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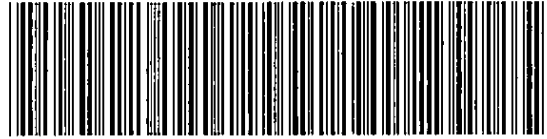
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TRANSMITTAL LETTER

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

SUBJECT: Trust

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

FEES:

Declaration of Trust \$350.00

OPTIONAL:

Certified Copy \$ 8.75

FROM: Steven Griffith
Name (Printed or typed)

340 S. US Hwy 1 Unit 604
Address

Jupiter, Florida 33477
City, State & Zip

772-341-9550
Daytime Telephone number

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

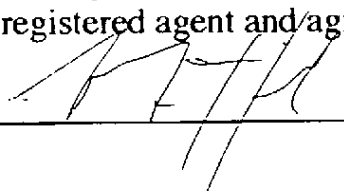
A Revocable Trust TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of Steven R. Griffith Revocable Trust, a
(Name of Trust)

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

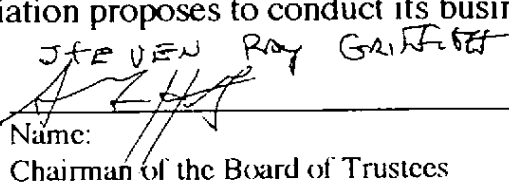
Steven R. Griffith Revocable Trust, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 340 S. US Hwy 1, Unit 604,
Jupiter Florida 33477
3. The registered agent and street address in the State of Florida is:
Steven Griffith 199 Winding Oaks Lane,
Oviedo, FL 32765
4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.



(Signature of Registered Agent)

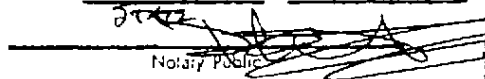
5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

STEVEN RAY GRIFFITH

Name:
Chairman of the Board of Trustees

NOTARY

subscribed and sworn to before me, in my presence,
this 14 day of October, 2024, a Notary Public
in and for the CR213063(3/00) of Maryland

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


Notary Public
DENNIS L. EATON
NOTARY PUBLIC STATE OF MARYLAND

2023 MAR -9 AM 9:32

COPY

STEVEN R. GRIFFITH REVOCABLE TRUST

DATED MAY 17, 2005

As Amended and Restated on June 18, 2018

Prepared by
John J. Raymond, Jr.
Broad and Cassel, LLP
251 Royal Palm Way, Suite 215
Palm Beach, Florida 33480
(561) 659-8661
jraymond@broadandcassel.com

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**STEVEN R. GRIFFITH REVOCABLE TRUST DATED MAY 17, 2005
AS AMENDED AND RESTATED ON June 18, 2018**

This is an Amendment and Restatement of the Steven R. Griffith Revocable Trust dated May 17, 2005, as previously amended and restated on July 23, 2009 (the "Trust"), by **STEVEN R. GRIFFITH**, as Grantor and as Trustee (referred to in this amendment, including any successor Trustee or Co-Trustee, as the "Trustee"). This Amended and Restated Trust supersedes and amends the Trust in its entirety. I confirm all prior transfers of assets to the Trustee, who will continue to hold them as set forth in this Amended and Restated Trust. This amendment is dated and will be effective as of June 18, 2018.

In accordance with the right of amendment I reserved in Article XXIII of the Trust, I hereby amend the Trust as follows:

**ARTICLE 1
FAMILY**

I am not married. I am a citizen of the United States. My girlfriend is **TAMARA YOUNG**. I have two children, **LAUREN M. FARAH** and **SUZANNE N. EAGLES**. References to "my descendants" mean my children named above and their descendants.

**ARTICLE 2
ORIGINAL TRUST ESTATE**

The trust estate consists of all assets held in the Trust by the Trustee as of this date, which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustee agrees to accept them. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust. The Trustee accepts the responsibility of the Trustee, acknowledges receipt of the current Trust assets, and agrees to hold the Trust Estate as set forth in this Trust.

**ARTICLE 3
RESERVED RIGHTS**

I reserve the following personal rights with respect to the Trust during my lifetime:

- To amend or revoke this Trust;
- To remove a Trustee and to designate a new Trustee;
- To withdraw assets, whether income or principal, from the Trust Estate;
- To require changes in the investments of the Trust Estate, but investments made by me are not subject to review by the Trustee unless my personal rights are suspended under Section 3.2;

- To direct the Trustee to perform any act of administration, whether or not contrary to the terms of the Trust; and
- To direct the Trustee to make distributions during my lifetime to any person named by me.

3.1 By Whom Exercisable. Except as provided below, all rights described above may be exercised only by me personally, from time to time, subject to the following: all exercises of these powers must be evidenced by a written instrument I signed, the existence of which has been communicated to the Trustee, and any amendment of the Trust that contains "testamentary aspects" as defined in Section 736.0403 of the Florida Statutes or a revocation of the Trust must be executed with the formalities of a Will in Florida. These powers, and any other powers conferred by law on a trust grantor, may not be exercised by any guardian who may be appointed for me, except as indicated below. An attorney-in-fact to whom I have specifically given the power to amend this Trust in a written instrument executed after October 1, 2011, may modify this Trust to the extent provided in that instrument. In any case, my legal guardian or attorney-in-fact may amend (but not revoke) this Trust to the extent necessary to preserve a tax deduction, exemption, or credit consistent with my beneficial intentions as stated in this Trust. The Trustee is to be held harmless and indemnified from any liability for any of its actions or omissions made in reliance on my actions or instructions under this article.

3.2 Suspension of Rights. My personal rights under this article will be suspended immediately if I become disabled. For these purposes, my disability is determined as follows:

(a) **Court Decision.** If I am determined to be incapacitated by a court having jurisdiction, my personal rights reserved in this article will be suspended until my legal capacity is restored.

(b) **Private Decision.** In the absence of a judicial determination, if a majority of TAMARA YOUNG and my children, or if they all cannot serve, the next successor Trustee reasonably believe that I am suffering from any mental or physical disability that would affect my judgment concerning management of the Trust, and if they obtain written confirmation of that opinion from my physician, they may give me written notice to that effect. Upon delivery to me of that written notice, my personal rights reserved in this article will be suspended immediately and the named successor Trustee will serve until my legal capacity is determined by a court or until the persons entitled to give such written notice rescind it.

(c) **Other Facts.** My personal powers will be suspended if the persons described in Section 3.2(b) give written notice to the Trustee (or the successor Trustee, if applicable) that they have received credible and timely evidence that I have disappeared, am unaccountably absent, or am being detained under duress so that I am unable to look after my financial interests.

(d) **HIPAA.** For purposes of this Section 3.2, I appoint each of the persons named above as my personal representative under 45 CFR § 164.502(g), a portion of the regulations implementing the Health Insurance Portability and Accountability Act of 1996, as

amended ("HIPAA"), to demand, obtain, review, and release to others medical records or other documents protected by the patient-physician privilege, attorney-client privilege, or any similar privilege, including all records subject to, and protected by, HIPAA.

3.3 Homestead Rights. Despite any other provision of this Trust, I reserve the right to reside on any real property owned by the Trust during my lifetime. I will be entitled to claim any available homestead tax exemption for any real property in the Trust, and, for purposes of that exemption, my interest in such property will be deemed an interest in real property and not an interest in personal property. This provision does not restrict the Trustee from selling, leasing, or encumbering that property without my joinder in any deed or other instrument.

I acknowledge that I may have transferred to this trust real property that constitutes my Homestead property under Florida Statutes. The purpose of said transfer is for ease of administration at the time of my death and probate avoidance purposes only and is not intended to defeat all of the protections afforded an individual for their Homestead real property granted under Florida Statutes and the Florida Constitution. I confirm that under the terms of the Trust I have not less than a beneficial interest for life and am entitled to a homestead exemption pursuant to the provisions of Florida Statute 196.041(2).

