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#### From the Desk of

# Brenda L. Kill-Riggins

Date: 03/03/2021

4/01/2021

Good Afternoon, Ms. Culligan,

The two main trustees that will be listed are as follows:

Brenda Ashley Lingo Hendy

3650 Creswick Circle

Orlando, FL 32829

Marcus A. Riggins

19504 SW 135 CT

Miami, FL 33177

Please feel free to contact me if further information is required.

Sincerely, بزرار ا

Brenda L. Hill-Riggins

305-525-5984

Coachbrenda1111@gmail.com

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

Brenda L. Hill-Riggins 2021 Revocable Trust

	A Revocable TRUST
$C_0$	accordance with Section 609.02 of the Florida Statutes, pertaining to mmon Law Declarations of Trust, the undersigned, the Chairman of the ard of Trustees of Brenda L. Hill-Riggins 2021 Revocable Trust a
Flo	(Name of Trust)  Trust hereby affirms in order to file or qualify
Br	(State) enda L. Hill-Riggins 2021 Revocable Trust , in the State of Florida.  (Name of Trust)
1.	Two or more persons are named in the Trust.
	The principal address is 19504 SW 135 CT, Miami, FL 33177
Br	The registered agent and street address in the State of Florida is: enda L. Hill-Riggins  504 SW 135 CT, Miami, FL 33177
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)
7.	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.  State Sales
<b>~</b> "₹\	Notary Public State of Flords Filing Fee: \$350.00

# BRENDA L. HILL-RIGGINS 2021 REVOCABLE TRUST

THIS TRUST AGREEMENT, effective this TO day of January 7th, 2021, by and between BRENDA L. HILL-RIGGINS (hereinafter collectively referred to as the "Settlor" or "Grantor"), MARCUS A. RIGGINS, BRENDA A. LINGO, JEANINE L. LINGO AND VONDA RENEE HILL (ALLEN) (hereinafter referred to as the "Trustees").

Ī.

# TRUST PROPERTY

The Settlor may from time to time herewith assign, transfer, convey and deliver, without consideration, to the Trustees and their successors, certain property and/or certain policies of life insurance, insuring the life of BRENDA L. HILL-RIGGINS. The Trustees shall have the power, exercisable in their sole discretion, during the life of the Settlor and afterwards, to apply for and/or accept such additional property or life insurance policies on the life of the Settlor, or any other beneficiary or other persons in whom any of the beneficiaries have an insurable interest, naming the Trustees as beneficiary of any such policy (collectively the "Trust Property"). The Trustees shall have full discretionary power to exercise any and all rights granted under any such policy.

The Settlor, or any other person or persons, may hereinafter desire to deposit with the Trustees additional policies of insurance upon the Insured's and/or Settlor's life or other property, cash or securities, or may wish to add to the Trust by gift, devise or bequest, under the terms of a Last Will and Testament, in which event such additional policies, cash, property or securities shall be listed on additional schedules to be attached hereto, so long as the Trustees shall consider such assets

1

acceptable. The Trustees shall provide the beneficiaries with written notice of any such additional contributions.

11.

# WITHDRAWAL AND INVASION OF TRUST PROPERTY

A. Power to Withdraw. During the life of the Settlor, the Settlor's Spouse, and children and grandchildren, JEANINE LOUCORA LINGO IRASHELDON LINGO, BRENDA ASHLEY LINGO, DIAMOND J. LINGO, DONALD JUSTICE ROBINSON, ERIC BRENDAN SMITH, IRIS SIMONE LINGO AND DAVON ISAIH KELLY (collectively the "Children" or "Child"), shall, in each calendar year, each have an absolute and unrestricted power to withdraw from this Trust their proportionate share up to the lesser of the total additions made to this Trust during each calendar year or an amount in cash or other property (including the cash value of life insurance policies, if no other eash or property is available) equal to the greater of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the aggregate value of the assets of which such demand power could be satisfied. The holder of such power is hereinafter collectively referred to as the "Donce". Said power of withdrawal shall not be cumulative from year to year, must be exercised separately foreach calendar year in which any such addition or additions is made, and shall be exercisable only by written notice to the Trustees of the amount the Donee wishes to withdraw, but no purpose for said withdrawal need be shown. Upon the death or bankruptcy of a Donee, said power shall cease as to said Donee and shall pass to the next eligible Donee.

The above power is granted to the Donee pursuant to Sections 2041 and 2514 of the Internal Revenue Code of 1986 as it exists at the date of the execution of this Revocable Insurance Trust Agreement. In the event Sections 2041(b)(2) and 2514(e) pertaining to the "lapse of power" is

subsequently amended to increase the dollar amount, then the amount of withdrawal pertaining to this paragraph shall also be increased to such amount.

B. Procedure for Notice of Withdrawal. Notice of withdrawal may be given by the Donee or the Donee's said fiduciary (other than the insured) within any time during the first thirty (30) days after receiving notice of the initial transfer of any property to this Trust and at any time within thirty (30) days after receiving notice of any subsequent transfer of any property or of any addition of cash to this Trust. Payment by the Trustees shall be only from additional contributions made during the calendar year to which the demand for withdrawal pertains and shall be made directly to the Donee or to the Donee's creditors or to anyone else the Donee directs (other than the insured) promptly upon receipt of such notice. If no written notice demanding a withdrawal is received by the Trustees within thirty-five (35) days after the Trustees notify the Donee or said fiduciary, the Trustees may, in their discretion, use such corpus or corpus additions for the payment of premiums on life insurance policies owned by the Trustees on the life of the Insured or the Settlor for any other purposes set forth in this Trust instrument. The Trustees shall provide the beneficiaries with written notice of any such additional contributions.

C. <u>Invasion by Trustees</u>. The Trustees may, in their sole discretion, exercise all incidents of ownership over any policy or policies of insurance owned by it, including but not by way of limitation, its power to borrow from the insurer or to pledge the policy for a loan from any banking institution, or to obtain the cash surrender value of the policy.

#### **DISPOSITION DURING SETTLOR'S LIFE**

If more than One Hundred Dollars' (\$100.00) worth of cash, property or other assets besides policies of insurance is added to the Trust during the Settlor's life, then the Trustees may, from time to time, pay to or apply for the benefit of the Settlor's Children so much of the income and principal as the Trustees, in their sole and absolute discretion, deem advisable for the suitable health, education, support and maintenance of the Children. Any income not expended under the terms of this Article shall be accumulated and added to principal annually.

IV.

# FAMILY TRUST FOR CHILDREN AND LINEAL DESCENDANTS

- A. Establishment of Trust. Upon the death of the Settlor, the Trustees shall hold the Trust property IN TRUST, for the benefit of the Spouse, Children, Grandchildren, Mother and Lineal Descendants as follows:
- 1. The Trustees shall apply the income from the Trust for the benefit of the Spouse, Children, Grandchildren, Mother and Lineal Descendants as they shall deem appropriate for the purposes as hereinafter set forth. Notwithstanding anything contained herein to the contrary, so long as the Spouse is also a Trustee, the Spouse may receive income from the Trust without consultation with the other Trustees. Any distribution of principal to the Spouse shall be made by the other Trustees and not the Spouse.
- (a) The Trustees shall pay to, or for the benefit of the Spouse and such Children, Grandchildren, Mother and Lineal Descendants, such part of the income and such part of the principal of the Trust as the Trustees in their absolute and uncontrolled discretion, deem

advisable for said Beneficiaries' health, maintenance, support and education (including post-graduate work). Except as provided below the Trustees shall be under no duty to equalize disbursements of principal and income as herein authorized. All such disbursements shall be charged against the Trust Fund as a whole and shall not be charged against any individual share of principal or income subsequently distributed to any Beneficiary. The Trustees may pay to, or for the benefit of, such Children or Descendants, such part of the income and such part of the principal of the Trust as the Trustees in their absolute and uncontrolled discretion, deems advisable for the purpose of providing funds to enable such Beneficiary to marry, purchase a home, enter into or purchase a business, establish a professional office, travel, purchase automobiles, and for other similar purposes. Any such distribution made for one or more of the purposes set forth in the preceding sentence shall be charged against the separate Trust Fund established for such Beneficiary pursuant to the provisions set forth herein below as an advance. For these purposes, the amount of any such advance will not bear interest and the exact amount of any such advancement or advancements shall reduce the amount to be held in a separate Trust Fund for the particular Beneficiary who has received the advancement or advancements.

(b) The Trust Fund established under this subparagraph A shall be administered as follows:

them from the Trust Fund, the costs, charges and expenses of administering the Trust Fund, or costs, charges and expenses charged against the Trustees on account of said Trust Fund or any part thereof, and after payment thereof, the Trustees may pay the current Trust income, net of expenses, to such Beneficiaries in annual or more frequent installments as may be convenient.

