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Trust

1.

David And Verda DiCorte
(CORPORATE NAME AND DOCUMENT #) Revocable Trust

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

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TRANSMITTAL LETTER

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

SUBJECT: David and Verda Di Corte Revocable Trust

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

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FROM: _____
Name (Printed or typed)

Address

City, State & Zip

Daytime Telephone number

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

David and Verda DiCorte Revocable Trust

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A Florida Business 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 David and Verda DiCorte Revocable Trust, a

(Name of Trust)

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

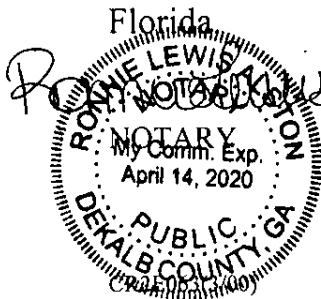
David and Verda DiCorte Revocable Trust, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 931 Monroe Drive # A-102319
Atlanta, GA 30308
3. The registered agent and street address in the State of Florida is:
Corporate Access, Inc
236 E. 6th Avenue, Tallahassee, FL 32303
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.

Danny Bassette

(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



Karen Hope Yore, trustee
Name: Karen Hope Yore, trustee
Chairman of the Board of Trustees

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

David and Verda DiCorte
Revocable Trust Agreement
Dated September 1, 2002

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16 AUG 15 PM 4:17

THIS REVOCABLE TRUST AGREEMENT is made effective and dated September 1, 2002, is between David Vincent DiCorte of PO Box 372, New Port Richey, Florida 34656 in Pasco County, Florida, referred to as "Grantor," and Karen Hope Yore of 457 Hunter's Trace, Crawfordville, Florida 32327 in Wakulla County, Florida, referred to as "Trustee."

Grantor is creating a revocable trust for the purposes set forth in this Agreement. Grantor, therefore, is transferring to the Trustee the property listed in the attached schedule. The Trustee shall hold the property and any other property which the Trustee may acquire from Grantor or from other people, all of which is collectively referred to as the "trust," in trust, upon the following terms.

BACKGROUND

Item a. Parties and Definitions

a.1 The Grantor and the Trustee are as above designated. The person named as Beneficiaries under this agreement are

1. **Billy David DiCorte.** His successor beneficiary shall be James David DiCorte in the event of death of Billy David DiCorte prior to the dissolution of the trust named herein

2. **Roy Lee DiCorte.** His successor beneficiaries shall be Billy David DiCorte, Karen Hope Yore, Naomi Lynn Carman, individually, equally in the event of death of Roy Lee DiCorte prior to the dissolution of the trust named herein

3. **Karen Hope DiCorte Yore.** Her successor beneficiary shall be Francis Joseph Yore V in the event of death of Karen Hope DiCorte Yore prior to the dissolution of the trust named herein.

4. **Naomi Lynn DiCorte Carman.** Her successor beneficiary shall be Maxwell Carman in the event of death of Naomi Lynn DiCorte Carman prior to the dissolution of the trust named herein.

a.2 The term "Trustee" as used in this instrument refers to the acting Trustee or Trustees, including any corporate trustee or professional individual trustee subsequently appointed.

a.3 Throughout this instrument the singular includes the plural, the plural includes the singular, and the masculine includes the feminine and neuter.

a.4 All references to "the Code" shall mean the Internal Revenue Code of 1986, as amended.

a.5 The word "children," "grandchildren," "issue," and "lineal descendants" shall include only those natural born.

a.6 The legal title for this trust shall be the David and Verda DiCorte Revocable Trust, dated September 1, 2002.

AGREEMENT:

Item 1: Establishment of Trust.

Simultaneously with the execution of this instrument, Grantor has transferred to Trustees certain assets listed in Schedule A constituting the initial principal of this trust, thereby establishing this trust. Grantors declare that it is their purpose in establishing this trust to provide a means for the conservation and management of income producing assets and other properties and to provide a means for the properties and to provide for the comfortable maintenance, support, welfare, education, and medical care of the Grantors and family.

Item 2: Receipts and Covenants of Trustees.

