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17 OCT 26 AM 9:24

FILED

T. BURCH

OCT 27 2017

## TRANSMITTAL LETTER

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

9/27/17

**SUBJECT:** Registration of The Podvin Family 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**

**FROM:** Scott L. Podvin

**Name (Printed or typed)**

3921 Alton Road, 406

**Address**

Miami Beach, FL 33140

**City, State & Zip**

305-786-0786

**Daytime Telephone number**



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

October 3, 2017

SCOTT L PODVIN  
3921 ALTON ROAD 406  
MIAMI BEACH, FL 33140

SUBJECT: THE PODVIN FAMILY REVOCABLE TRUST  
Ref. Number: W17000078256

We have received your document for THE PODVIN 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):

A copy of the trust must be attached to the Affidavit to file or qualify a Trust.

Please return 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.

Tim Burch  
Regulatory Specialist III

Letter Number: 317A00019893

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

The Podvin Family Revocable Trust

A Florida **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to  
Common Law Declarations of Trust, the undersigned, the Chairman of the  
Board of Trustees of The Podvin Family Revocable Trust

(Name of Trust)

Florida Trust hereby affirms in order to file or qualify.

The Podvin Family Revocable Trust in the State of Florida.  
(State) (Name of Trust)

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

2. The principal address is 3921 Alton Road, 406, Miami Beach, FL 33140

3. The registered agent and street address in the State of Florida is:  
Scott Podvin, 4779 Collins Ave., Miami Beach, FL 33140

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.

Scott Podvin

Name:

Chairman of the Board of Trustees

NOTARY

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

CR21E063(3/00)

FILED  
17 OCT 26 AM 9:24

**FLORIDA SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT**

F.S. 695.25

State of Florida

County of Palm Beach

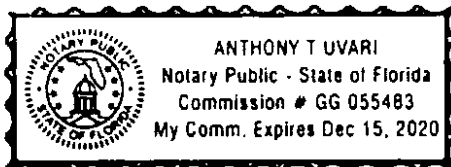
The foregoing instrument was acknowledged  
before me this 27 day  
Date

of September 2017  
Month Year

by Scott Podvin  
Name of Person Acknowledging

who is personally known to me or who  
has produced FL Driver's License  
# P 315-792-67-346-D  
Type of Identification

as identification.



[Signature]  
Signature of Notary Public

Anthony T. Uvari  
Name of Notary typed, Printed or Stamped

Place Notary Seal Stamp Above

Notary Public — State of Florida

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document  
or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**PODVIN FAMILY REVOCABLE LIVING TRUST**

**DATED SEPTEMBER 26, 2017**

**THE PODVIN FAMILY REVOCABLE LIVING TRUST DATED SEPTEMBER 26, 2017**

**AGREEMENT** (hereinafter, the "Trust"), is being made in Miami-Dade County, City of Miami Beach, FL 33140, by SCOTT LOWELL PODVIN (the "Grantor"), and shall be managed by Scott L. Podvin, as "Trustee." If SCOTT LOWELL PODVIN is unable to serve as Trustee, then the Grantor appoints (my dad's sister) Judi Meyers, residing at 4875 Pinetree Drive, Miami Beach, FL 33140, and thereafter Carrie Meyers Garazi, my cousin, to serve as a successor Trustee of PODVIN FAMILY REVOCABLE LIVING TRUST DATED September 26, 2017 AGREEMENT, and as delineated in the Living Will, Power of Attorney, and Last Will and Testament signed by SCOTT L. PODVIN, and incorporated by reference. The "Beneficiaries" of the Trust shall be: SCOTT L. PODVIN DOB 09.26.1967, ALLISON LEIGH PODVIN DOB 04/22/06 AND BRAD THOMAS PODVIN DOB 12/09/07; the Trust shall be administered in accordance with the following Articles and each of the corresponding valid and legal binding terms and conditions set forth below, enforceable in accordance with Florida law.

## ARTICLE I

### INTRODUCTION

1. **TRUST PURPOSE.** The Grantor is divorced and has two children-- Allison Podvin and Brad Podvin -- and their lineal descendants are or shall be, when born, considered descendants of the Grantor (the "intended beneficiaries"). Any person seeking information or an issue relative to this Trust or the intended beneficiaries shall only deal with the Trustee without the approval of any court, the Grantor, or any intended beneficiary of any trust created by this Trust, and shall assume that the Trustee has the same power and authority to act, as an individual does in the management of his or her own affairs. Further, any person presented with a copy of this page and any other page of this Trust shall accept same as conclusive proof of the existence, terms and authority granted by this Trust, and shall assume that no conflicting directions or terms are contained in the pages omitted. This Trust replaced any and all previous trust(s) the Trustee and Grantor may have executed, but can be revoked at any time at the discretion of the Grantor. All Trust property herein described shall be transferred in life.
2. **TRUST ASSETS.** SCOTT L PODVIN, as Grantor, does hereby assign, convey and deliver to Trustee, all Grantor's right, title, interest in and power over all real and personal property, tangible or intangible, of any kind, nature or condition, and in any location, which may be owned by Grantor or later acquired by Grantor, unless an exception to the conveyance of a particular property interest is made on Schedule A in Life and based on Grantor's Will. Said property shall include, but shall not be limited to, the assets listed on Schedule A, which may be attached to this Trust. However, this general assignment shall not alter any beneficiary designation unless specifically listed on Schedule A. A voluntary conveyance by the

Grantor of a Trust asset which may remain registered to the Grantor individually shall convey any interest held by this Trust.

3. **ABSTRACT OF TRUST.** In order to facilitate the convenient administration of the Trust, including the registration and transfer of assets to and from the Trust, the Trustee shall have the power to execute an Abstract of Trust describing any Trust matter, including, but not limited to, a description of the Trust terms, the administrative powers of the Trustee and the identity of any current Trustee. Any person who receives an original or photocopy of said Abstract of Trust shall be held harmless from relying on same, and shall not be obligated to inquire into the terms of the Trust or maintain a copy of the Trust.

4. **SUGGESTED TRUST REGISTRATION.** During the life of the Grantor, assets may be registered to the Trust as follows:

**"SCOTT PODVIN, Trustee [or his successors in trust] of THE PODVIN FAMILY REVOCABLE LIVING TRUST DATED SEPTEMBER 26, 2017 AGREEMENT,"** and any amendments thereto. Other forms of registration are permissible.

5. **TAX IDENTIFICATION.** During the life of the Trustee, the Trust shall be identified by the Grantor's Social Security Number [REDACTED] and Florida Driver's License No. [REDACTED]. Upon the death of the Trustee, the then current Trustee or successor Trustee, as the case may be, shall apply to the IRS for a tax identification number or EIN for the Trust and any other trust created by this Trust Agreement.



## ARTICLE II

### ADMINISTRATION DURING THE LIFE OF THE GRANTOR

6. **TRUSTEE.** The Grantor of this Trust shall be the Trustee, if the Trustee cannot continue to serve for any reason, the Successor Trustee shall be JUDI MEYERS AND SUCCEEDED BY CARRIE MEYERS GARAZI. The powers of the Trustee and the Successor Trustee are set forth below.
7. **DISPOSITION OF INCOME AND PRINCIPAL AT THE DIRECTION OF THE GRANTOR.** The Trustee shall manage the property of the Trust estate, collect the income, and pay from the income of the Trust such amounts and to such persons as Trustee may from time to time direct. In the absence of direction, Trustee may accumulate the net income or disburse any portion of the net income to or for the benefit of the Trustee (or an intended beneficiary).

In addition, Trustee shall pay from the Trust principal such amounts and to such persons as Trustee may direct from time to time. In the absence of direction, the Trustee may pay from the Trust principal such amounts as may be necessary for the health or maintenance of the standard of living of SCOTT L. PODVIN, ALLISON L. PODVIN AND BRAD T. PODVIN, the intended beneficiaries.

The Trustee shall liberally distribute income and principal of the Trust Estate for the Grantor's benefit and, in accordance with the provisions below in this Article and the rights of the intended beneficiaries hereunder shall be considered secondary. The Trust Estate is established to ensure that the best available care is made available for them.

8. **SPENDTHRIFT PROVISION.** This Trust and the trusts created hereby contain (and will contain) the following "**SPEND THRIFT PROVISION**," inasmuch as, and notwithstanding any other provision herein to the contrary, no intended beneficiary may ever assign or convey his or her beneficial interest in, rights to and power over the corpus (or

**any portion) of the Trust.** This provision is specifically included for the express written purpose to prevent a careless beneficiary from squandering his or her inheritance. Moreover, the protections and provisions set forth in Section 736.0502, FL Stat. shall be and are hereby incorporated herein verbatim. Toward that end, and in compliance with Section 736.0502, FL Stat., the intended beneficiaries of this Trust are hereby specifically restrained from both voluntary and involuntary transfers of such intended beneficiary's Trust interest. That is, both voluntary and involuntary transfers are strictly prohibited.

9. As such, this Trust is created with the intention to insulate, insure against, and protect and provide a legal shield to safeguard the Trust assets, including, principal, corpus, income, profits, sales-proceeds and other interests generated by this Trust so that such Trust assets are completely free and always harmless from and against any and all claims of creditors and all other alleged aggrieved parties, including, claims for alimony, child support, paternity, and awards due to marriage or divorce. The corpus, income and interests generated by this Trust are intended for the maintenance and well-being of SCOTT L PODVIN, ALLISON L PODVIN AND BRAD T. PODVIN.

10. Except as otherwise provided in this Trust Agreement, all payments of principal and income which are payable, or will become payable, to (an intended) beneficiary of any trust created by this Trust shall not be subject to anticipation, assignment, pledge, sale, hypothecation or transfer in any manner whatsoever nor shall any beneficiary have the power to anticipate or encumber (or demand a transfer of) any such interest. Nor shall such interest, while in the possession of the Trustee, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

Such interests shall also:

**"BE FREE AND COMPLETELY HARMLESS FOR, FROM AND AGAINST ANY CLAIM, CONTROL, OR INTERFERENCE OF THE GRANTOR'S FORMER SPOUSE OR SIGNIFICANT OTHER, A PERSON ALLEGING PATERNITY AND SEEKING CHILD SUPPORT PAYMENTS.**

Each trust created by this Trust Agreement shall be and is hereby amended to specifically include a spendthrift trust provision to the fullest extent permitted by law. No interest of any beneficiary in or to the income or principal distributable under any trust created by this Trust Agreement shall be subject to voluntary or involuntary transfer, nor shall such interest be subject to anticipation or assignment by any beneficiary, to the claims of a spouse or former spouse or significant other for support, or to attachment by or to the interference or in control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be void ab initio.

- 11. INCAPACITY OF THE GRANTOR.** In the event SCOTT L. PODVIN is incapacitated, as defined by this Trust Agreement, the Successor Trustee may apply or expend all or a part of the income and principal of this Trust, or both, for the health and maintenance of SCOTT L PODVIN, ALLISON L PODVIN AND BRAD T PODVIN in their accustomed manner of living. During any period of incapacity of the Trustee, and provided sufficient resources exist for the care of the Trustee, the Successor Trustee is authorized to make distributions to or for the benefit of any "issue" of the Trustee who have no other financial resources and require said distribution for their health or support; provided, however, no distribution shall ever be made to the Grantor's former spouse (Meredith Rattler) or any other person alleging paternity of a child born by Grantor, but rather directly to the service provider. In this regard the Successor Trustee shall at least consider all financial resources available to a beneficiary prior to making an invasion of this Trust, including, but

not limited to, the ability of said beneficiary to earn a living and the ability of said Beneficiary's spouse, if any, to earn a living. In no event may a Successor Trustee participate in the exercise of this power in favor of himself/herself.

**12. RIGHT TO ADD TO PRINCIPAL.** The Trustee, SCOTT L. PODVIN, or any other person may, at any time and from time to time add to this Trust property acceptable to the Trustee

**13. DISTRIBUTION IN CASH OR IN PROPERTY:** The Trustee may distribute any or no shares in cash or in property, or partly in each, and the Trustee's valuations and selection of assets upon making distribution shall, if made in good faith, be final and binding on all beneficiaries.

**14. RIGHT TO REVOKE AND AMEND.** The Trustee, SCOTT L. PODVIN, reserves the right while alive, except any period when incapacitated, at any time and from time to time, by an instrument in writing, signed, acknowledged, and delivered to Trustee:

- To revoke this instrument entirely and to receive from the Trustee all property remaining after making payment or provision for payment of all expenses connected with the administration of this Trust,
- From time to time to alter or amend this instrument in any and every particular,
- From time to time to change the identity or number, or both, of the Trustee and/or Successor Trustee(s),
- From time to time to withdraw from the operation of this Trust any or all of the Trust property.
-

### **ARTICLE III**

#### **ADMINISTRATION AFTER THE DEATH OF THE GRANTOR**

15. **TRUSTEE.** The Trustee (including, as applicable, the Successor Trustee "JUDI MEYERS" and "CARRIE MEYERS-GARAZI") then acting as Trustee, after the Trustee SCOTT LOWELL PODVIN dies, shall continue to administer the assets of this Trust as well as any property received by this Trust in accordance with the terms of the Grantor's will or from any other source to the extent it is included in Grantor's gross estate for Federal Estate Tax purposes; and, shall distribute said assets, as provided below for the benefit of ALLISON L. PODVIN AND BRAD T. PODVIN until each one has reached twenty five (25) years of age at which time each living Beneficiary of this Trust may receive their one-half (1/2) portion of the Trust. At the time BRAD PODVIN reaches the age of twenty-five (25), THE PODVIN FAMILY REVOCABLE LIVING TRUST DATED SEPTEMBER 26, 2017 shall automatically dissolve.

16. **COLLECTION OF PROCEEDS.** The Trustee may take such action as is reasonably necessary to collect the proceeds of any life insurance policy, or provide for the payment of a retirement plan, IRA, or other benefits payable to the Trust. If probate administration has not or will not be commenced, Trustee shall have the power to collect tax refunds, health insurance proceeds, refunds under any contract, death benefits, or any other item which might otherwise be payable to the deceased Trustee's estate. To that extent, it is specifically intended that an irrevocable insurance trust shall be established hereby and become a part of this Trust.

17. **DEBTS AND EXPENSES.** The Trustee may, in the Trustee's sole and absolute discretion, pay to the estate of the Grantor from the principal or income of the Trust prior to distribution to any trusts created hereunder or any other distributee, such amounts, as may be needed to pay all or any part of the deceased Grantor's just debts,

funeral expenses, and the administration expenses of the Grantor's estate. Alternatively, the Trustee may, but shall not be obligated to, pay such expenses directly.

**18. DEATH TAXES.** The Trustee shall pay to the estate of the deceased Grantor or the appropriate tax authorities all estate and inheritance taxes that may become payable by reason of the Grantor's death in respect to all property comprising the Grantor's gross estate for death tax purposes, whether or not such property passes under this Trust, under the Grantor's will or otherwise. However, the Trustee shall have the right of contribution as provided in Sections 2207 and 2207A IRC, if applicable.

**19. DISTRIBUTIONS TO THE GRANTOR'S ESTATE.** In addition to the distributions provided above, the Trustee may pay to the Probate Estate of the deceased Grantor as much of the income and principal of this Trust as the Trustee deems necessary for any purpose.

**20. SPECIFIC GIFTS OF TANGIBLE PERSONAL PROPERTY.** As of September 26, 2017 the Grantor SCOTT LOWELL PODVIN shall deliver to the Trust various properties he owns in life. The Trustee shall make such gifts of the tangible personal property of the Grantor held or acquired by the Trust as may be directed by the Grantor's Will, or as may be directed by a list, letter, or other writing of the Grantor permitted by the Will, or as may be directed by a list, letter or other writing designated as Schedule B of this Trust. The cost of storing, packing, shipping and insuring any tangible personal property gift prior to delivery to its intended recipient shall be paid by the Trust.