Notwithstanding the foregoing, all distributions under (ii)this subparagraph A to Grantor's descendants (for purposes of this Section A(2)(b)(ii)) it is the Grantor's intention that the Grantor's descendants shall have an opportunity to attain self-sufficiency during their formative years after attaining legal adulthood; the Grantor believes that such mature goals are best attained if Grantor's descendants have the responsibility of providing for themselves if they are not enrolled full time in college or professional school; because of these aims, the Trustees are instructed to consider always such desires of the Grantor in making any distribution of income or principal to such Descendants who have attained legal majority and who are not enrolled full time in college or professional school; only in rare and unusual circumstances, would the Trustees pay income or principal to a Child or Descendant of the Grantor who has attained legal age, is not enrolled full time in college or professional school, and achieving satisfactory performance, unless such descendant is working full time (or is a full time homemaker or parent) and is demonstrating at such time maturity and self-sufficiency with respect to such Descendant's life style or ability to earn money and handle his or her affairs; if such payment would enhance such maturity, such payment is permitted and encouraged; provided, however, the Trustees are directed to seriously consider the financial impact of all distributions upon such descendants in making any distributions of income or principal. Notwithstanding the foregoing, the decision of the Trustees made in good faith, after considering the standards set forth in this Agreement, shall be binding and conclusive on all persons and any dispute concerning the Trustee's interpretation of the standards set forth in this Agreement shall be subject to arbitration as set forth in Section XXIII.

(c) Prior to marriage, Beneficiaries are required to sign a valid, binding and enforceable prenuptial contract that is designed to protect Trust assets and distributions in the event of divorce,

separation, dissolution of marriage or death, and such contract shall be in existence at all times during a Beneficiary's marriage in order for such Beneficiary to receive distributions. The contracts should prevent the transfer to a Beneficiary spouse of Trust assets or distributions. Signatories of such prenuptial contracts should include the Beneficiaries, their proposed spouse and the Trustee(s). Upon such distribution of assets to a Beneficiary, such Beneficiary shall be required to maintain such assets, but not the income therein, in a separate account or accounts and not commingle these assets with a joint account with his or her spouse. The failure of a Beneficiary to follow these procedures shall entitle the Trustees to defer the distribution of any principal from a Beneficiary's Trust until such time as they determine that the above-referenced procedures have been complied with.

- 2 If the Trustees receive a future contribution of property designated for the benefit of a Child or Beneficiary of the Settlor for whom no trust created under this Article is named, the Trustees shall create a separate trust named for that Child or Beneficiary and shall allocate the contribution to that trust and administer same in accordance with the provisions of this Trust.
- 3. Termination of Trust Fund. In accordance with Florida law, the term of this Trust shall be perpetual.
- 4 Special Provisions Relating to Generation-Skipping Transfers. The provisions of this Paragraph 4 are intended to provide the Trustees with as much flexibility as possible regarding the various elections and options which may be available to them. In exercising the powers set forth in this Paragraph 4, the Trustees are requested to consult competent counsel because the exercise of the powers contained in this Paragraph 4 may have effects in other areas of this Trust and/or planning relating thereto.

- divide trusts hereunder (or hold an addition to any of the trusts created hereunder as one or more separate trusts) for both tax and administrative reasons. For example, if the Settlor's Personal Representative shall desire to allocate some or all of the Settlor's Generation Skipping Transfer exemption to any trust created hereunder, the Trustees may determine it to be desirable to create separate trusts, or to divide any such trust into separate trusts in order that no trust hereunder has an inclusion ratio [as defined in Code §2642(a)(1)] other than zero (0) or one (1). The Trustees are hereby exonerated from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustees are taken in good faith.
- Propelty for Generation-Skipping Transfer Tax. If the Trustee considers that any distribution from a Trust hereunder is a taxable distribution [as defined under Code §2612(b)] subject to a generation-skipping tax payable by the distributee, the Trustees may, in their discretion, augment the distribution by an amount which the Trustees estimate to be sufficient to pay such tax and shall charge the same against the Trust to which the tax relates. If the Trustees consider that any termination of an interest in Trust property is a taxable termination [as defined under Code §2612(a)] subject to a generation-skipping tax, the Trustees shall pay such tax from the portion of the trust property to which the tax relates or from any other source of Trust Property which is being held for the benefit of the beneficiaries to which the taxable termination relates. In paying such tax, the Trustees are requested and directed to respect the overall dispositive scheme of the Settlor, but if this is not completely or practically possible, the Trustees need not make any adjustment of the relative interests of the beneficiaries.

- 5. Notwithstanding anything to the contrary, Settlor hereby makes the following specific bequests, which the Trustees are instructed to provide as soon as reasonably practicable after the death of the Settlor and the collection of the insurance proceeds. The Trustees are to take 01% of the total insurance listed on Schedule A (or if Schedule A has not been filled in or updated as of the Settlor's death, then 01% of the total insurance collected by the Trust or the Life of the Settlor) and provide an equal share of said 01% to each of the Settlor's siblings listed below:
  - (a) The Settlor has the following siblings:
    - (a) Mark Anthony Hill
    - (b) Eric Gregory Hill
    - (c) Vonda Renee Allen
- Notwithstanding anything to the contrary, the Settlor hereby makes the following specific bequests, which the Trustees are instructed to provide as soon as reasonably practicable after the death of the Settlor and the collection of the insurance proceeds. Each of the Settlor's children listed below are to receive a distribution in the amount of Fifty one Thousand, three hundred nineteen

Dollars and 58/100 (\$51,319.58) from the total insurance listed on Schedule A (or if Schedule A has not been filled in or updated as of the Settlor's death, then from the total insurance collected by the Trust or the Life of the Settlor).

The Settlor has the following Children:

- (a) Jeanine Loucora Lingo
- (b) Ira Sheldon Lingo
- (c) Brenda Ashley Lingo
- 7. Notwithstanding anything to the contrary, the Settlor hereby makes the additional following specific bequest, which the Trustees are instructed to provide as soon as reasonably practicable after the death of the Settlor and the collection of the insurance proceeds. The Settlor's stepdaughter Tryone Kemp is to receive a distribution of Five Thousand Dollars (\$5,000).

### **DESIGNATION OF TRUSTEES**

- A. The Settlor nominates and appoints MARCUS A. RIGGINS, BRENDA A. LINGO, JEANINE L. LINGO AND VONDA RENEE ALLEN AND MAJOR SHEREA GREEN as Co-Trustees of the Trust created hereunder. If for any reason there is more than one Trustee, all decisions of the trustee shall be made by majority vote, of the Trustees.
- B. Both the Trustees and any Successor Trustees may each appoint in writing an alternative individual trustee to serve hereunder in the event that there is no individual Trustee or Successor Trustee able to serve hereunder, except that there shall never be less than two (2) trustees serving hereunder if one of the Trustees is an individual. If all of the above named Trustees resign or shall

for any reason cease or fail to serve, and no Successor Trustee is appointed who then serves hereunder, then the beneficiary or a majority of beneficiaries (herein referred to as the "Beneficiaries") to whom, or to whose use the current net income of the Trust estate is at the time authorized or required to be paid or applied may, by a written instrument signed and acknowledged by him or her, or them, as the case may be, and delivered to the appointee, appoint a successor Trustee or Trustees. A corporate Trustee must be authorized to perform services in the State of Florida and have corporate power and authority to administer the Trust hereunder (the "Corporate Trustee"). In the event a beneficiary is under the age of twenty-one (21), then his or her guardian shall vote on his or her behalf with respect to the above appointments. At no time shall there ever be less than two (2) Trustees serving unless there is a Corporate Trustee serving hereunder, in which event, one (1) Trustee shall be permissible.

- C. In addition to the above, the individual Trustees serving hereunder shall likewise have the right to appoint successor Trustees to serve hereunder, which successor Trustees does not necessarily need to be a Corporate Trustee.
- D. A Trustee may at any time resign the office as Trustee hereunder by delivering sixty (60) days' written notice of resignation to the Beneficiaries of this Trust and the other Trustees, or the Settlor (if then living).
- E. Every successor Trustee shall have all the powers given the originally named Trustee. No successor Trustee shall be personally liable for any act or omission of any predecessor. With the Settlor's approval if living, otherwise with the approval of a majority in interest of the Beneficiaries then entitled to receive or have the benefit of the income from the Trust, a successor Trustee may accept the account rendered and the property received as a full and complete discharge to the

predecessor Trustee without incurring any liability for so doing, except that a successor to the Settlor serving as Trustee shall without approval accept the assets delivered to the successor Trustee as constituting all of the property to which the successor Trustee is entitled and shall not inquire into the predecessor Trustee's administration or accounting as Trustee.

- F. All Trusts created under this instrument need not have or continue to have the same trustee. The provisions of this instrument that relate to the Trustees shall be separately applicable to each Trust held hereunder. While two or more Trustees are acting, the following provisions shall apply where the context admits notwithstanding any other provisions of this Trust:
- The Corporate Trustee, if any, shall have custody of the trust property and of the books and records of the Trustees;
- 2. With respect to any matter as to which two or more Trustees have joint authority, a Trustee, by written notice, may temporarily delegate any or all of that Trustee's rights, powers, duties, and discretion as trustee to any other Trustees sharing that authority, with the consent of the latter;
- 3. The Trustees may establish bank and brokerage accounts and may authorize that checks or drafts may be drawn on, or withdrawal made from, any such account on the individual signature of any Trustees;
- 4. Any Trustee alone may perform on behalf of the Trustees all acts necessary for the acquisition, sale and transfer of personal and real property, including the giving of directions and the signing and endorsing of checks and other negotiable instruments, stock and bond certificates and powers, deeds of real estate and related transfer documents, applications, tax forms and other forms or documents; and no person dealing with the Trustees need inquire into the propriety of any such act if such Trustee certifies in writing to that person that the Trustees have approved that act;

- 5. A Trustee shall be presumed to have approved a proposed act or decision to refrain from acting if that Trustee fails to indicate approval or disapproval thereof within fifteen days after a written request for approval, and a Trustee shall not be required to continue to make a proposal which has been disapproved on at least two occasions if that Trustee has informed each disapproving Co-Trustee that continued disapproval will be assumed until notice to the contrary has been received; and
- 6. The Trustees may execute documents by jointly signing one document or separately signing concurrent counterpart documents.

