the duties and responsibilities of Registered

Agent.

RØBERT M. SIMPSON 327 S TROPICAL TRAIL

MERRITT ISLAND, FLORIDA 32952

TO: 18502456804

P.2

April 15, 2016

SUBJECT:

THE SIMPSON FAMILY TRUST

W16000016122

TO WHOM IT MAY CONCERN:

This will serve to confirm the principal office address for the Trust:

605 Oleander Drive Merritt Island, Florida 32952 321-266-2499

I hereby am familiar with and accept the duties and responsibilities of Registered

Agent.

RØBERT M. SIMPSON

327 S TROPICAL TRAIL

MERRITT ISLAND, FLORIDA 32952

JOINT REVOCABLE LIVING TRUST AGREEMENT THE SIMPSON FAMILY TRUST

This is a Trust Agreement and a Declaration of Trust made by BARBARA K. SIMPSON and ROBERT LOUIS SIMPSON, as Grantors and Contractions, in the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of Brevard, State of Florida, this day of the County of the

- (A) First Successor Trustee: ROBERT M. SIMPSON
- (B) Second Successor Trustee: BARBARA WOOD

ARTICLE I

STATEMENT OF PURPOSE

- A. Grantors establish and declare this Trust to provide for management of certain of Grantors' properties; for management of any other properties that may be deposited with the Trustee at any time; for the benefit of Grantors' families after Grantors' death; and for the benefit, maintenance, comfort, and support of Grantors during Grantors' lifetime.
- B. Grantors have conveyed to Co-Trustee properties deposited in the name of this Trust, including property described on Schedule A; from time to time other properties, including life insurance policies, may be conveyed to the Trustee if accepted for administration. Grantors, by Will, may direct that part or all of the property in Grantors' estate be delivered to Grantors' Successor Trustee at Grantors' death for administration under this Trust.
- C. HOMESTEAD. Grantor reserves the right to reside upon any property placed into this Trust as Grantor's permanent residence during Grantor's life, it being the intent of the provision to preserve in Grantor the requisite beneficial interest and possessory right in and to such real property, to comply with Sec. 196.031 of the Florida Statutes, such that Grantor's possessory

right constitutes in all respects, "equitable title to real estate," as that term is used in Sec. 6, Article 7 of the Constitution of the State of Florida. Notwithstanding anything contained in this Trust agreement to the contrary, the interest of Grantor in any real property on which the Grantor resides pursuant to the provisions of this Trust shall be deemed to be an interest of real property and not personalty.

- D. For purposes of this Trust Agreement, the following terms shall have the following meanings:
- 1. Unless otherwise provided for herein, "issue" shall refer only to children either conceived, born or adopted to the parent referred to.
- 2. For the purposes of distribution upon the death of both Grantors, Grantors' issue or other Primary Beneficiaries hereinafter referred to are identified as follows:
 - (A) ROBERT M. SIMPSON, son
 - (B) SANDRA ROSSER, daughter
 - (C) BARBARA WOOD, daughter
- 3. The terms "corpus" and "principal" as used throughout this Trust Agreement are intended to be treated as having the same definition.

ARTICLE II

GRANTORS' LIFETIME RESERVATIONS

- A. During Grantors' lives or the life of the Survivor, except any period of adjudicated incompetency, Grantor shall have the right;
- 1. To revoke this instrument entirely and to receive all trust property remaining after payment of expenses connected with administration of this Trust, if any;
- 2. From time to time to amend this instrument in any particular;

- 3. From time to time to change the identity or number or both, of the Trustee or Trustees;
- 4. From time to time to withdraw from the Trust any part or all of the Trust property, both principal and interest, therein.
- 5. With respect to any life insurance policy deposited with Trustee by Grantor and made subject to this trust, Grantor reserves an exclusive right;
 - a. To sell, assign, or pledge any such policy;
- b. To exercise any option or privilege granted by such policies, including a right to change the Beneficiaries;
- c. To borrow from individual, partnership, corporation or association, and to pledge such policies as security.
- d. To receive any payment, dividend, surrender value, benefit, or privilege accruing on account of such policies.
- B. It is Grantor's specific intent, direction and desire that the provisions of Trust Administration Section 737.402(4) of the Florida Statutes shall not apply in its requirements that a Trustee or any Successor Trustee shall apply to a court for appointment of an independent trustee because said Successor Trustee may be a beneficiary.