In the event that I am under such circumstances that the creditor protections which inure to the benefit of Florida residents under Florida Statutes and the Florida Constitution as they relate to Homestead real property will be defeated by retention of the subject real property in this trust instrument, I direct the Trustee to convey the subject real property back to my individual name so that such creditor protections are not defeated.

ARTICLE 4 PAYMENTS DURING MY LIFETIME

The Trustee shall pay to me or apply for my benefit (without obligation to any guardian who may be appointed for me) any income and principal that the Trustee in its discretion deems necessary or advisable for my best interests. The Trustee in its discretion also may make payments to one or more trusts in which I am a beneficiary, or may create a separate trust for my benefit. The Trustee is authorized to provide for the finest available support and health care for me, even if this leaves no assets of the Trust remaining for other beneficiaries.

ARTICLE 5 DISTRIBUTIONS AFTER MY DEATH

Upon my death and after making provision for the payments under Article 16, the Trustee shall distribute the remaining Trust Estate as follows:

5.1 Gifts Under Will. If my Will makes a gift of a specific asset that is held in this Trust when I die, and if this Trust does not make a specific gift of that asset, the Trustee shall distribute that asset to the beneficiary named in my Will. If my Will gives my residuary probate estate to this Trust, and if my probate estate is insufficient to satisfy any other preresiduary gift under my Will, the Trustee shall satisfy the balance of that gift from the Trust.

5.2 Residuary Trust Estate. If **TAMARA YOUNG** survives me, provided she is living with me at my death, the Trustee shall allocate the personal residence we are residing at my death which is or becomes an asset of this Trust and shall allocate an amount as determined by the Trustee to a separate trust for the benefit of **TAMARA YOUNG**, to hold and administer said funds pursuant to the provisions set forth in Article 6 of this Trust. The Trustee shall divide the remaining Trust Estate into separate shares for my descendants, per stirpes. If **TAMARA YOUNG** does not survive me, or is not living with me at my death, then the Trustee shall divide the Residuary Trust Estate into separate shares for my descendants, per stirpes. The Trustee shall hold each child's share as a separate trust under the terms set forth in Article 7. The Trustee shall hold the share of each of my descendants (other than my children) as a separate trust under the terms specified in Article 8. If I have no descendants living at my death, the Trustee shall distribute the remaining Trust Estate as provided in Article 9.

ARTICLE 6 ADMINISTRATION OF TAMARA YOUNG TRUST

The Trustee shall hold, administer, and distribute the Tamara Young Trust for the benefit of **TAMARA YOUNG** ("**TAMARA**") during her lifetime in accordance with the powers granted under this Trust as follows:

6.1 Health Care. The Trustee shall pay to **TAMARA** or apply for her benefit, her health insurance premiums and, as needed, any expenses related to her health and medical care.

6.2 Use of Residence. If the condominium located at 106 Inlet Way #303, Palm Beach Shores, Palm Beach County, Florida or any replacement primary residence owned by me is held in the Trust, if **TAMARA** survives me, she will have the exclusive use and benefit of that residence, together with all furniture, furnishings, and fixtures in or on that real property and all policies of insurance relating to them and to the property, during her lifetime. No rent or other costs are to be charged to **TAMARA**, and the Trustee shall pay all the utilities and all other costs associated with the property, including but not limited to the mortgage payments, property taxes, assessments, insurance, maintenance, and repairs. Unless **TAMARA** is disabled, the Trustees may not sell the residence without her consent.

At any time during **TAMARA**'s lifetime, she shall have the right to sell the primary residence for the fair market value as shall be determined by a real estate appraiser to be chosen by the Trustee and she may either purchase or build a suitable replacement. If the property is sold and there are funds remaining after the purchase of the new residence or if primary residence is sold and **TAMARA** either elects to rent rather than purchase a new residence or moves to an assisted living facility or nursing home because she is incapable of living there because of her physical or mental disability, then the Trustee shall retain those monies in this Trust to be held and administered in accordance with the provisions set forth herein.

6.3 Minimum Annual Distributions. In addition to the foregoing provisions, in any calendar year the Trustee shall pay to or apply for the benefit of **TAMARA** an amount equal to no less than One Hundred Thousand Dollars (\$100,000.00) net of any applicable income taxes. The \$100,000.00 paid to her, shall be paid first from income, and if there is not sufficient

income, then principal, if she so requests in writing, or to the person who is in charge of her financial affairs if she is unable to act and such person so requests in writing; provided, however, that the right of TAMARA or such person to require such distributions shall lapse to the extent it is not exercised in any calendar year.

6.4 Cost of Living Adjustment. The One Hundred Thousand Dollars (\$100,000.00), after tax amount distribution is to be indexed by the United States Government Consumer Price Index from January 1, 2011. If the United States Government Consumer Price Index shall at any time not be in existence, or not reasonably reflect variations in the cost of living, the Trustee may substitute any other index for purposes of the provisions of this subparagraph which reasonably reflects changes in the cost of living. The amount of principal which may be distributable under the provisions of this subparagraph for the year in which my death occurs shall be proportionate to the part of that year then remaining.

6.5 Distribution of Remaining Assets. After TAMARA's death, this Trust shall terminate and the Trustee shall distribute all remaining trust assets as provided in Section 5.2 for the distribution of the Residuary Trust Estate if TAMARA does not survive me.

ARTICLE 7 TRUSTS FOR CHILDREN

The Trustee shall hold, administer, and distribute any trust created for a child of mine as follows:

7.1 Discretionary Distributions. The Trustee may pay to a beneficiary or apply for his or her benefit any income and principal from that child's separate trust that the Trustee in its discretion deems necessary or advisable for that child's health, education, support, and maintenance, or as any Independent Trustee in its discretion determines to be in that child's best interests.

7.2 Minimum Annual Distributions. Subject to the foregoing distributions, in any calendar year the Trustee shall pay to or apply for the benefit of a child an amount equal to no more than One Hundred Thousand Dollars (\$100,000.00). The \$100,000.00 paid to a child, shall be paid first from income, and if there is not sufficient income, then principal, if a child so requests in writing, or to the person who is in charge of a child's financial affairs if she is unable to act and such person so requests in writing; provided, however, that the right of child or such person to require such distributions shall lapse to the extent it is not exercised in any calendar year.

7.3 Cost of Living Adjustment. The One Hundred Thousand Dollars (\$100,000.00), distribution is to be indexed by the United States Government Consumer Price Index from January 1, 2011. If the United States Government Consumer Price Index shall at any time not be in existence, or not reasonably reflect variations in the cost of living, the Trustee may substitute any other index for purposes of the provisions of this subparagraph which reasonably reflects changes in the cost of living. The amount of principal which may be distributable under

the provisions of this subparagraph for the year in which my death occurs shall be proportionate to the part of that year then remaining.

7.4 General Power of Appointment. If any portion of the child's separate trust is not wholly exempt from generation-skipping tax, he or she may appoint that portion by exercise of this testamentary general power of appointment as provided in Article 15.

7.5 Special Power of Appointment. Upon the death of the beneficiary for whom the trust was established, the Trustee shall distribute all remaining trust assets (including in further trusts) as that beneficiary directs by exercise of this testamentary special power of appointment exercisable in favor of any one or more of my descendants.

7.6 Distribution Without Appointment. Upon the death of the child, the Trustee shall divide the trust assets not effectively appointed into shares for that child's descendants, per stirpes. The Trustee shall hold the shares for those descendants as separate trusts as provided in Article 6. If any of my children die and leave no descendants who survive until termination of the child's separate trust, the Trustee shall distribute all remaining assets of that child's separate trust not effectively appointed by the child, to the other trust created for my other child (or for the descendants of a deceased child) for administration as provided in this article (as to my child) or in Article 8 (as to any other descendants).