2.1 Trustee acknowledges receipt of the properties shown on Schedule A, B and C. Trustees agree to receive additional property transferred to them by Grantor or by any third person. All subsequent property shall become a part of the corpus of this trust, shall be subject to its terms, and shall be designated on attached Schedule A as received or struck off as disposed of and all entries shall be dated. The designation on Schedule A shall not constitute a condition precedent to the receipt of properties or the subjection of said properties to the terms of this instrument. Further, Trustees agree to receive property transferred to them pursuant to Grantor's pour-over will if and when probated.

2.2 Trustee agrees hold all property received by them as trust property and to manage, invest, and reinvest it and the proceeds from it pursuant to the terms of this instrument.

2.3 Trustee agrees to use their best effort to collect when due and thereafter to administer as part of the corpus of this trust the proceed of all life insurance policies insuring the life of the grantor and made payable to the David and Verda DiCorte Revocable Trust date September 1, 2002. Nevertheless, Trustee shall have no responsibility to pay premiums on those policies, except to the extent, if any, of available trust income.

2.4 Trustee, under the terms and conditions of this David and Verda DiCorte

Revocable Trust Agreement dated September 1, 2002. is granted full power and authority to act on behalf of the trust to grant, bargain, sell, convey, buy, mortgage, make loans and refinance real property belonging to the trust, as well as those authorities more particularly described below:

(A). Retain original investments and invest in any variety of real or personal property, including investment trusts and common trust funds made available to the trust, whether or not administered by a Trustee, including any investment company organized under the Investment Company Act of 1940 (mutual fund), for which a Trustee, or an affiliate, is acting as an investment advisor or in any other capacity, for such Trustee's own profit, and including the purchase and sale of futures; write call options on securities held by the trust; make investments without diversifying them; and retain investments with a view to possible increase in value, all without any obligation to keep the trust invested in the type of property designated by law or custom as legal for the investment of trust funds.

(B). Sell, lease or grant options with respect to any real or personal property, alone or in conjunction with any co-owner of such property, in such manner, for such purposes, for such prices and upon such terms, credits and conditions as may be deemed advisable. Any lease may extend beyond the period fixed by law for leases made by fiduciaries and beyond the duration of the trust.

(C). Borrow money from others or from the Trustee, in the Trustee's individual capacity, for any purpose connected with the protection, preservation or improvement of the trust, and as security to mortgage or pledge any real or personal property (including purchases on margin), alone or in conjunction with any co-owner of such property, whenever and upon such terms and conditions as may be deemed advisable.

(D). Vote in person or by proxy with respect to any securities; consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution or liquidation of any corporation; exercise conversion, subscription or other rights and make payment therefor, or to sell or abandon such rights; and register any securities or other property in the name of a nominee or keep any part of them in such condition that they will pass by delivery.

(E). Renew, modify or extend the time of payment of any obligation, secured or unsecured, payable to or by the trust, or continue such obligation after maturity without renewal or extension, in such manner as may be deemed advisable; and pay, adjust, compromise, arbitrate, release or abandon claims or demands in favor of or against the trust, including the acceptance of real property in satisfaction of any obligation upon such terms as may be deemed advisable.

(F). Employ agents, attorneys and any other persons whose services may reasonably be required in connection with administration of the trust from time to

time; delegate authority when such delegation is advantageous to the trust, and pay reasonable compensation therefor.

(G). Pay all trust expenses, taxes, penalties or other charges and charge the same against principal or income or partly against the principal and partly against the income of the whole or any part of the trust; and allocate or apportion gains and losses realized from the sale or other disposition of any asset as between principal and income and generally equitably determine what is principal and what is income of the trust; provided that such discretion shall be exercised so as to balance fairly the interest of the income and remainderman beneficiaries of the trust.

(H). Enter into any transaction authorized hereunder with the Personal Representative of Grantor's estate, with any beneficiary of Grantor's estate or of this trust, with the Personal Representative of the estate of any beneficiary and with the Trustee of any other trust created by Grantor and any trust created by any beneficiary, even though the Personal Representative, beneficiary, or Trustee is also a Trustee hereunder.

(I). Hold and retain the principal of the trust undivided until actual division shall become necessary in order to make distributions; hold, manage, invest and account for the several shares or parts thereof by appropriate entries on the books of account of the trust; and allocate to each share or part its proportionate part of all receipts and expenses.