21. **Gifts.** Whenever the Grantor is disabled (as defined below), the Trustee may make gifts from the Trust Estate as expressly authorized in this Article.

- a. The Trustee may make gifts to the Grantor's directly lineal descendants, the intended beneficiaries, in any amount. The Trustee may make unlimited transfers for Grantor's descendants for those expenditures described in Code Sec. 2503(e).
- b. The Trustee may not use any of the Trust Estate in a manner that would discharge the legal obligation of any Trustee other than the Grantor to support any of the Grantor's direct lineal descendants.
- c. The Trustee may make gifts from the Trust Estate to any charitable organization, the gifts to which qualify for the Federal income and gift tax charitable deduction, and to which the Grantor shall have previously made gifts, and pay Grantor's charitable pledges and dues in a manner that Trustee shall determine reflects Grantor's general donative history.
- d. The Trustee shall make gifts from the Trust Estate only as the Trustee shall deem to reflect the Grantor's wishes, and the Trustee shall consider the Grantor's history of making such gifts and the Grantor's estate plan.
- e. No gift may be made from the Trust Estate to any donee who is also a Trustee except as is appropriate for that donee's health, education, maintenance or support, determined without taking into account any other available income and assets, but only to the extent that this provision and those set forth in this agreement do not limit or destroy the spendthrift provision set for the above.
- f. The Trustee may make gifts under this Article either outright or to a trust for the primary benefit of a permissible donee or multiple permissible donees, or to any legal guardian, conservator or similar fiduciary of such donee to a custodian according to, inter alia, the Uniform Transfers (or Gifts) to Minors Act, as the Trustee shall deem appropriate, even if one or more

of the persons acting as the Trustee is a guardian, conservator, similar fiduciary or custodian.

**ARTICLE IV**  
**DISTRIBUTIONS AND DISBURSEMENTS IN LIFE:**

A. Grantor, SCOTT LOWELL PODVIN, grants in life, to this Trust the following assets, which shall form the "corpus" of the Trust.

1. All assets, profits, shares/membership interests/units of TIMESHARE MANAGEMENT SERVICES, LLC a GA Limited Liability Company, including being the new Member-Manager.
2. All assets, profits, shares/membership interests/units of: TMS, LLC a GA Limited Liability Company, including being the new Member-Manager.
3. All assets, profits, shares/membership interests/units of TIMESHARE MANAGEMENT SERVICES, LLC a NC Limited Liability Company, including being the new Member-Manager.
4. All assets, profits, shares/membership interests/units of TIMESHARE MANAGEMENT SERVICES, LLC a MD Limited Liability Company, including being the new Member-Manager.
5. All assets, profits, shares/membership interests/units of TIMESHARE MANAGEMENT SERVICES, LLC a NV Limited Liability Company, including being the new Member-Manager.
6. All assets, profits, shares/membership interests/units of TIMESHARE MANAGEMENT SERVICES, LLC a SC Limited Liability Company, including being the new Member-Manager.



7. All assets, profits, shares/ Units of ALBRSL, LLC, a Florida Limited Liability Company, including being the new Member-Manager.
8. All assets, profits, shares/membership interests/ units of Podvin Construction 2012, LLC. a Delaware Limited Liability Company, including being the new Member-Manager.
9. ALL assets, profits and shares/units generated from the sale, licensing of any books and audio books in the process of being published.
10. All assets, profits, Shares/ Units of GLOBAL ADVISORY SERVICES. a Delaware Limited Liability Company, including being the new Member-Manager.,

I, SCOTT L PODVIN leave all the rest, residue and remainder of the TRUST to ALLISON PODVIN AND BRAD PODVIN, 50-50, until each reaches the age of twenty-five (25).

## **B. DEATH OF THE GRANTOR SCOTT L PODVIN/DEATH OF BENEFICIARY BEFORE COMPLETE DISTRIBUTION OF TRUST ASSETS**

### **PAYMENTS AFTER DEATH**

1. Upon the Grantor's death, the Trustee shall dispose of all Trust property, together with all property distributable to the Trustee as a result of the Grantor's death, whether under the Grantor's Will or otherwise (the "Trust Fund"), as follows:
2. **Pay Estate Obligations.** If Grantor's probate estate (excluding income) is insufficient to pay Grantor's funeral expenses, all claims against Grantor's probate estate and the expenses of administering Grantor's probate estate, Trustee shall make available to Grantor's Personal Representative pursuant to Grantor's Will out of the Trust Fund (including, inter alia, by direct payment thereof as directed by

Grantor's Personal Representative) such sums as Grantor's Personal Representative shall certify to be required to make good such insufficiency; provided, if no such Personal Representative is serving, then Trustee is authorized to pay such debts and expenses directly without direction by Grantor's Personal Representative. Without limiting the foregoing, Trustee is also authorized to pay or reimburse, in the manner set forth above, any reasonable and necessary costs of Grantor's funeral (and related expenses) in excess of any limit thereon imposed by applicable state or Federal law.

Notwithstanding any other provision hereof to the contrary, except as provided in this paragraph, Trustee may not, on or after September 30 of the calendar year following the calendar year in which Grantor's death occurs, or on or after such earlier date as shall be established by IRS regulations or other guidance as the final date for determining whether this Trust meets the requirements for treatment of the Trust's Beneficiaries as if they had been named directly as beneficiary of any retirement plan payable to this Trust (the "Designation Date"), distribute to or for the benefit of Grantor's estate, any charity or any other non-individual beneficiary any retirement benefit payable to this Trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "minimum distribution rules" of Code Sec. 401(a)(9) or other comparable provisions of law. It is the Grantor's intent that all such retirement benefits held by or payable to this trust on or after the Designation Date be distributed to or held for only individual beneficiaries, within the meaning of Code Sec. 401(a)(9) and applicable regulations. Accordingly, Grantor directs that such benefit may not be used or applied on or after the Designation Date for payment of Grantor's debts, taxes, expenses of administration or other claims against Grantor's estate; nor for payment of estate, inheritance or similar transfer taxes due on account of Grantor's death. This paragraph shall not apply to any bequest or expense which is specifically directed to be funded with retirement benefits by other provisions of this instrument.

3. **Death Taxes.** Trustee shall pay any death taxes that result from Grantor's death from the Trust Fund in the manner and amounts, as set forth below in the provisions governing payment of death taxes.

4. **Balance of Trust Fund.** After the foregoing payments, Trustee shall dispose of the balance of the Trust Fund in the manner provided below.
5. **In the event an intended beneficiary dies before a complete distribution of his or her Trust is made, then the remaining Trust Fund shall, UPON REACHING THE AGE OF MAJORITY, go and be divided FIFTY-FIFTY to: ALLISON L. PODVIN AND BRAD T. PODVIN, and PRIOR TO reaching the age of Majority to the Successor Trustee for the sole benefit of ALLISON L. PODVIN AND BRAD T PODVIN.**

#### **(C ) PERPETUITIES CLAUSE**

Notwithstanding any provision of this Trust to the contrary, this Trust as with all trusts created thereby or hereby shall vest in their then Beneficiary twenty-one years after the death of the last issue of Grantor who was alive when the Grantor died. Should any of the provisions or directions of this Agreement fail or be held ineffectual or invalid for any reason, it is the Grantor's desire that no other portion or provision of this Agreement be invalidated, impaired or affected thereby, but that this Agreement be construed as if such invalid provision or direction had not been contained therein and the remaining portions hereof shall be legal and valid terms enforceable in accordance with its provisions.

### **ARTICLE V**

#### **INCAPACITY, REHABILITATION, AND GUARDIANSHIP**

Throughout this Trust Agreement, where there have been references to "incapacity" and "rehabilitation", those two terms shall have the following meanings:

- (A) **"INCAPACITATED"** – If, SCOTT LOWELL PODVIN, as Trustee or a Beneficiary, is under a legal disability or by reason of illness, mental or physical disability is, in the written opinion of two medical doctors currently practicing medicine, unable to properly manage his affairs, he shall be deemed incapacitated for the purposes of this Trust Agreement, then Successor

Trustee shall be initially JUDI MEYERS AS SUCCEEDED BY CARRIE MEYERS-GARAZI).

(B) "**REHABILITATION**"-- SCOTT L PODVIN, ALLISON L PODVIN AND BRAD T PODVIN, as a Trustee or as a beneficiary, as applicable, once deemed incapacitated under Paragraph (A) of this Article V shall be deemed rehabilitated when s/he is no longer under a legal disability or when, in the written opinion of two medical doctors currently practicing medicine s/he is able to properly manage his/her affairs. Upon rehabilitation, s/he shall resume the duties and powers s/he had prior to incapacity and her/his successors shall relinquish all powers and be relieved of all duties.

(C) "**GUARDIANSHIP**"-- In the event Trustee is adjudicated incompetent by any court having jurisdiction, pursuant to Florida Statutes or similar provisions of the laws of any other state having jurisdiction, Grantor does hereby nominate the same person(s) in name and order of succession who serve as Trustee, as provided above, as Guardian of the property of the incompetent Trustee, and the same person(s) in name and order of succession, as provided above, as Guardian of the person of the incompetent Grantor. Grantor further directs that the Court honor and enforce this Trust by permitting the completion of the conveyance to the Trust of any assets which remain registered to Grantor. If ALLISON PODVIN OR BRAD PODVIN have not reached the age of twenty-five (25) then the "Guardians" shall be the Successor Trustees (JUDI MEYERS AND CARRIE MEYERS GARAZI).

## **ARTICLE VI**

### **THE TRUSTEE**

The following general provisions apply to the Trustee and any Successor Trustee of any Trust which is created by this Trust Agreement:

1. **TRUSTEE'S POWER:** It is the intention of the GRANTOR to grant to the Trustee the power to deal with all the Trust assets and property as freely as the GRANTOR could individually, and the only requirement

that the Grantor places upon Trustee is that Trustee act as a fiduciary in good faith. Trustee shall have all powers and protection granted to trustees by statute at the time of application, including all powers enumerated below or contained in any Certificate of Trust signed by the Grantor; and Grantor intends that such powers be construed in the broadest possible manner.

2. Notwithstanding the foregoing, Trustee shall not hold or exercise any power or any discretion granted by Article VII, which creates unexpected or adverse tax consequences to Grantor's estate, any trust created by this Agreement, or any intended beneficiary, or which causes taxation to Trustee or her estate by virtue of the existence of the power. Trustee's powers are ministerial in nature and are not intended to create or alter substantive rights. The limitations of this paragraph shall not affect the rights of any third person who deals with Trustee.
3. **POWERS OF TRUSTEE: RETAIN TRUST ESTATE:** Trustee shall retain, without liability for loss or depreciation resulting from such retention, the original Trust assets and all other property later transferred, devised or bequeathed to the Trust or Trustee for such time as Trustee shall deem advisable, although such assets and property may not be of the character prescribed by law or by the terms of this Trust for the investment of Trust assets and although it represents a large percentage of all of any Trust; said original property may accordingly be held as a permanent investment.
4. **HOLD UNINVESTED CASH AND UNDERPRODUCTIVE PROPERTY:** Trustee may, for any period(s) deemed advisable to, hold cash (dry powder), un-invested, even though the total amount so held is disproportionate under trust investment law or would not be permitted without this provision, and to retain or acquire and hold underproductive realty or personality.

5. **INVEST AND ACQUIRE:** The Trustee may invest and reinvest Trust assets in any type of property or security or any interests in such property (including co-tenancies and remainders) without regard to the proportion that investments of the type selected may bear to the entire Trust estate, without limitation to the classes of Trust investments authorized by law, and without regard to the possibility that the investments may be in new issues or in new or foreign enterprises, and to write options against long positions. The property acquired may be realty or personalty and may include life insurance, bonds, debentures, leaseholds, options, easements, mortgages, notes, mutual funds, investment trusts, common trust funds, voting trust certificates, limited partnership interests; MSPs, U.S. Treasury obligations redeemable at par in payment of Federal Estate Tax, and any class of stock or rights to subscribe for stock, regardless of whether the yield rate is high or low or whether the new asset produces any income at all. It is intended that Trustee shall have the authority to act in any manner deemed in the best interests of the Trust involved, regarding it as a whole, even though certain investments considered alone might not otherwise be proper.
6. **OPEN BANK ACCOUNTS.** Trustee SCOTT PODVIN may open and maintain any bank account in the name of this Trust and any and all trusts created hereby.
7. **OPTIONS, WARRANTS, PUTS, CALLS, AND COMMODITY AND MARGIN ACCOUNTS:** Trustee is specifically authorized, in her discretion, to buy, sell or transfer options, warrants, puts, calls, commodities, futures contracts, repurchase contracts, and to maintain brokerage margin accounts. Likewise, Trustee may grant security interests and execute all instruments creating such interests upon such terms as Trustee may deem advisable.

8. **EXERCISE OPTIONS AND CONVERSION PRIVILEGES:** Trustee may exercise options, rights, and conversion privileges pertaining to any securities held by Trustee as Trust assets.
9. **RECEIVE ADDITIONAL PROPERTY:** Trustee may receive additional property from any source, including the Personal Representative of a Grantor's estate and Trustee or beneficiary of any other trust, by whomsoever created, and to hold and administer this property as part of the Trust estate.
10. **PURCHASE PROPERTY FROM ESTATE OR TRUST:** Trustee may purchase property, real or personal, from Grantor's or a Beneficiary's estate or trust for their benefit upon such terms and conditions, prices and terms of payment as Trustee and the respective Personal Representative or Trustee shall agree upon, to hold the property so purchased in Trust, although it may not qualify as an authorized Trust investment, except for this provision, and to dispose of such property, as and when Trustee deems advisable. Likewise, Trustee may sell property at public or private sale, for cash or upon credit, exchange property for other property, lease property for any period of time and give options of any duration for sales, exchanges or leases. The Trustee may give such warranties or indemnifications as the Trustee may deem advisable.
11. **SELL AND LEASE:** Trustee may sell, convey, grant options to purchase, lease, transfer, exchange or otherwise dispose of any Trust asset on any terms deemed advisable; to execute and deliver deeds, leases, bills of sale, and other instruments of whatever character; and, to take or cause to be taken all action deemed necessary and proper. Any proceeds derived from and generated by the sale of Trust assets shall be considered part of the Trust.

12. **MANAGE REALTY:** Trustee may deal with or contract for the management of commercial and residential real estate and personal property, including oil, gas, air and mineral rights. This authority includes, inter alia, the rights to manage, protect and improve real estate or other property; to raze, alter and make repairs or improvements; to sell or contract to sell real or personal property in whole or in part; to partition it; to change the land use designation; to increase the density limitations; to transfer development rights to or from a Trust asset; to grant options to purchase; to donate Trust assets; to convey Trust assets; to acquire property; to release or grant easements or other rights or interests relating to Trust assets; to dedicate parks, streets, and thoroughfares; to subdivide it; to vacate any subdivision or any part thereof and re-subdivide it from time to time; to convert the form of ownership from rental to ownership or vice versa; to lease it in whole or in part, and to renew, extend, contract for, and grant options in connection with any contract entered into by the Trustee can be made on any terms and for any period, including a period beyond the duration or termination of this Trust and any trust related hereto or connected herewith.

13. **INSURANCE:** Trustee may obtain, carry and maintain any insurance deemed advisable with any insurer against any hazards, including public liability, and to use insurance proceeds to repair or replace the asset insured. In addition, Trustee may carry or purchase life insurance on the life of any Trust Beneficiary, and exercise or release any rights in such policy(ies).