7.7 Alternative Distribution. If none of the beneficiaries under the preceding provisions survive to receive full distribution of the Trust Estate, the Trustee shall distribute all remaining assets as provided in Article 9.

ARTICLE 8 TRUSTS FOR DESCENDANTS

The Trustee shall hold, administer, and distribute any trust created for a grandchild or more remote descendant of mine as follows:

8.1 Discretionary Distributions. The Trustee may pay to a beneficiary or apply for his or her benefit any income and principal from that beneficiary's separate trust that the Trustee in its discretion deems necessary or advisable for that beneficiary's health, education, support, and maintenance.

8.2 Income Payments. When the beneficiary for whom a separate trust was established reaches age 25, the current income of that trust is to be distributed thereafter to the beneficiary or applied for his or her benefit quarterly or more frequently.

8.3 Withdrawal Fund. When the beneficiary reaches age 35, or when the beneficiary's trust is established if he or she has already reached that age, the Trustee shall transfer to a separate trust fund (the "Withdrawal Fund") one-third of the remaining principal of that beneficiary's trust. When the beneficiary reaches age 45, the Trustee shall transfer to the Withdrawal Fund one-half of the remaining principal of that trust, or two-thirds of the principal of the trust when the beneficiary's trust is established if he or she has already reached that age.

When the beneficiary has reached age 55, the Trustee shall transfer all of the trust assets held in trust for that beneficiary to the Withdrawal Fund.

8.4 Administration of Withdrawal Fund. The Trustee shall administer a beneficiary's Withdrawal Fund as provided in Section 8.1. The beneficiary may withdraw all or any part of his or her Withdrawal Fund at any time while living by signing and delivering written instructions to the Trustee.

8.5 General Power of Appointment. If any portion of the beneficiary's separate trust is not wholly exempt from generation-skipping tax, he or she may appoint that portion by exercise of this testamentary general power of appointment as provided in Article 15.

8.6 Special Power of Appointment. Upon the death of the beneficiary for whom the trust was established, the Trustee shall distribute all remaining trust assets not held in the Withdrawal Fund (including in further trusts) as that beneficiary directs by exercise of this testamentary special power of appointment exercisable in favor of any one or more of my descendants.

8.7 Distribution Without Appointment. Upon the death of the beneficiary, the Trustee shall divide the trust assets not effectively appointed into shares for that beneficiary's descendants, per stirpes; or if there are none, for the then living descendants, per stirpes, of that beneficiary's closest ancestor in degree who is also a descendant of mine; or if there are none, for my then living descendants, per stirpes. The Trustee shall hold the shares for those descendants as separate trusts as provided in this article. If any assets are then being held in trust for that descendant, the assets passing to that descendant under this paragraph are to be added to the trust held for that descendant. If any trust has terminated, its share of those assets will be distributed to the persons who would then have been the beneficiaries of that trust had it not terminated.

8.8 Alternative Distribution. If none of the beneficiaries under the preceding provisions survive to receive full distribution of the Trust Estate, the Trustee shall distribute all remaining assets as provided in Article 9.

ARTICLE 9 ALTERNATIVE DISTRIBUTION

If any property is subject to this article under another provision of this Trust, the Trustee shall distribute that property, to the extent not effectively appointed by a beneficiary, to my heirs at law, determined at that time as if I had died unmarried and intestate under Florida law then in effect.

ARTICLE 10 SUCCESSOR TRUSTEES

After my death or disability, I appoint **RELIANCE TRUST COMPANY OF DELAWARE** as successor Trustee.

ARTICLE 11 PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust, including me while I serve as Trustee:

11.1 Corporate Trustee Required. After my death or if my personal rights under this Trust are suspended, there must be at least one Corporate Trustee at all times.

11.2 Trust Advisor. I appoint **JAMES MAHONEY** to serve after my death or disability as Trust Advisor. If **JAMES MAHONEY** fails or ceases to serve in that capacity, he may designate his successor Trust Advisor. **JAMES MAHONEY** in such capacity shall have the right at any time to remove the successor Trustee and select a corporate successor Trustee to serve in its place. If he is unable to serve for any reason, then the Qualified Beneficiaries may name a successor Trust Advisor for that position by unanimous vote. If none is named, that Trust Advisor position will remain open until filled by a subsequent unanimous vote of the Qualified Beneficiaries.

11.3 Incapacity of Trustee. If my personal rights are suspended as provided in Article 3, I will cease to serve as Trustee while those rights are suspended.

(a) **Disability.** If any other Trustee becomes disabled (as defined in this Trust), he or she will immediately cease to act as Trustee.

(b) **Suspension.** For purposes of this Section 11.3, if a Trustee fails to sign a release of relevant medical information necessary to determine his or her capacity, that Trustee will be suspended 30 days after the request for such a release is delivered to him or her by the named successor Trustee, or if none, by the persons then entitled to appoint a successor Trustee.

(c) **Reinstatement.** If a Trustee who ceases to serve because of a disability, or who is suspended as provided above, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustee, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

11.4 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to me if I am then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

11.5 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in Section 11.2 of this Trust, the following persons, in the order of priority listed, shall appoint one or more successor Trustees (which may include any of the persons making the appointment), and may appoint at any time one or more Co-Trustees to serve with a Trustee.

(a) A majority of **TAMARA YOUNG** and my children who are living and not disabled; otherwise

(b) A majority of the permissible current income beneficiaries who are not disabled.

The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee and to me, but if I am deceased or disabled, to all other persons specified in this Section 11.5.

11.6 Removal of Trustees. I reserve the right to remove any Trustee by giving written notice to that Trustee. After my death, or if my personal rights are suspended as provided in Article 3, the right to remove Trustees may be exercised as follows:

(a) **Removal for Cause.** The persons then entitled to appoint successor Trustees may remove all Trustees for cause, as defined in Section 25.1(c) below. The removal of an individual Trustee under this paragraph will be effective immediately upon delivery to him or her of the written agreement for removal signed by all of the persons whose consent is required.

(b) **Acceptance Required.** If there are no successor Trustees named in this Trust who are eligible and willing to serve, a removal notice must name a successor Trustee, and a qualified successor Trustee must accept appointment within the period of the removal notice.

(c) **Exceptions.** Despite the foregoing, no person proposed to be removed as Trustee may participate in exercising this removal power, and no person to whom distributions have been suspended under Article 14 may participate in exercising this removal power during that suspension and for two years after that suspension is no longer in effect. Any such persons will not be counted in determining the required votes for removal.

11.7 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustee, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee. Unless a Co-Trustee continues to serve, a Trustee ceasing to serve for any reason has the duties and powers necessary to protect the Trust Estate until it is delivered to a successor Trustee.

11.8 Accountings. Unless waived, accountings must be given to Qualified Beneficiaries at least annually (quarterly if a Corporate Trustee is serving), as provided in Sections 736.0813 and 736.08135 of the Florida Statutes. The written approval by a beneficiary (individually or by representation) of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary (or his or her representative) fails to object to an accounting within six months of receiving it, that beneficiary's approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting. The Trustee shall provide all other information required under Section 736.0813 of the Florida Statutes, unless waived as permitted in that section, and the limitations on

proceedings against the Trustee as specified in Section 736.1008 of the Florida Statutes will apply, despite any other provision of this section.

11.9 Acts by Other Fiduciaries. The Trustee shall take reasonable steps to compel a former Trustee or other person to deliver trust property to the Trustee, but otherwise is not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustee can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustee may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

11.10 Court Supervision. I waive compliance by the Trustee with any law requiring bond, registration, qualification, or accounting to any court.