(J). Make any division or distribution of the trust in money or in other property, or partly in both, upon the basis of fair market values and to cause any share to be composed of money, property or undivided fractional shares in property different in kind from any other share, and for that purpose, determine the market value of any asset of the trust on the basis of such information as may be deemed reliable. Any such decision, including the decision to sell any assets of the trust in order to make the division or distribution in money, shall be binding and conclusive upon all persons.

(K). Permit any beneficiaries of the trust (including Grantor) to use any tangible personal property or real property without paying any rent, without giving any bond or security and without liability for any loss or damage. The Trustee shall not be liable or responsible for any injury to, or consumption of any such property so used; nor, while Grantor is using such property, shall the Trustee be responsible for the payment of any taxes thereon; nor shall the Trustee have any responsibility for keeping such property insured or for keeping the property in proper repair.

(L). Receive additional property acceptable to the Trustee from any source and, if received following Grantor's death, add such property to the trust or trusts as required by the person making the addition, or, in the absence of such direction, add such property equally to the trusts then in existence.

(M). Exercise any stock options which the trust may own and borrow

money for that purpose.

(N) Improve, manage and protect any real property at any time forming a part of the trust; contract respecting the manner of fixing the amount of present and future rentals; partition said property or any part thereof; grant easements or charges of any kind; carry insurance against such hazards, including public liability, in amounts as may be deemed advisable; and establish out of income reserves for taxes, assessments, insurance, repairs, improvements, depreciation, obsolescence and general maintenance of buildings and other property, and for the equalization of payments to or for beneficiaries entitled to receive income, as may be deemed advisable.

(O) Execute and deliver any instruments which may be deemed advisable to carry out any of the foregoing powers. No person dealing with the Trustee shall be obligated to inquire into the validity of any action taken by the Trustee or be bound to see to the application of any money or other property paid or delivered to the Trustee.

(P) In addition, the Trustee may:

- Acquire or retain as an asset of the trust a life insurance policy on the life of any person to whom the income of the trust is payable, or on the life of any person in whom the income beneficiary has an insurable interest, from companies and in amounts deemed advisable; pay premiums on all insurance policies, from income or principal or both; borrow money for the purpose of paying the premiums; elect any option, reduce the amount of, and convert or exchange any policy; permit the proceeds of any life insurance policy payable to the trust to remain with the insurance company under any option available under the terms of the policy; and all insurance shall be payable to and all incidents of ownership shall be vested in the trust. The Trustee may purchase with the proceeds of any policy payable upon the death of the insured under the policy, assets of the estate of the insured person at the market value of the assets at the time of purchase.
- With regard to environmental hazards:
 1. Use and expend the trust income and principal to (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants and legal counsel

to assist or perform the above undertakings or actions.

2. Require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the Trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances.

3. Withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the Trustee against any claims filed against the Trustee as an "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as from time to time amended, or any regulation thereunder.

The Trustee shall not be liable for any cost, expense, loss or depreciation in value sustained by the trust as a result of the Trustee receiving, acquiring or retaining any property, directly or indirectly, upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state or local environmental law, unless the Trustee contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence. In addition, the Trustee shall not be liable for any loss or depreciation in value sustained by the trust as a result of the failure, subsequent to the transfer of such property to the trust, of Grantor or any co-owner of such property to comply with any environmental law or regulation thereunder.

- Continue and operate any business owned by Grantor at Grantor's death and to do any and all things deemed needful or appropriate, including the power to incorporate or otherwise change the form of the business and put additional capital into the business.

2.5 If Karen Hope Yore ceases to act as Trustee, the following persons or bank or trust company shall serve as alternate or successor Trustee to serve in the order specified below, and if the first alternate or successor Trustee shall fail to qualify or cease to act as Trustee, the second alternate Trustee shall serve as Trustee, and if the second alternate Trustee shall fail to qualify or cease to act as Trustee, the third alternate Trustee shall serve as Trustee.

