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19 APR 24 PM 2:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

HAGWOOD FAM RVOC TR

A FAMILY **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 HAGWOOD FAM RVOC TR, a
(Name of Trust)
FLORIDA Trust hereby affirms in order to file or qualify
(State)
HAGWOOD FAM RVOC TR, in the State of Florida.
(Name of Trust)

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

2. The principal address is 915 NORTHERN DR

LAKE PARK, FL. 33405

3. The registered agent and street address in the State of Florida is:
HARRY HAGWOOD - 915 NORTHERN DRIVE, LAKE PARK, FL. 33403

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.

Harry B. Hagwood
(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.

HARRYHH HAGWOOD

Name:
Chairman of the Board of Trustees

NOTARY

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

FILED
19 MAR 24 PM 2:28
CLERK OF THE COURT
JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
TALLAHASSEE, FLORIDA

TRANSMITTAL LETTER

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

SUBJECT: HAGWOOD FAM RVOC TR

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

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: HARRY HAGWOOD

Name (Printed or typed)

915 NORTHERN DRIVE

Address

LAKE PARK, FLORIDA 33403

City, State & Zip

561-255-4592

Daytime Telephone number

Prepared By:
Christine M. Horn, P.A.
3469 W. Boynton Bch., Blvd.
Suite #15
Boynton Bch., Fl. 33436
(561) 716-2003

HAGWOOD FAMILY Revocable Trust

This trust agreement is entered into on the ____ day of _____, 2007, between **HARRY B. HAGWOOD** and **CAROLYN J. HAGWOOD**, of Palm Beach County, Florida, hereinafter referred to as the Grantors, and **HARRY B. HAGWOOD** and **CAROLYN J. HAGWOOD** as co-trustees. References to the "trustee", "co-trustees", or "trustees" shall also include the successors of **HARRY B. HAGWOOD** and **CAROLYN J. HAGWOOD**, when they are acting in the fiduciary capacities described in this trust agreement and these terms may be used interchangeably in this agreement. **The trustees may act either jointly or independently.**

Grantors have established this Trust in order to provide a means for the management of such further property interests as may be deposited with Trustees by Grantors, and for the maintenance, comfort, and support of Grantors during Grantors' lives, all in the manner hereinafter provided.

The Grantors hereby transfer and deliver to the trustees all of the property described in Schedule A, attached to and made part of this trust agreement, the receipt of which property is acknowledged by the trustees. Such property, together with any other property that may later become subject to this trust, shall constitute the trust estate, and shall be held, administered, and distributed by the trustees as herein provided.

ARTICLE I

RIGHTS RESERVED AND GRANTED BY THE GRANTORS

The Grantors specifically reserve and grant the following rights and privileges:

A. ADDITIONS TO THE TRUST

Any person may, from time to time, with the consent of the trustees, by conveyance, assignment, transfer, or Will, add property of any kind to the trust estate, or any part thereof, which shall thereupon be subject to all the terms and provisions of this trust.

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HARRY B. HAGWOOD

CAROLYN J. HAGWOOD

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CLERK OF DISTRICT COURT
PALM BEACH COUNTY, FLORIDA

B. AMENDMENT, MODIFICATION AND REVOCATION

The Grantors, either jointly or independently, reserve the right to alter, amend, modify or revoke this trust in whole or in part at any time, and from time to time, by an instrument in writing signed by either one, or both, of the Grantors and delivered to the Trustees.

C. INTERPRETATION OF TRUSTEE DISCRETION

Notwithstanding any other provision herein to the contrary, in the management, investment and distribution of this trust fund, the trustees shall consider vested and first beneficiaries as the trustees' primary interest and responsibility, and the trustees shall consider contingent or remainder beneficiaries or both, as the trustees' secondary interest and responsibility.

ARTICLE II.

TRUSTEES

A. The following people will act as Trustees in the following order of succession:

1. ***HARRY B. HAGWOOD and CAROLYN J. HAGWOOD as Co-Trustees;***
2. ***The survivor of HARRY B. HAGWOOD and CAROLYN J. HAGWOOD;***
3. ***CAROLE HAGWOOD, daughter of the Grantors.***
4. ***TAMARA HAGWOOD, daughter of the Grantors.***
5. ***HARRY B. HAGWOOD III, son of the Grantors.***

C. NO BOND REQUIRED

No bond or surety shall be required of any Trustee serving under this trust in any jurisdiction. If a fiduciary's bond may not be dispensed with, the Grantors request that the bond be accepted without surety, and in the lowest possible amount. In the absence of breach of trust, no Trustee shall ever be required to qualify before, be appointed by, or account to any court, or obtain the order or approval of any court in the exercise of any power of discretion herein given.

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D. TERM; SUCCESSOR TRUSTEES:

The Trustees, or any successor, may resign at any time upon giving written notice thirty (30) days before such resignation shall take effect, to either or both of the Grantors, if then living. After the incapacity or death of both of the Grantors, said notice is to be given to all adult beneficiaries and to the guardians or other fiduciaries of the estates of any minor or incompetent beneficiaries who may then be receiving or entitled to receive income hereunder.

Any Grantor who has resigned may return to the position of Trustee by giving the then acting Trustee a written revocation of the resignation and his or her successors shall relinquish all powers and be relieved of all duties.

On the resignation of the final Trustee, those to whom notice of resignation is to be given shall designate a successor Trustee after receipt of said notice of resignation. In the event a successor Trustee shall not be so designated, the resigning Trustee shall have the right to appoint a successor Trustee, or the resigning Trustee or any beneficiary of this trust may secure the appointment of a successor Trustee by a court of competent jurisdiction, at the expense of the trust estate. The resigning Trustee shall transfer and deliver to the successor Trustee the entire trust estate and shall thereupon be discharged as Trustee of this trust and shall have no further powers, discretions, rights, obligations, or duties with reference to the trust estate.