11.11 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing.

11.12 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustee shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustee or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

11.13 Multiple Trustees. If there are two or more Trustees serving at any time, the following will apply:

(a) **Authority.** If only two Trustees are serving, any power or discretion of the Trustees may be exercised only by their joint agreement. If more than two Trustees are serving, and unless unanimous agreement is specifically required by the terms of this Trust, any power or discretion of the Trustees may be exercised only by a majority. Despite the foregoing, if a Co-Trustee is unavailable to perform duties because of absence, illness, disqualification under other law, or other temporary disability, and prompt action is necessary to achieve the purposes of the Trust or to avoid injury to the Trust property, the remaining Co-Trustee if only one, or a majority of the remaining Co-Trustees if more than one, may act for the Trust.

(b) **Delegation.** The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. Despite the above, only an Independent Trustee may exercise the powers and discretions vested exclusively in Independent Trustees.

(c) **Dissents.** A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE 12 SURVIVAL PROVISIONS

If any beneficiary is required to survive me or another person to receive a distribution, and if the beneficiary does not survive me or that other person by 90 days, or if that beneficiary cannot be located within one year after my or that other person's death despite reasonable attempts by the Trustee to locate that beneficiary, the beneficiary will be treated as if he or she died before me or that other person.

ARTICLE 13 PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust, in both income or principal, may not be anticipated, alienated, or in any other manner assigned by the beneficiary and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 14 RESTRICTED BEHAVIORS

If the Trustee reasonably believes that a beneficiary of any trust:

- routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or 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,
- is unable to refrain from gambling or other addictive behavior (whether or not legal) to the point that, in the Trustee's judgment, the beneficiary's financial well-being is endangered,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended. In that event, the following provisions will apply:

14.1 Suspension for Substance Abuse or Addictive Behavior. If mandatory distributions are suspended because of known or suspected substance abuse, gambling abuse, or other addictive behavior as described above, the Trustee will request the beneficiary to submit to one or more examinations by qualified experts chosen by the Trustee.

(a) In the case of suspected substance abuse, the Trustee will request the beneficiary to submit to examinations (including laboratory tests of tissue and bodily fluids) determined to be appropriate by a board certified medical doctor chosen by the Trustee, and to consent to full disclosure to the Trustee of the results of the examination. If the examination indicates current or recent use of a drug or substance as described above (in the opinion of the examining doctor), the Trustee will request the beneficiary to consult with a medical doctor, psychiatrist, psychologist, or other licensed and qualified counselor chosen by the Trustee with expertise in substance abuse, and to consent to disclosure to the Trustee of the therapeutic recommendations for rehabilitation of the beneficiary.

(b) In the case of suspected gambling abuse or other addictive behavior, the Trustee will request the beneficiary to submit to examination by a psychiatrist, psychologist, or other licensed and qualified counselor with expertise in addictive behavior, and to consent to disclosure to the Trustee of the diagnostic results and if applicable, any therapeutic recommendations.

(c) The Trustee must follow procedures to maintain strict confidentiality of all information disclosed to it, and it may not disclose that information to anyone other than the beneficiary except as provided in Section 14.5 below.

(d) If the beneficiary fails to comply with any such request by the Trustee within 60 days, the Trustee may suspend all distributions to or for the benefit of the beneficiary.

14.2 Administer as a Support Trust. Unless all distributions are suspended as provided in Section 14.1(d), while mandatory distributions are suspended for any of the reasons set forth above, the beneficiary's separate trust will be administered to provide for his or her support and health.

14.3 Resumption of Mandatory Distributions. Any rights to mandatory distributions, withdrawal rights, and rights to participate in decisions concerning the removal and appointment of Trustee will resume:

- in the case of use or consumption of an illegal substance, when examinations indicate no continued use for a period of twelve months, and in all cases (whether the use or consumption is legal or illegal), when the

Trustee in its discretion determines that the beneficiary is able to care for himself or herself and to manage his or her financial affairs;

- in the case of gambling abuse or other addictive behavior, when the consulting expert chosen by the Trustee indicates a belief that the beneficiary's financial well-being is no longer endangered as a result of the beneficiary's behavior, and when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and to manage his or her financial affairs.

When mandatory distributions to the beneficiary are resumed, the remaining balance, if any, of any mandatory distributions that were suspended will be distributed to the beneficiary at that time, but the beneficiary may exercise any withdrawal rights that were suspended only if they are still exercisable under the other terms of this Trust. If a beneficiary dies before distribution or withdrawal of the suspended amounts or assets, the Trustee will distribute the balance of the suspended amounts or assets to the persons who would be the alternate beneficiaries of those amounts or assets as otherwise provided in this Trust.

14.4 Exoneration and Indemnification. No Trustee (nor any doctor, psychiatrist, psychologist, or other counselor or consultant chosen by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to monitor a beneficiary's behavior or to inquire whether any of the conditions identified in this article exist. I relieve the Trustee (and each doctor, psychiatrist, psychologist, or other counselor or consultant chosen by the Trustee) from all liability and direct that each of them be indemnified from the assets of the beneficiary's trust for any damages, attorney's fees, expenses, and other costs for exercising their judgment and authority under this clause, including any failure to request a beneficiary to submit to examination, and including a decision to distribute suspended amounts to a beneficiary.

14.5 Disclosure of Results. The Trustee shall maintain the confidentiality of testing results and other information unless the beneficiary consents to release or unless disclosure is required by law, regulation, or judicial order; unless the Trustee is prohibited under that authority from notifying the affected beneficiary, the Trustee must give notice of any legally required disclosure to the affected beneficiary no later than 10 business days after the disclosure is made. The Trustee has no duty to either support or oppose any actions taken by law enforcement or other governmental agencies seeking to compel the disclosure of a beneficiary's test results and other information obtained under this article, but the Trustee in its discretion may support or oppose such actions and may expend funds from the beneficiary's trust to do so, including the appeal of any subpoenas, court orders, or other legally binding instruments compelling disclosure.

14.6 Tax Savings Provision. Despite the provisions of this article, the Trustee cannot suspend any mandatory distributions that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

ARTICLE 15 GENERATION-SKIPPING TAX PROVISIONS

If GST exemption is to be allocated to any separate trust and the allocation would cause that trust to have an inclusion ratio greater than zero, then before the allocation is made, the Trustee is authorized to divide the trust into two separate trusts representing fractional shares of the assets being divided, so that the GST exemption can be allocated to give one such separate trust an inclusion ratio of zero (an "exempt trust") and the other separate trust an inclusion ratio of one (a "nonexempt trust"). Except as may otherwise be specifically provided in this Trust, the separate trusts will be governed by the same provisions that would apply if the trust had not been divided.

15.1 Protection of Exempt Status. No assets are to be added to a trust that would change the inclusion ratio of that trust to a number greater than zero. Instead, the Trustee shall hold those assets as a separate trust under the terms and conditions specified in this Trust, but with a separate inclusion ratio. If a trust has already been divided into exempt and nonexempt trusts, and assets are added to the trust that are either wholly exempt or wholly nonexempt, the assets to be received are to be added to the separate trust of the same character, or if none, held as a separate trust retaining their exempt or nonexempt status.

15.2 Operation of Separate Trusts. If a trust is divided into separate trusts, the Trustee may make different decisions with respect to the separate trusts concerning tax elections, the exercise of the Trustee's discretionary powers and authority (including decisions whether to make discretionary distributions), investment decisions, and any other actions consistent with treatment as separate trusts, except that, as between an exempt trust and a nonexempt trust, the Trustee shall pay all taxes, expenses, and other charges allocable to those trusts first from the nonexempt trust and, only after that trust is exhausted, from the exempt trust.