14. **LEND:** Trustee may lend money or provide credit or serve as a guarantor on and subject to any terms deemed advisable; to lend Trust funds to any borrower, including the Personal Representative of Grantor's estate and Trustee or beneficiary of any trust, by whomsoever created; and from time to time to change the terms of



these loans. This authorization includes the power to extend the notes or repayment terms beyond maturity with or without renewal and without regard to the existence or value of any security, and to facilitate payment, to change the interest rate, and to consent to the modification of any guarantee.

15. **BORROW:** Trustee may borrow or obtain whatever credit Trustee deems desirable and reasonable for the Trust, including, for example, the Personal Representative of Grantor's estate, and the Trustee or beneficiary of any other trust, by whomsoever created, and to mortgage, pledge or otherwise encumber as security any assets of the borrowing Trust.

A. **TERM OR DURATION OF OBLIGATION:** Trustee's power includes: extending terms on obligations; amending agreements to include more rigorous or remunerative provisions for enforcement and collection of the payment of any debt, security, or other obligation of or due to the Trust, or any trust related hereto, upon any terms and for any period, including a period beyond the duration or the termination of any or all related trusts.

16. **COMPROMISE OR ABANDON OF CLAIMS:** Trustee may, upon whatever terms Trustee deems advisable, compromise, adjust, arbitrate, sue on, defend, or otherwise deal with any claims, including tax claims, against or in favor of any Trust; to abandon any asset the Trustee deems of no value or of insufficient value to warrant keeping or protecting it; to refrain from paying taxes, assessments, or rents, and from repairing or maintaining any asset; and to permit any asset to be lost by tax sale or other proceeding.

- 17.**USE OF NOMINEE:** Trustee may hold Trust assets, real or personal, in Trustee's own name, or in the single name of any Co-Trustee, or in the name of any corporation, partnership, or other person as Trustee's nominee for holding the assets, with or without disclosing the fiduciary relationship. A corporate Trustee shall have the power to appoint a Trustee to administer property in any jurisdiction in which it shall fail to qualify.
- 18.**BID ON OR TAKE OVER WITHOUT FORECLOSURE:** The Trustee may foreclose any mortgage, to bid on the mortgaged property at the foreclosure sale or acquire it from the mortgagor (or mortgagee) without foreclosure, and to retain it or dispose of it upon any terms deemed advisable.
- 19.**PAY OFF ENCUMBRANCES AND COMPROMISE CLAIMS AND DEBTS:** Trustee may pay off and satisfy any encumbrance on any Trust asset; and to invest additional amounts to preserve such assets or to increase its/their productivity. Rather than simply paying off and satisfying an errant debt, instead the Trustee may compromise claims or debts and abandon or demolish any property which Trustee shall determine to be of little or no value.
- 20.**VOTE STOCK:** Trustee may vote stock for any purpose in person or by proxy, to enter into a voting trust, and to participate in corporate activities related to a trust in any capacity permitted by law, including service as officer or director. The stocks, units or shares of the companies shall be in the Trust's name.
- 21.**PARTICIPATE IN REORGANIZATION:** Trustee may unite or enter into strategic business alliances with other business(es) or owners of property so as to expedite a resolution, including, inter alia, foreclosure, lease, sale, incorporation, dissolution, liquidation, re-incorporation, reorganization, or readjustment of the capital or financial structure of any association or corporation in which any Trust has a financial interest. Trustee may also serve as a member of any

protective committee; deposit Trust securities in accordance with any plan agreed upon; pay any assessments, expenses, or other sums deemed expedient for the protection of the intended beneficiaries interests; and to receive and retain as Trust investments any new securities issued pursuant to the plan, even though these securities would not constitute authorized Trust investments without this provision. The Trustee may join in any merger, reorganization, voting-trust plan or other concerted action of security holders and delegate discretionary powers (including investment powers) in entering into the arrangement.

**22. TAX ELECTIONS AND ALLOCATIONS.** Trustee may make all tax elections and allocations Trustee considers appropriate, including, inter alia, any election to treat this revocable Trust as part of Grantor's estate for income tax purposes, even though Trustee may have an interest affected by the election, except where Trustee is prohibited from participating in the election by another provision of this Agreement. Provided, however, this authority is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. Tax elections and allocations made in good faith shall not require equitable adjustments.

**23. EMPLOYMENT OF ASSISTANTS AND AGENTS:** The Trustee may, to any extent reasonably necessary, employ, retain or engage attorneys-at-law, accountants, financial planners, brokers, investment advisors, realtors, managers for businesses or farms, technical consultants, attorneys-in-fact, agents and any other consultants and assistants Trustee deems advisable for the proper administration of this Trust and any trusts related hereto or created hereby.

**24. ESTABLISHMENT AND MAINTENANCE OF RESERVES:** Trustee may set aside and maintain reserves out of the rents, profits, or other

gross income received to the extent deemed advisable to meet present or future expenses, including taxes, assessments, impositions, insurance premiums, debt amortization payments, repairs, improvements/depreciation, obsolescence, general maintenance and reasonable compensation for services, including services of professional and other employees, as well as to provide for the effects of fluctuations in gross income and to equal or applied to payments for the benefit of beneficiaries entitled to receive income.

25. **CARRY ON BUSINESS:** Trustee may with respect to any business that may be or become a part of this Trust whether organized as a sole proprietorship, limited partnership, partnership or corporation, upon such terms, for such time, and in such manner as Trustee deems advisable:

- a. To hold, retain and continue to operate such business solely at the risk of the Trust estate and without liability on Trustee's part for any resulting losses.
- b. To incorporate, dissolve, liquidate, or sell or acquire such business at such time and upon such terms as Trustee deems advisable. In this regard, Trustee's decision may be based upon qualified appraisal; and Trustee shall not be obligated to seek other offers in contracting for sale to any person including another shareholder, trust or beneficiary.
- c. To borrow money or obtain credit for business purposes and to mortgage, pledge or otherwise encumber the assets of the Trust to secure any such loan or line of credit.
- d. To engage in the redemption of stock and take such actions as are necessary to qualify the redemption under Sections 302 or 303 of the IRC and the applicable requirements of state law.

e. To create a special lien for the payment of deferred death taxes under 6324 IRC, or similar provisions of state law.

f. To create, continue, or terminate an S-Corporation election.

**26. DEALINGS WITH THE TRUSTEE.** Any person who deals in good faith with Trustee shall deal only with Trustee and shall presume that Trustee has full power and authority to act. No person shall require court confirmation or the approval of a beneficiary for any transaction with Trustee. Trustee's signature shall bind the interest of the Trust beneficiary, including, inter alia, the Grantor, and no person need see the application of any property delivered to Trustee.

**27. COMPENSATION OF TRUSTEE.** Any Trustee who is also a Beneficiary hereunder shall serve without compensation for his or her services except that Trustee shall be reimbursed for reasonable expenses incurred in the administration of the Trust. Any Trustee not a Beneficiary hereunder shall receive as compensation for its services, unless waived, such amount of compensation as is customarily being charged by commercial trust companies for services as a trustee of an inter vivos trust in the State of Florida

**28. BOND AND QUALIFICATIONS.** No bond shall be required of the Trustee or any Successor Trustee. The Trustee and any Successor Trustee shall not be required to qualify in any court and are relieved of filing of any document and accounting in any court.

**29. SUCCESSOR TRUSTEE(S).** No Successor Trustee shall be responsible for acts of any prior Trustee. In the event a Trustee is unable to serve or continue to serve as Trustee for any reason and no successor has accepted, the Successor Trustee shall be elected in writing by any of the persons who have previously served as Trustee, with preference in the making of such appointment being determined in the same order of their succession as Trustee. If no appointment exists or has been made, the Successor Trustee shall be elected in writing by the majority in

interest in the income of the Trust. No person shall be required to apply to any court in any jurisdiction for confirmation of said appointment. Any Successor Trustee so elected shall either be an issue of Grantor or a corporate trustee qualified to exercise Trust powers.

**30.REMOVAL OF SUCCESSOR TRUSTEES.** In the event a Successor Trustee is administering the Trust or any trust created hereunder, Successor Trustee may be removed by the last individual to serve as Trustee; however, if that person is deceased or incapacitated, the Successor Trustee may be removed by a majority vote in interest in Trust income. Said removal must be in writing, stating the reasons for removal and indicate the Successor Trustee, which must be a corporate trustee. Removal of a Successor Trustee shall be permitted only for the convenient administration of the Trust. For example, a Successor Trustee may be removed in order to transfer administration to the place of residence of a primary beneficiary, or because of mismanagement of Trust funds, or because of excessive fees, or because of lack of attention to Trust matters, or other such reason. Removal shall not be permitted for the purpose of influencing the exercise of discretion of a Successor Trustee which is granted by this instrument. For example, removal of a Successor Trustee that refuses to make a discretionary invasion of principal shall not be allowed. Removal of a Successor Trustee shall be effective upon delivery of the notice of removal and the removed Trustee shall have a reasonable period of time to transfer assets to its successor. In the event the Successor Trustee believes that its removal is improper, it may, but shall not be required to, apply to a court of competent jurisdiction, at its expense, for a declaration of the propriety of the removal. In that event, the removal shall be effective only upon the issuance and entry of an order by said court and after any appeal. In the event the Successor Trustee prevails it shall be entitled to reimbursement from the Trust for its reasonable costs and attorney's fee.

31.**DELEGATION.** Trustee may delegate any management function of the Trust to any other Successor Trustee (even though the Successor Trustee is not then serving as Trustee) upon such terms as may be agreed by the Trustees. In the event more than one Trustee is serving, Trust assets may be held in the name of one Trustee.

32.**LIMITED POWER TO AMEND.** Trustee may amend this Trust to create or renounce management powers as may be required to facilitate the convenient administration of this Trust, deal with the unexpected or the unforeseen, or avoid unintended or adverse tax consequences. The amendment shall be in writing and shall be consented to by Grantor, if not then deceased or incapacitated, or the intended beneficiaries of the Trust. The amendment may be retroactive. This limited power may only be exercised to provide for the convenient administration of the Trust; and shall not affect the rights of any beneficiary to enjoy Trust income or principal without his consent, shall not alter the dispositive provisions of any Trust, and shall not be exercisable in such a manner as to create gift, estate, or income taxation to Trustee or any beneficiary. No amendment shall affect the rights of third persons who have dealt or may deal with Trustee without their consent.

## **ARTICLE VII**

### **Revocability of Trust & Rights Reserved**

Grantor reserves the following rights, each of which may be exercised whenever and as often as Grantor may so desire in its absolute discretion:

A. **Amend or Revoke.** Grantor reserves the right by an acknowledged instrument in writing to revoke or amend this Trust or any trust hereunder.

B. **Remove and Appoint Trustees.** Grantor reserves the right to remove any Trustee and appoint substitute, additional or successor Trustees.

C. **Approve Investment Decisions.** Grantor reserves the right to

approve (and/or veto) Trustee's investment decisions and Grantor's approval shall bind all other intended beneficiaries.

D. **Approve Trustee's Conduct.** Grantor has the right from time to time to approve Trustee's conduct (whether in connection with an accounting by Trustee or without an accounting), and Grantor's approval shall bind all other intended beneficiaries.

E. **Insurance Policies.** All rights Grantor may have as the owner of any insurance policies payable to the Trustee.

## **ARTICLE VIII MANIFESTATION OF TRUSTEE'S ACTIONS**

When Trustee takes action that is authorized hereunder and such action does not involve the participation of another person with respect to such action, that Trustee may (but shall not be required to) execute, within a reasonable time of taking such action, an acknowledged, written instrument describing the action taken, which instrument shall be maintained with the trust records and either filed in the court having jurisdiction over the trust or delivered to one or more of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal of such trust or, if there is no such beneficiary, to one or more of the parent(s), guardian(s) of the person, conservator(s) or committee of the minor or incompetent Beneficiaries then eligible or entitled to distributions of income or principal of such trust. Failure to execute or to file or deliver the instrument shall not make the action taken by a Trustee void, voidable or ineffective, and Trustee or Trustees, as the case may be, shall not be subject to any liability or surcharge for failure to document such action.

## **ARTICLE IX ADMINISTRATIVE PROVISIONS**

(A) **CARRYING SEVERAL TRUSTS AS ONE ESTATE.** To the extent that division of the Trust Fund is directed, Trustee may administer any Trust physically



**PODVIN FAMILY REVOCABLE LIVING TRUST**

**DATED SEPTEMBER 26, 2017**

**THE PODVIN FAMILY REVOCABLE LIVING TRUST DATED SEPTEMBER 26, 2017 AGREEMENT** (hereinafter, the "Trust"), is being made in Miami-Dade County, City of Miami Beach, FL 33140, by SCOTT LOWELL PODVIN (the "Grantor"), and shall be managed by Scott L. Podvin, as "Trustee." If SCOTT LOWELL PODVIN is unable to serve as Trustee, then the Grantor appoints (my dad's sister) Judi Meyers, residing at 4875 Pinetree Drive, Miami Beach, FL 33140, and thereafter Carrie Meyers Garazi, my cousin, to serve as a successor Trustee of PODVIN FAMILY REVOCABLE LIVING TRUST DATED September 26, 2017 AGREEMENT, and as delineated in the Living Will, Power of Attorney, and Last Will and Testament signed by SCOTT L. PODVIN, and incorporated by reference. The "Beneficiaries" of the Trust shall be: SCOTT L PODVIN DOB 09.26.1967, ALLISON LEIGH PODVIN DOB 04/22/06 AND BRAD THOMAS PODVIN DOB 12/09/07; the Trust shall be administered in accordance with the following Articles and each of the corresponding valid and legal binding terms and conditions set forth below, enforceable in accordance with Florida law.

## ARTICLE I

### INTRODUCTION

1. **TRUST PURPOSE.** The Grantor is divorced and has two children-- Allison Podvin and Brad Podvin -- and their lineal descendants are or shall be, when born, considered descendants of the Grantor (the "intended beneficiaries"). Any person seeking information or an issue relative to this Trust or the intended beneficiaries shall only deal with the Trustee without the approval of any court, the Grantor, or any intended beneficiary of any trust created by this Trust, and shall assume that the Trustee has the same power and authority to act, as an individual does in the management of his or her own affairs. Further, any person presented with a copy of this page and any other page of this Trust shall accept same as conclusive proof of the existence, terms and authority granted by this Trust, and shall assume that no conflicting directions or terms are contained in the pages omitted. This Trust replaced any and all previous trust(s) the Trustee and Grantor may have executed, but can be revoked at any time at the discretion of the Grantor. All Trust property herein described shall be transferred in life.
2. **TRUST ASSETS.** SCOTT L PODVIN, as Grantor, does hereby assign, convey and deliver to Trustee, all Grantor's right, title, interest in and power over all real and personal property, tangible or intangible, of any kind, nature or condition, and in any location, which may be owned by Grantor or later acquired by Grantor, unless an exception to the conveyance of a particular property interest is made on Schedule A in Life and based on Grantor's Will. Said property shall include, but shall not be limited to, the assets listed on Schedule A, which may be attached to this Trust. However, this general assignment shall not alter any beneficiary designation unless specifically listed on Schedule A. A voluntary conveyance by the

Grantor of a Trust asset which may remain registered to the Grantor individually shall convey any interest held by this Trust.

3. **ABSTRACT OF TRUST.** In order to facilitate the convenient administration of the Trust, including the registration and transfer of assets to and from the Trust, the Trustee shall have the power to execute an Abstract of Trust describing any Trust matter, including, but not limited to, a description of the Trust terms, the administrative powers of the Trustee and the identity of any current Trustee. Any person who receives an original or photocopy of said Abstract of Trust shall be held harmless from relying on same, and shall not be obligated to inquire into the terms of the Trust or maintain a copy of the Trust.