- (A). Naomi Lynn Carman - First Alternate
- (B). Billy David DiCorte - Second Alternate
- (C). Law Offices of Mark Spence - Third Alternate

2.6 Any Trustee may resign at any time by giving not less than twenty days' written notice to Grantor, while Grantor is living, and following Grantor's death to the

adult and otherwise legally competent beneficiary or beneficiaries then entitled to or permitted to receive the income, if any, from a separate trust or, if none, to the parent, guardian or conservator of each income beneficiary of the trust who is a minor or is otherwise under a legal disability. Grantor, while Grantor is living, and following Grantor's death such adult beneficiary or a majority in interest of the adult beneficiaries, as the case may be, then entitled to or permitted to receive the income of a separate trust, or if there are none the parent, legal guardian, or conservator of each income beneficiary who is a minor or is otherwise under a legal disability, may remove any Trustee by written notice delivered to the Trustee not less than twenty days prior to the effective date of the removal. The person or persons to whom the notice of resignation is given or who exercise such power of removal, without the concurrence of and without liability to any other beneficiary, may (i) on behalf of all beneficiaries, approve the accounts of and give a complete release and discharge to any resigned or removed Trustee notwithstanding that such person's interests may possibly be or become adverse to those of other beneficiaries, and (ii) upon the failure to qualify, resignation or removal of a corporate Trustee, shall appoint a bank or trust company having at least five full time trust officials, wherever situated, as successor corporate Trustee. Any resigned or removed Trustee shall deliver the trust assets under such Trustee's control to the successor Trustee and the successor Trustee is authorized and directed to accept such trust assets. No successor Trustee shall be liable or responsible for any act or default of any predecessor Trustee or for any loss or expense resulting from anything done or neglected to be done in the administration of the trust prior to becoming a Trustee or be required to inquire into or take any notice of the prior administration of the trust.

2.7 An individual Trustee shall be deemed conclusively to have ceased to act as Trustee upon the successor Trustee receiving a written statement from a physician, to the effect that, in the physician's opinion, the individual Trustee is either not mentally able or not physically able to manage such Trustee's own financial affairs or when a guardian or conservator is appointed for the person or estate of the Trustee.

Item 3. Administration During Grantor's Lifetime and Lifetime Reservations Made by Grantor.

3.1 Grantor reserves the power and right by written direction signed by Grantor and effective upon delivery to the Trustees (or to the beneficiary if for any reason there shall be no Trustee):

(a) Authorize and direct trustees to hypothecate some or all of the trust properties for the debts of the Grantor and others.

(b) Receive all payments, dividends, returns of premium, surrender values, benefits, or privileges of any kind incident to those policies;

3.2 Notwithstanding the foregoing provisions of this item, the rights and powers reserved hereby shall abate during all periods of Grantor's adjudicated

incompetence. Further, if in the judgment of the Trustee, Grantor shall become incapable of managing his own affairs because of illness or other reason (without an adjudication of incompetency), Trustees shall be authorized to exercise any and all of the Grantor's powers and rights, but only during the periods of incapacity and only for the direct and indirect benefit of the Grantor and his family. Grantor expressly releases and discharges Trustee, individually and jointly, from any claims, losses, or causes of action that Grantor, or anyone claiming by or through him, shall or may have against Trustees for any and all actions exercised by Trustees under this item.

3.3 A duly appointed guardian of the power of the Grantor may be authorized to exercise the foregoing powers and rights reserved by Grantor or these powers may be exercised by authority of a Durable Power of Attorney properly executed by the Grantor or Trustee. If the exercise of authority is by a grantor, registration pursuant to Florida Statutes 737.101 shall not be required; otherwise, the instrument of authority shall be duly recorded in the county of residence of the Grantor. Simultaneously with the trust, the Grantor has signed a Florida Durable Power of Attorney

3.4 Grantor may transfer from time to time, certain real property to this trust by Deed recorded with the appropriate Office of Recorder of Deeds, the possession of which real property Grantor shall retain in the individual capacity of Grantor. The Trustee, until advised by Grantor in writing that Grantor is transferring possession and control of any such real property to the Trustee, shall have no duty, accountability, responsibility or liability to Grantor or to any other person for any loss, damage, use of or financial obligation with respect to any such real property during Grantor's lifetime, including, without limitation, no right to collect any rent or other payments due in connection with such property (which rent and other payments, if any, shall continue to be payable to Grantor), nor shall the Trustee be responsible for any taxes thereon, nor shall the Trustee have any responsibility for keeping such property insured or for keeping the property in proper repair.

3.5 Grantor may transfer, from time to time, certain tangible personal property to this trust by assignment, bill of sale or other written instrument delivered to the Trustee, the possession of which property Grantor shall retain in the individual capacity of Grantor. The Trustee shall be responsible only for those assets which are in the actual possession and control of the Trustee. The Trustee shall have no duty, accountability, responsibility or liability to the Grantor or to any other person with respect to any such property of which the Trustee shall not have actual possession and control.