15.3 General Power of Appointment. The following rules apply if another provision of this Trust gives a beneficiary a general power of appointment over a nonexempt trust exercisable upon death, but only if that other provision specifically refers to this article. If GST tax would be owed upon a distribution of trust assets to the takers in default if the beneficiary did not exercise the power (whether or not the beneficiary actually exercises the power), the beneficiary also can appoint the assets of the trust to bona fide creditors of the beneficiary's estate, subject to the following limit. This additional power of appointment is limited to the minimum amount that will cause the least aggregate amount of transfer taxes to be incurred by reason of the beneficiary's death (whether as estate tax in the beneficiary's estate or as GST tax), taking into account all applicable credits, deductions, exclusions, and exemptions.

15.4 Appropriate Interest. If GST exemption is allocated to a residuary gift and a pecuniary gift is not entitled to income or interest under state law, the Trustee must allocate to that pecuniary gift a pro rata share of the income of the Trust Estate between my date of death and the date of payment, unless that pecuniary gift is paid in full (or irrevocably segregated and held in a separate account pending distribution) within 15 months after my death.

ARTICLE 16 PAYMENTS OF EXPENSES AND TAXES

The Trustee is authorized in its discretion to use the principal and income of the Trust as it deems necessary or advisable for the payment of any legally enforceable obligations, costs of my last illness and funeral, and any estate transmission and management expenses incurred in the administration of my estate and this Trust. The Trustee shall pay, directly or to my Personal Representative, all estate or inheritance taxes from the Residuary Trust Estate, without apportionment. In paying these obligations, expenses, and taxes, the following will apply:

16.1 Method of Payment. The Trustee may rely on a certification by my Personal Representative as to the amount of those expenses and taxes. The Trustee may make payment directly or to my Personal Representative, as my Personal Representative requests. The Trustee will be held harmless from any liability in making payments as so directed.

16.2 Trust for Death Benefits. If any life insurance proceeds or other death benefits of any kind included in my gross estate for federal estate tax purposes become payable to the Trustee, those proceeds are to be held by the Trustee as a separate trust after my death, and to be made available for the payment of expenses of administration and taxes. These proceeds may not be used for payment of claims against my estate. The Trustee shall allocate these proceeds, and shall pay from them any expenses of administration and taxes, as directed in writing by my Personal Representative. The Trustee shall accumulate any income from this separate trust into principal and, upon termination of the Trust, pay the remaining assets as provided for the Residuary Trust Estate in Article 5.

16.3 Excluded Property. If any funds become available to the trustees of any trust, including without limit, life insurance, qualified employee benefit plans, individual retirement accounts, or other property from sources specified in Section 2039 of the Internal Revenue Code, and those funds are not otherwise included in my gross estate for federal estate tax purposes, then none of those funds may be used to pay, directly or indirectly, any debts, taxes, or expenses of mine or my estate.

ARTICLE 17 FIDUCIARY POWERS

I grant to the Trustee full power to deal freely with any property in the Trust. The Trustee may exercise these powers independently and without the approval of any court. No person dealing with the Trustee need inquire into the propriety of any of its actions or into the application of any funds or assets. The Trustee however, shall exercise all powers in a fiduciary capacity in good faith, as a prudent person would using reasonable care, skill, and caution, for the best interest of the beneficiaries of any trust created in this Trust. Without limiting the generality of the foregoing, the Trustee is given the following discretionary powers in addition to any other powers conferred by law:

17.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustee deems prudent, and to invest in any assets the Trustee deems advisable even though they are not technically recognized or specifically listed in

so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustee acts in good faith.

17.2 Original Assets. Except as otherwise provided to the contrary, to collect and retain the original assets it receives for as long as it deems best, and to dispose of those assets when it deems advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustee.

17.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustee or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

17.4 Financial Accounts. To deposit trust money in one or more accounts in regulated financial service institutions, including but not limited to banks, savings institutions, and brokerage houses, and to draw checks, drafts, or other forms of withdrawal, including electronic transfers, from those accounts.

17.5 Specific Securities. To invest in assets, securities, or interests in securities of any nature, whether obtained in domestic or foreign markets, including (without limit) commodities, options, futures, precious metals, and currencies; to invest in mutual or investment funds, including funds for which the Trustee or any affiliate performs services for additional fees, whether as manager, custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustee, its affiliates, or syndicates of which it is a member and I specifically authorize the Trustee to invest in the instruments described in Section 736.0802(5) of the Florida Statutes (including assets other than qualified investment instruments) without notice to or consent from any beneficiary; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

17.6 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustee deems advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to grant, acquire, or exercise options; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value, after notifying the beneficiaries or their legal representatives; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, including conservation easements, restrictions, and covenants as the Trustee sees fit. An instrument described in this section will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

17.7 Borrow Money. To borrow money from any source (including the Trustee in its nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

17.8 Maintain Assets. To expend whatever funds it deems proper for the preservation, maintenance, or improvement of assets. The Trustee in its discretion may elect any options or settlements or exercise any rights under all insurance policies that it holds. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustee, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

17.9 Digital Assets and Accounts. As provided in and in furtherance of the Florida Fiduciary Access to Digital Assets Act ("FFADAA"), to access and control communications intended for me, and communicate on my behalf, whether by mail, electronic transmission, telephone, or other means; to access and control all of my accounts involving web-based communications or storage and web-hosted media, including but not limited to emails, messages, blogs, subscriptions, pictures, videos, e-books, audiobooks, memberships in organizations or commercial enterprises, and all forms of social media, whether or not those require a user name and password for access, even to the extent of compelling the provider to reset my information to data of my Agent's choosing, all in keeping with the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986, and FFADAA, as those may be amended; and to hold, control, and have access to and the use of any digital asset (as defined in FFADAA) held by any kind of computing or digital storage device or service.

17.10 Insurance. To obtain property, casualty, liability or any other insurance for the Trust, including insurance for the Trustee and its agents against damage or liability arising from administration of the Trust.

17.11 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings. The Trustee may serve in any of these capacities and be compensated separately for its services in each.

17.12 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any person the Trustee reasonably believes is disabled according to the terms of this Trust by (i) making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustee or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; (ii) managing the amount as a separate fund on that person's behalf, subject to his or her continuing right to withdraw that amount; or (iii) applying any distribution for the benefit of that person in any manner the Trustee deems proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustee with respect to that payment.

17.13 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

17.14 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

17.15 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustee but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustee or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustee may direct. While such securities are in the custody of the Custodian, the Trustee will be under no obligation to inspect or verify such securities nor will the Trustee be responsible for any loss by the Custodian.

17.16 Administer Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, including paying those claims in full; to agree to any rescission or modification of any contract or agreement; and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

17.17 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

17.18 Business Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustee deems appropriate, including any powers applicable to a non-admitted transferee of any such interest.

17.19 Self-Dealing. To exercise all its powers even though it may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustee, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property, except pursuant to an ascertainable standard. All power to make such unlimited distributions, or

to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

17.20 Elections. If no Personal Representative is serving for my estate, and to the extent permitted by law, to perform in a fiduciary capacity any act and make any and all decisions or elections under state law or the Internal Revenue Code on behalf of me or my estate, including but not limited to, claiming the whole or any part of the expenses of administration as income tax deductions for my estate or this Trust, electing the marital deduction in whole or in part, making allocations of my exemption from the federal generation-skipping transfer tax, adopting alternate values for estate tax purposes, and selecting taxable years and dates of distribution. The Trustee is specifically excused from making equitable adjustments among beneficiaries because of any election.

17.21 Qualified Property. To manage any qualified real property or qualified family-owned business interests so as to avoid imposition of the additional estate tax under Sections 2032A or 2057 of the Internal Revenue Code, and to furnish security for the payment of any additional estate taxes imposed under those sections.