4. **SUGGESTED TRUST REGISTRATION.** During the life of the Grantor, assets may be registered to the Trust as follows:

**"SCOTT PODVIN, Trustee [or his successors in trust] of THE PODVIN FAMILY REVOCABLE LIVING TRUST DATED SEPTEMBER 26, 2017 AGREEMENT,"** and any amendments thereto. Other forms of registration are permissible.

5. **TAX IDENTIFICATION.** During the life of the Trustee, the Trust shall be identified by the Grantor's Social Security Number 262.95.0573 and Florida Driver's License No. P315-792-67-346-0. Upon the death of the Trustee, the then current Trustee or successor Trustee, as the case may be, shall apply to the IRS for a tax identification number or EIN for the Trust and any other trust created by this Trust Agreement.

## ARTICLE II

### ADMINISTRATION DURING THE LIFE OF THE GRANTOR

6. **TRUSTEE.** The Grantor of this Trust shall be the Trustee, if the Trustee cannot continue to serve for any reason, the Successor Trustee shall be JUDI MEYERS AND SUCCEDED BY CARRIE MEYERS GARAZI. The powers of the Trustee and the Successor Trustee are set forth below.

7. **DISPOSITION OF INCOME AND PRINCIPAL AT THE DIRECTION OF THE GRANTOR.** The Trustee shall manage the property of the Trust estate, collect the income, and pay from the income of the Trust such amounts and to such persons as Trustee may from time to time direct. In the absence of direction, Trustee may accumulate the net income or disburse any portion of the net income to or for the benefit of the Trustee (or an intended beneficiary).

In addition, Trustee shall pay from the Trust principal such amounts and to such persons as Trustee may direct from time to time. In the absence of direction, the Trustee may pay from the Trust principal such amounts as may be necessary for the health or maintenance of the standard of living of SCOTT L. PODVIN, ALLISON L. PODVIN AND BRAD T. PODVIN, the intended beneficiaries.

The Trustee shall liberally distribute income and principal of the Trust Estate for the Grantor's benefit and, in accordance with the provisions below in this Article and the rights of the intended beneficiaries hereunder shall be considered secondary. The Trust Estate is established to ensure that the best available care is made available for them.

8. **SPENDTHRIFT PROVISION.** This Trust and the trusts created hereby contain (and will contain) the following "**SPEND THRIFT PROVISION**," inasmuch as, and notwithstanding any other provision herein to the contrary, no intended beneficiary may ever assign or convey his or her beneficial interest in, rights to and power over the corpus (or

**any portion) of the Trust.** This provision is specifically included for the express written purpose to prevent a careless beneficiary from squandering his or her inheritance. Moreover, the protections and provisions set forth in Section 736.0502, FL Stat. shall be and are hereby incorporated herein verbatim. Toward that end, and in compliance with Section 736.0502, FL Stat., the intended beneficiaries of this Trust are hereby specifically restrained from both voluntary and involuntary transfers of such intended beneficiary's Trust interest. That is, both voluntary and involuntary transfers are strictly prohibited.

9. As such, this Trust is created with the intention to insulate, insure against, and protect and provide a legal shield to safeguard the Trust assets, including, principal, corpus, income, profits, sales-proceeds and other interests generated by this Trust so that such Trust assets are completely free and always harmless from and against any and all claims of creditors and all other alleged aggrieved parties, including, claims for alimony, child support, paternity, and awards due to marriage or divorce. The corpus, income and interests generated by this Trust are intended for the maintenance and well-being of SCOTT L PODVIN, ALLISON L PODVIN AND BRAD T. PODVIN.
10. Except as otherwise provided in this Trust Agreement, all payments of principal and income which are payable, or will become payable, to (an intended) beneficiary of any trust created by this Trust shall not be subject to anticipation, assignment, pledge, sale, hypothecation or transfer in any manner whatsoever nor shall any beneficiary have the power to anticipate or encumber (or demand a transfer of) any such interest. Nor shall such interest, while in the possession of the Trustee, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

Such interests shall also:

**"BE FREE AND COMPLETELY HARMLESS FOR, FROM AND AGAINST ANY CLAIM, CONTROL, OR INTERFERENCE OF THE GRANTOR'S FORMER SPOUSE OR SIGNIFICANT OTHER, A PERSON ALLEGING PATERNITY AND SEEKING CHILD SUPPORT PAYMENTS.**

Each trust created by this Trust Agreement shall be and is hereby amended to specifically include a spendthrift trust provision to the fullest extent permitted by law. No interest of any beneficiary in or to the income or principal distributable under any trust created by this Trust Agreement shall be subject to voluntary or involuntary transfer, nor shall such interest be subject to anticipation or assignment by any beneficiary, to the claims of a spouse or former spouse or significant other for support, or to attachment by or to the interference or in control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be void ab initio.

- 11. INCAPACITY OF THE GRANTOR.** In the event SCOTT L. PODVIN is incapacitated, as defined by this Trust Agreement, the Successor Trustee may apply or expend all or a part of the income and principal of this Trust, or both, for the health and maintenance of SCOTT L PODVIN, ALLISON L PODVIN AND BRAD T PODVIN in their accustomed manner of living. During any period of incapacity of the Trustee, and provided sufficient resources exist for the care of the Trustee, the Successor Trustee is authorized to make distributions to or for the benefit of any "issue" of the Trustee who have no other financial resources and require said distribution for their health or support; provided, however, no distribution shall ever be made to the Grantor's former spouse (Meredith Rattler) or any other person alleging paternity of a child born by Grantor, but rather directly to the service provider. In this regard the Successor Trustee shall at least consider all financial resources available to a beneficiary prior to making an invasion of this Trust, including, but

not limited to, the ability of said beneficiary to earn a living and the ability of said Beneficiary's spouse, if any, to earn a living. In no event may a Successor Trustee participate in the exercise of this power in favor of himself/herself.

**12. RIGHT TO ADD TO PRINCIPAL.** The Trustee, SCOTT L. PODVIN, or any other person may, at any time and from time to time add to this Trust property acceptable to the Trustee

**13. DISTRIBUTION IN CASH OR IN PROPERTY:** The Trustee may distribute any or no shares in cash or in property, or partly in each, and the Trustee's valuations and selection of assets upon making distribution shall, if made in good faith, be final and binding on all beneficiaries.

**14. RIGHT TO REVOKE AND AMEND.** The Trustee, SCOTT L. PODVIN, reserves the right while alive, except any period when incapacitated, at any time and from time to time, by an instrument in writing, signed, acknowledged, and delivered to Trustee:

- To revoke this instrument entirely and to receive from the Trustee all property remaining after making payment or provision for payment of all expenses connected with the administration of this Trust,
- From time to time to alter or amend this instrument in any and every particular,
- From time to time to change the identity or number, or both, of the Trustee and/or Successor Trustee(s),
- From time to time to withdraw from the operation of this Trust any or all of the Trust property.
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### ARTICLE III

#### ADMINISTRATION AFTER THE DEATH OF THE GRANTOR

15. **TRUSTEE.** The Trustee (including, as applicable, the Successor Trustee, "JUDI MEYERS" and "CARRIE MEYERS-GARAZI") then acting as Trustee, after the Trustee SCOTT LOWELL PODVIN dies, shall continue to administer the assets of this Trust as well as any property received by this Trust in accordance with the terms of the Grantor's will or from any other source to the extent it is included in Grantor's gross estate for Federal Estate Tax purposes; and, shall distribute said assets, as provided below for the benefit of ALLISON L. PODVIN AND BRAD T. PODVIN until each one has reached twenty five (25) years of age at which time each living Beneficiary of this Trust may receive their one-half (1/2) portion of the Trust. At the time BRAD PODVIN reaches the age of twenty-five (25), THE PODVIN FAMILY REVOCABLE LIVING TRUST DATED SEPTEMBER 26, 2017 shall automatically dissolve.

16. **COLLECTION OF PROCEEDS.** The Trustee may take such action as is reasonably necessary to collect the proceeds of any life insurance policy, or provide for the payment of a retirement plan, IRA, or other benefits payable to the Trust. If probate administration has not or will not be commenced, Trustee shall have the power to collect tax refunds, health insurance proceeds, refunds under any contract, death benefits, or any other item which might otherwise be payable to the deceased Trustee's estate. To that extent, it is specifically intended that an irrevocable insurance trust shall be established hereby and become a part of this Trust.

17. **DEBTS AND EXPENSES.** The Trustee may, in the Trustee's sole and absolute discretion, pay to the estate of the Grantor from the principal or income of the Trust prior to distribution to any trusts created hereunder or any other distributee, such amounts, as may be needed to pay all or any part of the deceased Grantor's just debts,



funeral expenses, and the administration expenses of the Grantor's estate. Alternatively, the Trustee may, but shall not be obligated to, pay such expenses directly.

**18.DEATH TAXES.** The Trustee shall pay to the estate of the deceased Grantor or the appropriate tax authorities all estate and inheritance taxes that may become payable by reason of the Grantor's death in respect to all property comprising the Grantor's gross estate for death tax purposes, whether or not such property passes under this Trust, under the Grantor's will or otherwise. However, the Trustee shall have the right of contribution as provided in Sections 2207 and 2207A IRC, if applicable.

**19.DISTRIBUTIONS TO THE GRANTOR'S ESTATE.** In addition to the distributions provided above, the Trustee may pay to the Probate Estate of the deceased Grantor as much of the income and principal of this Trust as the Trustee deems necessary for any purpose.

**20.SPECIFIC GIFTS OF TANGIBLE PERSONAL PROPERTY.** As of September 26, 2017 the Grantor SCOTT LOWELL PODVIN shall deliver to the Trust various properties he owns in life. The Trustee shall make such gifts of the tangible personal property of the Grantor held or acquired by the Trust as may be directed by the Grantor's Will, or as may be directed by a list, letter, or other writing of the Grantor permitted by the Will, or as may be directed by a list, letter or other writing designated as **Schedule B** of this Trust. The cost of storing, packing, shipping and insuring any tangible personal property gift prior to delivery to its intended recipient shall be paid by the Trust.

21. **Gifts.** Whenever the Grantor is disabled (as defined below), the Trustee may make gifts from the Trust Estate as expressly authorized in this Article.

- a. The Trustee may make gifts to the Grantor's directly lineal descendants, the intended beneficiaries, in any amount. The Trustee may make unlimited transfers for Grantor's descendants for those expenditures described in Code Sec. 2503(e).
- b. The Trustee may not use any of the Trust Estate in a manner that would discharge the legal obligation of any Trustee other than the Grantor to support any of the Grantor's direct lineal descendants.
- c. The Trustee may make gifts from the Trust Estate to any charitable organization, the gifts to which qualify for the Federal income and gift tax charitable deduction, and to which the Grantor shall have previously made gifts, and pay Grantor's charitable pledges and dues in a manner that Trustee shall determine reflects Grantor's general donative history.
- d. The Trustee shall make gifts from the Trust Estate only as the Trustee shall deem to reflect the Grantor's wishes, and the Trustee shall consider the Grantor's history of making such gifts and the Grantor's estate plan.
- e. No gift may be made from the Trust Estate to any donee who is also a Trustee except as is appropriate for that donee's health, education, maintenance or support, determined without taking into account any other available income and assets, but only to the extent that this provision and those set forth in this agreement do not limit or destroy the spendthrift provision set for the above.
- f. The Trustee may make gifts under this Article either outright or to a trust for the primary benefit of a permissible donee or multiple permissible donees, or to any legal guardian, conservator or similar fiduciary of such donee to a custodian according to, inter alia, the Uniform Transfers (or Gifts) to Minors Act, as the Trustee shall deem appropriate, even if one or more

of the persons acting as the Trustee is a guardian, conservator, similar fiduciary or custodian.

**ARTICLE IV**  
**DISTRIBUTIONS AND DISBURSEMENTS IN LIFE:**

A. Grantor, SCOTT LOWELL PODVIN, grants in life, to this Trust the following assets, which shall form the "corpus" of the Trust.

1. All assets, profits, shares/membership interests/units of TIMESHARE MANAGEMENT SERVICES, LLC a GA Limited Liability Company, including being the new Member-Manager.
2. All assets, profits, shares/membership interests/units of: TMS, LLC a GA Limited Liability Company, including being the new Member-Manager.
3. All assets, profits, shares/membership interests/units of TIMESHARE MANAGEMENT SERVICES, LLC a NC Limited Liability Company, including being the new Member-Manager.
4. All assets, profits, shares/membership interests/units of TIMESHARE MANAGEMENT SERVICES, LLC a MD Limited Liability Company, including being the new Member-Manager.
5. All assets, profits, shares/membership interests/units of TIMESHARE MANAGEMENT SERVICES, LLC a NV Limited Liability Company, including being the new Member-Manager.
6. All assets, profits, shares/membership interests/units of TIMESHARE MANAGEMENT SERVICES, LLC a SC Limited Liability Company, including being the new Member-Manager.

7. All assets, profits, shares/ Units of ALBRSL, LLC, a Florida Limited Liability Company, including being the new Member-Manager.
8. All assets, profits, shares/membership interests/ units of Podvin Construction 2012, LLC. a Delaware Limited Liability Company, including being the new Member-Manager.
9. ALL assets, profits and shares/units generated from the sale, licensing of any books and audio books in the process of being published.
10. All assets, profits, Shares/ Units of GLOBAL ADVISORY SERVICES. a Delaware Limited Liability Company, including being the new Member-Manager.,

I, SCOTT L PODVIN leave all the rest, residue and remainder of the TRUST to ALLISON PODVIN AND BRAD PODVIN, 50-50, until each reaches the age of twenty-five (25).

#### **B. DEATH OF THE GRANTOR SCOTT L PODVIN/DEATH OF BENEFICIARY BEFORE COMPLETE DISTRIBUTION OF TRUST ASSETS**

##### **PAYMENTS AFTER DEATH**

1. Upon the Grantor's death, the Trustee shall dispose of all Trust property, together with all property distributable to the Trustee as a result of the Grantor's death, whether under the Grantor's Will or otherwise (the "Trust Fund"), as follows:
2. **Pay Estate Obligations.** If Grantor's probate estate (excluding income) is insufficient to pay Grantor's funeral expenses, all claims against Grantor's probate estate and the expenses of administering Grantor's probate estate, Trustee shall make available to Grantor's Personal Representative pursuant to Grantor's Will out of the Trust Fund (including, inter alia, by direct payment thereof as directed by

Grantor's Personal Representative) such sums as Grantor's Personal Representative shall certify to be required to make good such insufficiency; provided, if no such Personal Representative is serving, then Trustee is authorized to pay such debts and expenses directly without direction by Grantor's Personal Representative. Without limiting the foregoing, Trustee is also authorized to pay or reimburse, in the manner set forth above, any reasonable and necessary costs of Grantor's funeral (and related expenses) in excess of any limit thereon imposed by applicable state or Federal law.

Notwithstanding any other provision hereof to the contrary, except as provided in this paragraph, Trustee may not, on or after September 30 of the calendar year following the calendar year in which Grantor's death occurs, or on or after such earlier date as shall be established by IRS regulations or other guidance as the final date for determining whether this Trust meets the requirements for treatment of the Trust's Beneficiaries as if they had been named directly as beneficiary of any retirement plan payable to this Trust (the "Designation Date"), distribute to or for the benefit of Grantor's estate, any charity or any other non-individual beneficiary any retirement benefit payable to this Trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "minimum distribution rules" of Code Sec. 401(a)(9) or other comparable provisions of law. It is the Grantor's intent that all such retirement benefits held by or payable to this trust on or after the Designation Date be distributed to or held for only individual beneficiaries, within the meaning of Code Sec. 401(a)(9) and applicable regulations. Accordingly, Grantor directs that such benefit may not be used or applied on or after the Designation Date for payment of Grantor's debts, taxes, expenses of administration or other claims against Grantor's estate; nor for payment of estate, inheritance or similar transfer taxes due on account of Grantor's death. This paragraph shall not apply to any bequest or expense which is specifically directed to be funded with retirement benefits by other provisions of this instrument.