Item 4. Administration After Grantor's Death. After the death of the Grantor, the trust estate shall be administered and its principal and income distributed in the following manner:

4.1 To the extent directed by the personal representative of Grantor's probate estate (or if there is no probate administration), Trustees shall pay all of Grantor's expenses of last illness, funeral expenses, lawful claims, costs of administration, and all

federal and state estate taxes that are payable because of Grantor's death, even though the property that is included in the determination of said taxes does not pass under Grantor's will or by provisions of this trust instrument.

4.2 Upon Grantor's death, the Trustee shall hold the rest of the property (together with any other property to which the Trustee shall be entitled by reason of Grantor's death and less any taxes, debts, expenses or other obligations payable by the Trustee as a result of Grantor's death) in trust, upon the following terms:

(A) Upon Grantor's death, the Trustee shall make the following distributions to the following institutions, and to the following persons who survive Grantor:

- were the
DiCorte shall
- (1). All personal property including dolls, knick-knacks, clothing, jewelry, china, dishes, and pots which personal property of Verda Lou Weatherman be distributed equally to:
 - (a). Karen Hope DiCorte Yore
 - (b). Naomi Lynn DiCorte Carman.
 - (2). All home furnishings located in New Port Richey homes shall be equally distributed to:
 - (a). Billy David DiCorte
 - (b). Roy Lee DiCorte

4.3 All real property shown on Schedule A (4), and not associated with the Body Shop and Lottery Businesses shall remain in Trust for a period no longer than 50 years, and may be liquidated, sold and disbursed at the discretion of the trustee so long as the benefit of all beneficiaries is considered and the integrity of the Grantor's wishes be properly executed.

4.4 All real and personal property associated with the Body Shops and Lottery Businesses shall remain in Trust until such time that Billy David DiCorte is no longer desirous or able to physically run the businesses. Free use of all property shown on Schedule A(5) by Billy David DiCorte is in effect for a period of 50 years or at such time as herein described, whichever comes first. The trustee, at such time, shall distribute all property shown on Schedule A(5) in the manner indicated below:

A. All personal property and equipment (excluding real property) directly used in the Body Shop Business to include wreckers, and tools are to be used freely by Billy David DiCorte as long as he maintains physical oversight of C & D Auto Body and Paint Shop and Billy's Auto and Lotto. Trustee is given full right and authority to hold any and all monetary proceeds in the trust with payments made to the beneficiaries as deemed to be for the benefit of the same beneficiaries. Since Billy David

DiCorte materially participated in the good oversight of said businesses, distribution, once determined appropriate by the trustees shall be distributed in the following manner:

- (1). 70 % Billy David DiCorte
- (2). 10% Roy Lee DiCorte
- (3). 10% Naomi Lynn DiCorte Carman
- (4). 10% Karen Hope DiCorte Yore

B. All real property shown on Schedule A (5), which directly used in the Body Shop and Lottery businesses shall not be sold until such time that Billy David DiCorte no longer maintains physical oversight of said businesses. Trustee is given full right and authority to hold any and all monetary proceeds in the trust with payments made to the beneficiaries as deemed for the benefit of the same beneficiaries. The trustees shall equally divide such proceeds among the beneficiaries.

4.5 Upon Grantor's death, the Trustee shall hold the rest of the property (together with any other property to which the Trustee shall be entitled by reason of Grantor's death and less any taxes, debts, expenses or other obligations payable by the Trustee as a result of Grantor's death) in trust, upon the following terms:

(A) For no longer than 50 years after the death of the Grantor. The Trustee shall pay to Grantor's children from time to time part or all of the net income of the trust as the Trustee shall determine is advisable to provide for their support, medical care and education (including college and professional education). These payments shall not be deemed advancements. The Trustee shall take into consideration all other sources of funds available to each of the beneficiaries that the Trustee shall know about, and shall have the right to exclude any or all of the beneficiaries at any time and to make unequal distributions among them. Any net income not so distributed by the Trustee shall be accumulated and added to the principal of the trust at times that the Trustee shall determine.

4.6 The provisions in this Agreement for the distribution of the trust shall be supplemented by the following:

(A) Each beneficiary shall be deemed not to have survived Grantor unless such beneficiary is living on the thirtieth day after the date of Grantor's death.