17.22 Expenses. To pay all expenses of administration for the Trust Estate, including all taxes, assessments, compensation of the Trustee and its employees and agents, and reimbursements for expenses advanced (with interest as appropriate). An Independent Trustee may determine how expenses of administration and receipts are to be apportioned between principal and income.

17.23 Terminate Small Trusts. After my death, to exercise its discretion, without court approval, to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is (i) less than One Hundred Thousand Dollars (\$100,000) or (ii) too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust to include the types of distributions described in Section 17.12 to the beneficiaries then entitled to receive income in proportion to their shares of that income (or on a per capita basis if their shares are not fixed) in a manner consistent with the purposes of the Trust. The Trustee shall exercise this power to terminate in its discretion as it deems prudent for the best interest of the qualified beneficiaries at that time. This power cannot be exercised by any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

17.24 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustee in its discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, including the allocation of some or all of the net capital gain to the beneficiaries as if it were

fiduciary accounting income. The Trustee in its discretion may treat any discretionary distributions of principal as being paid first from realized capital gains. In addition, the Trustee may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as it sees fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

17.25 Use of Income. Except as otherwise provided in this Trust, and in addition to all other available sources, to exercise its discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust, without accountability to any beneficiary.

17.26 Sever or Join Trusts. To sever any trust on a fractional basis into two or more separate trusts, and to segregate by allocation to a separate account or trust a specific amount from, a portion of, or a specific asset included in any trust. The Trustee may consolidate two or more trusts (including trusts created by different transferors) having substantially the same beneficial terms and conditions into a single trust. The Trustee may take into consideration differences in federal tax attributes and other pertinent factors in administering any separate account or trust, in making applicable tax elections, and in making distributions. A trust created by severance or consolidation will be treated as a separate trust for all purposes from the date on which the severance or consolidation is effective (which may be before the exercise of this power), and will be held on the same beneficial terms and conditions as those before the severance or consolidation. Income earned on a consolidated or severed amount, portion, or specific asset after the consolidation or severance is effective will pass with that amount, portion, or specific asset.

17.27 Consolidated Funds. Unless inconsistent with other provisions of this Trust, to hold two or more trusts or other funds in one or more consolidated funds, in which the separate trusts or funds have undivided interests, except that an accounting must be rendered to each trust showing its undivided interests in those funds.

17.28 Valuations. In making distributions or allocations under the terms of this Trust to be valued as of a particular date, to use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustee's judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustee's judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

17.29 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustee determines to be not advisable to incorporate.

17.30 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

17.31 Loans; Advances. To make loans to anyone under commercially reasonable terms, and to make cash advances or loans to beneficiaries, with or without security. The Trustee may retain a lien on future distributions to a beneficiary to repay those loans.

17.32 Election of Benefits. To select a mode of payment under any employee benefit or retirement plan, annuity, or life insurance payable to the trustee, exercise rights under such plan, annuity, or insurance, including exercise of the right to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds.

17.33 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustee and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee is an individual, these costs may be paid as an expense of administration in addition to fees and commissions.

17.34 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

17.35 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustee is to be held harmless for any decision to make or not make such a disclaimer. No disclaimer by the Trustee, whether as a fiduciary or as an individual, will cause that person to be treated as having predeceased me for purposes of serving as Trustee.

17.36 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustee, or of which the Trustee, or any director, officer, or employee of the Corporate Trustee, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustee; or (iii) a beneficiary or Trustee under this Trust acting individually, or any relative of such a party.

17.37 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustee has the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as it deems advisable;
- To control, direct, and manage the property, determining the manner and extent of its active participation in these operations, and to delegate all or any part of its supervisory power to other persons that it selects;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;

- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that it deems advisable in conformity with sound and efficient management; and
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

17.38 Winding Up. On termination of a trust, to exercise the powers appropriate to wind up the administration of that trust and distribute the remaining assets to the persons entitled to them, and to retain a reasonable reserve for the payment of debts, expenses, and taxes.

ARTICLE 18 ENVIRONMENTAL PROVISIONS

The following rules govern administration of the Trust with respect to assets that could cause the Trustee to incur liability for environmental contamination or hazardous wastes.

18.1 Vesting of Title. Title to the following types of assets will not vest in any Trustee (including a successor Trustee when it begins to serve) until the Trustee executes a written instrument accepting title to those assets:

- Real property or any interest of any nature in real property (including mortgages secured by real property), and
- Any interest in a partnership, limited liability company, or closely held corporation which owns real property or an interest in real property and in which the Trustee would have the ability to vote or otherwise participate in the management and control of the entity's operations.

If the Trustee refuses to accept title to an asset that has never been part of this Trust, title to that asset will revert to the transferor or pass to such other persons (other than the Trustee) as may be provided by applicable law. If a successor Trustee refuses to accept title to such an asset accepted by the prior Trustee, the prior Trustee (or his or her Personal Representative) will continue to hold title to and administer that asset until it is distributed, sold, or otherwise disposed of, or until other relief is granted by a court having jurisdiction over the Trust. Until it accepts title to such an asset, the Trustee will have no fiduciary duty with respect to that asset.

18.2 Audits. The Trustee may require environmental audits acceptable to it to be made at any time at the expense of the Trust.

18.3 Liability. The Trustee will not be liable to any beneficiary for any claims against or losses incurred by the Trust because of compliance with laws regulating environmental contamination or hazardous wastes, including reporting or abating contamination, cleaning up property, incurring expenses in connection with administrative or judicial proceedings, and establishing reserves for such payments, even if amounts expended exceed the value of the property. The Trustee may require indemnities or other arrangements satisfactory

- the filing by the partnerships of a timely election under either Sections 754 or 732(d) of the Internal Revenue Code to adjust the basis of partnership property.

(c) **Supplemental Powers.** In addition to the powers previously given and the powers enumerated in Article 17, I give the Trustee the following additional powers with regard to any transactions relating to the Business Entities:

(1) **Employment of Personnel.** To hire and discharge officers and employees for the Business Entities, fix their compensation, and define their duties, including the right to employ any beneficiary (or individual Trustee) in any capacity.

(2) **Investment in Business.** To invest other trust funds in the Business Entities; to pledge other assets of the Trust as security for loans made to the Business Entities; and to loan funds from the Trust to the Business Entities.

(3) **Sale or Purchase of Offerings.** To participate as seller or purchaser in public or private offerings for the sale of any securities or partnership interests in the Business Entities; to enter into any related agreements containing representations, warranties, and indemnity provisions; and to incur liabilities in connection with these transactions.

(4) **Change of Business Form or Scope.** To convert any corporation into a partnership, sole proprietorship, or limited liability company, and to diminish, enlarge, or change the scope or nature of any business.

(5) **Business as Separate Entity; Accountings.** To treat the Business Entities as an entity separate from the Trust. In its accountings, the Trustee may report the earnings and condition of the Business Entities in accordance with standard business accounting practices.

(6) **Retention of Earnings.** To retain in the business such net earnings for working capital and other purposes as the Trustee deems advisable.

(7) **Additional Fees.** To receive additional compensation for its extra efforts and expertise relating to the Business Entities. Such compensation may be paid as a director's or manager's fee or as a guaranteed payment, all of which will be remitted to the Trustee, or may be charged directly as a management consultation fee by the Trustee.

(d) **Standards of Risk and Trustee's Liability.** I am aware that certain risks are inherent in the operation of any business and expect that the Trustee will be required to make decisions using a "reasonable business risk" standard in keeping with the "prudent investor" rule. Therefore, I direct that the Trustee will not be held liable for any loss resulting from the retention and operation of any business unless such loss results directly from its bad faith or willful misconduct. In determining liability for losses, it should be considered that the Trustee is engaging in a speculative enterprise at my express request.