ARTICLE III

SUCCESSOR TRUSTEES

Upon the death, incapacity, incompetency, resignation or discharge of one of the Co-Trustees, then the remaining Co-Trustee, at his or her option, shall act as sole Trustee during the Grantors' lifetime.

In the event that both the Grantors are unable or unwilling to serve as Trustees of this Trust, then Grantors appoint those Successor Trustees as set forth on page 1 herein, to act as Successor Trustees of the Trust. Each Successor Trustee shall have equal authority and responsibility in this capacity. If there are multiple Successor Trustees serving at one time, then it shall take the signature and consent of all Trustees then serving,

notwithstanding Article IX, B, herein.

- Any Trustee or Successor Trustee may resign by instrument If the first Successor Trustee(s) herein shall die, in writing. resign or for any reason is or becomes unable to act or continue to act as a Trustee hereunder, no Successor Trustee need be appointed if there are co-Trustees serving, and the surviving or remaining Trustee(s) shall continue to serve as the Trustee(s), of the Trusts If, however, there are no surviving or remaining first Successor Trustee(s), the Second Successor Trustee(s) named herein is hereby appointed, to fill such vacancy or vacancies, and if a third or succeeding Successor Trustee(s) has been named then they are to follow the previous Successor Trustee(s) under the same terms and conditions as set forth above. In the event there is a void as to serving Trustees, then all beneficiaries over the age of eighteen (18) years shall by majority vote, select two Co-Trustees therein.
- 2. Any Successor Trustee shall have all the rights, powers, duties, and discretions conferred or imposed on the original Trustee, subject to Article IV herein. No Successor Trustee shall be obliged to examine the accounts and actions of any previous Trustee. No Trustee shall be liable for any act or omission unless the same be due to such Trustee's own default. In no event shall a Corporate Trustee be a corporation owned or controlled by any beneficiary hereof.
- 3. Any Successor Trustee shall become responsible for the applicable Trust estate only when, as and if the same shall be received by said Trustee and, in determining such estate, such Trustee shall only be responsible to make a reasonable inquiry from the records of the prior Trustee which are available.
- 4. To the extent that any such requirement can be legally waived, no Trustee shall ever be required to give bond, to qualify or make accounting to any court or courts under the provisions of any existing or future statutes of Florida in Chapter 737 of the Florida Statutes or any other state or territory or to obtain the order or approval of any court in the exercise of any power or

discretion herein given.

ARTICLE IV

MANAGEMENT BY SUCCESSOR TRUSTEE

- A. In the event of the resignation or incapacity of both Grantors or the death of one and the resignation or incapacity of the other, or their disappearance, the Successor Trustee shall manage the Trust's assets and use the Trust income and principal in Trustee's sole discretion exclusively for the support, welfare, and maintenance of the surviving Grantor(s). It is not necessary for any Successor Trustee to post any bond, to obtain any type of court order, or to report to any court on any of Trustee's activities as trustee hereunder.
- B. In the event of the death of both Grantor's, except for the Grantor's reservation rights as set forth under Article II herein, each Successor Trustee shall have all the powers and rights the Grantors would have if the Grantors were alive, competent, and still owned the assets in their own name, subject to the provisions of paragraph A, above, except that no Successor Trustee may transfer any trust income or trust assets to or for Trustee's own benefit or the benefit of Trustee's creditors. There are two additional exceptions in the case of a Successor Trustee when Trustee is administering this Trust. Those two exceptions are:
- (1) No Successor Trustee may buy or sell options without owning the underlying securities, contracts, or other assets, except to hold or close out any options that the Trust may have bought or sold, nor shall the Successor Trustee purchase securities on margin.
- (2) No Successor Trustee may change the beneficiary designated on any insurance policies, annuities or other beneficiary accounts or policies, or on any accounts at any banks, savings and loan associations, or credit unions, without a court order to do so.

ARTÍCLE V

DISABILITY AND INCAPACITY (INCOMPETENCY)