(B) If, at any time, in the judgment of the Trustee, the aggregate of the income payable hereunder and the funds available to any beneficiary from all other sources of which the Trustee shall have actual knowledge is insufficient to provide adequately for the support, medical care and education (including college and professional education) of the beneficiary, the Trustee, in the discretion of the Trustee, may pay to or for the benefit of the beneficiary, from the principal of any trust of which the beneficiary is entitled or permitted to receive the income, amounts that the Trustee shall deem advisable for that purpose. purpose. The Trustee shall exercise liberally this right to make principal distributions and the interests of current income beneficiaries shall be preferred to the interests of other beneficiaries. No such payment to any beneficiary

DiCorte materially participated in the good oversight of said businesses, distribution, once determined appropriate by the trustees shall be distributed in the following manner:

- (1). 70 % Billy David DiCorte
- (2). 10% Roy Lee DiCorte
- (3). 10% Naomi Lynn DiCorte Carman
- (4). 10% Karen Hope DiCorte Yore

B. All real property shown on Schedule A (5), which directly used in the Body Shop and Lottery businesses shall not be sold until such time that Billy David DiCorte no longer maintains physical oversight of said businesses. Trustee is given full right and authority to hold any and all monetary proceeds in the trust with payments made to the beneficiaries as deemed for the benefit of the same beneficiaries. The trustees shall equally divide such proceeds among the beneficiaries.

4.5 Upon Grantor's death, the Trustee shall hold the rest of the property (together with any other property to which the Trustee shall be entitled by reason of Grantor's death and less any taxes, debts, expenses or other obligations payable by the Trustee as a result of Grantor's death) in trust, upon the following terms:

(A) For no longer than 50 years after the death of the Grantor. The Trustee shall pay to Grantor's children from time to time part or all of the net income of the trust as the Trustee shall determine is advisable to provide for their support, medical care and education (including college and professional education). These payments shall not be deemed advancements. The Trustee shall take into consideration all other sources of funds available to each of the beneficiaries that the Trustee shall know about, and shall have the right to exclude any or all of the beneficiaries at any time and to make unequal distributions among them. Any net income not so distributed by the Trustee shall be accumulated and added to the principal of the trust at times that the Trustee shall determine.

4.6 The provisions in this Agreement for the distribution of the trust shall be supplemented by the following:

(A) Each beneficiary shall be deemed not to have survived Grantor unless such beneficiary is living on the thirtieth day after the date of Grantor's death.

(B) If, at any time, in the judgment of the Trustee, the aggregate of the income payable hereunder and the funds available to any beneficiary from all other sources of which the Trustee shall have actual knowledge is insufficient to provide adequately for the support, medical care and education (including college and professional education) of the beneficiary, the Trustee, in the discretion of the Trustee, may pay to or for the benefit of the beneficiary, from the principal of any trust of which the beneficiary is entitled or permitted to receive the income, amounts that the Trustee shall deem advisable for that purpose. purpose. The Trustee shall exercise liberally this right to make principal distributions and the interests of current income beneficiaries shall be preferred to the interests of other beneficiaries. No such payment to any beneficiary

shall be treated as an advancement of any future payment to be made to such beneficiary.

(C) Whenever any beneficiary of the trust (including Grantor) is a minor or is otherwise under a legal disability or, in the judgment of the Trustee, is for any reason unable to apply any distribution to such beneficiary's own best advantage:

1. The Trustee may nevertheless make the distribution directly to the beneficiary, or to the conservator of the beneficiary's property, or to a custodian for the beneficiary under a Uniform Transfer or Gift to Minors Act, or to a person with whom the beneficiary resides at the time of the distribution, to be used for the benefit of the beneficiary, or may apply it for the benefit of the beneficiary, in whatever manner the Trustee shall deem best. The receipt by such beneficiary, conservator or other person of any distribution so made shall be a complete discharge to the Trustee regarding the distribution.

2. The Trustee may withhold so much or all of the distribution as, in the judgment of the Trustee, shall exceed the amount needed to provide for the support, medical care and education of the beneficiary, taking into consideration all other funds available to the beneficiary that the Trustee shall actually know about, and any withheld income shall be added to the principal of the trust from which it was derived.

The decision of the Trustee in any such case shall be final and binding upon all beneficiaries.