Unless specifically provided otherwise, at any time when more than one person is designated to act in the same fiduciary capacity, the action or decision of amajority in number shall control; and a person who does not vote or does not concur in any vote shall not be liable for any act or failure to act of the others. However, it is the Settlor's express intention and desire that the Corporate Trustee appointed hereunder assume primary responsibility for managing the Trust assets, except to the extent that such management activities have been otherwise delegated to a counselor as provided for herein; however; the Corporate Trustee shall have no responsibility for the purchase or maintenance of the insurance policies acquired hereunder, except the Corporate Trustee shall be responsible for the administrative activities, such as applications, payment of premiums and execution of documents related hereto.

G. If any individual entitled to act under the preceding provisions of this Article is then disabled and such disability does not otherwise disqualify the individual from acting, the lawful guardian of that individual may sign the instrument of appointment or approval on his orher behalf.

- H. If any Corporate Trustee designated to actor at any time acting hereunder is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become Trustee in place of its predecessor.
- 1. Any person designated to act in a fiduciary capacity may release or renounce any or all powers granted hereunder at any time by written instrument filed with the trust records, and, if so specified, that release or renunciation shall bind all successors acting in that fiduciary capacity. Except as otherwise provided in the preceding sentence, the incumbent Trustees shall have all of the title, powers, and discretion granted to the original Trustees, without court order or act of transfer. No Successor Trustee shall be personally liable for any actor failure to act of a predecessor Trustee.
- J. The Trustees' exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certificate of a Trustee that such Trustee is acting in compliance with this instrument shall fully protect all persons dealing with the Trustee.
- K. Compensation of the Trustee. Each individual Trustee is entitled to compensation for services in administering this Trust and to reimbursement for expenses, except if the serving Trustee is a family member of the Grantor or a Beneficiary of this Trust, then no compensation shall be paid to such Trustee. Each Corporate Trustee (if any) shall be entitled to compensation in accordance with its published fee schedule in effect at the time services are rendered and each non-family member Trustee shall be entitled to reasonable compensation based upon applicable standards then in effect in the county where most of the beneficiaries reside (if applicable). Therefore, compensation arrangements may be superseded from time to time by separate written agreement by

and between the Trustee and the Beneficiaries, which fee agreement may cover fees for services rendered or to be rendered during the then Beneficiaries lifetimes with respect to the Beneficiaries separate Trust Fund.

## COLLECTION OF INSURANCE PROCEEDS

Whenever any insurance policy held hereunder shall, to the knowledge of the Trustee, have matured, the Trustees shall use their best efforts to collect all sums payable thereunder, but shall not be required to take any legal proceedings until indemnified. Upon the death of the Insured, the Trustees are authorized to elect any mode of settlement permitted by the terms and provisions of such policy, if the Trustees determine, in their sole discretion, that such election would be in the best interests of the Beneficiaries hereunder. The Trustees shall have full power to direct the insurance company which issued such policy to hold and retain the proceeds there of inlieu of making payment to the Trustees hereunder; and to make payments of interest and principal to and in accordance with the written instructions of the Trustees. The Trustees are authorized, without order of court, to compromise and adjust claims arising out of said policies with respect to amounts payable to him in accordance herewith, upon such terms and conditions as he may deem just; and the decision of the Trustees shall be binding and conclusive upon all persons interested therein.

Unless specifically requested in writing by the Grantor or any permissible beneficiary hereunder and accepted by the Corporate Trustee, the Corporate Trustee shall have no duty or responsibility whatsoever to evaluate any life insurance policy held hereunder, regardless of how the policy may be acquired, norto evaluate the financial condition of the underwriter of any such policy, it being the Grantor's intent that Trustee shall be held harmless from any loss or liability with respect

to the failure of any insurance underwriter to perform its obligations under a life insurance policy, or other such contract, or by poor investment performance or any other action or inaction by any insurance underwriter. Nothing contained herein shall be construed to excuse or relieve the Corporate Trustee of the responsibility for administrative activities, such as applications, payment of premiums and execution of documents related hereto.

#### VII.

# **AUTHORITY TO PAY TAXES**

- A. Upon the death of the Settlor, and if any life insurance policies or the proceeds of any policies insuring the Insured's life are included in the Settlor's gross estate for Federal estate tax purposes, then and to the extent any such property is included in the Settlor's gross estate for Federal estate tax purposes, the Trustees shall pay all taxes which shall be properly charged against the Trust estate by reason of the death of the Settlor. If any Personal Representative, Executor, Administrator, or other person acting in a fiduciary capacity shall have paid any estate, inheritance, or succession taxes upon or with respect to any or all of the Trust estate required to be included in the gross estate of the Settlor, the Trustees shall reimburse such Personal Representative, Executor, Administrator, or other person acting in a fiduciary capacity for the amount of such taxes.
- B. The Trustees shall make such elections under the tax laws as the Trustees deem advisable, without regard to the relative interests of the Beneficiaries. No adjustment shall be made between

principal and income or in the relative interests of the Beneficiaries to compensate for the effect of elections under the tax laws made by the Settlor's Personal Representative or by the Trustees.

#### VIII.

# **POWERS OF TRUSTEES**

In the administration of the Trust estate, the Trustees shall have the following powers, all of which shall be exercised in a fiduciary capacity:

- A. To hold and continue to hold as an investment, the property received hereunder so long as they deem proper, and to invest and reinvest in any securities or property deemed by it to be for the best interest of the Trust, without being limited to trust or chancery investments provided by law.
- B. To purchase or subscribe to any securities or other property with any cash held by the Trustees.
- C. To sell and convey any of the property of the Trust or any interest therein, or to exchange or redeem the same for other property, for such price or prices and upon such terms as in the Trustees' discretion and judgment may be deemed for the best interest of the Trust, and to execute

and deliver any deed or deeds (with or without warranty), receipts, releases, contracts, or other instruments necessary in connection therewith.

- D. To exercise any conversion privilege or subscription right available in connection with any securities or other property held.
- E. To consent to the reorganization, consolidation, merger, or readjustment of the finances of any corporation, company, or association, or to the sale, mortgage, pledge, or lease of the Trust property thereof or any part thereof, or other property of which may at any time be held by the Trustees, and to do any act or exercise any power with reference thereto, including the exercise of

conversion, subscription, purchase or other options, the deposit, surrender or exchange of securities, the entrance into voting trusts or shareholder agreements, and the making of agreements or subscriptions which the Trustees may deem necessary or advisable in connection therewith, all without applying to any court for permission to do so, and to hold and redeem or sell or otherwise dispose of any securities or other property which the Trustees may acquire.

- F. The Trustees shall have the power to vote, personally or by general or limited proxy, any share of stock included within the trust corpus, and similarly to exercise, personally or by general or limited power of attorney, any right appurtenant to any securities or other property held by the Trustees.
- G. To make distributions (including the satisfaction of any pecuniary bequest) to any person required under the terms of this Agreement, in cash or in specific properties, real or personal; or an undivided interest therein or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property allocated to any Beneficiary (including any trust).
- H. To register any securities held by the Trustees hereunder in the Trustees' ownname or in the name of a nominee.
- 1. To compromise, settle, arbitrate, or defend any claim or demand in favor of or against the Trust (including litigation, whether commenced before or after the Settlor's death); to enforce any bonds, mortgages, or other obligations or liens held hereunder; and to enter upon such contracts and agreements and to make such compromises or settlements of debts, claims, or controversies as the Trustees may deem necessary or advisable.
- J. To incur and pay the ordinary and necessary expenses of administration, including (but not byway of limitation) reasonable attorneys' fees, accountants' fees, custodians' fees, and the like.

- K. To deduct, retain, expend, and pay out of income or principal, in the discretion of the Trustees; any money belonging to the Trust, any and all necessary and proper expenses in connection with the operation and conduct of the Trust, and to pay all real estate taxes, property taxes, income taxes, insurance premiums, and other legal assessments, debts, claims or charges which at any time may be due and owing by or which may exist against the Trust.
- L. To determine the allocation of receipts between principal and income, provided such allocation or apportionment is not inconsistent with the beneficial enjoyment of Trust property accorded to a lifetenant or remainderman under the general principles of the law of trusts; provided, further, that all rights to subscribe to new or additional stock or securities and all liquidating dividends shall be deemed to be principal; provided, further, that all dividends payable in stock of the corporation declaring the same shall be deemed to be principal, except that such dividends paid at regular or substantially regular intervals out of income (which shall be determined by the Trustees) shall be deemed to be income; and provided, further, that all cash dividends, except liquidating dividends, shall be deemed to be income.
- M. To act hereunder through an agent or attorney-in-fact, by and under power of attorney duly executed by the Trustees, in carrying out any of the powers and duties herein authorized.
- N. To lease any or all of the real property held by the Trustees hereunder, for such amounts, upon such terms, and in such manner as to the Trustees may deem proper, whether providing for the construction of renewal, and for terms in excess of the statutory period for leases made by a Trustees. Any lease made in pursuance of this power shall be valid and effective and binding upon the remaindermen for the entire term thereof, including such thereof as may extend beyond the date of the termination of any or all Trusts created hereby.