any disability or incompetency (whether temporarily or permanently) of a Grantor as defined in this Article, a so affected Grantor shall be relieved of all powers heretofore reserved by the Grantors in the Grantors' individual or fiduciary capacity, as the case may be. During any such disability or incompetency, all such powers shall be suspended, and the current Trustee or Successor Trustee, whichever is applicable, shall have or continue to have those powers with respect to the Trust Estate given in this Trust to the original Trustee, subject to Article IV herein. During an affected Grantors' disability or incompetency, the Trustee is specifically authorized to arrange for the services of a companion or registered or practical nurse to remain with the affected Grantor, on a round-the-clock basis, if necessary, in the affected Grantor's home, or alternatively, to arrange for convalescent care or nursing home care, with or without such a companion or nurse, as the Trustee determines to be advisable from time to time. In addition to any such payments of income and principal for the benefit of an affected Grantor, the Trustee may pay to, or apply, for the benefit of the affected Grantor's legal dependents, such amounts from the income and principal of this Trust, in such shares and proportions, in the Trustee's discretion, that the Trustee shall determine to be advisable from time to time, for such person's health, education, maintenance, or support (including, but not limited to, such a person's medical, dental, nursing, and nursing home expenses), taking into consideration, to the extent that the Trustee deems advisable, any such person's other income and assets. An affected Grantor may regain all of the powers heretofore reserved by affected Grantor in the affected Grantor's individual or fiduciary capacity, as the case may be, when such disability or incompetency is removed in the same manner as was followed to establish the affected Grantor's disability or incompetency as provided herein. Additionally, the following definitions shall be utilized in

determination of the disability or incompetency (whether temporarily or permanently) of any individual who is to serve or has been serving as an original Trustee under this Trust.

- A. Definition of Disability: This term shall apply at any time during the Grantors' joint lifetime or during the surviving Grantor's lifetime that the Trustee hereunder receives a written notice signed by both (i) a physician of an affected Grantor and (ii) either the other Grantor or another member of the affected Grantor's most immediate family, indicating that the affected Grantor is too disabled to continue the affected Grantor's involvement in this Trust, except as a beneficiary hereunder.
- B. Definition of Incompetency: This term shall apply at any time during the Grantors' joint lifetime or during the surviving Grantor's lifetime that the serving Trustee hereunder is in possession of any of (i) a court order, which the Trustee deems jurisdictionally proper and currently applicable, and which holds an affected Grantor to be legally incompetent to act in the affected Grantor's own behalf, or appoints a guardian of the affected Grantor's person or property to act for the affected (ii) duly executed, witnessed and acknowledged written affidavits of two physicians who possess M.D. or D.O. degrees, each certifying that the respective physician has examined the affected Grantor and has concluded that, by reason of an accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other similar causes, the affected Grantor had, at the date of the applicable written affidavit, become incompetent to act rationally and prudently in the affected Grantor's best or (iii) evidence, which the Trustee deems to be credible and still currently applicable, that the affected Grantor has been unaccountably absent for more than three (3) months, or that the affected Grantor has been detained under duress in which the affected Grantor is unable, effectively and prudently, to handle the affected Grantor's financial interest. Wherever the

Trustee is authorized or required to act in the case of the disability or incompetency of any beneficiary (including a Grantor) or any other Trustee under this Trust, the Trustee shall be fully protected in the determination of such disability or incompetency by reliance upon the aforementioned standards.

ARTICLE VI

DISSOLUTION OF MARRIAGE

Notwithstanding any other provision herein, and expressly without regard to any demand or right of a Trustee or Beneficiary under this Trust, in the event that either Grantor shall file for dissolution of marriage during the lifetimes of both Grantors, it is expressly agreed that the Trust Property be immediately distributed to the Grantors individually in proportion to their original or subsequent contributions or according to the provisions of a separate nuptial agreement. Upon the final decree for dissolution of marriage, this Trust shall be revoked.

ARTICLE VII

DISPOSITION OF ASSETS UPON GRANTORS' DEATH

On the death of the Grantor, the Successor Trustee may pay out of the trust estate debts of the Grantor, the estate and inheritance taxes, including interest and penalties attributable to the trust estate arising because of the Grantor's death, the last-illness and funeral expenses of the Grantor, attorney's fees and other costs incurred if it's necessary to administer Grantor's probatable estate, if any. To the extent that any estate taxes are payable from this trust, all such taxes shall be apportioned among the respective interests in this trust under the provisions of Florida Statutes section 733.817 (apportionment of estate taxes) in the same manner as if such respective interests were devises under a will. To the extent of any tax imposed by Chapter 13 of the Internal Revenue Code, that tax shall be paid or apportioned among the respective interests as provided in section 2603(b) of the Code.