3. **Death Taxes.** Trustee shall pay any death taxes that result from Grantor's death from the Trust Fund in the manner and amounts, as set forth below in the provisions governing payment of death taxes.

4. **Balance of Trust Fund.** After the foregoing payments, Trustee shall dispose of the balance of the Trust Fund in the manner provided below.
5. **In the event an intended beneficiary dies before a complete distribution of his or her Trust is made, then the remaining Trust Fund shall, UPON REACHING THE AGE OF MAJORITY, go and be divided FIFTY-FIFTY to: ALLISON L. PODVIN AND BRAD T. PODVIN, and PRIOR TO reaching the age of Majority to the Successor Trustee for the sole benefit of ALLISON L. PODVIN AND BRAD T PODVIN.**

#### **(C ) PERPETUITIES CLAUSE**

Notwithstanding any provision of this Trust to the contrary, this Trust as with all trusts created thereby or hereby shall vest in their then Beneficiary twenty-one years after the death of the last issue of Grantor who was alive when the Grantor died. Should any of the provisions or directions of this Agreement fail or be held ineffectual or invalid for any reason, it is the Grantor's desire that no other portion or provision of this Agreement be invalidated, impaired or affected thereby, but that this Agreement be construed as if such invalid provision or direction had not been contained therein and the remaining portions hereof shall be legal and valid terms enforceable in accordance with its provisions.

### **ARTICLE V**

#### **INCAPACITY, REHABILITATION, AND GUARDIANSHIP**

Throughout this Trust Agreement, where there have been references to "incapacity" and "rehabilitation", those two terms shall have the following meanings:

- (A) **"INCAPACITATED"** – If, SCOTT LOWELL PODVIN, as Trustee or a Beneficiary, is under a legal disability or by reason of illness, mental or physical disability is, in the written opinion of two medical doctors currently practicing medicine, unable to properly manage his affairs, he shall be deemed incapacitated for the purposes of this Trust Agreement, then Successor

Trustee shall be initially JUDI MEYERS AS SUCCEEDED BY CARRIE MEYERS GARAZI).

(B) "**REHABILITATION**"-- SCOTT L PODVIN, ALLISON L PODVIN AND BRAD T PODVIN, as a Trustee or as a beneficiary, as applicable, once deemed incapacitated under Paragraph (A) of this Article V shall be deemed rehabilitated when s/he is no longer under a legal disability or when, in the written opinion of two medical doctors currently practicing medicine s/he is able to properly manage his/her affairs. Upon rehabilitation, s/he shall resume the duties and powers s/he had prior to incapacity and her/his successors shall relinquish all powers and be relieved of all duties.

(C) "**GUARDIANSHIP**"-- In the event Trustee is adjudicated incompetent by any court having jurisdiction, pursuant to Florida Statutes or similar provisions of the laws of any other state having jurisdiction, Grantor does hereby nominate the same person(s) in name and order of succession who serve as Trustee, as provided above, as Guardian of the property of the incompetent Trustee, and the same person(s) in name and order of succession, as provided above, as Guardian of the person of the incompetent Grantor. Grantor further directs that the Court honor and enforce this Trust by permitting the completion of the conveyance to the Trust of any assets which remain registered to Grantor. If ALLISON PODVIN OR BRAD PODVIN have not reached the age of twenty-five (25) then the "Guardians" shall be the Successor Trustees (JUDI MEYERS AND CARRIE MEYERS GARAZI).

## **ARTICLE VI**

### **THE TRUSTEE**

The following general provisions apply to the Trustee and any Successor Trustee of any Trust which is created by this Trust Agreement:

1. **TRUSTEE'S POWER:** It is the intention of the GRANTOR to grant to the Trustee the power to deal with all the Trust assets and property as freely as the GRANTOR could individually, and the only requirement

that the Grantor places upon Trustee is that Trustee act as a fiduciary in good faith. Trustee shall have all powers and protection granted to trustees by statute at the time of application, including all powers enumerated below or contained in any Certificate of Trust signed by the Grantor; and Grantor intends that such powers be construed in the broadest possible manner.

2. Notwithstanding the foregoing, Trustee shall not hold or exercise any power or any discretion granted by Article VII, which creates unexpected or adverse tax consequences to Grantor's estate, any trust created by this Agreement, or any intended beneficiary, or which causes taxation to Trustee or her estate by virtue of the existence of the power. Trustee's powers are ministerial in nature and are not intended to create or alter substantive rights. The limitations of this paragraph shall not affect the rights of any third person who deals with Trustee.
3. **POWERS OF TRUSTEE: RETAIN TRUST ESTATE:** Trustee shall retain, without liability for loss or depreciation resulting from such retention, the original Trust assets and all other property later transferred, devised or bequeathed to the Trust or Trustee for such time as Trustee shall deem advisable, although such assets and property may not be of the character prescribed by law or by the terms of this Trust for the investment of Trust assets and although it represents a large percentage of all of any Trust; said original property may accordingly be held as a permanent investment.
4. **HOLD UNINVESTED CASH AND UNDERPRODUCTIVE PROPERTY:** Trustee may, for any period(s) deemed advisable to, hold cash (dry powder), un-invested, even though the total amount so held is disproportionate under trust investment law or would not be permitted without this provision, and to retain or acquire and hold underproductive realty or personality.



5. **INVEST AND ACQUIRE:** The Trustee may invest and reinvest Trust assets in any type of property or security or any interests in such property (including co-tenancies and remainders) without regard to the proportion that investments of the type selected may bear to the entire Trust estate, without limitation to the classes of Trust investments authorized by law, and without regard to the possibility that the investments may be in new issues or in new or foreign enterprises, and to write options against long positions. The property acquired may be realty or personalty and may include **life insurance, bonds, debentures, leaseholds, options, easements, mortgages, notes, mutual funds, investment trusts, common trust funds, voting trust certificates, limited partnership interests, MSPs, U.S. Treasury obligations redeemable** at par in payment of Federal Estate Tax, and any class of stock or rights to subscribe for stock, regardless of whether the yield rate is high or low or whether the new asset produces any income at all. It is intended that Trustee shall have the authority to act in any manner deemed in the best interests of the Trust involved, regarding it as a whole, even though certain investments considered alone might not otherwise be proper.
6. **OPEN BANK ACCOUNTS.** Trustee SCOTT PODVIN may open and maintain any bank account in the name of this Trust and any and all trusts created hereby.
7. **OPTIONS, WARRANTS, PUTS, CALLS, AND COMMODITY AND MARGIN ACCOUNTS:** Trustee is specifically authorized, in her discretion, to buy, sell or transfer options, warrants, puts, calls, commodities, futures contracts, repurchase contracts, and to maintain brokerage margin accounts. Likewise, Trustee may grant security interests and execute all instruments creating such interests upon such terms as Trustee may deem advisable.

8. **EXERCISE OPTIONS AND CONVERSION PRIVILEGES:** Trustee may exercise options, rights, and conversion privileges pertaining to any securities held by Trustee as Trust assets.
9. **RECEIVE ADDITIONAL PROPERTY:** Trustee may receive additional property from any source, including the Personal Representative of a Grantor's estate and Trustee or beneficiary of any other trust, by whomsoever created, and to hold and administer this property as part of the Trust estate.
10. **PURCHASE PROPERTY FROM ESTATE OR TRUST:** Trustee may purchase property, real or personal, from Grantor's or a Beneficiary's estate or trust for their benefit upon such terms and conditions, prices and terms of payment as Trustee and the respective Personal Representative or Trustee shall agree upon, to hold the property so purchased in Trust, although it may not qualify as an authorized Trust investment, except for this provision, and to dispose of such property, as and when Trustee deems advisable. Likewise, Trustee may sell property at public or private sale, for cash or upon credit, exchange property for other property, lease property for any period of time and give options of any duration for sales, exchanges or leases. The Trustee may give such warranties or indemnifications as the Trustee may deem advisable.
11. **SELL AND LEASE:** Trustee may sell, convey, grant options to purchase, lease, transfer, exchange or otherwise dispose of any Trust asset on any terms deemed advisable; to execute and deliver deeds, leases, bills of sale, and other instruments of whatever character; and, to take or cause to be taken all action deemed necessary and proper. Any proceeds derived from and generated by the sale of Trust assets shall be considered part of the Trust.

12.**MANAGE REALTY:** Trustee may deal with or contract for the management of commercial and residential real estate and personal property, including oil, gas, air and mineral rights. This authority includes, inter alia, the rights to manage, protect and improve real estate or other property; to raze, alter and make repairs or improvements; to sell or contract to sell real or personal property in whole or in part; to partition it; to change the land use designation; to increase the density limitations; to transfer development rights to or from a Trust asset; to grant options to purchase; to donate Trust assets; to convey Trust assets; to acquire property; to release or grant easements or other rights or interests relating to Trust assets; to dedicate parks, streets, and thoroughfares; to subdivide it; to vacate any subdivision or any part thereof and re-subdivide it from time to time; to convert the form of ownership from rental to ownership or vice versa; to lease it in whole or in part, and to renew, extend, contract for, and grant options in connection with any contract entered into by the Trustee can be made on any terms and for any period, including a period beyond the duration or termination of this Trust and any trust related hereto or connected herewith.

13.**INSURANCE:** Trustee may obtain, carry and maintain any insurance deemed advisable with any insurer against any hazards, including public liability, and to use insurance proceeds to repair or replace the asset insured. In addition, Trustee may carry or purchase life insurance on the life of any Trust Beneficiary, and exercise or release any rights in such policy(ies).

14.**LEND:** Trustee may lend money or provide credit or serve as a guarantor on and subject to any terms deemed advisable; to lend Trust funds to any borrower, including the Personal Representative of Grantor's estate and Trustee or beneficiary of any trust, by whomsoever created; and from time to time to change the terms of

these loans. This authorization includes the power to extend the notes or repayment terms beyond maturity with or without renewal and without regard to the existence or value of any security, and to facilitate payment, to change the interest rate, and to consent to the modification of any guarantee.

15. **BORROW:** Trustee may borrow or obtain whatever credit Trustee deems desirable and reasonable for the Trust, including, for example, the Personal Representative of Grantor's estate, and the Trustee or beneficiary of any other trust, by whomsoever created, and to mortgage, pledge or otherwise encumber as security any assets of the borrowing Trust.

A. **TERM OR DURATION OF OBLIGATION:** Trustee's power includes: extending terms on obligations; amending agreements to include more rigorous or remunerative provisions for enforcement and collection of the payment of any debt, security, or other obligation of or due to the Trust, or any trust related hereto, upon any terms and for any period, including a period beyond the duration or the termination of any or all related trusts.

16. **COMPROMISE OR ABANDON OF CLAIMS:** Trustee may, upon whatever terms Trustee deems advisable, compromise, adjust, arbitrate, sue on, defend, or otherwise deal with any claims, including tax claims, against or in favor of any Trust; to abandon any asset the Trustee deems of no value or of insufficient value to warrant keeping or protecting it; to refrain from paying taxes; assessments, or rents, and from repairing or maintaining any asset; and to permit any asset to be lost by tax sale or other proceeding.

**17.USE OF NOMINEE:** Trustee may hold Trust assets, real or personal, in Trustee's own name, or in the single name of any Co-Trustee, or in the name of any corporation, partnership, or other person as Trustee's nominee for holding the assets, with or without disclosing the fiduciary relationship. A corporate Trustee shall have the power to appoint a Trustee to administer property in any jurisdiction in which it shall fail to qualify.

**18.BID ON OR TAKE OVER WITHOUT FORECLOSURE:** The Trustee may foreclose any mortgage, to bid on the mortgaged property at the foreclosure sale or acquire it from the mortgagor (or mortgagee) without foreclosure, and to retain it or dispose of it upon any terms deemed advisable.

**19.PAY OFF ENCUMBRANCES AND COMPROMISE CLAIMS AND DEBTS:** Trustee may pay off and satisfy any encumbrance on any Trust asset; and to invest additional amounts to preserve such assets or to increase its/their productivity. Rather than simply paying off and satisfying an errant debt, instead the Trustee may compromise claims or debts and abandon or demolish any property which Trustee shall determine to be of little or no value.

**20.VOTE STOCK:** Trustee may vote stock for any purpose in person or by proxy, to enter into a voting trust, and to participate in corporate activities related to a trust in any capacity permitted by law, including service as officer or director. The stocks, units or shares of the companies shall be in the Trust's name.

**21.PARTICIPATE IN REORGANIZATION:** Trustee may unite or enter into strategic business alliances with other business(es) or owners of property so as to expedite a resolution, including, inter alia, foreclosure, lease, sale, incorporation, dissolution, liquidation, re-incorporation, reorganization, or readjustment of the capital or financial structure of any association or corporation in which any Trust has a financial interest. Trustee may also serve as a member of any

protective committee; deposit Trust securities in accordance with any plan agreed upon; pay any assessments, expenses, or other sums deemed expedient for the protection of the intended beneficiaries interests; and to receive and retain as Trust investments any new securities issued pursuant to the plan, even though these securities would not constitute authorized Trust investments without this provision. The Trustee may join in any merger, reorganization, voting-trust plan or other concerted action of security holders and delegate discretionary powers (including investment powers) in entering into the arrangement.

**22. TAX ELECTIONS AND ALLOCATIONS.** Trustee may make all tax elections and allocations Trustee considers appropriate, including, inter alia, any election to treat this revocable Trust as part of Grantor's estate for income tax purposes, even though Trustee may have an interest affected by the election, except where Trustee is prohibited from participating in the election by another provision of this Agreement. Provided, however, this authority is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. Tax elections and allocations made in good faith shall not require equitable adjustments.

**23. EMPLOYMENT OF ASSISTANTS AND AGENTS:** The Trustee may, to any extent reasonably necessary, employ, retain or engage attorneys-at-law, accountants, financial planners, brokers, investment advisors, realtors, managers for businesses or farms, technical consultants, attorneys-in-fact, agents and any other consultants and assistants Trustee deems advisable for the proper administration of this Trust and any trusts related hereto or created hereby.

**24. ESTABLISHMENT AND MAINTENANCE OF RESERVES:** Trustee may set aside and maintain reserves out of the rents, profits, or other

gross income received to the extent deemed advisable to meet present or future expenses, including taxes, assessments, impositions, insurance premiums, debt amortization payments, repairs, improvements/depreciation, obsolescence, general maintenance and reasonable compensation for services, including services of professional and other employees, as well as to provide for the effects of fluctuations in gross income and to equal or applied to payments for the benefit of beneficiaries entitled to receive income.

25. **CARRY ON BUSINESS:** Trustee may with respect to any business that may be or become a part of this Trust whether organized as a sole proprietorship, limited partnership, partnership or corporation, upon such terms, for such time, and in such manner as Trustee deems advisable:

- a. To hold, retain and continue to operate such business solely at the risk of the Trust estate and without liability on Trustee's part for any resulting losses.
- b. To incorporate, dissolve, liquidate, or sell or acquire such business at such time and upon such terms as Trustee deems advisable. In this regard, Trustee's decision may be based upon qualified appraisal; and Trustee shall not be obligated to seek other offers in contracting for sale to any person including another shareholder, trust or beneficiary.
- c. To borrow money or obtain credit for business purposes and to mortgage, pledge or otherwise encumber the assets of the Trust to secure any such loan or line of credit.
- d. To engage in the redemption of stock and take such actions as are necessary to qualify the redemption under Sections 302 or 303 of the IRC and the applicable requirements of state law.

e. To create a special lien for the payment of deferred death taxes under 6324 IRC, or similar provisions of state law.

f. To create, continue, or terminate an S-Corporation election.