Except as otherwise provided in this instrument, any successor Trustee shall have all the power, discretions, rights, obligations, and duties as herein granted to the originally named Trustee. No successor Trustee shall be obliged to examine the actions or records of any previous Trustee. No Trustee shall be liable for any act or omission unless the same be due to such Trustee's own default.

E. CORPORATE TRUSTEE:

In the event there is a corporate Trustee, the corporate Trustee shall be entitled to an amount which shall be determined by its standard fee schedule applicable at the time the services were performed. If there is no fee schedule in effect at that time, the corporate Trustee shall be entitled to reasonable compensation for its service rendered hereunder. The Trustee may make reasonable charges each year for services in preparing accountings, income and other tax returns for the trust estate. Such commissions shall be allocated between principal and income in such amounts as the Trustee shall determine, in the Trustee's sole discretion.

The corporate Trustee, if any, shall perform all the ministerial and administrative duties, including the keeping of books and records, acting as custodian of trust property and preparing all necessary tax returns. The corporate Trustee, if any, shall render an account of its receipts and disbursements and a statement of assets at least annually to the Grantor(s) during the Grantor(s) lifetime and thereafter to each adult beneficiary then entitled to receive or have the benefit of the income from the trust.

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F. COVENANT BY GRANTORS OF FURTHER ASSURANCE:

Grantors agree with Trustee that upon Trustee's request, Grantors will execute and deliver to Trustee further instrument or instruments as Trustee may deem necessary or desirable hereafter, to vest the title of the trust property in Trustee, or to evidence Trustee's title.

G. PERSONAL REPRESENTATIVE:

Grantors will appoint the personal representative of their estate in reliance upon Grantors' faith in the ability and integrity of the party appointed. For this reason, a Trustee named in this instrument that does not serve as personal representative of Grantors' estate is relieved of all duties they otherwise might have to examine into and satisfy itself as to the accounts of the personal representative in the administration of the Grantors' estate. The Trustee is authorized to accept the assets that are distributed to them by the personal representative of the Grantors as being in full satisfaction of all gifts given to them by the Grantors' Wills.

H. Grantors waive compliance with any law requiring qualification of Trustees or resignation of trust, or administration or accounting by Trustee under the supervision of any court. Instead, Trustee shall furnish not less frequently than annually an accounting to each trust beneficiary who is entitled to receive current distributions of income whether or not distributed, and whether or not the distribution is discretionary. The accounting shall be only for the trust in which the person receiving the accounting is interested. Any person entitled to receive an accounting, or a person legally entitled to act for him or her, shall state in writing his or her objections to an accounting and deliver the objections to Trustees within six months after receipt of a copy of the accounting. Failure to object in this manner shall constitute a waiver of objections.

I. No purchaser or other person dealing with any Trustee purporting to act under any power or authority granted in, or given by any Trustee in purported compliance with, this item or any part or parts of it need be concerned to inquire into the existence of facts upon which the purported power or authority depends or into the question whether the purported power or authority still exists.

J. Trustee shall not be liable for damage or loss caused by honest error of judgment made by them or their agents or employees, or by any good faith exercise of the discretions given to them.

K. The Grantors have confidence in the investments which have been or will be deposited hereunder and no change need be made by the Trustee in these investments solely for the purpose of creating a diversity of investments, but the Trustee shall be authorized to sell or otherwise

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dispose of such investments, if and to the extent the Trustee deems such sale or disposition to be in the best interest of the trust, without being constrained to do so.

ARTICLE III.

POWER OF ATTORNEY

By virtue of signing this trust, the grantors make the following appointments of attorneys-in-fact:

A. FOR FUNDING

The grantors appoint each other, or in the event that neither grantor can serve nor continue to serve in this capacity, the grantors appoint **CAROLE HAGWOOD** as attorney-in-fact for the grantors for the purpose of transferring any asset in which the grantors have an interest to the trustee then serving. Any person so appointed shall have the right to exercise this power with his or her sole signature.

B. FOR OTHER MATTERS:

The grantors appoint any trustee who may be serving at any time, as attorney-in-fact for the grantors for the purpose of signing any state or federal income or gift tax return on behalf of the grantors, collecting and endorsing in 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, contracts, employee benefit programs, or any other benefits payable to the grantors.

C. FOR CARE OF THE GRANTORS:

The grantors appoint each other as attorney-in-fact to make any and all decisions regarding the personal care of each other during any period when one may be incapacitated. In the event that neither grantor can serve nor continue to serve in this capacity, the grantors appoint **CAROLE HAGWOOD** to serve.

D. 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 the grantors, except as provided by statute. The holder is authorized to make any disclaimers. This

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CAROLYN J. HAGWOOD

power is effective on the date this instrument is signed.

E. GUARDIANSHIP

In the event a Grantor is adjudicated incompetent by any court having jurisdiction, pursuant to Florida Statutes 744.312(3)(b) or similar provisions of the laws of any other state having jurisdiction, the grantors do hereby nominate the same persons or entities in name and order of succession who serve as trustee as provided in Article II, as guardian of the property of the incompetent grantor, and the same persons or entities in name and order of succession as provided in Article III (C), as guardian of the person of the incompetent grantor. The grantors further direct that the court honor ARTICLE I (A) and Article III (A) of the trust by permitting the completion of the conveyance to the trustee of any assets which remain registered to the grantors.