- 0. To modify the interest rate or any guaranty on any mortgage constituting a part of the Trust estate.
- P. To continue mortgages upon and after maturity with or without renewal or extension upon such terms as may seem to the Trustees advisable, without reference to the value of the mortgage security at the time of such renewal or extension.
- Q. To foreclose, as an incident to collection of any bond or note, any mortgage securing such bond or note, and to purchase the mortgaged property or acquire the property by deed from the mortgagor without foreclosure.
- R. To set up reserves out of income for taxes, assessments, repairs and general upkeep of real property.
- S. To make all repairs and improvements at any time deemed necessary and proper to and upon real property constituting a part of the Trust, and to determine the extent to which the cost of such repairs and improvements shall be apportioned as between corpus and income.
- T. To make, execute and deliver any and all deeds, leases, mortgages, conveyances, contracts, waivers, releases, or other instruments necessary or proper for the accomplishment of any of the foregoing powers and to do all other acts, which in the Trustee's judgment, may be necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust estate.
- U. To exercise such other powers vested in the Trustees by the laws of the State of Florida as presently existing and as may be amended.
- V. Nothing in this Agreement shall be construed to restrict the Trustees from investing the Trust assets in a manner which could result in the annual realization of a reasonable amount of

income or gain from the sale or disposition of Trust assets. Subject to the provisions hereinafter, the Trustees are to diversify the Trust estate in order to provide income to the income beneficiaries, but that such diversification is to occur over time in the Trustees' discretion and not in a precipitous manner solely for the purpose of diversification or for short-term liquidity.

- W. If at anytime after the Settlor's death the Trustees shall determine that the Trust and/or a Trust for a specific Child or Beneficiary is no longer economical to administer consistent with the Settlor's intent (in the light of the value of the Trust Property, the number and location of Beneficiaries, changes in the law, or other factors that justify its termination, taking into account the relative benefits and burdens of continuing the Trust), the Trustees, without further responsibility, may (but need not) distribute the remaining Trust Principal to the current Beneficiary for such Trust.
- X. If a Corporate Trustee is serving, the Corporate Trustee shall have custody of the Trust property, keep the records of the Trust and prepare accountings. The individual Trustees (if applicable) may at any time or times by a writing delivered to the corporate Trustee delegate to it any or all of his powers. The statement of the corporate Trustee as to whether the individual Trustee is acting or has delegated to it any or all of his powers shall protect all persons dealing with the Trust.
- Y. To purchase and maintain life insurance on the life of the Settlor from the principal or income of this Trust.
- Z. During the lifetime of the Settlor and notwithstanding anything to the contrary contained in this Agreement, without the written approval of a majority of the Current Income Beneficiaries of the trust in question first being obtained may (or in the absence of any Current Income Beneficiaries, then in no event may):

- 1. any person purchase, exchange, or otherwise deal with or dispose of any portion or all of the Trust Corpus or income for less than an adequate consideration inmoney or money's worth.
- 2. the Settlor, directly or indirectly, borrow any portion or all of the Trust Corpus or income without adequate interest or without adequate security.
- 3. the Trust acquire for value, or having acquired by gratuitous transfer, retain, stock or other securities of a corporation in which the holdings of the Settlor are significant from the viewpoint of voting control, where the power to vote or direct the voting of such stock or securities owned by the Trust is or has been placed into the hands of any person in a non-fiduciary capacity without the approval or consent of the Trustees.
- 4. the Trust acquire for value, or having acquired by gratuitous transfer, retain, stock or other securities of acorporation in which the holdings of the Settlor are significant from the viewpoint of voting control, where the power to control the investment or reinvestment or to veto proposed investments or reinvestments of such stock or other securities owned by the Trust is or has been placed into the hands of any person in a non-fiduciary capacity without the approval or consent of the Trustees.
- the Settlor reacquire any part or all of the Trust Corpus by substituting other
   property of an equivalent value.
  - 6. any portion or all of the income of the Trust Estate be:
- (a) distributed, or held, or accumulated for future distribution to the Settlor.

(b) applied to the payment of premiums on policies of insurance on the life of the Settlor [except policies of insurance irrevocably payable for a purpose specified in Code § 170(c)].

AA. The provisions made for any Beneficiary for whom the Settlor has, under any applicable relevant law, an obligation of support, are not intended to and shall not relieve, diminish or satisfy any legal obligation of the Settlor to support, maintain, and care for such Beneficiary in accordance with the normal relationship to which such law attaches such support obligation. Therefore, notwithstanding anything to be contrary contained herein, any payments made to such Beneficiaries shall be in addition to rather than in substitution for the aforesaid obligation of the Settlor, and the Trustees shall not make any payments for the purpose of relieving, diminishing, or satisfying the Settlor's obligation to support, maintain and care for such Beneficiaries in the normal relationship to which such law attaches such support obligation.

BB. To apply for, purchase, accept, own, and retain insurance policies and annuity contracts on the life (or with respect to the Disability) of any person and all right, title and interest in such policies and contracts; and to maintain, exercise, and dispose of any and all rights, powers, and privileges accruing under any life (or disability) insurance policies or annuity contracts forming a part of the Trust Property at any time; and the proceeds thereof shall be the property of, belong to, and be exercisable by the Trustees as the sole owner of said policies or contracts. Without limiting the generality of the foregoing, the Trustees shall have the right:

1. To receive or apply dividends or distributive shares of surplus disability benefits, surrender values, or the proceeds of matured endowments;

- 2. To obtain and receive from the respective insurers or issuers such advances and loans on account of such policies or contracts as may be available;
  - 3. To exercise any option, right, or privilege granted in a policy or contract;
  - 4. To sell, assign, or pledge a policy or contract;
- 5. To change the beneficiary of a policy, except that no one other than the Trustees (as Trustee and not individually) may be named as beneficiary of a policy so changed;
  - 6. To convert a policy into other forms of insurance; and
- 7. To exercise any and all other rights, powers, and privileges which the owner of such policies or contracts may have thereunder, whether or not hereinabove mentioned. The insurer or issuer under each such policy or contract is hereby authorized to make payments to the Trustees and to act solely upon the instructions of the Trustees and in every respect to deal solely with the Trustees as the absolute owner of said policy or contract. Such insurer or issuer shall not be responsible for the proper application or disposition of any funds paid by it to the Trustees; and the receipt of the Trustees to each insurer or issuer shall be effective to release and discharge such insurer or issuer for any payment so made and shall be binding upon every Beneficiary of each trust hereby created.
- CC. To pay premiums on annuity contracts and on insurance on the life (or regarding the disability) of any person. Provided, however, that the Trustees shall be under no duty to pay any premium assessment or other charges necessary to maintain in force any insurance policy or contract, and shall be under no duty either to keep informed with respect to such payments or to take any other action to maintain in force any such policy or contract.
- DD. Upon the maturity of each insurance policy and/or annuity contract which may at any time form part of the Trust Property, or of which the Trustees may, at any time, be designated as

beneficiary or payee in the event of the death of the insured or upon the occurrence of any other specified event, the Trustees are hereby empowered:

- 1. To submit to the appropriate parties timely proof of death and such other proof as may be necessary to collect the proceeds due by reason of the maturing of such policies and/or contracts;
- 2. To permit the proceeds of any such policy or contract payable to the Trustees or any share or portion of such proceeds to remain with the insurer or issuer of any such insurance policy or annuity contract under any option available under the terms of such policy or contract;
- 3. To institute and maintain any proceeding at law or in equity to enforce any payment of any such policy or contract;
- 4. To do and perform any and all acts and things which may be necessary or proper for the purpose of collecting any sums which may be due and payable pursuant to the terms and provisions of any such policy or contract. Provided, however, that the Trustees shall not be required to maintain or defend any litigation in connection with these matters unless the Trustees shall be indemnified to the Trustees' satisfaction against all expenses and liabilities which may arise on account of any such litigation;
- 5. To compromise and adjust claims arising out of any such policy or contract upon such terms and conditions as the Trustees may, in his sole discretion, deem best, and in this connection, the decisions of the Trustees shall be binding and conclusive upon all persons beneficially interested in the Trust; and
- 6. To give receipts to any insurer or issuer of any such insurance policy or annuity contract for any amounts received by the Trustees as the proceeds of any such policy or contract; such receipt by the Trustees shall be a complete discharge from further liability thereunder to such insurer

or issuer of such insurance policy or annuity contract, and such insurer or such issuer of such insurance policy or annuity contract shall not be required to see the application of any such proceeds received by the Trustees; provided, however, that the Trustees shall not reimburse any person interested in any insurance policy or annuity contract on account of the application of the proceeds of any such policy or contract in satisfaction of any indebtedness to which such policy or contract is subject, nor shall said person be subrogated to the rights of the creditors in any collateral because of such indebtedness.

IX.

# TRUSTEES TO SERVE WITHOUT BOND OR COURT SUPERVISION

Neither the Trustees named herein nor any successor Trustee, whether named herein or not, shall be required to give or file any bond or other security for the faithful performance of the duties of said office. The Settlor directs that no accounts need be filed in any courts by any Trustee, nor that any of the Trusts created by this Agreement need be submitted to the jurisdiction of any court. However, the Trustees or the Beneficiaries of any Trust created by this instrument are not prohibited from obtaining a court adjudication of any of the Trustees' accounts or they may request court instructions or submit a dispute to the appropriate court at any time they may take more than one or all of said actions.