- A. After the death of Grantor, this Trust shall become irrevocable and after payment of debt and taxes, the Successor Trustee(s) shall distribute the Trust Property, including the homestead if part of the corpus, together with all property that is distributed to the Trustee as a result of the Grantor's death, whether by will or otherwise, according to the provision of Paragraph "D" of this Article. The Successor Trustee(s) may distribute the Trust Property in cash or in kind, or both (even if shares composed differently), and the Successor Trustee(s) may determine the propriety of such distribution, the time chosen for such distribution, and the method valuing any property so distributed. The Successor Trustee(s) may distribute to any beneficiary an undivided interest in any Trust Property.
- Successor Trustee may make distributions in satisfaction of any pecuniary or fractional share gift by distributing cash or specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property allocated to any beneficiary or any share and without making pro rata distributions of specific assets. Trustee is authorized but not required to make equitable adjustments for differing financial effects of tax elections or distributions. Unless otherwise provided for herein, if any distribution is provided to be made to a minor with no legal guardian, rather than deferring such distribution as provided herein, the Trustee may (but need not) make such distribution to a parent of such minor as custodian under the Florida Transfers to Minors Act. To the extent that Grantor may, Grantor waives the requirement and necessity of giving formal or informal notice of any trust proceedings to any person such as may be required under the laws of Florida or of any other jurisdiction in which the Trustee may act or qualify.
- C. The Trustees' or Successor Trustees' Discretionary Powers shall not be used to unreasonably delay the distribution of this Trust.

- D. Under the circumstances of Paragraph "A" of this Article, the Successor Trustee(s) shall distribute the assets of this Trust in the following manner:
- (1) Personal Possessions: After the death of Grantor, the Trust's tangible personal property (such as clothing, jewelry, furniture, etc.) shall be distributed pursuant to the instructions in the Grantor's most recent separate written statement or list in existence at the death of the Grantor, signed and dated by Grantor on each page thereof, and which describes the items and the recipients with reasonable certainty. Such list, and any tangible personal property owned by Grantor but not set forth in said list, shall be assigned to the Trust and be considered an amendment to the terms of this Declaration of Trust, and attached hereto as schedule "A".

If no such writing is found and properly identified by the Successor Trustee within thirty (30) days after the death of Grantor, it shall be conclusively presumed that no such writing exists. In the event the Grantor fails to leave such a writing, or the writing does not effectively provide for all of the Trust's tangible personal property, then such property not effectively provided for shall become a part of the corpus and distributed by the Successor Trustee, as nearly as possible in proportion to the provisions of this Article. (NOTE: This writing may be used ONLY for TANGIBLE PERSONAL PROPERTY, that is, not money, stocks, bonds, savings or checking accounts, etc., nor real estate.)

- (2) The corpus of the Trust, including any income thereof, is to be divided equally between ROBERT M. SIMPSON, SANDRA ROSSER, and BARBARA WOOD, outright free of trust.
- (3) Other than as provided for above, if a living child of Grantor who has an interest in the Trust Estate dies before receiving such interest, that child's interest shall be distributed by right of representation equally to the deceased child's issue,

if any, who survive Grantor and, if the deceased child has no surviving issue, distributed equally among Grantor's remaining issue, if any. If Grantor has no remaining issue, then these shares shall revert back to the Trust.

(4) In the event that a beneficiary has not attained the age set for distribution as indicated in this paragraph, then that share shall be established in a discretionary fund in that beneficiary's name. The income shall be paid to the principal of said fund and the total principal shall be distributed to said beneficiary on the beneficiary's 25th birthday, or the principal can be invaded for educational purposes or for serious medical problems prior to the said age.

As used in this Trust, "education" shall include:

- o Any course of study or instruction at an accredited private high school, college or university granting undergraduate or graduate degrees.
- o Any course of study or instruction at any institution for specialized, vocational, or professional training.
- o Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.
- o Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

ARTICLE VIII

COMMON DISASTER AS IT PERTAINS TO BENEFICIARIES

- A. If a beneficiary dies simultaneously with Grantor(s) or in such circumstances as to render it impossible to determine who predeceased the other, it shall be presumed that Grantor(s) survived for purposes of this Trust, and the provisions of this Trust shall be construed upon that assumption and basis.
- B. If any beneficiary dies simultaneously with another beneficiary or under circumstances rendering it impossible to

determine who predeceased the other and, if the rights of one of them depend upon his or her having survived the other, the beneficiary whose rights depend upon such survivorship shall be deemed to have survived the other beneficiary, and the provisions hereof shall be construed upon that assumption and basis.

C. The above shall not apply to insurance policies owned by Grantor(s) upon the life of another. Such policies shall be governed by the Simultaneous Death Law of Florida.