(D) No interest of any beneficiary shall be subject to assignment, anticipation, claims of creditors or attachment by legal process, provided that this provision shall not be deemed to be a limitation upon any power reserved by Grantor or upon any right of any beneficiary to renounce, in whole or in part, any provisions of the trust for the benefit of such beneficiary or upon any power of appointment herein granted. As to any interest in the trust so renounced by a beneficiary, the trust shall be construed as though such beneficiary predeceased Grantor if the beneficiary's renunciation occurred within nine months following the date of Grantor's death and the beneficiary has not accepted any of the benefits so renounced.

(E) Upon the death of any then current income beneficiary of the trust, the Trustee may, in the discretion of the Trustee, after taking into consideration other sources of funds available to the estate of the beneficiary that the Trustee shall actually know about, and subject to any power of appointment, pay the beneficiary's funeral and burial expenses, including the cost of an interment space and marker, out of the trust.

(F) Regardless of any contrary provision of this Agreement, no trust created hereunder shall be construed to extend beyond the period permitted by applicable law. If the applicable law would require the termination of any trust within a period of time which is shorter than that contemplated in this Agreement, the trust so affected shall terminate on the last day on which the trust could exist under such applicable law. The

Trustee may terminate, at any time, any trust that has an aggregate principal value of One Hundred Thousand Dollars or less. Upon termination of any trust, the Trustees shall distribute the trust, free of the trust, to the income beneficiaries of the trust in the proportions to which they are entitled or permitted to receive the income from it.

(G) To avoid undue delay, Grantor directs that if, at the expiration of three calendar months after the date of death of any person upon whom a testamentary power of appointment is herein conferred, no Will of such person, of which the Trustee may have knowledge, has been offered for probate, the Trustee may find that such person died intestate and did not exercise the power of appointment herein conferred. Similarly, if at the expiration of three calendar months after the date of death of such person, a Will of such person has been offered for probate, the Trustee may find that the Will was the last Will of such person and be guided by the provisions therein in determining whether or not the power of appointment herein conferred has been exercised, and, if exercised, the extent and manner thereof. The two preceding sentences are intended to protect the Trustee in making distribution in accordance with any such finding, but are not intended to conclude the rights of persons beneficially interested as between themselves nor as against any others to whom the Trustee may have made the distribution.

(H) The Trustee may purchase with trust funds, at market value at the time of purchase, any property tendered to the Trustee by the Personal Representative of Grantor's estate. In case of uncertainty as to the market value of any property, it shall be fixed by the Trustee and Grantor's Personal Representative and their determination as to the value shall be conclusive. In addition, the Trustee, when amounts needed are certified by Grantor's Personal Representative (or when the amounts are determined by the Trustee), shall be authorized in the discretion of the Trustee, to pay to Grantor's Personal Representative (or to pay directly) amounts needed to pay all lawful debts and costs of administration of Grantor's estate, all bequests contained in Grantor's Will and, to the extent that Grantor has not provided otherwise, all taxes (including any interest and penalties) imposed by reason of Grantor's death, whether or not the taxes are payable by Grantor's estate or by the recipient of any property. All payments made by the Trustee in accordance with this paragraph shall be made without any right of reimbursement from Grantor's Personal Representative or from the recipient of the property, and the decision of the Trustee as to the propriety and amount of any payment shall be conclusive. The Trustee may, in the discretion of the Trustee, defer the termination of the trust, in whole or in part, until such time as the debts, costs of administration of Grantor's estate and taxes are determined.

(I) This Agreement shall be construed and administered and the validity of the trust hereby created shall be determined in accordance with the laws of the State of Florida.

(G) The Trustee shall not be required to file inventories or interim or final accountings with any court and all statutory requirements with regard to filing of inventories and accountings are waived. The Trustee shall, however, render an

accounting at least once each twelve months to each beneficiary entitled to or permitted to receive current distributions from the trust (or to the legal or natural guardian of a beneficiary who is a minor or is otherwise under a legal disability). The accounting shall show receipts, disbursements and distributions of principal and income since the last accounting and trust assets at the time of the accounting. If no objection is made to an accounting, then ninety days after a copy of the accounting has been sent to such beneficiary or, if such beneficiary is a minor or is otherwise under a legal disability, to such beneficiary's legal or natural guardian, such accounting shall be conclusively presumed to have been approved as to all actions reflected in the accounting.