ARTICLE IV.

DISPOSITIVE PROVISIONS - DURING THE GRANTORS' LIVES

A. PAYMENT OF EXPENSES

The trustees shall pay or reserve sufficient funds to pay all expenses of management and administration of the trust estate, including the compensation of the trustees, if any, all or any part of which may, in the discretion of the trustees, be charged either to income or principal of the trust estate.

B. DISPOSITION OF INCOME AND PRINCIPAL

1. "Income Distributions":

During the grantors' lifetime and while the trust estate shall include cash, securities, or other property productive of income, the trustees shall manage, invest and reinvest the trust estate, shall collect the income thereof, and shall pay over the net income to the grantors or shall apply the same for the benefit of the grantors, in convenient installments, but at least quarter-annually, unless the grantors direct by written instrument that the net income earned by this trust shall be accumulated and reinvested as part of the trust estate; however, such written instrument shall not restrict the power of the trustees granted below under Paragraph 2 of this Section unless it does so by specific reference.

2. "Principal Distributions":

In addition, the trustees, during the lifetime of the grantors, are hereby authorized, at any time or from time to time, and in the trustees' absolute discretion, to: (i) pay to the

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grantor for grantors' use, care, support, maintenance or general welfare, or to apply for any such purposes any part or all of any assets comprising the trust estate; (ii) pay to, or on behalf of, the grantors, the amount of any and all taxes, state, county or federal or otherwise, caused by sale or possession of any of the assets comprising the trust estate, or charged against the grantors or the trust estate under the laws of the State of Florida or the United States of America, or other appropriate laws, dealing with the taxation of tangible or intangible personalty or realty which is part of the trust estate; and (iii) pay to or for any other purpose or purposes, as the trustees deem to be for the best interests of the grantors.

3. "Incompetency or Disability":

In the event that a grantor is deemed to be incompetent or disabled, as defined below, the trustee will use the income and principal of this trust for the benefit of such grantor.

a. "Definition of Disability":

Disability shall mean any time during a grantor's lifetime, that the trustee receives a notice in writing signed by (1) the grantor's attending physician and, (2) either the grantor's spouse or another member of the grantor's immediate family, indicating that a grantor is too disabled to continue his or her involvement except as a beneficiary in this trust.

b. "Definition of Incompetency":

Incompetency shall mean any period of time in which the trustee is in possession of any of the following: (1) a court order, which such trustee deems jurisdictionally proper and still currently applicable, holding a grantor to be legally incompetent to act in his or her own behalf or appointing a guardian of his or her person and/or property to act for the grantor; (2) duly executed, witnessed and acknowledged written certificates from two licensed physicians (each of whom represents that he or she is certified by a recognized medical board), each certifying that such physician has examined the grantor and have concluded that, by reason of accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other similar cause, the grantor had, at the date of the written certificate, become incompetent to act rationally and prudently in his or her own best interest; or (3) evidence, which such trustee deems to be creditable and still currently applicable, that the grantor has disappeared, is unaccountably absent, or is being detained under duress where the grantor is unable, effectively and prudently, to look after his or her own financial best interests.

Anytime written notice as set forth in article IV, Section B, Paragraph 3, subparagraph a. is required to be given to the trustees, or any time that evidence as set forth in article IV, Section B, Paragraph 3, subparagraph b. comes into the possession of the trustee, then, in such event, if the trustee is also the grantor who is the subject of the notice, the provisions of Article IV, Section B shall be equally valid and effective if said written notice or said evidence is delivered to or in the possession of the successor trustee.

A grantor, who is deemed incapacitated, shall be deemed rehabilitated when he or she

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is no longer under a legal disability by court order, or when any physician's aforesaid certificate is revoked by a similar certificate to the effect that the grantor is no longer thus incapacitated, executed either (i) by the original certifying physician, or (ii) by two other licensed, board certified physicians. Upon rehabilitation, the grantor shall resume the duties and the powers he or she had prior to his or her incapacity and his or her successors shall relinquish all powers and be relieved of all duties.

A grantor who has disappeared, is unaccountably absent, or is being detained under duress where the grantor is unable, effectively and prudently, to look after his or her own financial best interests shall be able to resume his or her position as trustee upon returning and claiming the position and his or her successors shall relinquish all powers and be relieved of all duties.

ARTICLE V.

DISPOSITIVE PROVISIONS - AFTER DEATH OF ONE GRANTOR

After the death of the first Grantor, the following payments and distributions shall be made:

A. PAYMENT OF TAXES AND EXPENSES

After the Grantor's death, the Trustee shall pay from trust principal, either directly or through the personal representative, such amounts as the personal representative of the Grantor's estate shall certify in writing are required to pay debts, taxes, and expenses of administration of the Grantor's estate. The determination of the personal representative of the Grantor's estate as to the amount of any payment required hereunder shall be conclusive and binding upon all persons interest in the trust and the Grantor's estate and in no event shall any asset not includable in the Grantor's gross estate be used to make such payment. Following payment of the above amounts, if any, and the payment of all other obligations of the Trustee, including the expenses of administration of the trust, the Trustee shall hold and distribute the trust property as provided in the succeeding sections of this Agreement.

B. PROVISIONS FOR THE SURVIVING GRANTOR

1. During the lifetime of the surviving spouse of the first Grantor to die, the Trustees shall distribute to said surviving spouse such part or all of the net unappointed income and principal of the Trust, as said Trustee, in his/her sole discretion, determine necessary or appropriate for the support and maintenance of said surviving spouse in the standard of living to which he/she is accustomed, including reasonably adequate health, medical, dental, hospital, nursing, and invalidism expenses. The Trustee's discretion shall be exercised liberally so that the surviving spouse shall have in addition to the necessities, a reasonable enjoyment of the luxuries of life.