ARTICLE IX

TRUSTEE POWERS AND DISCRETIONS

Each Original Trustee shall have the following powers, and any others granted by law, to be exercised in the Trustee's discretion as in the best interests of Beneficiaries:

- A. To sell, mortgage, borrow, purchase or grant or acquire options to purchase and convey any security or property, real or personal, held in this Trust, at public or private sale, and at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. The Trustee shall have every power granted to a Trustee under Sec 737.402 and Chapter 738 of the Florida Statutes and every power granted to a personal representative under Sec 733.612 of the Florida Statutes and all power and authority contained in any deed conveying real property into this Trust as such power or authority applies to such real property. All such powers include but are not limited to:
- 1. To open and maintain an account or accounts for the purchase and sale of securities, commodities, and options, whether in cash or on margin, and to hold securities in the name of a nominee.
- 2. To borrow money for any purpose, from any source, including the Trustee, or any other fiduciary at any time acting hereunder, and to secure the repayment of any and all of the amounts so borrowed by a mortgage or pledge of any property, or to hypothecate any Trust asset as security.

- 3. To delegate to third parties by way of a Durable Power of Attorney or otherwise, all the same rights and powers of the Trustee as stated in this Article, or wherever set forth in this Trust. However, this Article is specifically reserved to the original Trustee(s) herein and shall not apply to any Successor Trustee(s).
- 4. To employ attorneys, or other special agents, as the Trustee may deem necessary for the best interest of the Trust Estate, but the Trustee shall not be responsible for any of the acts of any such persons or entities beyond the Trustee's obligation to use reasonable care in the selection of any such attorneys or other agents;
- 5. To incur and pay from the Trust Estate any and all of the reasonable expenses in connection with the management, preservation, and administration of any of the Trusts or Shares hereof (including the compensation for any Trustee, and including any reasonable fees and charges of any attorneys or other agents); and
- 6. To execute and to deliver any and all of the written instruments which are deemed advisable by the Trustee to carry out any of the foregoing powers. No party to any such instrument signed by the Trustee shall be obligated to inquire as to the validity of any such instrument.
- B. The signature of any one Trustee or Co-Trustee shall be deemed as sufficient to exercise all the Trustee powers contained in this Trust except as affects an interest in real property, by example, but not limited thereto, to sell, transfer, assign, mortgage, hypothecate, or otherwise encumber the real property of the Trust Estate, which will necessitate the concurrence in writing of both original Co-Trustees as long as both are alive and competent.

ARTICLE X

GENERAL PROVISIONS

1. Claims of Creditors of Other Persons: The assets of this Trust shall not be subject to any claims by the creditors of any Successor Trustee or beneficiaries of this Trust, nor their spouses. No interest of any beneficiary of this Trust may be transferred, assigned or conveyed, and Trustee shall continue distribution as provided herein notwithstanding any such attempted transfer, assignment, or conveyance.

2. Certification

A certificate signed by any Trustee under this instrument and acknowledged by him before a Notary Public shall be deemed to be conclusive evidence upon all persons and for all purposes of the facts stated in such certificate respecting the terms of this instrument and the identity of the Trustees who from time to time may be serving under it.

3. Applicable Law

This instrument was prepared in the State of Florida. All questions concerning the meaning and intention of terms of this instrument or its validity, and all questions relating to any performance under it, shall be resolved in accordance with the laws of the State in which the Grantor resides.

4. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

5. Headings of Articles, Sections, and Paragraphs

The headings of Articles, Sections, and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

6. <u>Duration of Trust</u>: Notwithstanding any other provisions of this Trust, all assets of any trust established herein shall

vest in and be distributed to the persons then entitled to the income from such property, twenty-one (21) years after the death of the last surviving beneficiary of this Trust who was alive at the date of this Declaration of Trust, unless sooner vested as provided herein. This provision is intended to prevent any possible violation of the Rule Against Perpetuities, and it shall be so construed.

7. Termination of Trust

At such time as the assets of the Trust Estate, including any accumulations thereon, have been distributed to the beneficiaries in accordance with the terms and conditions of this Trust, the Trust shall then terminate.

8. <u>Intestate Distribution</u>

At such time or in such event as this Trust Agreement makes no provision for the payment of the then remaining Trust assets, such assets shall be distributed to the persons who would take, in the proportions they would take, from Grantor's estate if Grantor were then to die intestate according to the laws of the State of Florida then in force and effect.

ARTICLE XI

COMPENSATION AND ACCOUNTING

The Trustee shall be entitled to receive a fair and just compensation for services rendered hereunder and shall also be reimbursed for all reasonable expenses incurred in the management and protection of the Trust Estate.