# ACCOUNTING STATEMENTS BY THE TRUSTEES

The Trustees shall at least annually render to all adult income Beneficiaries and to any court appointed personal representatives of any minor or incompetent income Beneficiary, statements of its management of this Trust, showing all receipts, disbursements and distributions of both income and principal. If the Trustees do not receive any objection in writing from said persons withinninety (90) days after the rendering of said statements, such statements shall be deemed approved by said persons, and such approval as to all matters and transactions stated in said statements or shown thereby shall be final and binding upon all persons, whether in being or not, who are then or may thereafter be interested in, or entitled to share in, either the income or principal of such Trust. However, the right to assent to the Trustees' account does not include any power or right to enlarge or shift the beneficial interest of any Beneficiary of the Trust.

# PROVISION WITH RESPECT TO LIFE INSURANCE POLICIES

A. The Settlor shall be under no duty to pay premiums, assessments or other charges necessary to keep each policy included in the Trust in force, and the Settlor shall incur no liability to the Beneficiaries of the Trust or to any other person if they shall permit any policy to lapse for nonpayment of premiums, assessments or charges, or otherwise permit such policy to become uncollectible. The Trustees shall be obligated to pay premiums, assessments or charges necessary to keep each insurance policy included in the Trust in force, but said obligation shall only exist to the extent that income or corpus of the Trust is available for payment. The Trustees shall give the Settlor immediate written notice of any premium payment that may become due. The Trustees shall have no other duty hereunder with respect to such policies except that they shall be responsible for the safekeeping of such policies as are assigned to or deposited with them.

- B. The Settlor reserves no rights in any policies or portions thereof irrevocably assigned to the Trustees and neither possesses nor will possess any rights in any policies or portions thereof taken out or to be taken out on or anyone else's life by the Trustees.
- vested with all right, title and interest in and to any such policies and shall have the power, without the consent or approval of the Settlor and consistent with ownership of such policies, to change the Beneficiary of any such policies, or surrender or cancel any such policies, to assign any such policies, to revoke any assignment of any such policies, to pledge any such policies for a loan, to obtain from the insurance aloan against the surrender value of any such policies, or to exercise any other incident of ownership as to any such policies and shall enjoy all of the benefits relating to all of such policies. Any insurer who has issued any policy held hereunder is hereby authorized and directed to recognize the Trustees as absolute owner of such policy of insurance and as fully entitled to all rights, powers, options or privileges under such policy; and any receipts, releases and other instruments executed by the Trustees in connection with such policy shall be binding and conclusive upon the insurer when executed in accordance with the terms of such policy, and shall be binding and conclusive upon all persons interested in this Trust.

XII.

## SPENDTHRIFT CLAUSE AND BENEFICIARY'S DISABILITY

A. No Beneficiary of any trust created by this Instrument or pursuant to the exercise of any power of appointment created hereunder (if the donee of the power shall so specify) shall have the power to anticipate, dispose, transfer, sell, assign or encumber any payment or distribution of either principal or income to be made under the provisions of such trust, and any anticipation, transfer, sale,

assignment or encumbrance of any interest of any such Beneficiary, whether of principal or income, whether by voluntary act or by operation of law, shall be void, and no payment or distribution shall be made by the Trustees to any creditor, assignee, receiver, or Trustees in bankruptcy of any such Beneficiary. In the event that the Trustees determine that a claim would attach to any distribution that would be made to a Beneficiary, the Trustees in their sole reasonable discretion are entitled to withhold distribution for an indefinite period of time until such time as such claim would no longer attach.

B. Whenever and as often as the Beneficiary of any Trust created hereunder to whom payments are herein directed to be made shall be under a legal disability or in the sole judgment of the Trustees, shall otherwise be unable to apply such payments to his or her best interest and advantage, the Trustees may make allor any portion of such payments by expending the same for the benefit of such Beneficiary, or by making payments to the legal guardian or conservator of such Beneficiary.

#### XIII.

#### SUBSTANCE ABUSE

- A. If the Trustees reasonably believe that a beneficiary of any trust created under this Trust:
- 1. Routinely or frequently uses or consumes any illegal drug or other illegal chemical substance so as to be physically or psychologically dependent upon that drug or substance, either physically, psychologically or emotionally, or
- 2. Is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or

psychiatrist in a current program of treatment supervised by such doctor or psychiatrist, and if the Trustees reasonably believe that as a result of such use or consumption the beneficiary is incapable of caring for himself or herself or is likely to dissipate his orher financial resources, all distributions of income or principal (including distributions upon termination of the trust) to a beneficiary will be suspended. In that event, the following provisions will apply.

- B. Testing. The Trustees shall request the beneficiary to submit to one or more examinations (including, without limit, laboratory tests of hair, tissue, or bodily fluids) determined to be appropriate by aboard certified medical doctor or psychiatrist and to consent to full disclosure by the examining doctor or facility to the Trustees of the results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustees may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Individual Trustees without the prior written permission of the beneficiary.
- C. Treatment. If, in the opinion of the examining doctor or psychiatrist, the examination indicates current or recent use of a drug or substance as described above, the beneficiary shall consult with the examining doctor or psychiatrist to determine and appropriate method of treatment for the beneficiary (for example, counseling, or treatment on an in-patient basis in arehabilitation facility) that is acceptable to the Trustees. If the beneficiary consents to the treatment, the Trustees shall pay the costs of treatment directly to the provider or those services from the income or principal otherwise authorized or required to be distributed to that beneficiary.

- D. <u>Discretionarr Distributions</u>. While distributions are suspended, the trust is to be administered as a fully discretionary trust to provide for the beneficiary's health, education, support, and maintenance.
- E. Resumption of Distributions. The Trustees may resume making distributions when, in the case of use or consumption of an illegal substance, examinations indicate no such use and, in all cases, when the Trustees, in their sole discretion, have determined that the beneficiary is fully capable of caring for himself or herself and is no longer likely to dissipate his or her financial resources.
- F. <u>Disposition of Susnended Amounts.</u> When distributions to the beneficiary are resumed, the remaining balance, if any, of the distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustees shall distribute the remaining balance of those suspended amounts to the persons who would be the alternate beneficiaries of that beneficiary's share as otherwise provided in this Trust.
- G. Exoneration. No Trustee (nor any doctor or psychiatrist retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustees will have no duty to inquire whether a beneficiary uses drugs or other substances as described in this article. The Trustees (and any doctor or psychiatrist retained by the Trustees) is to be indemnified from the Trust Estate and held harmless from any liability of any nature in exercising its judgment and authority under this article, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.
- H. Tax Savings Provision. Despite the provisions of this article, the Trustees cannot suspend any mandatory distributions to or for the benefit of a beneficiary that are required in order for that

trust to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust, or that are required to qualify the trust as a qualified subchapter S trust.

#### XIV.

## SPECIAL TRUST PROVISIONS AND RESTRICTIONS

The provisions of any trust created under the terms of this Trust shall, notwithstanding anything to the contrary contained herein, be subject to the terms of this Article XV.

- A. <u>Sprinkling Powers</u>. The Trustees shall have no power or authority to sprinkle income and/or principal hereunder among the Beneficiaries hereof except as expressly provided for herein.
- B. Exercise of Discretion. In exercising his discretionary authority with respect to the payment of the income or principal of the Trust Property or any share thereof to any Beneficiary under any of the provisions herein set forth, the Trustees may take into consideration any income of or other means of care, maintenance, support and education available to such Beneficiary from sources outside of the Trust that may be known to the Trustees; and the determination of the Trustees with respect to the necessity for and the amounts of any payments from net income or principal to be made to or for the benefit of any Beneficiary as herein provided shall be conclusive upon all persons how so ever interested in the trusts created hereunder.
- C. <u>Termination Provisions</u>. If at any time, after the Settlor's death, the Trustee in their sole discretion shall determine that the amount of assets held in any trust hereunder does not warrant continuing to hold the same intrust, the Trustees may pay the same without formal accounting to the Beneficiaries of such Trust consistent with the terms of the Trust, and upon such payment or deposit, the Trustees shall be relieved of any further liability in connection with such fund.

- Assets, any and all estate, inheritance, generation-skipping transfer, death, excise, transfer, succession taxes and/or any other taxes (collectively the "Death Taxes") which may be payable (pursuant to the following sentence of this Paragraph XV.D.) by reason of the Settlor's death. The Trust shall be liable for that portion of any Death Taxes equal to the full amount of Death Taxes, multiplied by a fraction, the numerator of which is equal to the total value (net of liabilities) of the Trust Property which is includible in the gross estate of the Settlor for Federal estate tax purposes as finally determined as of the applicable valuation date for Federal estate tax purposes (the "Valuation Date"), and the denominator of which is equal to the Settlor's entire (net of liabilities) gross estate for Federal estate tax purposes as of the Valuation Date.
- E. <u>Obligation of Support.</u> Notwithstanding any other provision hereof to the contrary, the Trustees shall make no distribution to any Beneficiary if any other person is legally obligated to support such Beneficiary (except a support obligation existing between a Husband and Wife), unless:
- 1. such distribution could inno way be construed as discharging (to any extent) an obligation of support which any other person has with respect to the Beneficiary, or
- 2. the person who is legally obligated to support such Beneficiary shall be financially unable to discharge such obligation (but a distribution made pursuant to this clause shall only be permitted to the extent that the person who is legally obligated to support the Beneficiary is unable to do so), or
- 3. the Trustees are satisfied that the person having the legal obligation has no intention (or has otherwise indicated an unwillingness) to meet such obligation.