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2. If the income payable to the surviving spouse, supplemented by other income available from other sources to him/her) shall not be sufficient to meet his/her reasonable needs in his/her station of life, (as to all of which the judgment of the Trustee shall be conclusive) then and in that event, the Grantors authorize the trustee to pay to or apply for the benefit of the surviving spouse, so much of the principal of this trust as the Trustee, in his/her sole discretion, shall from time to time deem necessary or desirable to provide those health, medical, social and personal benefits and services.

ARTICLE VI.

ADMINISTRATION UPON DEATH OF THE SURVIVING GRANTOR

After the death of both of the Grantors, the Trust Estate shall be managed and distributed in the following manner:

- A. General Power of Appointment Reserved by the Grantor. The Grantors reserve the right to appoint any part or all of the trust property by Grantors' Last Will and Testament, duly proved and by specific reference to this power of appointment. The appointment may be made to the Grantor's estate, his creditors and the creditors of his estate and to any other person or entity or to any one or more of them. Any property not so appointed shall be managed and distributed in the manner hereafter provided.
- B. Payment of Liabilities of Grantors' Estate. All payments made by Trustee upon liabilities of Grantors' estate, including but not limited to claims, estate and inheritance taxes and expenses of administration, whether directed by Grantors' Will in exercise of the foregoing power of appointment or required by law, shall be charged as an expense of the trust without apportionment to anyone and without seeking contribution from anyone. If payment of these items is required from the Trust Estate, payment shall be made only from the assets of the Trust Estate that would otherwise be included in Grantors' gross estate for estate tax purposes or from income from these assets as hereafter provided. Payment may be made upon receipt by Trustee of a request made in writing and signed by the personal representative, and may be made in payment of the items or by payment to the personal representative except that estate taxes shall be paid to the taxing authority. Payment in either manner shall be without need to verify the amount or the purpose nor to see the application of the funds.
- C. Distribution in the Event of Apportionment of Taxes. In the event the personal representative of Grantors' estate is required by an order of apportionment to collect a portion of estate or inheritance taxes from the recipients of property included in Grantors' gross estate for estate tax purposes, Trustee is directed to distribute to each recipient of property other

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than Trustee an amount equal to the tax that is required by the order of apportionment to be paid by the recipient.

D. Distributable Trust Estate. The trust estate available for distribution shall consist of whatever shall remain of the following properties after making distributions required by any exercise of the general power of appointment by Will reserved to Grantors, and after payment of federal and other estate and inheritance taxes with respect to property included in Grantors' estate for estate tax purposes that is required to be made from the Trust Estate:

1. All of the trust funds in the hands of Trustee at Grantors' death.
2. The proceeds of insurance upon Grantors' life paid to Trustee, provided that any indebtedness secured by the assignment of those policies shall be paid first from the proceeds so assigned, and Trustee shall not be entitled to restitution from any other portion of Grantors' estate.
3. All property given to Trustee under the provisions of Grantors' Will to be administered under the terms of this trust.
4. All other property delivered to and accepted by Trustee as a result of Grantors' death to be administered under the terms of this instrument.
5. Income of the trust not used for purposes elsewhere authorized.

E. Specific Gifts

1. The Grantors give and bequeath certain personal property to be distributed in accordance with the provisions of a certain memorandum written signed by the Grantors. If for any reason, such memorandum is not found and properly identified by the Trustee within thirty (30) days after the death of the surviving Grantor, then all the aforesaid property shall become part of the residuary trust and be distributed according to Paragraph "F" below.

2. The Grantors give, devise and bequeath the sum of **TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00)** to the Grantors' godson, **RODNEY STALLINGS**, if he survive both Grantors.

F. Gifts to Residuary Trust Estate.

The rest of the Trust Estate, including all lapsed and void gifts, hereafter called the residuary trust estate, wherever situated, shall be administered and its principal and income shall be accumulated and distributed to my children, CAROLE HAGWOOD, TAMARA HAGWOOD, and HARRY HAGWOOD III, in equal shares, or if any of them shall predecease me, then his or her share shall be distributed to his/her surviving issue, per stirpes.

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In the event that any of the beneficiaries are not yet twenty-five (25) years of age when the time for distribution arrives, then the Grantors nominate their surviving children as Co-Trustees for these beneficiaries, and the Trustees shall divide said bequest into as many equal shares as there are beneficiaries, and shall hold each share as a separate trust for the benefit of each said beneficiary. The Trustees shall receive, manage and control said trusts, and invest and reinvest the same and to accumulate any and all income until each beneficiary attains the age of twenty-five (25) years at which time his or her entire trust estate shall be distributed to the beneficiary free of any trust.

In the event any of the beneficiaries shall survive both Grantors, but die before attaining the age of twenty-five (25) years, then his or her remaining trust estate shall be retained by the Trustee for the benefit of any surviving issue of said beneficiary, per stirpes, until said issue shall attain the age of twenty-five (25) years. If there be no surviving issue, then his or her remaining trust estate shall be added to the trust of the then living siblings of said beneficiaries, in equal shares and shall be administered in accordance therewith.

ARTICLE VII.

TRUSTEES POWERS AND DIRECTIONS

Trustee, and his/her successors and parties serving in his/her stead, shall be governed by the provisions of Section 737.402 and Chapter 738, Florida Statutes, that are not in conflict with this instrument, and shall have all additional powers and protection granted by statute to Trustees at the time of application that are not in conflict with this instrument. In addition, and not in limitation of any common-law or statutory authority, and without application to any court, Trustee and their successors and parties serving in their stead also shall have the powers and responsibilities described below, to be exercised in their absolute discretion until distribution of the trusts created under this instrument, and shall observe the instructions hereafter given.