**26. DEALINGS WITH THE TRUSTEE.** Any person who deals in good faith with Trustee shall deal only with Trustee and shall presume that Trustee has full power and authority to act. No person shall require court confirmation or the approval of a beneficiary for any transaction with Trustee. Trustee's signature shall bind the interest of the Trust beneficiary, including, inter alia, the Grantor, and no person need see the application of any property delivered to Trustee.

**27. COMPENSATION OF TRUSTEE.** Any Trustee who is also a Beneficiary hereunder shall serve without compensation for his or her services except that Trustee shall be reimbursed for reasonable expenses incurred in the administration of the Trust. Any Trustee not a Beneficiary hereunder shall receive as compensation for its services, unless waived, such amount of compensation as is customarily being charged by commercial trust companies for services as a trustee of an inter vivos trust in the State of Florida

**28. BOND AND QUALIFICATIONS.** No bond shall be required of the Trustee or any Successor Trustee. The Trustee and any Successor Trustee shall not be required to qualify in any court and are relieved of filing of any document and accounting in any court.

**29. SUCCESSOR TRUSTEE(S).** No Successor Trustee shall be responsible for acts of any prior Trustee. In the event a Trustee is unable to serve or continue to serve as Trustee for any reason and no successor has accepted, the Successor Trustee shall be elected in writing by any of the persons who have previously served as Trustee, with preference in the making of such appointment being determined in the same order of their succession as Trustee. If no appointment exists or has been made, the Successor Trustee shall be elected in writing by the majority in



interest in the income of the Trust. No person shall be required to apply to any court in any jurisdiction for confirmation of said appointment. Any Successor Trustee so elected shall either be an issue of Grantor or a corporate trustee qualified to exercise Trust powers.

**30. REMOVAL OF SUCCESSOR TRUSTEES.** In the event a Successor Trustee is administering the Trust or any trust created hereunder, Successor Trustee may be removed by the last individual to serve as Trustee; however, if that person is deceased or incapacitated, the Successor Trustee may be removed by a majority vote in interest in Trust income. Said removal must be in writing, stating the reasons for removal and indicate the Successor Trustee, which must be a corporate trustee. Removal of a Successor Trustee shall be permitted only for the convenient administration of the Trust. For example, a Successor Trustee may be removed in order to transfer administration to the place of residence of a primary beneficiary, or because of mismanagement of Trust funds, or because of excessive fees, or because of lack of attention to Trust matters, or other such reason. Removal shall not be permitted for the purpose of influencing the exercise of discretion of a Successor Trustee which is granted by this instrument. For example, removal of a Successor Trustee that refuses to make a discretionary invasion of principal shall not be allowed. Removal of a Successor Trustee shall be effective upon delivery of the notice of removal and the removed Trustee shall have a reasonable period of time to transfer assets to its successor. In the event the Successor Trustee believes that its removal is improper, it may, but shall not be required to, apply to a court of competent jurisdiction, at its expense, for a declaration of the propriety of the removal. In that event, the removal shall be effective only upon the issuance and entry of an order by said court and after any appeal. In the event the Successor Trustee prevails it shall be entitled to reimbursement from the Trust for its reasonable costs and attorney's fee.

**31.DELEGATION.** Trustee may delegate any management function of the Trust to any other Successor Trustee (even though the Successor Trustee is not then serving as Trustee) upon such terms as may be agreed by the Trustees. In the event more than one Trustee is serving, Trust assets may be held in the name of one Trustee.

**32.LIMITED POWER TO AMEND.** Trustee may amend this Trust to create or renounce management powers as may be required to facilitate the convenient administration of this Trust, deal with the unexpected or the unforeseen, or avoid unintended or adverse tax consequences. The amendment shall be in writing and shall be consented to by Grantor, if not then deceased or incapacitated, or the intended beneficiaries of the Trust. The amendment may be retroactive. This limited power may only be exercised to provide for the convenient administration of the Trust; and shall not affect the rights of any beneficiary to enjoy Trust income or principal without his consent, shall not alter the dispositive provisions of any Trust, and shall not be exercisable in such a manner as to create gift, estate, or income taxation to Trustee or any beneficiary. No amendment shall affect the rights of third persons who have dealt or may deal with Trustee without their consent.

## **ARTICLE VII**

### **Revocability of Trust & Rights Reserved**

Grantor reserves the following rights, each of which may be exercised whenever and as often as Grantor may so desire in its absolute discretion:

A. **Amend or Revoke.** Grantor reserves the right by an acknowledged instrument in writing to revoke or amend this Trust or any trust hereunder.

B. **Remove and Appoint Trustees.** Grantor reserves the right to remove any Trustee and appoint substitute, additional or successor Trustees.

C. **Approve Investment Decisions.** Grantor reserves the right to

approve (and/or veto) Trustee's investment decisions and Grantor's approval shall bind all other intended beneficiaries.

D. **Approve Trustee's Conduct.** Grantor has the right from time to time to approve Trustee's conduct (whether in connection with an accounting by Trustee or without an accounting), and Grantor's approval shall bind all other intended beneficiaries.

E. **Insurance Policies.** All rights Grantor may have as the owner of any insurance policies payable to the Trustee.

## **ARTICLE VIII**

### **MANIFESTATION OF TRUSTEE'S ACTIONS**

When Trustee takes action that is authorized hereunder and such action does not involve the participation of another person with respect to such action, that Trustee may (but shall not be required to) execute, within a reasonable time of taking such action, an acknowledged, written instrument describing the action taken, which instrument shall be maintained with the trust records and either filed in the court having jurisdiction over the trust or delivered to one or more of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal of such trust or, if there is no such beneficiary, to one or more of the parent(s), guardian(s) of the person, conservator(s) or committee of the minor or incompetent Beneficiaries then eligible or entitled to distributions of income or principal of such trust. Failure to execute or to file or deliver the instrument shall not make the action taken by a Trustee void, voidable or ineffective, and Trustee or Trustees, as the case may be, shall not be subject to any liability or surcharge for failure to document such action.

## **ARTICLE IX**

### **ADMINISTRATIVE PROVISIONS**

(A) **CARRYING SEVERAL TRUSTS AS ONE ESTATE.** To the extent that division of the Trust Fund is directed, Trustee may administer any Trust physically

undivided until actual division becomes necessary. Further, Trustee may add assets of the Trust for any Beneficiary to any other trust for such Beneficiary having substantially the same provisions for the disposition of Trust income and principal, whether or not such trust is created by this Trust Agreement. Trustee may commingle assets of several trusts for the same Beneficiary, whether or not created by this Trust Agreement, and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and to allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several trusts as a single estate shall not defer the vesting of any whole or fractional share of a trust for its Beneficiary at the times specified.

- (B) **MERGER/REPRESENTATION.** The doctrine of merger shall not apply to any interests under any Trust. In any Trust matter a beneficiary whose interest is subject to a condition (such as survivorship) shall represent the interests in the Trust of those who would take in default of said condition. The members of a class shall represent the interests of those who may join the class in the future (e.g. living issue representing unborn issue). The legal natural guardian of a person under a legal disability shall represent the interests of the disabled person.
- (C) **ALLOCATION TO PRINCIPAL AND INCOME.** All receipts of money or property paid or delivered to Trustee and all expenses may be allocated to principal or income in accordance with the laws of the State of Florida or any other state in which the Trust is being administered. However, the Trustee, in a reasonable and equitable manner, shall have the discretion to allocate, in whole or in part:
1. Administration expenses to income or principal;
  2. Trustee's fees to income or principal;
  3. To income, any expense of the administration of the Trust or its assets which is deductible for Federal Income tax purposes.

4. To income, the gains or losses from option trading, and capital gains distributions from utility shares, on mutual funds, or tax managed funds; and
  5. To income or principal, distributions from qualified or non-qualified pension plans, profit sharing plans, IRA accounts or deferred compensation arrangements.
- (D) **PROHIBITION OF ALIENATION.** No income or principal beneficiary of any Trust shall have any right or power **to anticipate, pledge, assign, sell, transfer, alienate or encumber his or her interest in the Trust, in** any way whatsoever. No interest in any Trust shall, in any manner, be liable for or subject to the debts, liabilities or obligations of such beneficiary or claims of any sort against such beneficiary.
- (E) **SMALL TRUST TERMINATION.** If, at any time, any Trust shall be in the aggregate principal value of Ten Thousand Dollars (\$10,000.00) or less, the Trustee may, in her sole discretion, terminate such Trust and distribute the assets to the beneficiary or beneficiaries, the share of each being in the same proportion as he or she is a beneficiary under the terms of the Trust.
- (F) **DISCLAIMER-** Any beneficiary of any Trust shall have the right to disclaim his or her interest in said Trust. Said disclaimer may become effective when in compliance with the requirements of the laws of any jurisdiction in which any Trust may be administered. Alternatively, Trustee may act upon any written disclaimer of any interest, in whole or in part, in any Trust. In the event any beneficiary is incapacitated, Trustee may accept the disclaimer of a legal or natural guardian of said beneficiary; and if no such guardian exists, Trustee acting on behalf of the beneficiary, shall have the power to disclaim all or a part of the property passing to said Trust.
- (G) **ELECTIONS.** Trustee and the Personal Representative of the Grantor's estate will have various options in the exercise of discretionary powers, some of which being limited only by the requirement that the Trustee and the Personal Representative act in good faith and within the bounds of their fiduciary duty. Specifically, Trustee or Personal

Representative may make certain elections for Federal Income Tax and Estate Tax purposes which may affect the administration of Trust income or principal. Trustee or Personal Representative may exercise any such discretion without incurring liability to any beneficiary, nor shall any beneficiary have the right to demand a reallocation or redistribution of Trust income or principal as a result of the proper action of the Trustee or Personal Representative,

(II) **CERTAIN DISTRIBUTIONS.** Trustee shall have the following options with regard to the distribution of principal or income to or for a beneficiary. The Trustee may distribute such principal or income:

1. Directly to the beneficiary such amounts as Trustee may deem advisable as an allowance;
2. To the Guardian of the person or of the property of the beneficiary.
3. To a relative of the beneficiary upon the agreement of such relative to expend such income or principal solely for the benefit of the beneficiary, which agreement may include a custodianship under the Uniform Transfers (or Gift) to Minors Act of any state.
4. By expending such income or principal directly for the beneficiary. After making a distribution, as provided above, Trustee shall have no further obligation regarding the distribution.

(I) **USE OF RESIDENCE.** Trustee may purchase, lease or hold a residence to be occupied by the income beneficiary of any Trust (and/or her family) without rent, and the expense of maintaining the residence may be borne exclusively by the Trust, the beneficiary, or partly by each, as the Trustee may deem proper.

- (J) **DESIGNATION OF BENEFICIARY.** Trustee shall act upon any written designation of a beneficiary by Grantor for qualified plan or IRA benefits made payable to this Trust by distributing the right to receive such benefits to the designated beneficiary. If no such designation exists the Grantor gives the Trustee the power, on behalf of the Grantor, to distribute the right to receive such benefits as a part of the share otherwise to be distributed to any beneficiary, and such person shall be the Grantor's designated beneficiary. It is intended that the operation of this paragraph qualify under the requirements of 401(a) (9) and 408(a) (6) IRC and it shall be interpreted in all regards in accordance with this intent.

**The intended beneficiaries of this Trust are: SCOTT L.  
PODVIN, ALLISON L. PODVIN AND BRAD T. PODVIN.**

- (K) **INVESTMENT ADVISOR.** GRANTOR or any person then having the power to remove and replace a corporate Trustee shall have the right to appoint an investment advisor who is duly registered with the Securities Exchange Commission. Such appointment shall be in writing effective upon delivery to the corporate Trustee. Upon receiving such appointment, the corporate Trustee shall follow such investment directions regarding such Trust assets the investment advisor reasonably advises. During such time as an investment advisor is acting, the corporate Trustee shall have absolutely no liability for investment decisions which have been delegated to the investment advisor. Such appointment shall not cause the reduction of the fees charged by the corporate Trustee, nor shall it create any new liabilities of the corporate

Trustee without its consent. The corporate Trustee may enter into such written agreements with the investment advisor or the person appointing the investment advisor as may be appropriate to carry out the intent of this paragraph.

- (L) **Maximum Duration for Trusts.** Notwithstanding anything contained in this instrument to the contrary, none of the Trusts created under this instrument shall extend beyond that period of time beginning with Grantor's death and ending on the first to occur of the following: (1) the death of the last to die of all of Grantor's descendants ever living or (2) three-hundred-sixty (360) years after Grantor's death. Upon such termination, the entire principal of each Trust, together with any undistributed income earned or accruing thereon, shall vest and shall be distributed to such one or more of the class consisting of those persons entitled or eligible to receive distribution of income if made, whether discretionary or not, in such proportions, including all to one to the exclusion of the others, as Trustee (excluding, however any Interested Trustee), in the exercise of absolute discretion, shall determine. Each share shall be distributed to the beneficiary at the time of vesting, with any distribution of a share for a minor to be pursuant to the Article titled **Payments to Minor (see below).**

- (M) **Payments to Minors.** Whenever income or principal becomes distributable to a person under twenty-one (21) years of age (described herein as the "Minor" regardless of the actual legal age of majority) for any reason, Trustee may make the distribution in any way in which the Trustee shall deem appropriate, including (but not limited to) those



enumerated in this Article and that will not be inconsistent with the qualification of any marital trust for the Federal estate tax marital deduction, to the extent so elected:

- (N) **Distribution to Trust.** Trustee may hold the property in a separate trust for the Minor until the Minor attains twenty-one (21) years of age. The Trustee may distribute to the Minor as much of the net income and/or principal of the trust as the Trustee may at any time and from time to time determine, for any purpose, annually adding to principal any undistributed net income. When the Minor reaches twenty-one (21) years of age, Trustee shall distribute the property to the Minor. If the Minor dies before reaching twenty-one (21) years of age, then upon the Minor's death, the Trustee shall distribute the property as follows: first, to the Minor's descendants surviving the Minor, per stirpes and the remaining 50% to the other surviving beneficiary; next, if the Minor was a grandchild or more remote lineal descendant of the Grantor, to the descendants then living, per stirpes, of the Minor's nearest ancestor who was a descendant of the Grantor with descendants then living, or in default thereof or if the Minor was a child of the Grantor; and then to the Grantor's descendants then living, per stirpes.
- (O) Any trust under this section entitled "Distribution to Trust" shall terminate upon the expiration of the Maximum Duration for Trusts as defined elsewhere in this Agreement, and the remaining trust property shall be distributed to the Minor in one of the other ways authorized in this Article.

- (P) **Distribution to Custodian.** Trustee may distribute the Trust property to a custodian under any state's version of the Uniform Transfers (or Gifts) to Minors Act, including a custodian selected by Trustee. The Trustee may select any age for termination of the custodianship permitted under the Act, giving due consideration to selecting twenty-one (21) years of age.
- (Q) **Distribution to Donee of a Power during Minority.** Trustee may distribute the Trust property or any portion thereof, rights thereto, interests therein or power to anyone serving as Trustee under this Trust Agreement, in a manner so that it then vests in the Minors, to hold the same as donees of a power during minority, such donees to have all the powers of Trustee (including the power to apply the property for the benefit of the Minors) and to be compensated, as if the property were a separate trust, but with no duty to account to any court periodically or otherwise.
- (R) **Distribution to a Guardian of a Minor's Property.** Trustee may distribute Trust assets to a Guardian of the Minors' estates.
- (S) **Distribution to a Minor's Parent.** Trustee may distribute the Trust property or any interest therein, rights thereto and power over such Trust assets to a parent of the Minors even if the parent does not assume any formal fiduciary capacity concerning the property. Distributions shall be made to a parent of a beneficiary only if the parent either (i) is a descendant of the Grantor, or (ii) was married to a descendant of the Grantor at the date of death of the descendant of the Grantor who was the spouse of the parent to receive the distribution.