ARTICLE 20 INSURANCE PROVISIONS

Any insurance policies acquired by or payable to the Trustee as an asset of this Trust are to be administered as follows:

20.1 Payment of Premiums. The Trustee may pay from the income and principal of the Trust any premiums or assessments upon any insurance policies that it holds under the terms of this instrument.

20.2 Collection of Policy Proceeds. Upon the death of an insured, the Trustee shall process all claims for payment of death benefits payable to the Trustee. If payment of any policy is contested, however, the Trustee will not be obligated to begin legal proceedings for collection unless it is indemnified to its satisfaction for all costs, including attorney's fees. The Trustee may repay any person, including itself, from the Trust for any advances or expenses incurred in attempting to collect death benefits on such policies.

20.3 Trustee Protection. The Trustee will have no liability or responsibility for any loss resulting from the failure of any insurance company and its inability to pay a claim under any insurance policy acquired by the Trustee. The Trustee will be under no obligation to invest any cash value accumulated in any life insurance policy owned by the Trust, regardless of the investment yield on such value within the policy as compared to the net investment yield which could be obtained outside the policy. The Trustee will not be liable or accountable to anyone for the exercise or nonexercise of any rights, benefits, options, or privileges under any policy held in this Trust, including the option to borrow against the cash values to obtain a higher investment yield outside the policy. In addition, Section 736.0902, Florida Statutes (and any successor provision providing for an exception to the prudent investor rules with respect to life insurance policies) applies to all contracts of life insurance held or acquired by the Trust.

20.4 Responsibilities of Insurance Companies. No insurance company will be responsible for the application of any insurance proceeds by the Trustee. Payment to the Trustee of the benefits due with respect to any insurance policy held as part of the Trust will completely discharge the insurance company from any further liability under that policy.

ARTICLE 21 PERPETUITIES PROVISION

Despite any contrary provisions of this Trust, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of the longest fixed period allowed by the Florida Rule Against Perpetuities after my death.

ARTICLE 22 QUALIFIED PLAN PROCEEDS

If any funds from qualified employee benefit plans, individual retirement accounts, or other property from sources specified in Section 2039 of the Internal Revenue Code (collectively

referred to as the "Accounts") become available to the Trustee of any trust created under this Trust, the provisions of this article will apply to these trusts and the Accounts paid to them.

22.1 Designated Beneficiaries. I wish to allow the maximum deferral of distributions from the Accounts. Therefore, unless a contrary intent appears in the appropriate beneficiary designation form, I intend and direct that any trust to which one or more of the Accounts are payable qualify as a "see-through" trust and its beneficiaries be treated as "designated beneficiaries" within the meaning of the minimum distribution rules under Section 401(a)(9) of the Internal Revenue Code and applicable regulations. No portion of the Accounts will be payable to an entity, such as my estate or an Exempt Organization, unless there are no qualified recipients eligible to receive those funds.

22.2 Restrictions on Accounts. No portion of the Accounts payable to a trust may be used, paid, or appointed in such a way as to disqualify the trust beneficiaries as designated beneficiaries. By way of example and not in limitation:

(a) No portion of the Accounts may be used to pay, directly or indirectly, any debts or expenses of mine or of my estate, including any share of estate taxes payable from this Trust or chargeable to my estate.

(b) No portion of the Accounts may be used to satisfy a gift to a beneficiary other than a qualified recipient.

(c) Upon the death of the beneficiary whose measuring life was used for calculating minimum required distributions after my death, further payments from the Accounts (including payments pursuant to the exercise of a power of appointment) may be made only to qualified recipients who are younger than that beneficiary, despite any other provision of this Trust. For example, if the eldest child is the measuring life for distributions after my death, at that child's death payments may not be made to anyone older than the eldest child (such as a sibling or parent of mine) unless there are no younger qualified recipients. For purposes of the distribution of any portion of the Accounts as specified under this Trust, any successor beneficiary who is older than the measuring life beneficiary will be deemed to have predeceased the measuring life beneficiary.

22.3 Notification by Trustee. If I have not provided a copy of this Trust, including relevant amendments, to any custodian of an Account, the Trustee shall provide the information required by the Treasury Regulations to allow a trust to qualify as described above, within the time frame specified in the Regulations.

22.4 Qualified Recipients. The term "qualified recipient" means an individual or a trust that is treated as a see-through (or conduit) trust so that its beneficiaries are recognized as designated beneficiaries under the Treasury Regulations. For purposes of determining the age of a qualified recipient, a see-through trust will be deemed to have the same age as its oldest beneficiary (excluding succeeding beneficiaries as specified in Treasury Regulations §1.401(a)(9)).

22.5 Separate Trust. For ease of administration, the Trustee may hold payments to a trust designated (or allowed) to receive distributions from the Accounts as a separate trust, to be administered under the same terms as the larger trust entitled to those payments, subject to the special terms of this article.

ARTICLE 23 ADMINISTRATION AND CONSTRUCTION

23.1 Separate Trusts. This Trust may call for the creation of separate trusts under one or more gifts, such as trusts for separate beneficiaries or exempt and nonexempt trusts for generation-skipping purposes. If so, those trusts are to arise as of the event creating them, e.g., my death or the death of another person, even if those trusts are not immediately funded or their shares not exactly determined, so as to be considered separate trusts as of that event under all provisions of the Internal Revenue Code.

23.2 Rules for Distributions. In making distributions to beneficiaries under this Trust, the Trustee must use the following criteria.

(a) **Other Resources.** Whenever the Trustee has the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustee should make decisions taking into account any information readily available to it about the beneficiary's other available income and resources (including any obligations owed to him or her by any person that are reasonably able to be discharged). The Trustee may rely on financial statements or tax returns from the beneficiary. The Trustee can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but it does not have to make payments to a court appointed guardian.

(b) **Trustee's Decision.** Absent clear and convincing evidence of bad faith, the Trustee's decisions as to amounts to be distributed will be final.

(c) **Standard of Living.** Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

(d) **Unequal Distributions.** For any trusts having multiple beneficiaries, distributions may be unequal among them due to differences in their resources, age, health, needs, educational inclinations, and talents. The Trustee may make unequal distributions to or for those beneficiaries without making equalizing adjustments among them, unless specifically provided to the contrary in this Trust.

23.3 Funding Gifts. The following rules will apply to funding gifts under this Trust.

(a) **Pecuniary Gifts.** All pecuniary gifts under this Trust that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) **Adjustments.** The Trustee shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustee may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustee, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

23.4 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustee deems convenient.

23.5 Estate Tax on Included Property. If assets of any trust created under this agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) **Appointed Assets.** If the beneficiary exercises a power of appointment over those assets, the Trustee is authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) **Other Assets.** If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustee will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) **Certification and Payment.** The Trustee may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustee will not be held liable for making payments as directed by the beneficiary's personal representative.

23.6 Transactions With Other Entities. The Trustee may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustee can make those purchases or loans even if it serves as the fiduciary of that estate or trust, and on whatever terms and conditions the Trustee thinks are appropriate, except that the terms of any transaction must be commercially reasonable.

23.7 Coordination With Guardian. If a separate trust is created for a beneficiary who is under a legal disability, I direct the Trustee to consult with the guardian of the person for that beneficiary, or if none, the person having custody of the beneficiary, and to

- establish a reasonable budget to provide for the needs of the beneficiary;
- conduct a financial analysis of the beneficiary's needs and determine the amounts reasonably required for his or her care; and

- implement procedures for disbursing funds to the guardian for those purposes.

The Trustee is authorized to make distributions that provide some incidental or indirect benefit to the beneficiary's guardian, but only if the expenditure is for the primary benefit and needs of the beneficiary.