A. With respect to all assets in the Trust Estates:

1. The Trustee shall have power to invest and reinvest the Trust property in bonds, stocks, notes, options, limited partnership interests or other property, real or personal, domestic or foreign, suitable for the investment of Trust funds, including common trust funds of the corporate fiduciary; to register property in the name of a nominee without restriction; to vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any

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purpose, sell, exchange mortgage or pledge any or all of the Trust property; borrow from any lender, including a trustee hereunder individually or a parent or affiliate company; to employ agents, attorneys and proxies to compromise, contest, prosecute or abandon claims; to distribute income and principal in cash or in kind, or partly in each, to allocate or distribute undivided interests or different assets or disproportionate interest in assets (and no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes), and to value the Trust property and to sell any part or all thereof in order to make allocation or distribution, and no action taken by the Trustee pursuant to this power shall be subject to question by any beneficiary; to elect the mode of distribution of the proceeds under any employee benefit plan, individual retirement plan or insurance contract, without adjustment in the interest of the beneficiaries, to deal with, purchase assets from, or make loans to, the fiduciary of any Trust made by the Grantor or any family member or a Trust estate in which any beneficiary under this Agreement has an interest, though the Trustee hereunder is such fiduciary; and to purchase and sell real property. The Trustee is authorized to establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion.

2. Distributions of income from the trust created under this instrument, except discretionary distributions, shall be made not less frequently than quarter annually and at the request in writing of a beneficiary or their guardian shall be made more frequently, though not more frequently than monthly.

3. Trustee shall charge against income a reasonable allowance for depreciation on property held for the production of income and subject to depreciation under accounting principals.

4. To disclaim a power that they consider to be burdensome, unnecessary or unwise.

5. Notwithstanding that distribution of the Trust Estate may be of shares in certain trust assets, and distributions from the trusts created in this instrument are of shares in certain assets of the trusts, those shares need not be satisfied by distribution of undivided shares of those assets. Instead, the value of a share to be distributed and any pecuniary gift may be partially or wholly satisfied in cash or in kind or by both, and distributions in kind may be of entire properties or undivided shares.

6. With regard to all policies of insurance that are payable to Trustee named in this instrument, Trustee may:

a. Execute and deliver receipts and other instruments and take such action as may be appropriate to obtain possession and control of the policies.

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b. Execute and file proofs of claim required to collect the proceeds of insurance policies, and the receipt of Trustee shall constitute full acquittance to insurance companies for all proceeds so paid; provided, however, that Trustees shall be under no obligation to institute legal proceedings for the collection of proceeds of any policy until and unless they have been indemnified to their satisfaction for all costs and expenses, including attorneys' fees.

7. To purchase assets of Grantor's probate estate that are proper investments for the trust estate, the price of purchases to be not more than the fair market value determined by Trustee.

8. When any act or course of conduct is subject to a contingency under the terms of this instrument, Trustee may act or continue a course of conduct as if the contingency has not occurred until they receive actual notice of the event controlling the contingency. This shall not relieve a person receiving an otherwise improper distribution from liability for return of the distribution nor affect the duty of Trustees to recover the distribution if in their judgment they should do so.

B. Trustee shall have the powers stated below:

1. To pay all or any portion of Trustee's compensation and expenses out of income or principal and to accumulate income for this purpose. Unless otherwise provided by this instrument, the amounts paid from income shall be charged against income, and those payments shall require no reimbursement or adjustment of the accounts of the trusts or of the shares that the beneficiaries shall be entitled to receive in income or principal.

2. In determining what is net income for all purposes related to payment or to use, expenditure or application for the beneficiaries under a trust, to set aside and keep on hand whatever reserves they shall deem wise for a fiscal year of the trust for expenses during that and the succeeding fiscal year, including reasonable compensation for Trustee, and to provide for fluctuation in gross income within a fiscal year. This determination shall be final and binding upon all persons. Income received by a trust from another trust shall be treated as income.

3. Trustee is authorized to hold underproductive assets that are contributed to the trust or are part of Grantor's estate, and to pay the cost of carrying that property from income. No distributions are to be made in lieu of income from that property, no income is to be charged against the proceeds of that property and all net proceeds are to be treated as principal.

4. Whenever the distribution of the trust assets is subject to a power of appointment by Will, Trustee shall be entitled to determine that the holder of the power left no Will and to make distribution as if the power is not exercised if Trustee does not receive notice within three months after the death of the holder of the power that his or her Will has been offered for probate or admitted to probate in a court of competent jurisdiction. Such a determination and

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REVOCABLE TRUST

HARRY B. HAGWOOD

CAROLYN J. HAGWOOD

distribution shall relieve Trustee from all liability for the distribution, but shall not prejudice the right of any person to recover property effectively appointed to him, irrespective of the time of discovery of a Will or of probate.

5. To maintain the present home of the Grantor(s) at the expense of the trust to be held under the trust as a home for the Grantor(s) of the Trust, for so long as the Trustee shall deem it advisable, feasible and in the best interests of the Grantor(s) to remain in said home. The Trustee shall use its best efforts to maintain the Grantor(s) in said home even during periods of incapacity or incompetency as defined in the instrument, for so long as the trust assets shall be sufficient to do so.