- F. Special Provisions Relating to Generation-Skipping Transfers. The provisions of this Paragraph XV.G. are intended to provide the Trustees with as much flexibility as possible regarding the various elections and options which may be available to them. In exercising the powers set forth in this Paragraph XV.G., the Trustees are requested to consult competent counsel because the exercise of the powers contained in this Paragraph XV.G. may have effects in other areas of this Trust and/or the planning relating thereto.
- G. <u>Division into Exempt and Non-Exempt Trusts.</u> The Trustees may divide trusts hereunder (or hold an addition to any of the trusts created hereunder as one or more separate trusts) for both tax and administrative reasons. For example, if the Settlor's Personal Representative shall desire to allocate some or all of the Settlor's Generation Skipping Transfer exemption to any trust created hereunder, the Trustees may determine it to be desirable to create separate trusts, orto divide any such trust into separate trusts in order that no trust hereunder has an inclusion ratio [as defined in Code §2642(a)(1)] other than zero (0) or one (1). The Trustees are hereby exonerated from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustees are taken in good faith.
- H. Authorization to Augment Trust Distribution and To Charge Trust Property for Generation-Skipping Transfer Tax. If the Trustee considers that any distribution from a Trust hereunder is a taxable distribution [as defined under Code § 2612(b)] subject to a generation-skipping tax payable by the distributee, the Trustees may, in their discretion, augment the distribution by an amount which the Trustees estimate to be sufficient to pay such tax and shall charge the same against the Trust to which the tax relates. If the Trustees consider that any termination of an interest in Trust property is a taxable termination [as defined under Code § 2612(a)] subject to a generation-

skipping tax, the Trustees shall pay such tax from the portion of the trust property to which the tax relates or from any other source of Trust Property which is being held for the benefit of the beneficiaries to which the taxable termination relates. In paying such tax, the Trustees are requested and directed to respect the overall dispositive scheme of the Settlor, but if this is not completely or practically possible, the Trustees need not make any adjustment of the relative interests of the Beneficiaries.

- I. Certain Trustees' Limited Power of Amendment.
- Purpose of Amendments. In the case of each separate Trust at any time in existence hereunder, such Trust's then Trustees, other than any Trustee:
  - (a) Who has ever made a gift transfer to such trust or;
- (b) Who is a beneficiary of such trust (except in the case of any amendment which does not result in such trustee beneficiary receiving any new or enlarged direct or indirect financial benefit from such trust within that meaning of Code § 2041);
- (c) from time to time may, notwithstanding any other provision of this instrument, amend or restate this instrument, including its dispositive, administrative, and other provisions of all kinds, in order to permit such trustee(s):
- i. To cope with tax and/or other circumstantial changes that may affect such trust and/or its beneficiaries,
- ii. To take advantage of changed trust drafting approaches to coping with potential trust problems (or otherwise improve the clarity and administerability of the trust provisions), and/or

which are no longer operative in the ongoing adminisoation of such trust due to changed circumstances with respect to:

- (a) Such trust; and
- under this Instrument to hold, part or all of assets of such trust ("trusts that result from such trust"), in whatever way or ways, such trustee, in the exercise of such trustee's sole discretion, may deem appropriate in the best interests of the Current Income Beneficiary(ies) of such trust(s) and of each such beneficiary's family as a whole. Such trustee shall be guided by what, in the sole judgment of such trustee alone, would be the Settlor's original intent hereunder in the light of the then circumstances. This power of amendment shall include, by way of example and not limitation, the power to:
- defined in Code § 2041) and special powers of appointment with respect to part or all of any trust property (such powers may be made subject to any conditions or consents and limited to such objects as may be described in the grant or reduction of each power),
- ii) Add mandatory distribution or set aside provisions for one or more beneficiaries or permissible distributees,
- for herein (and all related trustee and other provisions) to ensure that such trust meets any and all federal statutory and regulatory requirements necessary permit that trust to qualify for the noncitizen

Spouse's qualified domestic trust marital deduction election provided for under § 2056A(effective as of such Spouse's death),

subtrusts or subaccounts (equivalent to a separate trust) in any trust hereunder with respect to which subtrust or subaccount more restrictive or other administrative or dispositive provisions are made applicable in order to permit some or all of the properties or interests that may at anytime be held in or allocable to that trust to be segregated and transferred to, that subtrust or subaccount to achieve some tax or other benefit that would otherwise not be available to such property or interest or to the primary beneficiary or one or more of the other current beneficiaries of that trust - such as, byway of example and not limitation, to permit:

a. Such property, interest, or beneficiary to qualify for any governmental or tax benefit, generation-skipping transfer tax exemption or Code § 2332A election,

b. A disclaimer to be made, or Shares of S corporation stock to be held in a subaccount that satisfies the statutory requirements of aqualifying stockholder, and

c. Restrict in any way, revocably or irrevocably, the future exercise of any power held by any beneficiary(ies) and/or trustee(s) hereunder.

2. <u>Restrictions on Amendments.</u> Notwithstanding anything to the contrary contained above, however, under no circumstances shall any such amendment [with respect only to any trust already in existence hereunder (i.e., property has already been transferred to such trust)]:

- (a) Extend the period of any such trust's existence beyond the applicable rule against perpetuities limitation contained in the laws of the State of Florida;
- (b) Diminish in any way (that is not controlled by the beneficiary) any enforceable right any beneficiary may already have (under the then terms of this instrument) to receive the income (if any trust, currently or at an time in the future (but, to the extent that an amendment benefits or grants a power to any beneficiary of a trust, it may diminish the rights of one or more beneficiaries to receive in the future the income of that trust or of any trusts that result from that trust),
  - (c) Reduce in any way the restrictions or limitations on:
    - i. Settlor and Trustee actions as set forth above;
    - ii. The Trustees' limited power of amendment under this

subparagraph; and

- who can qualify to serve as Trustees as set forthherein unless as a result of some change in the federal tax laws, regulations, or rulings on which taxpayers may rely, such reduction of restrictions and/or limitations will no longer have any adverse transfer tax effect on such trust, any person who directly or indirectly has transferred assets to it, or any of its beneficiaries [all of which provisions may, however, be amended, irrevocably and binding on successors, to increase such restrictions and limitations in any way such amending trustee may deem appropriate].
  - (d) Give:
- i. Any trustee any powers or discretion that are either granted exclusively to a co-trustee or from the exercise of which such trustee is excluded for any reason nor

- ii. Anyone acting in a nonfiduciary capacity any powers granted herein to fiduciaries unless, in either case, as a result of a change in law, such amendment will no longer have any adverse transfer tax effect on such trust, any of its donors, or any of its beneficiaries,
- (e) Result in any direct or indirect financial benefit(or grant any power of appointment) to any individual who is not at the time of such amendment both:
- i. A member of the Settlor's family(meaning the Settlor's spouse, any Lineal Descendant of the Settlor or the Settlor's spouse, any ancestor of the Settlor or the Settlor's spouse, and any spouse of any of the foregoing); and
- ii. Akeady a present or potential future beneficiary of such trust(s) (other than merely through the exercise of a power of appointment) unless the amendment is to provide for afterbom or after-adopted Children of any such beneficiary or the benefit that might result from the amendment requires an exercise of a power of appointment held by or granted to a person described above,
- (f) Discriminate in any significant financial way in favor of one or more siblings to the detriment of any other sibling(s) where such siblings are, under the terms of this Instrument, to be treated in substantially equal fashion (for this purpose treating each sibling, his or her spouse and Lineal Descendants, and their spouses as one unit), nor
- (g) Make any change that would have the effect of disqualifying any such trust insofar as such trust, prior to such amendment,

otherwise qualified for and was in fact already taking advantage of, while from any creditor's right to levy on any beneficiary's interest in any such trust or any substantial such advantage otherwise will continue: deduction, credit, exclusion, or other tax benefit including but not limited to any marital or charitable

i. Any exemption from asurviving spouse's deduction, any annual gift tax exclusion, alcode selection, a generation-skipping tax exemption, the opportunity to be a stockholder in an S corporation, or a significant grandfathered status under some changed law. However, the provisions of this subdivision shall not preclude any amendment that would correct any provisions of this instrument that result (or might result) in the trust involved being defective for any income or estate tax purposes - even if the effect of such correction might (i) be to subject the trust or its beneficiaries (rather than any Settlor/donor) to any type of income, estate, or other tax on that trust's receipts and/or assets or (ii) result in the loss of any tax benefit otherwise available to that trust or its beneficiaries, as long as the trustee making such amendment reasonably believes that, under all of the circumstances, (a) such correction is necessary to properly reflect the original intent of each person who has made any gift or other transfer to the trust as to the effect of the precorrection trust provisions on the taxability of the trust and its beneficiaries, including the consequentially effect of credits, deductions, cost basis stepups, etc. or (b) in the case of an income tax defect only, such correction would be in the general long term best interests of the trust involved and its beneficiaries.