ARTICLE 24 APPLICABLE LAW; TRUST SITUS

All questions regarding the law to be applied or the appropriate situs of any trust will be governed by the terms of this article as follows:

24.1 Validity; Construction. All matters involving the validity, interpretation, construction, and meaning (or effect) of the Trust created under this instrument are to be governed by Florida law, which is currently my domicile.

24.2 Principal Place of Administration. All matters involving the administration of the Trust created under this instrument are to be governed by Florida law, which is currently my domicile and the initial principal place of administration (the "situs") of those trusts. A Trustee may change the principal place of administration of any trust as provided below.

24.3 Determining Situs. The Trustee will have a continuing duty to administer the Trust at a place appropriate to its purposes and its administration. In exercising this duty, the Trustee should consider the factors specified in Section 736.0108 of the Florida Statutes and the impact of a change to a different situs on the following: state and local taxes; compensation of fiduciaries; investment authority; duties, responsibilities, and liabilities of the Trustee; and any other factor appropriate to the new jurisdiction.

24.4 Transferring Situs. The Trustee, acting from time to time and without court approval, may transfer the situs of the Trust to any jurisdiction within the United States, subject to the notice requirements contained in Section 736.0108(6) of the Florida Statutes.

24.5 Substitute Trustee. If the Trustee is unable or unwilling to serve in the new trust situs, the Trustee may: designate a substitute Trustee to act with respect to that property in the new situs; delegate to the substitute Trustee any or all of the powers given to the Trustee; elect to act as advisor to the substitute Trustee and receive reasonable compensation for that service; and remove any acting substitute Trustee and appoint another, or reappoint itself, if appropriate, at will.

ARTICLE 25 MISCELLANEOUS PROVISIONS

25.1 Definitions. As used in this Trust, the following terms have the meanings set forth below:

- (a) **Fiduciaries.**

(1) **Independent Trustee** means a trustee of a particular trust, either individual or corporate, who is (i) designated as an Independent Trustee in this Trust or (ii) is not me or a beneficiary, and who is not a Related Person as to me or a beneficiary (if I participate in that person's appointment after the execution of this Trust or the beneficiary participates in that person's appointment at any time). For purposes of this definition a beneficiary is a person who is a permissible distributee of income or principal, or someone with an interest in the trust in excess of five percent (5%) of its value, assuming a maximum exercise of discretion in his or her favor. Whenever this Trust requires an action be taken by, or in the discretion of, an Independent Trustee but no such Trustee is then serving, a court may appoint an Independent Trustee to serve as an additional Trustee whose sole function and duty will be to exercise the specified power.

(2) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof that is not a Related Person as to me, and which has at least Five Hundred Million Dollars (\$500,000,000) of assets under trust management (which may include assets managed by affiliated or subsidiary banks or trust companies). A bank or trust company that does not meet these requirements cannot serve as Trustee.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) **Gross estate** means gross estate for federal estate tax purposes as defined in Section 2031 of the Internal Revenue Code.

(3) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(4) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(5) **Exempt Organization** means an organization contributions to which are deductible under Sections 2055 and 2522 of the Internal Revenue Code.

(c) Other Terms.

25.2 Powers of Appointment. The following provisions relate to all powers of appointment created by me at any time and to any power exercisable by or under this Trust.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of any one or more of the following: that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power; it may be exercisable in favor of a specified class or, if no class is specified, in favor of any person or entity (other than the appointees specified in Section 25.2(a) above.)

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A testamentary power of appointment may not be exercised in favor of the person possessing the power. Unless otherwise indicated, any power under this Trust may be exercised so as to create an interest held in trust.

(d) Unless otherwise limited, a power of appointment extends to all assets in a trust at the exercise of the power, even if added after the creation of the trust.

(e) In determining whether a person has exercised a testamentary power of appointment, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustee has not received written notice of such an instrument within six months after the powerholder's death, the Trustee may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

(f) I expressly refrain from exercising any power of appointment that I may possess at my death.

25.3 Right to Information. During my lifetime and while I am not disabled, the Trustee shall provide me with any information I request concerning actions taken by the trustee and the operation of the Trust, including a full listing of its assets. Upon my death or disability, the Trustee shall provide such information, upon request, to the person then entitled to remove successor Trustees as specified in Section 11.6.

25.4 Notices. Any person entitled or required to give notice under this Trust shall exercise that power by a written instrument witnessed by two impartial persons, clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts. Notice of my exercise of any power under this Trust need be given only to the affected Trustees.

25.5 Certifications.

(a) **From Personal Representative.** For some purposes, the Trustee is authorized to rely on a certificate from my Personal Representative as to certain facts. That certificate must be in writing and witnessed by two impartial persons, but need not be notarized. It is to be delivered to the Trustee in the same fashion as provided for other notices.

(b) **Facts.** A certificate signed and acknowledged by the Trustee stating any fact affecting the Trust Estate or the trust agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustee. The Trustee may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false. Knowledge of all other facts will be determined as provided in Section 736.0104 of the Florida Statutes.

(c) **Copy.** Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by me; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

25.6 Dispute Resolution. If there is a dispute or controversy of any nature involving the construction, meaning, or effect of this Trust or any trust created under it, or the disposition or administration of any such trust, then unless all parties in interest who are not disabled waive this section, I direct the disputing parties to agree on a manner of alternative dispute resolution. If there is no such agreement, the disputing parties shall submit the matter to mediation. If any party rejects mediation or refuses to participate in good faith, or if all issues are not resolved by mediation or the other form of resolution agreed upon, I authorize the court having jurisdiction over the subject trust to award costs and attorney's fees from that party's beneficial share or from other amounts payable to that party (including amounts payable to that party as compensation for service as fiduciary) as in chancery actions.

25.7 Effect of Adoption. A legally adopted child (and any descendants of that child) will be regarded as a descendant of the adopting parent only if the petition for adoption was filed with the court before the child's thirteenth birthday. If the legal relationship between a parent and child is terminated by a court while the parent is alive, that child and that child's descendants will not be regarded as descendants of that parent. If a parent dies and the legal relationship with that deceased parent's child had not been terminated before that parent's death, the deceased parent's child and that child's descendants will continue to be regarded as descendants of the deceased parent even if the child is later adopted by another person.

25.8 Infant in Gestation. For all purposes of this Trust, an infant in gestation who is later born alive will be deemed to be in being during the period of gestation for the purpose of qualifying the infant, after it is born, as a beneficiary of this Trust.

25.9 Gender and Number. Reference in this Trust to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires.

25.10 Headings. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

25.11 Further Instruments. I agree to execute such further instruments as may be necessary to vest the Trustee with full legal title to the property transferred to this Trust.

25.12 Acknowledgments. Acknowledgments of this trust agreement and matters affecting the administration of the Trust may be given for purposes of recording such instruments, but the absence of an acknowledgment does not affect the validity of those instruments.

25.13 Binding Effect. This trust agreement extends to and is binding upon my Personal Representative, successors, and assigns, and upon the Trustee.

Executed as of the effective date written above.

GRANTOR and TRUSTEE

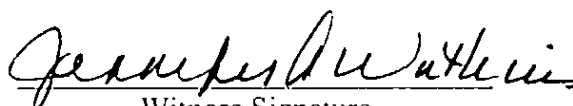


STEVEN R. GRIFFITH

This instrument was signed, sealed, published, and declared by the Grantor as his Amended and Restated Trust Agreement in our joint presence, and at his request we have signed our names as attesting witnesses in his presence and in the presence of each other on the date first written above.

Name

Address

 PO Box 3452
Palm Beach FL 33480
Witness Signature

Allen Blumfeld 231 Nighthorse Ave, Palm Beach FL
Witness Signature 33480