6. To pay the premiums, elect optional modes of settlement and exercise all other rights of ownership of policies of insurance that are included in the trust estates; provided, however, that if a Grantor's spouse is a trustee, the rights of ownership of any policy upon his or her life shall be exercised only by the Trustee other than Grantor's spouse. Premiums for these policies may be charged against income or principal or both in the discretion of the Trustee other than Grantor's spouse.

7. Trustee is authorized to exercise any stock options that by their terms are exercisable by trustees, if in their opinion that action will be beneficial to the trust. Trustee is authorized to borrow money on such terms as they consider proper for the purpose of obtaining funds necessary to exercise those stock options, and to give as security for the loan or loans any part of the estate or trust assets for which this power is executed.

C. Limited Power to Amend

The 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 the Grantor(s), if not then deceased or incapacitated, or the beneficiaries of the trust. The amendment may be retroactive. This limited power may only be exercised to provide for the convenient administration of any trust and shall not affect the rights of any beneficiary to enjoy trust income or principal without the beneficiary's consent. This power 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 taxes to the Trustee or any beneficiary. No amendment shall affect the rights of third persons who have dealt or may deal with the Trustee without the consent of the third person.

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ARTICLE VIII.

DISTRIBUTIONS TO MINORS AND OTHERS UNDER LEGAL DISABILITY

In making distributions from the trust to or for the benefit of any minor or other person under a legal disability, the trustee need not require the appointment of a guardian, but shall be authorized to pay or deliver the same to the custodian of such person, including a custodian for such person under the Florida Uniform Transfers to Minors Act, with the power to select any person or entity to act as such custodian (who may be the personal representative of a grantor's estate or the trustee), to pay or deliver the same to such person without the intervention of a guardian, to pay or deliver the same to a legal guardian of such person if one has already been appointed, or to use the same for the benefit of such person.

ARTICLE IX.

DISTRIBUTION AND DIVISION IN KIND AND COMMON FUND

In the distribution of the trust and the division into separate trusts and shares, the trustee shall be authorized to make the distribution and division in money or in kind or both, regardless of the basis for income tax purposes of any property distributed or divided in kind, and the distribution and division made and the values established by the trustee shall be binding and conclusive on all persons taking hereunder. In making such distribution or division, the trustee may allot undivided interests in the same property to several trusts or shares.

For the convenience of administration or investment, if more than one trust is created under this document, the trustee may hold two or more of the trusts as a common fund, dividing the income proportionately among them, assign undivided interests to the several trusts, and make joint investments of the funds belonging to them.

ARTICLE XI.

PERPETUITIES SAVINGS CLAUSE

In the event these trusts shall not have previously terminated in accordance with the terms hereof, this Trust shall in any event terminate not later than twenty-one (21) years after the death of the last survivor of the group composed of the Grantors and those of their descendants living at their death. The property held in trust shall be discharged of any trust, and shall immediately vest in and

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be distributed to the persons then entitled to the income, and for this purpose only it shall be presumed that any person then entitled to receive any discretionary payments from the income or principal of any particular trust is entitled to receive the full income, and that any class of persons so entitled is entitled to receive all such property, to be divided among them per stirpes. No power of appointment granted hereunder shall be so exercised as to violate an applicable Rule Against Perpetuities, accumulations, or any similar rule or law, and any attempted exercise of any such power which violates such rule or law shall be void, notwithstanding any provision of this trust to the contrary.

ARTICLE XII.

TAX ELECTIONS

Unless otherwise expressly directed hereunder, the trustee shall be authorized to make any election or allocation permitted by any tax law, if in the opinion of the trustee such election is for the combined best interest of this trust and the beneficiaries thereof, and shall be authorized to make, or fail to make, such adjustment between the parties or the several distributions or accounts as the trustee may deem equitable and just under all the circumstances.

The trustee of any trust created by this Trust Agreement shall be authorized for tax, administrative, or investment purposes to divide any trust established hereunder, based upon the fair market values of the trust property at the time of division, into two or more separate trusts, the dispositive provisions of which shall, except as otherwise expressly provided herein, be identical to those applicable to the trust prior to division, and to consolidate any trust established hereunder with any trust having substantially identical provisions for the same beneficiary or beneficiaries if such consolidation is consistent with the grantor's intent and does not defeat or impair a beneficial interest.

ARTICLE XIII.

ADDITIONAL ADMINISTRATIVE AND PROVISIONS

A. ALLOCATION OF INCOME AND EXPENSES

Except as otherwise provided herein, all receipts of money or property paid or delivered to the trustee and all expenses shall be allocated to principal or income in accordance with the laws of the State of Florida; provided, however, that with regard to any item not governed by such laws the trustee shall have discretion to determine whether items should be charged or credited to income or principal or allocated between income and principal as the trustee may deem equitable and just under

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all the circumstances.

B. TERMINATION OF SMALLER TRUSTS

If the value of the assets held in any trust hereunder becomes sufficiently small in value so that the administration thereof is no longer economically desirable and the cost thereof is disproportionate to the value of the assets, or the continuation thereof is no longer in the best interest of the beneficiary or beneficiaries, the trustee may terminate such trust. On termination as herein provided, the trustee shall distribute the property of such trust, and in the proportion, to the person or persons then entitled to receive the income therefrom, in so far as specified in such trust.

C. TRUSTEES' DISCRETION

All discretions granted to or vested in the trustees by any provision of this instrument are to be exercised in the sole and absolute discretion of the trustees or their successors.

If the persons to receive the income from any property, or the amount of such income to be received by each person, are to be determined in the discretion of the trustee, then the trustee shall distribute such property among such of the persons to whom the trustee is authorized to distribute income, and in such proportions, as the trustee in its discretion shall determine.