The Trustee shall render to the beneficiary or beneficiaries then entitled to the income from the Trust, statements of accounts of receipts and disbursements as Trustee hereunder at least annually.

A Corporate Trustee hereunder shall be entitled to a fee for its services as Trustee in accordance with the fee it normally charges to similar Trusts under its regularly published fee schedule, as it may from time to time be amended.

ARTICLE XII

MINGLING OF PROPERTY OF SEPARATE TRUSTS

The Trustee is authorized to mingle the Trust property of any separate Trusts existing hereunder, allotting to each separate Trust an undivided interest in the mingled property, which undivided interest shall always be equal to that Trust's proportionate contribution (as adjusted from time to time as a result of accumulations of income, payments of principal and additions to principal) to the mingled property.

ARTICLE XIII

POWERS TO MERGE SIMILAR TRUSTS

Trustee may merge and consolidate any trust created in this agreement with any other Trust created by Grantors or any other person at any other time, if the other Trust contains substantially the same terms for the same beneficiaries, and has at least one Trustee in common with the Trust or Trusts created in this agreement.

Trustee may administer such merged and consolidated Trusts as a single Trust or unit. If, however, such a merger or consolidation does not appear feasible, as determined in the sole and absolute discretion of Trustee, the Trustee may consolidate the assets of such Trusts for purposes of investment and Trust administration while retaining separate records and accounts for the respective Trusts.

ARTICLE XIV

ACCEPTANCE/ACKNOWLEDGMENT OF TRUSTEE

The Trustee(s) acknowledges receipt of the property referenced to under ARTICLE I, B, herein and accepts the trust hereby created and covenants that it will faithfully discharge all duties of its office as such Trustee.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on the day above written.

Barbara & Singson

BARBARA K. SIMPSON

Grantor/Co-Trustee

ROBERT LOUIS SIM

Grantor/Co-Trustee

Robert A. Doherty,

Witness

Sharon Fitzpatrick

Witness

STATE OF FLORIDA COUNTY OF BREVARD

]

On the day of January, 2007, before me personally appeared BARBARA K. SIMPSON and ROBERT LOUIS SIMPSON, to me known and known by me to be the individuals described in and who executed the foregoing instrument, and duly acknowledged to me that they executed the same as Grantors and as Trustees as aforesaid.

Robert A. Doherty

Commission # DD610002

Expires: DEC. 12, 2010

BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public

Schedule A

LETTER OF INSTRUCTION FOR GRANTORS SEPARATE WRITING

- 1. Any and all jewelry, clothing, household furniture and furnishings, and other tangible articles of personal nature, together with any insurance on such property, is hereby assigned to this Trust and incorporated herein by reference to be distributed pursuant to the terms of distribution under this Trust unless specific distribution is intended and set forth below.
- 2. It is my desire that the Trustee of this Living Trust distribute the below described items to the respective individuals.

Item	· · · · · · · · · · · · · · · · · · ·		
Individual		····	·
Individual			
Item			
Individual			
Item			
Individual			
Individual			
Individual			
Item			
Individual			
Item			
Individual			

3. Add initialed attachments as needed:

Grantor's Initials

Robert A. Doherty Attorney At Law #0071870

Date of this notice: 02-23-2016

Employer Identification Number: 81-6318602

Form: SS-4

Number of this notice: CP 575 B

SIMPSON BARBARA KAY SIMPSON TTEE 605 OLEANDER DR MERRITT IS, FL 32952

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-6318602. This EIN will identify your estate or trust. If you are not the applicant, please contact the individual who is handling the estate or trust for you. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1041 02/23/2016

After our review of your information, we have determined that you have not filed tax returns for the above-mentioned tax period(s) dating as far back as 2008. Please file your return(s) by 03/09/2016. If there is a balance due on the return(s), penalties and interest will continue to accumulate from the due date of the return(s) until it is filed and paid. If you were not in business or did not hire any employees for the tax period(s) in question, please file the return(s) showing you have no liabilities.

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SIMP. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

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Your Telephone Number	Best Time to Call	DATE OF THIS NOTICE:	02-23-2016	
() –		EMPLOYER IDENTIFICATI	ON NUMBER:	81-6318602
		FORM: SS-4	NOBOD	

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 SIMPSON BARBARA KAY SIMPSON TTEE 605 OLEANDER DR MERRITT IS, FL 32952