- (T) **Distribution Directly to a Minor.** Trustee may distribute the Trust assets or any rights thereto, interests therein, or power over such Trust property directly to the Minor if the Minor(s) has attained fourteen (14) years of age and Trustee determines that the Minor(s) has/have the practical capacity to own the type and amount of property in question.
- (U) **Exoneration of Fiduciary for Distributions for Minor.** Trustee shall be free from any liability or responsibility for the subsequent disposition of the Trust property if it is distributed in one of the ways specified in this Article.
- (V) **SUCCESSORS AND ASSIGNS.** This Trust Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- (W) **FLORIDA LAW.** This Trust Agreement shall be construed and regulated in all respects by the laws of the State of Florida. In the event any Trust or asset is being administered in another state, this Trust may be regulated by the laws of such state if required to avoid excessive administrative expense, or to uphold the validity of any of the terms of this Trust.
- (X) **TRUSTEE AND TRUST.** The term "Trustee" refers to the single, multiple and Successor Trustee, who at any time may be appointed and acting in a fiduciary capacity under the terms of this Trust Agreement. Where appropriate, the term "Trust" refers to any trust created by this Trust Agreement.
- (Y) **GENDER SINGULAR AND PLURAL.** Where appropriate, words of the masculine gender include the feminine and neuter; words of the

feminine gender include the masculine and neuter; and words of the neuter gender include the masculine and feminine, where appropriate, words used in the plural or collective sense include the singular and vice-versa.

(Z) **IRC.** The term "IRC" refers to the Internal Revenue Code and its implementing regulations.

(AA) **SERVE OR CONTINUE TO SERVE.** A person cannot "serve or continue to serve" in a particular capacity if they are incapacitated, deceased, have resigned, or are removed by a court of competent jurisdiction.

(BB) **ISSUE.** The term "issue", unless otherwise designated herein, shall include adopted "issue" of descendants and lineal descendants, both natural and legally adopted indefinitely. Such term shall specifically exclude individuals adopted out of the family of the Grantor or out of the family of a descendant of the Grantor. The word "living" shall include unborn persons in the period of gestation.

(CC) **Accountings and Other Proceedings.**

1. Grantor directs that a trust hereunder be subject to independent administration with as little court supervision as the law allows. Trustee shall not be required to render to any court annual or other periodic accounts or any inventory, appraisal or other returns or reports except as required by applicable state law.
2. Trustee shall take such action for the settlement or approval of accounts at such times and before such courts or without court proceedings as the Trustee shall determine.
3. Trustee shall pay the costs and expenses of any such action or proceeding, including (but not limited to) the compensation and

expenses of attorneys and guardians out of the corpus of the Trust. The Trustee shall not be required to register any trust hereunder.

4. Grantor directs that, in any proceeding relating to a trust hereunder, service upon any person under a legal disability need not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability. The person under the disability shall nevertheless be bound by the results of the proceeding. The same rule shall apply to non-judicial settlements, releases, exonerations and indemnities.

5.

(DD) **Waiver of Bond.** No Trustee shall be required to give or obtain a bond or other security in any jurisdiction and, if despite this exoneration a bond is nevertheless required, no sureties shall be required.

(EE) **Trustee Powers.** Trustee may, without prior authority from any court, exercise all powers conferred by this Trust Agreement or by common law or by any fiduciary powers act or other statute of the State of Florida or any other jurisdiction whose law applies to the Trust. Trustee shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Trust Agreement, these powers shall extend to all property held by the Trustee until actual distribution of the property. The specific powers of the Trustee shall include each and every one of the following:

1. **Allocate Gain to Income.** Trustee may allocate any capital gain recognized by any trust hereunder to accounting income, which allocation shall be evidenced by the execution by Trustee of an instrument in writing and kept with the records of the Trust.
2. **Negating Power of Appointment for Interested Trustee as Beneficiary.** Notwithstanding any other provision of this Trust Agreement, no Interested Trustee who is also a beneficiary of any trust created hereunder shall ever participate as Trustee of that trust in (a) the exercise, or decision not to exercise, any discretion over beneficial payments, distributions, applications, uses or accumulations of income or principal by Trustee to or for any beneficiary other than pursuant to an ascertainable standard, if any, expressly set forth and authorized in this Trust Agreement, or (b) the exercise of any general power of appointment described in Code Sec.

2041 or 2514 (but this shall not apply to a general power of appointment, if any, granted in a non-fiduciary capacity). If any Trustee is under a duty to support a beneficiary or is acting as a guardian, conservator, or similar fiduciary of any person who is a beneficiary, such Trustee shall not participate in the exercise, or decision not to exercise, any discretion over beneficial payments, distributions, applications or uses of trust property in discharge of any obligation of support. No Trustee shall participate in the exercise of any discretion -- including, but without limitation, any discretion which would constitute an "incident of ownership" within the meaning of Code Sec. 2042(2)) with respect to any insurance policy on his or her life held hereunder. In each case, the determination of the remaining Trustee or Trustees shall be final and binding upon the beneficiaries of such trust. In addition, no individual shall have any power of appointment over or power to direct the beneficial enjoyment of the fractional share of any trust hereunder consisting of disclaimed property, including any accumulated income of that share, unless such power to direct the beneficial enjoyment is limited by an ascertainable standard.

3. **Division and Distribution of Trust Fund Assets.** Trustee may divide and distribute the assets of the Trust Fund in kind, in money, or partly in each, without regard to the income tax basis of any asset and without the consent of any beneficiary. The decision of the Trustee in dividing any portion of the Trust Fund between or among multiple beneficiaries shall be binding on all persons.
4. **Determinations About Property.** Trustee may determine what property is covered by general descriptions contained in this Agreement.
5. **Investment Responsibility.** Trustee may retain any property originally owned by the Grantor and invest and reinvest in all forms of real and personal property, whether inside or outside the United States, including, without limitation, common trust funds of a corporate Trustee, mutual funds, partnerships (including a partnership in which a Trustee is a partner) and other forms of joint investment (which may but need not be managed by, advised by or affiliated with a Trustee), without regard to any principle of law limiting delegation of investment responsibility by the Trustee.

6. **Borrowings.** The Trustee may borrow from anyone, even if the lender is a Trustee under this Agreement, and may pledge property as security for repayment of the funds borrowed, including the establishment of a margin account. No Trustee shall be personally liable for any such loan, and such loan shall be payable only out of assets of the trust.
7. **Distributions in Cash or Kind.** Trustee may, without the consent of any beneficiary, distribute in cash or in kind, and allocate specific assets in satisfaction of fractional shares or pecuniary sums among the beneficiaries (including any trust) in such proportions, not necessarily pro rata, as the Trustee may determine, even though Trustee has an interest affected by the distribution and even though different beneficiaries entitled to the same sum or share may thereby receive different mixes of assets, possibly with different income tax bases, as long as the fair market value of property on the date of distribution is used in determining the extent to which any distribution satisfies a sum or share.
8. **Application of Property.** Trustee may apply to the use of any individual, any property whether principal or income, that otherwise would or could be distributed directly to such individual.
9. **Improvements to Property.** Trustee may, with respect to any real property: (i) partition, subdivide or improve such property and enter into agreements concerning the partition, subdivision, improvement, zoning or management of any real estate in which a trust hereunder has an interest and impose or extinguish restrictions on any such real estate; (ii) sell, exchange, lease for any period, mortgage, alter or otherwise dispose of such property and execute any instrument necessary to do that; and (iii) charge to principal the net loss incurred in operating or carrying non-income producing real property.
10. **Acquisition and Maintenance of Real Property.** Trustee may acquire, lease, hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any one or more of the beneficiaries of any trust whenever that action is consistent with the terms of that trust, and, if the Trustee shall determine that it would be in the best interests of the beneficiaries of that trust (and consistent with the term of that trust) to maintain a residence for their use but that the residence owned/leased by that Trust should not be used for such purposes, the Trustee may sell or terminate the lease for said residence and apply the net proceeds of

sale to the purchase or lease of such other residence or make such other arrangements as the Trustee shall deem suitable for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of that trust and thereafter held, administered and disposed of as a part thereof. Trustee may pay all carrying charges of such residence, including, but not limited to, any taxes, lease payments, assessments and maintenance thereon, and all expenses of and for the repair and operation thereof, including the employment of household employees (including independent contractors) and other expenses incident to the running of a household for the benefit of the beneficiaries of that trust. Without limiting the foregoing, Trustee may permit any income beneficiary of any trust created hereunder to occupy any real property or use any personal property forming a part of that trust on such terms as the Trustee may determine, whether rent free or in consideration of payment of taxes, insurance, maintenance and ordinary repairs or otherwise. In the case of any trust created under this Trust Agreement that qualifies for the marital deduction, such occupancy shall be rent free and any other condition shall be consistent with the intention that the sole surviving Grantor have that degree of beneficial enjoyment of the trust property during life which the principles of the law of trusts accord to a person who is unqualifiedly designated as the life beneficiary of a trust, so that the sole surviving Grantor's interest is a qualifying income interest for life for purposes of the marital deduction.

**11. Acquisition and Maintenance of Personal Property.** Trustee may acquire, hold and maintain as a part of each trust hereunder any and all articles of tangible personal property or any other property whether productive, underproductive or unproductive of income, and without any duty to convert such property to productive property, subject, however, to any right of the Grantor's Husband to demand that any property held in a trust for him be made productive and pay the expenses of the repair and maintenance of such property, and sell such property and apply the net proceeds of sale to the purchase of such other property as the Trustee deems suitable for the purpose.

**12. Hold Trusts as Combined Fund.** Trustee may hold two or more trusts hereunder as a combined fund (allocating ratably to such trusts all receipts from, and expenses of, the combined fund) for convenience in



investment and administration, but no combination of trusts for this purpose may alter their status as separate trusts.

**13.Consolidation of Trusts.** Trustee may consolidate any trust for a descendant with another trust having identical terms and the same Trustee (whether or not under this Trust Agreement) and administer the two as one trust, provided that each portion of the consolidated trust shall terminate and vest in possession no later than the date required for the separate trust from which it came.

**14.Division of Trusts.** Trustee may divide any trust into two or more separate trusts and administer them as separate trusts, either before or after the trust is funded, to enable the OST Exemption to be allocated separately to one of the trusts, to enable the election under Code Sec. 2652(a)(3) to be made separately over one of them or otherwise to make possible a separate trust with a zero inclusion ratio because the trusts have different transferors for OST purposes or for any other tax or non-tax purpose. Any such division shall be by fractional shares and each share shall participate pro rata in income, appreciation and depreciation to the time of division. Any relevant pecuniary amount (such as the obligation to pay an annuity, or the right to withdraw that amount referred to in Code Sec. 2514(e)(1) (currently, Five Thousand US Dollars (\$5,000)) shall be applied to the separate trusts based on the fractional shares into which they are divided.

**15.Loans.** Trustee may make loans to buy property from, and generally have the power to make contracts with, Grantor's estate or the trustee of any trust subject to any wealth transfer tax upon deaths, regardless of the fact that one or more or all of the persons serving as Trustee hereunder are also serving as a selling or borrowing or otherwise contracting Personal Representative or Trustee; provided that such loans shall be for adequate interest and shall be adequately secured, and such purchases shall be for the property's then fair market value.

**16.Reliance upon Advice.** Trustee may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisors and employ agents, clerks and other employees and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

**17.Additions to Trust.** Trustee may accept or decline to accept additions from any source; provided, however, that Trustee may not

accept additions of property in which any beneficiary or trustee, other than Grantor has an ownership interest. Any such property other than cash shall be returned upon demand to the transferor, together with any income earned on that property. If any such cash is deposited into the account of any trust or otherwise used for trust purposes, that amount shall be repaid to the transferor by the Trustee on demand, together with interest thereon at the Applicable Federal Rate, as determined and defined in accordance with IRC Sec. 7872(e)(1)(A).

**18.Division of QTIP Property.** If the Trustee makes the so-called QTIP Election under IRC Sec. 2056(b)(7) over a portion (but less than all) of any property passing to a trust hereunder, Trustee is authorized to divide such property as to which the election was made and the portion as to which it was not made in the manner prescribed by Treas. Reg. §20.2056(b)- 7(b) or any successor Regulation. Those shares shall be held and administered by the Trustee as separate trusts with identical terms, so that one of said trusts is entirely subject to said election and the other is not subject to it. However, the Trustee may manage and invest such separate trusts *in solidi*. One of the purposes in authorizing such division is to enable the separate allocation of GST exemption to one or both of said trusts.

**19.Administration of Multiple Trusts.** Whenever two trusts created under this Agreement are directed to be combined into a single trust (for example, because property of one trust is to be added to the other trust), whether or not the trusts have different inclusion ratios with respect to any common transferor or have different transferors for generation-skipping transfer tax purposes, the Trustee is authorized, instead of combining said trusts, to administer them as two separate trusts with identical terms in accordance with the provisions that would have governed the combined trusts. However, Trustee may manage and invest such separate trusts *in solido*. If anyone (for example, the Grantor) adds or is deemed to add by gift or bequest property to a trust created under this Agreement, Grantor authorizes the Trustee to hold the added property as a separate trust with terms identical to the trust to which it would have been added and the Trustee may manage and invest such separate trusts *in solido*.

**20.Combining Trusts.** Trustee is authorized to combine any one or more trusts with identical terms for an identical beneficiary or beneficiaries

created under this Agreement as a single trust. Trustee is also authorized later to divide such trust as provided above in this paragraph. Without in any way limiting the discretion of Trustee granted by this paragraph, Grantor envisions that Trustee will not elect to combine two or more trusts with different inclusion ratios for generation-skipping transfer tax purposes.

A. ADDITIONAL GENERAL PROVISIONS REGARDING FIDUCIARIES.

1. "Interested Trustee" means, for any trust a Trustee who is (i) a transferor of property to the trust, including a person whose qualified disclaimer resulted in property passing to the trust; or (ii) a person who is, or in the future may be, eligible to receive income or principal pursuant to the terms of the trust. A Trustee described in (i) is an Interested Trustee only with respect to the transferred property (including income and gain on, and reinvestment of such property). A person is described in (ii) even if he or she has a remote contingent remainder interest. A Trustee who is not an Interested Trustee is a "Disinterested Trustee."
2. Under this Trust Agreement, if two or more separate trusts with the same beneficiaries and same terms are created, either by direction or pursuant to the exercise of discretion, Grantor intends that the separate trusts may, but need not, have the same investments and follow the same pattern of distributions. Trustee's powers shall be exercisable separately with respect to each trust.
3. Except to the extent, if any, specifically provided otherwise in this Trust Agreement, references to Trustee shall, in their application to a trust hereunder, refer to all those from time to time acting as Trustees of that trust and, if more than two Trustees are eligible to act on a given matter, they shall act by majority. In the exercise of discretion over distributions, where this Trust Agreement provides that certain Trustees may participate in distributions limited by an ascertainable standard while a different set of Trustees may participate in distributions "for any purpose," and if the two sets of Trustees (each acting by its own majority) want to distribute the same item of income or principal to different recipients, the distribution desired by the set of Trustees participating in distributions "for any purpose" shall prevail.