D. DEFINITIONS

The words "issue," "child," "children," and "descendants," if and as used in this instrument, shall include children legally adopted by the grantors and children, under the age of eighteen, which are legally adopted by any of grantors' beneficiaries and the descendants of such legally adopted children.

Except as otherwise provided, the words "incompetent" or "incompetence," as used in this instrument, shall be deemed to include not only persons who have been so declared by a court of competent jurisdiction, but also persons for whom a guardian or other fiduciary of the person or estate or both shall have been appointed by a court of competent jurisdiction.

E. INSURANCE

All real property and personal property which pass under this instrument shall pass with all rights the grantors may have under any insurance policies relating thereto.

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F. SPENDTHRIFT PROVISIONS

Except as herein otherwise expressly provided, all income or principal to be paid to any of the beneficiaries shall be paid by the trustee directly and only to the beneficiaries, to the personal representative of any beneficiary, or where authorized, applied for the benefit of any beneficiary. The trustee shall not recognize any transfer, mortgage, pledge, hypothecation, order, or assignment of any beneficiary by way of anticipation of income or principal. The income and principal of any trust hereunder shall not be subject to transfer by operation of law, and shall be exempt from the claims of creditors or other claimants, and from orders, decrees, levies, attachments, garnishments, executions, and other legal or equitable process or proceedings to the fullest extent permissible by law. If any creditor or other claimant attempts by any means to subject to the satisfaction of the claim of such creditor or claimant the interest of any beneficiary entitled by the provisions hereof to receive income or periodic payments from the principal or income, or both, then notwithstanding any other provisions herein, said beneficiary, during such time thereafter as the trustee, in the trustee's absolute discretion, shall deem the same advisable, shall not be entitled to receive payments from the trust; provided, however, that during the time payments are so suspended, the trustee, in the trustee's absolute discretion, may pay to or expend for the benefit of such beneficiary as much of the trust net income, not to exceed the income to which such beneficiary would otherwise be entitled, as the trustee deems necessary for the support and education of such beneficiary to his or her credit, income or principal payable to such beneficiary. This spendthrift provision shall not apply in the case where the beneficiary is also a grantor.

G. EXPENSES, COMPENSATION AND ACCOUNTING

Except as otherwise limited in this instrument, the trustee, in the trustee's discretion, shall pay from income or principal of the trust estate or partly from each, all expenses incurred in the administration of this trust and the protection of this trust against legal attack, including counsel fees and reasonable compensation, if any, for the trustee's own services as trustee.

The trustee shall render an account of its receipts and disbursements and a statement of assets at least annually to each adult beneficiary then entitled to receive payments from the trust.

H. DISCLAIMER

Any beneficiary of any trust shall have the right to disclaim his or her interest in the trust. The disclaimer may be effected in compliance with the requirements of the laws of any jurisdiction in which any trust may be administered. Alternatively, the 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, the trustee may accept the disclaimer of a legal or natural guardian of said beneficiary; and if no such guardian exists, the trustee of any trust, acting on behalf of the beneficiary, shall have

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the power to disclaim all or a part of the property passing to said trust.

I. TRUSTEE'S ACCEPTANCE - LAW GOVERNING THE TRUST - SEVERABILITY

This trust has been accepted by the trustee and will be administered in the State of Florida, and its validity, construction, and all rights thereunder shall be governed by the laws of that state. If any provision of this trust agreement shall be invalid or unenforceable, the remaining provisions thereof shall continue to be fully effective.

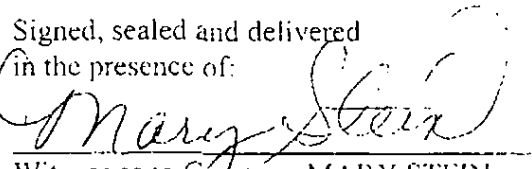
ARTICLE XIV.

ENVIRONMENTAL CONCERNS

If the Trustee of any trust hereunder determines that its service in such capacity may expose it to liability under any laws regulating environmental conditions it may resign upon written notice to the adult income beneficiaries of such trust.

The trustee may pay from the trust assets all charges which it deems necessary or appropriate to comply with laws regulating environmental conditions and to remedy or ameliorate any such conditions which adversely affect the trust, including any liabilities, fines or penalties incurred by the trustee personally, except any such charges which are attributable to its own gross negligence or willful misconduct, and to apportion all or such charges among the trusts hereunder and the interests of the beneficiaries therein in such manner as the trustee deems fair, prudent and equitable under the circumstances.

IN WITNESS WHEREOF, HARRY B. HAGWOOD and CAROLYN J. HAGWOOD have signed this instrument as Grantors, and HARRY B. HAGWOOD and CAROLYN J. HAGWOOD, have signed this instrument as Trustee to evidence their acceptance of this trust.

Signed, sealed and delivered
in the presence of:

Witness as to Grantors: MARY STEIN

HARRY B. HAGWOOD, as Grantor

**THE HAGWOOD FAMILY
REVOCABLE TRUST**

HARRY B. HAGWOOD

CAROLYN J. HAGWOOD

Witness as to Grantors:

MARJORIE WALL

CAROLYN J. HAGWOOD, as
Grantor

STATE OF FLORIDA)
 :§
COUNTY OF PALM BEACH)

WE, HARRY B. HAGWOOD and CAROLYN J. HAGWOOD, MARY STEIN and
MARJORIE WALL, the Grantors and the witnesses, respectively, whose names are
attached to the foregoing instrument, being first duly sworn, do hereby declare to the undersigned
officer that the Grantors signed the instrument as the HAGWOOD FAMILY REVOCABLE TRUST,
that they provided drivers license as identification (

)and, that they signed, and that each of the witnesses, in the presence of the Grantors, at their
request and in their presence, and in the presence of each other, signed the Trust as a witness.