(H) Irrespective of any contrary provisions, following Grantor's death, no beneficiary, while serving as Trustee hereunder, shall participate in any decision concerning discretionary payments from the trust either directly or indirectly to or for the benefit of such beneficiary.

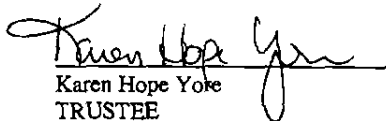
(I) The Trustee may employ such investment counsel, advisers, custodians, agents and assistants as the Trustee shall deem advisable; confer with and receive the recommendations of the investment counsel and advisers; deposit all or any part of the trust estate with or in the custody of any custodian; delegate to the custodian, agent or assistant such authority, discretionary or otherwise, as the Trustee shall deem advisable; and pay reasonable compensation for and expenses of investment counsel, advisers, custodians, agents and assistants out of income or out of principal, or in part out of each. The Trustee shall not be liable for any loss to the trust as a result of a deposit with a custodian, or for any wrongful act or omission of investment counsel, adviser, custodian, agent or assistant employed in good faith.

This Agreement shall extend to and be binding upon the Personal Representative and assigns of the Grantor and upon the successors of the Trustee.

IN WITNESS WHEREOF, this Agreement has been executed by Grantor and by the Trustee in three counterparts, any one of which shall be deemed an original.



David Vincent DiCorte
GRANTOR



Karen Hope Yore
TRUSTEE

In Witness whereof, the Grantor has signed and sealed this deed the date above written.

Signed, sealed and delivered in the presence of:

Kathryn Pratt
Witness

David Vincent DiCorte
David Vincent DiCorte

Kathryn Pratt
Witness Name Printed

Dianne L. Carson
Witness

Dianne L. Carson
Witness Name Printed

State of: Florida

County of: ~~Walton~~ Pasco

The foregoing instrument was acknowledged before me 30th day of September, 2002 by David Vincent DiCorte who is/are personally known to me or who did produced license (driver) as identification.

Dianne L. Carson
NOTARY PUBLIC

Dianne L. Carson
Printed Name of Notary

My Commission Expires: 2-8-04



In Witness whereof, the Trustee has signed and sealed this deed the date above written.

Signed, sealed and delivered in the presence of:

Kathryn Pratt Karen Hope Yore
Witness Karen Hope DiCorte Yore - Trustee

Kathryn Pratt
Witness Name Printed

Dianne L. Carson
Witness

Dianne L. Carson
Witness Name Printed

State of: Florida

County of: ~~Waimanalo~~ Maui

The foregoing instrument was acknowledged before me 30th day of September, 2002 by Karen Hope Yore who is/are personally known to me or who did produced license (driver) as identification.

Dianne L. Carson
NOTARY PUBLIC

Dianne L. Carson
Printed Name of Notary

My Commission Expires: 2-8-04



SCHEDULE A

The following described assets of Grantor are being transferred to the foregoing trust, subject to all the terms and provisions thereof:

1. All of the Tangible Personal Property of David Vincent DiCorte now owned or hereafter acquired, which property is hereby assigned and conveyed to the trust.
2. All vehicles now owned by David Vincent DiCorte or hereafter acquired, which property is assigned and conveyed to the Trust, except those specifically described in (5c) of this Agreement.
3. All bank accounts, insurance policies, and stocks and bonds, now owned by David Vincent DiCorte or hereafter acquired, which property is assigned and conveyed to the trust.
4. All real property now owned or hereinafter acquired by David Vincent DiCorte, as is assigned and conveyed to the trust.
5. All real property and personal property used for Commercial use by Billy's Auto and Lotto and C&D Auto Body and Paint Shop as described below, now owned and hereafter acquired, which property is assigned and conveyed to the trust and more particularly described as follows:
 - a. Wreckers (2)
 - b. Air Compressors
 - c. Alignment machine
 - d. Tire changers (2)

- e. Car lifts
- f. Tools
- g. Accounts receivables
- h. 2000 Ford Truck
- i. All welding equipment

6... All artwork, jewelry, collectibles and any other real or personal property owned or acquired by Verda DiCorte prior to her death including real property in North Carolina conveyed unto me prior to her death.

FILED
16 AUG 15 PM 4:17
CLERK OF COURT
JULIA A. BROWN