4. Individual Trustees shall receive compensation in accordance with the law of the State of Florida in effect at the time of payment, unless the Trustee waives compensation. A corporate Trustee shall be compensated by agreement with the individual Trustee or, in the absence of such agreement, in accordance with its fee schedule as in effect at the time of payment. Grantor authorizes a corporate Trustee to charge additional fees for services it provides to a trust hereunder that are not comprised within its duties as Trustee; for example, a fee charged by a mutual fund it administers in which a trust hereunder invests, a fee for providing an appraisal or a fee for providing corporate finance or investment banking services. Grantor also recognizes that a corporate Trustee may charge separately for some services comprised within its duties as Trustee; for example, a separate fee for investing cash balances or preparing tax returns. Such separate charges shall not be treated as improper or excessive merely because they are added on to a basic fee in calculating total compensation for service as Trustee.
5. No Trustee shall be liable to anyone for anything done or not done by any other Trustee or by any beneficiary.
6. The fact that a Trustee is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through a corporate Trustee or through any firm of which a corporate or individual Trustee is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like, and property of a trust hereunder may be invested in individual securities, mutual funds, partnerships, private placements or other forms of investment promoted, underwritten, managed or advised by a Trustee or such a firm.
7. Trustee may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel a pay investment counsel reasonable compensation in addition to fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.
8. Trustee may, but need not, favor retention of assets originally owned by Grantor.

9. The fact that a Trustee (or a firm of which a Trustee is a member or with which a Trustee is otherwise affiliated) renders legal or other professional services to a trust hereunder shall not be deemed a conflict of interest, and the Trustee may pay fees for such services to such Trustee or firm without prior approval of any court or any beneficiary and whether or not there is a Co-Trustee to approve such payment. An attorney or other Trustee who also renders professional services shall receive full compensation for both services as Trustee and the professional services rendered, except as specifically limited by law.
10. No state law restraint on acts of self-dealing by a fiduciary shall apply to a Trustee who is Grantor or a descendant of the Grantor, except to the extent (but only to the extent) such restraint may not be waived under applicable local law by a governing instrument. Except when prohibited by another provision of this Trust Agreement, such Trustee may enter into transactions on behalf of a trust in which that Trustee is personally interested so long as the terms of such transaction are fair to the trust. For example, such a Trustee may purchase property from the trust at its then fair market value without court approval.
11. If Grantor has given Trustee discretion concerning distributions of income or principal, that discretion shall be absolute and uncontrolled, and subject to correction by a court only if the Trustee should act utterly without reason, in bad faith or in violation of specific provisions of this Agreement. If Grantor has set forth general guidelines (as opposed to directions or dollar limits) for Trustee in making distributions, those guidelines shall be merely suggestive and shall not create an enforceable standard whereby a distribution could be criticized or compelled. It is Grantor's strong belief that Trustee will be in the best position to interpret and carry out the intentions expressed herein under changing circumstances. This paragraph shall not, however, apply to any standards framed in terms of health, education, maintenance and support (including support in an accustomed manner of living) as those words shall create an ascertainable standard for Federal tax purposes when applied to a Trustee's power or a power held individually, although even in those cases the holder of the power shall have as much discretion as is consistent therewith. An Interested Trustee who is

otherwise authorized to make distributions to himself or herself subject to an ascertainable standard may exercise such discretion, notwithstanding any contrary rule of law, unless such authorization would cause the Trust property to be subject to the claims of the creditors of such Interested Trustee.

12. Notwithstanding any other provisions of this Agreement to the contrary, each Trustee is prohibited from making, voting on or otherwise participating in any discretionary distribution of income or principal from a trust that would discharge or substitute for a legal obligation of that Trustee, including the obligation to support a beneficiary of the trust. Further, notwithstanding any other provision of this Agreement, any Trustee authorized to distribute income or principal for his or her own health, education, maintenance and support, in his or her accustomed manner of living, shall consider all resources reasonably available to him or her. Subject to that, in exercising discretion over distributions, Trustee may consider, or may disregard, other resources available to any beneficiary.
13. Unless Grantor has specifically provided otherwise, and subject to any ascertainable standard governing its exercise, Trustee's discretionary power to distribute income or principal includes the power to distribute all such income and/or principal to one or more members of a class to the exclusion of others whether or not the terms of the trust specifically mention that possibility.
14. A Trustee may irrevocably release one or more powers held by Trustee while retaining other powers.
15. Any Trustee may delegate to a Co-Trustee any power held by the delegating Trustee, but only if the Co-Trustee is authorized to exercise the power delegated. A delegation may be revocable, but while it is in effect the delegating Trustee shall have no responsibility concerning the exercise of the delegated power.
16. Unless otherwise provided in this instrument, any authority granted to a Trustee in this Agreement or by law, whether stated as an authority, right, power or otherwise, may be exercised by Trustee in that Trustee's discretion.

ARTICLE X  
**S Corporation Stock**

Before the date on which any "S Corporation Shares" (defined below) otherwise would pass to or be treated as held by an "Ineligible Trust" (defined below), the Trustee (excluding, however, any Interested Trustee) may elect to hold these S Corporation Shares in one or more separate trusts or trust shares on the terms set forth in this Article. The Trustee (excluding, however, any Interested Trustee) may elect to hold such S Corporation Shares under the paragraph entitled "Qualified Subchapter S Trusts" or the paragraph entitled "Electing Small Business Trusts," as the Trustee (excluding, however, any Interested Trustee) shall deem appropriate, considering the changes that such provisions would require from the terms and conditions under which such shares otherwise would be held under this Agreement.

A. **Qualified Subchapter S Trusts.** Any S Corporation Shares held under this paragraph shall be on the following terms:

1. Each trust held under this section shall be a separate trust or substantially separate and independent share, as defined in Code Sec. 1361(d)(3), held for the benefit of one beneficiary. Any reference in this section to a beneficiary's separate trust shall refer equally to any substantially separate and independent trust share.

2. Until the "QSST Termination Date" (defined below), Trustee shall annually distribute all the trust's "Net Income" (defined below) to the sole beneficiary of each trust held under this section, together with as much of that trust's principal as is appropriate under the standard contained in the trust which otherwise would have held such S Corporation Shares. Trustee shall not distribute income or principal to anyone other than the beneficiary to whom Net Income is distributable until the QSST Termination Date.

3. Upon the QSST Termination Date, Trustee shall distribute the remaining trust assets to the beneficiary to whom Net Income was then distributable, if then living, or otherwise in accordance with the terms of the Trust which would otherwise have held such S Corporation Shares.

4. Trustee shall notify the sole beneficiary of each trust held under this section that he or she must timely and properly elect

under IRC Sec. 1361(d)(2) to cause such trust held to be treated as a Qualified Subchapter S Trust for Federal income tax purposes, and if the beneficiary fails or refuses to do so, Trustee shall hold such S Corporation Shares under the paragraph entitled "Electing Small Business Trusts."

5. Trustee (excluding, however, any Interested Trustee) shall administer any trust under this section as a Qualified Subchapter S Trust, as defined in Code Sec. 1361(d)(3).

6. In the event there is more than one income beneficiary of an Ineligible Trust, Trustee shall divide the S Corporation Shares that will be held under this section into separate trusts, based on each beneficiary's interest, in the income of the Ineligible Trust that otherwise would have held those shares. If no beneficiary was entitled to income of such Ineligible Trust at that time, the Trustee may divide the S Corporation Shares into separate trusts for the beneficiaries of such Ineligible Trusts in such manner as Trustee (excluding, however, any Interested Trustee) shall deem appropriate.

B. **Electing Small Business Trusts.** Any S Corporation Shares held under this section shall be held on the following terms:

1. Trustee (excluding, however, any Interested Trustee) shall apportion to the trusts under this section a reasonable share of the unallocated expenses of all trusts under this Trust Agreement in a manner consistent with the applicable Internal Revenue Code and Treasury Regulations.

2. Trustee shall make that election required by IRC Sec. 1361(e)(3) to qualify the trust under this section as an Electing Small Business Trust under Code Sec. 1361(e).

3. Trustee (excluding, however, any Interested Trustee) shall administer each trust under this section as an Electing Small Business Trust under Code Sec. 1361(e).

C. **Implementation.** Trustee (excluding, however, any Interested Trustee) shall manifest its selection of the form in which it shall hold any S Corporation Shares by written notice to all persons who would be eligible or entitled at the time of such writing to receive income from the Ineligible Trust that otherwise would hold such S Corporation Shares.

D. **Definitions.** The following definitions apply for purposes of this Article:



1. "Ineligible Trust" means a trust whose ownership of any S Corporation Shares would cause the termination of that corporation's election to be taxed under subchapter S of the Code. "Net Income" means income, as defined in IRC Sec. 643(b).

2. "S Corporation Shares" means shares of any stock of a corporation that then operates or that Trustee shall deem likely to operate in the future under an election to have its earnings taxed directly to its stockholders under subchapter S of the Code.

3. The "QSST Termination Date" means, separately, with respect to each trust held under the paragraph entitled "Qualified Subchapter S Trusts," the earlier of the date on which the beneficiary dies and the date on which the trust terminates.

E. **Application.** None of the foregoing provisions of this Article shall apply with respect to any S Corporation shares that would, but for the provisions of this Article, be held in any trust any portion of the disposition to which would qualify for the Federal estate and/or gift tax marital deduction.

**NOTICE.** No person shall have notice of any event or document until receipt of written notice. Absent written notice to the contrary, all persons shall rely upon the information in their possession, no matter how old, without recertification, verification or further inquiry.

## **ARTICLE XI**

### **POWER OF ATTORNEY**

By virtue of signing this Trust below, Grantor makes the following appointments of Attorneys-in-Fact:

#### **(A) FOR FINANCIAL MATTERS**

Grantor appoints JUDI MEYERS, as Attorney-in-Fact for Grantor for the purpose of signing any state or federal income or gift tax return on behalf of Grantor; collecting and endorsing to the Trust any tax refund; making claims against any insurance policy; providing for the collection and payment to the Trust of any amount due on account of Social

Security, Medicare, salary or other compensation, disability payments, contract, employee benefit program, IRA account or any other benefits payable to Grantor. In the event that Judi Meyers is unable or unwilling to so serve, then CARRIE MEYERS GARAZI shall serve in such capacity.

**(B) FOR CARE OF THE GRANTOR**

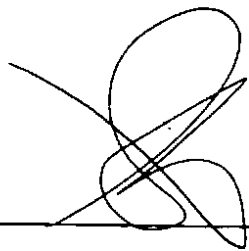
Grantor first appoints JUDI MEYERS, and then CARRIE MEYERS GARAZI, if then alive and competent, and then either of them individually, if then alive and competent if the other of them has pre-deceased Grantor or is incompetent, as Attorney-in-Fact to make any and all decisions regarding the personal care of Grantor during any period when Grantor may be incapacitated.

**(C) DURABILITY**

In the hands of a qualified holder, the appointments above, shall create a durable family power of attorney. This durable family power of attorney shall not be affected by the disability of Grantor except as provided by statute; and the powers in the hands of a qualified holder may not be delegated.

**IN WITNESS WHEREOF**, on this the 20th day of October, 2017 Scott L. Podvin has signed this the Revocable Living Trust of Scott L. Podvin dated September 26, 2017, consisting of 50 pages, this page, but not the following page included, as Grantor, and has signed this Instrument as Trustee, to evidence acceptance of this Trust Agreement.

BY: \_\_\_\_\_



Scott L. Podvin, as Grantor and Trustee

We certify that on October 20, 2017, and in our presence, the foregoing instrument was voluntarily signed by Scott L. Podvin, the Grantor, (or another directed by her in her presence) and declared by the Grantor as the PODVIN FAMILY REVOCABLE TRUST dated September 26, 2017, in our presence and that we, at the request of the Grantor, in her presence and in the presence of each other, after the Grantor has signed her name, have signed our names as

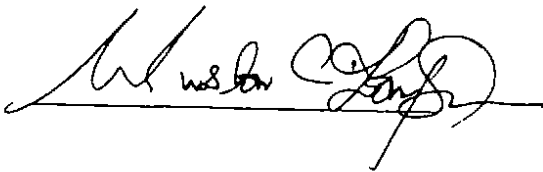
WITNESSES THERETO, BELIEVING SCOTT PODVIN TO BE OF SOUND MIND AT THE TIME OF SIGNING AND UNDER NO UNDUE INFLUENCE; AND THE CONTENTS OF THE INSTRUMENT WERE STATED BY (OR TO) THE GRANTOR AND SHE INDICATED HER CONSENT TO ITS TENOR AND EFFECT IN OUR PRESENCE.

STATE OF FLORIDA

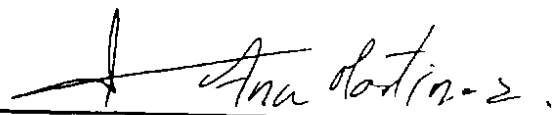
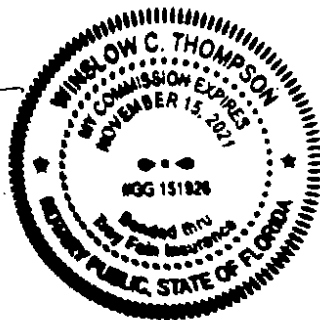
COUNTY OF MIAMI DADE COUNTY

I, Scott Lowell Podvin, Grantor, Trustee and Beneficiary, being first duly sworn, does hereby declare to the undersigned officer/notary public that the Grantor signed the instrument as the Grantor's Revocable Trust Agreement, that the Trustee accepted this instrument as such, that the Grantor and Trustee signed the Trust Agreement as their voluntary act and deed on the date and year shown.

SUBSCRIBED and sworn before me by SCOTT L. PODVIN, Grantor, Trustee and Beneficiary, on this the 20TH day of October 20, 2017.



NOTARY PUBLIC



witness

## PODVIN FAMILY REVOCABLE TRUST

### SCHEDULE A

The Trustee, SCOTT L. PODVIN of the PODVIN FAMILY REVOCABLE TRUST acknowledges that it holds the following items under the terms of the trust agreement dated October 27, 2006

Ten Dollars (\$10.00)

You are permitted to give your tangible personal property to the persons indicated in a written statement that is separate from your Living Trust if the statement is referred to in your Living Trust. Your Living Trust refers to a separate written statement and you may dispose of your tangible personal property in this manner if you so desire. Please read and follow the instructions below if you wish to prepare a separate written statement disposing of your tangible personal property.

Tangible personal property that may be disposed of in a separate written statement includes personal effects, furniture, family heirlooms, jewelry and other articles of adornment, paintings and other works of art, antiques, sporting gear, books, collections, automobiles and similar items.

a. Certain types of tangible personal property cannot be disposed of in a separate written statement. Items such as money, notes and other statements of indebtedness, documents of title, stocks, bonds, and other securities, and property used in a trade or business may not be disposed in this manner and should not be included in your separate written statement.

b. Tangible personal property that is already specifically disposed of in your Living Trust should not be included in the separate written statement. Real estate cannot be disposed of in a separate written statement and should not be included in your statement. Tangible personal property that is already specifically disposed of in your Living Trust should not be included in the separate written statement. Real estate cannot be disposed of in a separate written statement and should not be included in your statement.

c. Your separate written statement should clearly identify each item of property that is being disposed of in the statement the name, address, and relationship to you of the person whom you wish to receive each item of property should be listed next to the description of the property. The following is an example of how the property and the persons to receive the property should be listed on the separate written statement:

***PODVIN FAMILY REVOCABLE LIVING TRUST***

**PODVIN FAMILY REVOCABLE LIVING TRUST INSTRUCTIONS FOR MAKING LIST OF TANGIBLE,  
PERSONAL AND REAL PROPERTY**