Witness: MARY STEIN

HARRY B. HAGWOOD

Witness: MARJORIE WALL

CAROLYN J. HAGWOOD

SUBSCRIBED AND SWORN to before me by HARRY B. HAGWOOD and CAROLYN J.
HAGWOOD, the Grantors, who produced driver's licenses as
identification. _____ and who did take oaths, and MARY STEIN and
MARJORIE WALL, the witnesses, this day of _____ 2007.

Notary Public, State of Florida, at Large
My Commission Expires:

CHRISTINE M. HORN



CHRISTINE M. HORN
MY COMMISSION # DD 38596
EXPIRES: February 4, 2009
Bonded Thru Budget Notary Services

ACCEPTANCE

The undersigned hereby accept the Trust imposed by the foregoing Trust instrument, and
agree to serve as trustees upon the terms and conditions set forth therein.

Signed, sealed and delivered
in the presence of:

THE HAGWOOD FAMILY

REVOCABLE TRUST

HARRY B. HAGWOOD

CAROLYN J. HAGWOOD

Mary Stein
Witness as to Trustees: MARY STEIN

HARRY B. HAGWOOD, as Trustee

Margaret Wood
Witness as to Trustees:
MARGARET WOOD

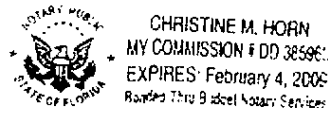
CAROLYN J. HAGWOOD, as
Trustee

STATE OF FLORIDA)
 :§
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared HARRY B. HAGWOOD and CAROLYN J. HAGWOOD, who produced Florida driver's licenses as identification, and who did take oaths, and who executed the foregoing instrument as Trustee, and they acknowledged before me that they have the authority to execute this instrument, and that they executed the same for the purposes therein expressed.

WITNESS my hand and seal in the State and County last aforesaid this day of
_____, 2007.

Notary Name: CHRISTINE M. HORN
Notary Public, State of
Florida at Large
My Commission Expires:



THE HAGWOOD FAMILY
REVOCABLE TRUST

HARRY B. HAGWOOD

CAROLYN J. HAGWOOD

**ADDENDUM TO THE HAGWOOD
FAMILY REVOCABLE TRUST**

This Addendum executed this 17th day of March, 2011, by the undersigned Co-Trustees agree that the above identified Revocable Trust Agreement shall be amended as follows:

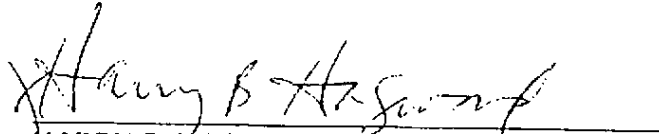
**ARTICLE VI - ADMINISTRATION UPON DEATH
OF THE SURVIVING GRANTOR**

Page 10, Paragraph E2., Specific Gifts, shall read as follows:

"After all expenses are paid, the Grantors give, devise and bequeath the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) to the Grantors godson, **RODNEY STALLINGS**, if he survives both Grantors."

If any conflict exists between the language of this Addendum and the Trust Agreement, then the language of this Addendum prevails.

IN WITNESS WHEREOF, we have signed our hand and seal the day and year first written above.


HARRY B. HAGWOOD


CAROLYN J. HAGWOOD

We saw **HARRY B. HAGWOOD** and **CAROLYN J. HAGWOOD**, in our presence, sign this instrument at its end. They then declared it to be an Addendum to the Hagwood Family Revocable Trust and requested us to act as witnesses to it. We believe that they are of sound mind and memory and not under any disability, duress or constraint of any kind; and then we, in their presence, and in the presence of each other, signed our

names as attesting witnesses; all of which were done on the date of this instrument.

Ruthie Mackin OF 95 SW 5th Ave.
WITNESS Delray Beach, FL 33444

William V. Cheney OF 25 SW 5th Ave
WITNESS Delray Beach, FL 33444

STATE OF FLORIDA
COUNTY OF PALM BEACH

We, the undersigned, being the Settlers, and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, being duly sworn, do hereby declare to the undersigned officer that the Settlers signed and executed the instrument willingly and that they executed it as their free and voluntary act for the purposes therein expressed; and that each of the witnesses, in the presence of the Settlers signed the foregoing instrument as witnesses and that to the best of their knowledge the Settlers were at the time eighteen (18) or more years of age, of sound mind and under no constraint or undo influence.

Harry B. Hagwood
HARRY B. HAGWOOD, Settler/Co-Trustee

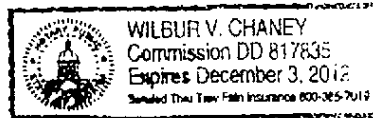
Carolyn J. Hagwood
CAROLYN J. HAGWOOD, Settler/Co-Trustee

Ruthie Mackin
WITNESS
William V. Cheney
WITNESS

SWORN AND SUBSCRIBED before HARRY B. HAGWOOD and CAROLYN J. HAGWOOD, Patricia McHenry and Wilbur V. Chaney, Settlers and Witnesses, respectively, on this 2nd day of March, 2011, 2011, [☒] who are personally known to me or [☐] who produced _____ as identification and who did not take an oath.

Wilbur V. Chaney
NOTARY PUBLIC - STATE OF FLORIDA

MY COMMISSION EXPIRES:



FILED
19 APR 24 PM 2:29
CLERK OF STATE
TALLAHASSEE, FLORIDA