- 3. <u>Manner of Making Amendments</u>. Any such amendment pursuant to this subparagraph shall be by written instrument, executed by such amending trustee with all the formalities of a deed, setting forth the trust or trusts hereunder to which the amendment applies and the effective date of such amendment.
- J. <u>Exculpation</u>. No trustee shall be liable for any exercise of or failure to exercise this limited power of amendment (or for a release of this power) if such trustee acted in good faith in

- taking or failing to take any such action (whether or not requested to do so by any beneficiary or any beneficiary's representative).
  - K. Acts Necessary to Effectuate the Provisions of this Instrument. The Trustees shall be empowered to make any payment, to receive any money, to take any action, and to make, execute, deliver, and receive any contract, deed, instrument, or other document which the Trustees deem necessary or advisable to exercise any of the foregoing powers or to carry into effect any provision contained in this entire Instrument; and to do all other acts which, in the judgment of the Trustees are necessary or desirable for the proper administration of the Trust Property.
  - L. Allocation of Receipts and Disbursements. Notwithstanding anything to the contrary contained in the applicable Florida Statutes, the Trustees shall allocate receipts and charges of any trust created hereunder to income and corpus, subject to the requirements of paragraph L.
  - M. Expenses. The Trustees may pay out of principal or income as he may elect, or partly out of each, in such shares as they may determine, income taxes, property taxes, other taxes, assessments, charges, attorneys' fees, Trustees' compensation and other expenses incurred in the administration or protection of the trusts created hereunder. The discretion of the Trustees to pay these items from principal or income or partly from each may be exercised not only in the interest of the trust but for the benefit of any Beneficiary. The income remaining after such expenditures; and charges as the Trustees may elect to pay from or charge against income in each fiscal year of a trust shall constitute the net income of such trust for such fiscal year.
  - N. Reserves. The Trustees shall have and may exercise the power to set aside from income reserves for taxes, assessments, insurance premiums, repairs, improvements, depreciation, obsolescence, depletion, and for the equalization of payments to or for Beneficiaries.

O. Receipts and Disbursements. The Trustees may, in their discretion, allocate receipts and disbursements of the Trust Property between income or corpus in whatever manner he feels appropriate to accomplish the purposes of this Instrument.

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- P. Extraordinary Dividends. The Trustees shall have power in his absolute discretion to apportion between principal and income stock dividends and liquidating or extraordinary dividends or distributions. Without limiting the Trustees' absolute discretion, it is the Settlor's desire that the same be allocated to income except to the extent that the Trustees shall determine that such allocation would result in a substantial impairment of the principal of the trust concerned.
- Q. Accruals on Transfer. The Trustees shall allocate to income all income accrued on property originally placed in or subsequently added to any trust created hereunder at the time of its transfer to the Trustee, and dividends on shares of stock originally placed in or subsequently added to the trust, which are declared prior to the transfer of such shares to the Trustees, payable to stockholders of record determined as of a date which is on or subsequent to the date of such transfer. Upon the termination of any estate hereunder, income accrued but not yet due and payable on property, subject to any charges or advances against it, shall belong to the next estate.
- R. Securities. As securities are purchased or received at a premium or at a price in excess of the call or redemptive price or the amount payable at maturity or upon liquidation, the Trustees may in their discretion, but shall not be required to, use any part of the income from such securities to amortize or restore to principal such premium or excess. The Trustees in addition may in his discretion, but shall not be required to, transfer from time to time, from principal to income, a pro rata part of the discount or difference between the purchase price and the amount payable at the maturity thereof.

- S. <u>Valuation</u>. Distributions and divisions of the trust corpus of any one or more of the trusts created hereunder shall be made using values established by the Trustees in their sole discretion.
- T. Removal of Trustees and Their Successors. Any and all Trustees appointed hereunder are subject to removal pursuant to the provisions of this Instrument. Furthermore, no Beneficiary of any trust created hereunder will be permitted to serve as the sole Trustees of any trust of which he is the sole Beneficiary. Subject to the foregoing, any person may serve as the sole Trustee.

# U. Removal and Appointment Prior to The Death or Disability of the Settlor.

- 1. The Settlor shall have the power exercisable at any time or times by an instrument in writing and submitted to the Trustee or Trustees then in office, to terminate any one (1) or more Trustee or Trustees then in office, provided that such instrument shall concurrently appoints a successor Trustee as herein provided. In no event shall Settlor appoint herself as Trustee of this Trust and any such attempt shall be void.
- 2. In the event of the resignation, refusal or incapacity to act, Disability or death of any Trustee hereunder, and no successor is provided for herein, a successor Trustee to fill the vacancy so occurring shall be appointed by written instrument signed by the Settlor. However, upon failure of the Settlor to appoint a successor Trustee within thirty (30) days after the resignation, refusal or incapacity to act, or Disability of the then acting Trustee, and no successor is provided for herein, the then acting Trustee shall have the power and authority to appoint his successor Trustee.

# V. Removal and Appointment After the Death or Disability of the Settlor.

1. A majority of the Adult Current Income Beneficiaries (meaning 21 years or older) who are the Settlor's Issue may, at any time subsequent to the death or Disability of the Settlor, remove any Trustee of the trust of which they are Beneficiaries with Cause by delivering to the said

Trustees a written instrument signed by or on behalf of all of such Adult Current Income Beneficiaries comprising such majority, provided that such instrument shall concurrently appoint a successor Trustee as hereinafter provided. In the event there are no Adult Current Income Beneficiaries who are the Settlor's Issue, then the consent of all those persons authorized to act on behalf of all the Minor Current Income Beneficiaries shall be required to remove any Trustee of the trust of which they are Beneficiaries with Cause by delivering to the said Trustee a written instrument signed by, or on behalf of, all such persons authorized to so act, provided that such instrument shall concurrently appoint a successor Trustee as hereinafter provided.

- 2. In the event of the resignation, refusal or incapacity to act, Disability, or death of any Trustee hereunder subsequent to the death or Disability of the Settlor, and no successor is provided for herein, a successor Trustee to fill the vacancy so occurring shall be appointed by written instrument signed by a majority of the Current Income Beneficiaries having the authority to act pursuant to subdivision XV.V.1., or anyone having the power to act for them. However, upon failure of such Beneficiaries to appoint a successor Trustee within thirty (30) days of the resignation, refusal or incapacity to act, or Disability of the then acting Trustee, such then acting Trustee may forthwith appoint a successor Trustee to serve hereunder.
- W. <u>Liability of Successors</u>. No successor Trustee shall be liable or responsible in any way for the acts or defaults of any predecessor Trustee nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee. Any successor Trustee shall be liable only for its own willful wrongdoing or gross negligence with respect to his tenure as Trustee, and a successor Trustee may accept the account rendered and the assets and property delivered by the

predecessor Trustee, and shall incur no liability to any persons beneficially interested in any trust by reason of doing so.

- X. <u>Transfer of Title</u>. Title to the Trust Property shall vest in the surviving individual Trustee, if any, or in any successor Trustee, without the necessity of a formal conveyance. Upon the removal, incapacity or resignation of any Trustee hereunder, such Trustee shall be entitled to a receipt from his successor Trustee for the portion of the Trust Property under his control and shall execute and deliver to his successor Trustees such further documentation or instruments as such successor Trustees may, at any time, deem necessary or desirable to vest title to Trust Property in such successor Trustees or to evidence the legal title of such successor Trustees in said assets.
- Y. <u>Successor Corporate Trustees</u>. Any corporation which shall, by merger, consolidation, purchase or otherwise, succeed to all or substantially all the personal trust business of any corporation then in office as a Trustees hereunder shall, thereupon and without any appointment, assignment or other action by anyone, succeed to office hereunder.
  - Z. Definitions. For the purpose of this Agreement, the following definitions shall apply:

#### 1. Relatives.

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- (a) The "Child" or "Children" of any person shall mean Children of such person's blood, and also those persons who are legally adopted by such person and shall exclude any person who is only a stepchild, a foster child, a grandchild or a more remote Lineal Descendant of such person.
- (b) "Issue" or "Lineal Descendants" of any person shall mean not only that person's Children but also persons Lineal Descendant from such person in more remote degrees

(such as grandchildren and great grandchildren) provided always that such Issue in remote degrees shall be the Children (as herein defined) of such person's Issue.

- (c) "Spouse" at any given time shall mean the person to whom a designated person is then legally married as defined below. If a designated person and her spouse are separated pursuant to a judicial decree, separation agreement or similar document, or if marriage dissolution or similar proceedings have begun, then they shall not be considered "legally married" for purposes hereof.
- (d) Whenever reference is made to the Lineal Descendants, "per stirpes", of a person, representation shall be calculated form the generation of that person's children, whether or not a child of that person in fact is living at the time of calculation.

## 2. Beneficiary.

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- (a) "Beneficiary" shall mean a person to whom the Trustee has been authorized or directed to distribute income, capital, or both of the Trust Fund.
- (b) "Minor Beneficiary" shall mean a beneficiary who shall not have attained the Legal Age of Majority, as defined herein.
- trust created hereunder who are, at the time which is relevant in the context of its usage (such as at the time of the proposed removal of a Trustee, then living and then entitled to receive the income of any trust created hereunder, or who may, in the discretion of the Trustee, then receive such income.

#### 3. Trusts.

requirements of said Beneficiary and the ability of said Beneficiary to deal with and manage the money or property involved. The Trustee shall exercise the discretionary powers herein conferred primarily to benefit said Beneficiary rather than the remaindermen. The provisions of this subparagraph which define the term "Best Interests" are intended solely as a precatory guide to the Trustee and shall in no way be construed to alter, limit, or enlarge the discretions and powers conferred upon him by any other provisions hereof, nor to require the Trustee to make any distribution to any Beneficiary.

- (b) "The Legal Age of Majority" shall refer to the attainment by a person of his or her twenty-first (21st) birthday. Prior to that time, such person shall, for the purposes hereof, be deemed to be a "Minor", and from and after such time he shall, for the purposes hereof, be deemed an "Adult".
- (c) The term "lawful guardian" means successively in the order named, (i) the court-appointed conservator, (ii) either parent (other than me), or (iii) the individual having personal custody (whether or not court-appointed) where no conservator has been appointed.

#### Disability.

(a) In General. For purposes of this Instrument [other than for determining whether an individual, in his capacity as Trustee, is Disabled], the "Disability" of an individual shall mean mental weakness or emotional disturbance which in the opinion of the individual's family physician, or in the absence of a family physician, the physician designated by the Trustee, or in the absence of the Trustee, the physician designated by a court of competent jurisdiction, results or which may result in the individual's inability to properly handle his own affairs. A person will also be considered disabled for the purposes hereof if he is involuntarily

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detained in a situation in which he cannot effectively act with respect to his business interests or if he disappears and his whereabouts remain unknown for a period of more than thirty (30) days after diligent search and inquiry by the Trustee.

- of an individual Trustee shall mean physical defect or infirmity, body imperfection, mental weakness, or emotional disturbance which in the opinion of such Trustee's family physician, or in the absence of a family physician, the physician designated by the Trustee(s) whose disability is not in question, or in the absence of such other Trustee(s), the physician designated by a court of competent jurisdiction, results or which may result in the Trustee's inability to perform such Trustee's duties in an efficient manner. A Trustee will also be considered disabled for the purposes hereof if he is involuntarily detained in a situation in which he cannot effectively act with respect to his business interests, or if he disappears and his whereabouts remain unknown for a period of more than thirty (30) days after diligent search and inquiry.
- (c) "Additions" (to the Trust Estate) shall mean only amounts of money or property gratuitously added to the Trust Estate and shall not include that portion of any increases in the Trust Estate or income arising through borrowings, earnings or any other means by which the Trust Estate pays full and adequate consideration for such increase.
- (d) "For Cause" and "with Cause" shall mean misfeasance, malfeasance, or non-feasance with regard to obligations imposed herein on the Trustee or any willful misconduct or gross negligence of the Trustee.

XV

**SITUS** 

The Settlor declares that this Agreement and the Trusts created hereby shall be construed under and regulated by the laws of the State of Florida, and that the validity and effect of this Agreement and of this Trust shall be determined in accordance with the laws of that State, and that the Trustees shall not be required to account in any court other than one of the courts of that State.

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The Trustees are authorized to change the situs of any Trust held hereunder by written instrument signed and acknowledged by the Trustees, and, in conjunction with any court, to elect that such Trust shall be subject to the jurisdiction of, and to move the assets of such Trust to, the state, country or place of the new situs; and, if such election shall be made, such Trust shall be administered and the validity and effect of the provisions of this instrument applicable to such Trust shall be determined in accordance with the laws of such jurisdiction.

#### XVI.

## **IRREVOCABILITY**

This Trust shall be irrevocable and the Settlor shall have no right whatsoever to alter, amend, revoke or terminate this Trust, in whole or in part. By this Trust Agreement, the Settlor intends to and does hereby relinquish absolutely all possession and enjoyment of, and the right to income from the Trust property or any reversionary interest therein, and all right to designate the persons who shall possess or enjoy the Trust property or the income therefrom; and the Settlor shall have the right at any time to release, renounce or disclaim any interest whatsoever which might be construed in default of such intention. Neither the creation of this Trust nor any distribution of income or principal thereof shall be deemed or considered to discharge or relieve the Settlor, or Children, from their obligation to support any dependent. However, the Settlor and the then living Trustees, if any,

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shall have the right to amend this Trust Agreement to provide for the appointment of successor Trustees.

#### XVII.

## **PERPETUITIES**

Notwithstanding anything to the contrary contained herein which would have the effect of terminating any trust created hereunder later than the perpetuities period, no trust created hereunder may, in any event,, terminate later than the Perpetuities Period, which is defined as the later to occur of: (a) that period which ends twenty-one (21) years after the death of the last survivor of such of the Beneficiaries thereunder as were living or in gestation at the time of the execution of this Instrument, or (b) that period which is expressed in §689.225(2)(a)(2) of the Florida Statutes, as amended, or any amendment thereto of similar purpose and intent. Upon the termination of any trust the property held in that trust shall be distributed and discharged of trust, to the Beneficiaries of such Trust consistent with the terms of such Trust.

#### XVIII.

## **GENDER**

When the context so requires, the masculine, feminine and neuter genders shall be used interchangeably and the singular shall include the plural and vice versa.

## XIX.

## **TERM**

Notwithstanding any other provision of this instrument, the term of any Trust hereunder shall cease as provided by applicable law, and the Trustees, subject to the holdback provisions of a

previous Article of this instrument, shall then distribute the Trust principal to the Beneficiary for whom the Trust is named.

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#### XX.

## SEVERABILITY OF PROVISIONS

If any provision of this Agreement is unenforceable or invalid for any reason, the remainder of this Agreement shall continue in effect.

#### XXI.

#### **MERGER**

After the death of the Settlor, if the Trustees hereunder are the Trustees of a Trust established by the Settlor in her Last Will and Testament, or under any Trust Agreement, and the terms, conditions and specified Beneficiaries of said two or more Trusts are the same or substantially the same, then the Trustees may, in their sole and absolute discretion, merge said Trusts and thereafter hold both as a single Trust in accordance with the terms and conditions of either such Trust.

### XXII.

## AUTHORIZATION TO MAKE FUNDS AVAILABLE TO OTHER FIDUCIARIES

Upon the death of either the Settlor, the Trustees, in their sole discretion, are authorized to make loans or other advances from the Trust property to any other fiduciaries of the Settlor. Said advances or loans shall not be made for less than adequate consideration in money or money's worth. The Trustees are also authorized, in their sole discretion, to purchase assets from the estate of the Settlor for adequate consideration in money or money's worth.

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### ARBITRATION

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Any controversy or claim arising out of or relating to this Trust Agreement related only to the performance of a Trustee or to the extent applicable, the mental or physical competency of an individual Trustee, as well as the entitlement of any beneficiary to receive distributions hereunder, shall to the extent permitted by law be settled by arbitration in Miami-Dade County, Florida, in accordance with the rules then in effect of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. If any arbitration, legal action or other proceeding is brought due to any controversy or claim arising out of or relating to this Trust Agreement as set forth above, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys fees, arbitration costs, court costs and all expenses even if not taxable as arbitration or court costs (including, without limitation, all such fees, costs and expenses incident to appeals in addition to any other relief to which such party or parties may be entitled).

The Grantor recognizes that the issue of the competency of the Grantor's Children and other Lineal Descendants, all of whom are potential beneficiaries and Trustees hereunder, involves not only the financial affairs of the Trust but the family relationships among Grantor's Children and other Lineal Descendants and it is his or her or their intention, whenever possible, to avoid litigation on the issue of competency and to resolve that issue entirely through the process of arbitration.

## XXIV.

#### COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have signed this Will consisting of this page and the preceding numbered pages, and for the purpose of identification have placed my initials on each

age on 7th day of January , 2021
سر بر بر ا
BRENDA J. HILL RIGGINS, Testatrix
LED, PUBLISHED, AND DECLARED by BRENDA L. HILL-RIGGINS, the above named Testrix, as and for , in our presence, and we, at her request and in her presence, and in the presence of each other, to subscribed our names as Witness on <u>7th</u> day of <u>January</u> , 2021
Dacapett Residing at 8405 Hammock & BIVD APT 4210
Pio (2 Residing at 19355 NE 10th Agree #101
RIDA
SS: HAMI-DADE
he Witnesses, respectively, whose names are signed to the foregoing Instrument, were sworn, o the undersigned officer at the Testatrix, in the presence of the Witness, signed the instrument I, that she signed voluntarily, and that each of the Witnesses in the presence of the Testatrix, t Will as a Witness.
BRENDA L. HILL-RIGGINS, Testatrix
Crysttel Dascarett
Withess
Witness
and sworn to before me by BRENDA L. HILL-RIGGINS, testatrix, whous personally known to me as identification anything did (not) take an oath, and by
who is dersonally known to me or who has has produced
as identification and who did (not) take an oath, and by  who is personally known by me or has produced
as identification and who did (not) take an oath.
this 7th day of January , 2021
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IN WITNESS WHEREOF, the parties hereto have duly executed this prevocable Trust
,
Agreement, effective this 7th day of 2021
BRENDA L. HILL-RIGGINS
SIGNED, SEALED, PUBLISHED, and DECLARED by BRENDA L. HILL-RIGGINS, the above-named
Settlor, as and for her Irrevocable Trust, in our presence, and we, at her request and in her presence, and in
the presence of each other, have hereunto subscribed our names as Witnesses on
7th day of January , 2021 .
Executed as of the date first written above.
Mightel Triccapel 1 Residing at 8405 Hammocks BLVD AP+4210 Might 33143
Andre Pierre Residing at 19355 NE 10th Avenue #10
STATE OF FLORIDA ) ) S5:
COUNTY OF MIAMI-DADE )
The foregoing instrument was acknowledged before me this
Tathanteletiger
Signature Kuthleen Stiles Holzer
Print (Notary's Name) Notary Public, State of Florida
Notary Stamp:
Notary Public State of Florida Kathleen Stiles Holzer My Commission GG 282184 Expires 12/05/2022

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