

D23000000043

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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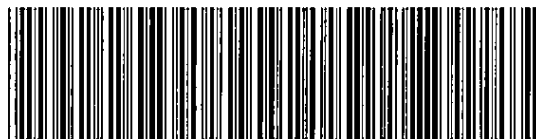
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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RECEIVED
2023 JUL 27 PM 3:28
TALLAHASSEE, FLORIDA
DIVISION OF CORPORATIONS
CLERK'S OFFICE

2023 JUL 27 PM 3:44



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 27, 2023

JAMES E POHER
1906 PROMENADE WAY
JACKSONVILLE, FL 32207 US

SUBJECT: LEK LLESHI IRREVOCABLE LIVING ESTATE TRUST
Ref. Number: W23000102762

We have received your document for LEK LLESHI IRREVOCABLE LIVING ESTATE TRUST and check(s) totaling \$358.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

missing trust must list two trustee name and address

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Carlos E Rico
Supervisor

Letter Number: 523A00016949

2023

4:19:44

TRANSMITTAL LETTER

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

SUBJECT: LEK LLESHI IRREVOCABLE LIVING TRUST

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

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: James E Roher

Name (Printed or typed)

1906 Piromenade Way 1102

Address

JACKSONVILLE, FLORIDA 32207

City, State & Zip

904-432-1603

Daytime Telephone number

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

LEK LLESHI IRREVOCABLE LIVING TRUST

A _____ **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 Lek LLeshi Irrevocable Living Trust, a
(Name of Trust)
Florida _____ Trust hereby affirms in order to file or qualify
(State)
Lek LLeshi Irrevocable Living Trust, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 5221 St Augustine Rd
Jacksonville Florida 32207
3. The registered agent and street address in the State of Florida is:
James E Roher 1906 Promenade Way Apt. 1102 Jacksonville, Florida 32207
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)

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.

✓ Lyle Suly

Name:
Chairman of the Board of Trustees

NOTARY

**Certification of Trust for
Lek Lleshi Irrevocable Living Trust
Dated August 31, 2023**

This Certification of Trust is signed by the currently acting Trustees of the Lek Lleshi Irrevocable Living Trust dated August 31, 2023, who declares:

- 1. The Grantor of the trust is James Roher. The trust is irrevocable by the Grantor.**
- 2. The Trustees of the Trust are:**

**Lule Suly
James Roher**

- 3. The tax identification number of the trust is being applied for with the Internal Revenue Service**
- 4. Title to assets held in the trust will be titled as:**

Lek Lleshi Irrevocable Living Trust dated August 31, 2023 and any amendments thereto

- 5. An alternative description will be effective to title assets in the name of the trust or to designate the trust as a beneficiary if the description includes the name of at least one initial Trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the trust.**
- 6. Excerpts from the trust document that establish the trust, Designate the Trustee, and set forth the powers of the Trustee will be provided upon request. The powers of the Trustee include the power to acquire, sell, assign convey, pledge, encumber, lease, borrow, manage, and deal with real and personal property interests.**

7. The terms of the trust provide that a third party may rely upon this Certification of Trust as evidence of the existence of the trust and is specifically relieved of any obligation to inquire into the terms of this trust or the authority of the Trustee, or to see the application that the Trustee makes of funds or other property received by the Trustee.
8. The trust has not been revoked, modified or amended in any way that would cause the representation in this Certification of Trust to be incorrect

Dated August 31, 2023

James Roher

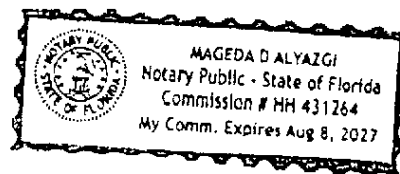
James Roher, Trustee

STATE OF Florida

COUNTY OF Duval

On Sept 18, 2023 the aforementioned party (s) appeared before me, a Notary Public, for the above state and county, James Roher is known to me or provided photo identification and that such individuals executed the foregoing instrument, and being duly sworn, such individuals acknowledged that s/he executed said instrument for the purpose therein contained of his/her free will and voluntary act.

2626
SIGNATURE NOTARY PUBLIC 09/18/2023



My Commission expires: _____

8. The trust has not been revoked, modified or amended in any way that would cause the representation in this Certification of Trust to be incorrect

Dated: August 31, 2023

Lule Suly
✓ Lule Suly, Trustee

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence, this day, August 31, 2023, by Lule Suly who is personally known to me or has produced FDLIS 600-E2-73-637.0, as identification.

Seal



Notary Title
Notary Public, State of Florida
My Commission Expires 01/12/2025
Commission No. 12471827

[Signature]

Notary Public

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

BUREAU of VITAL STATISTICS

AMENDED

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2022150173

DATE ISSUED: SEPTEMBER 27, 2022

DECEDENT INFORMATION

DATE FILED: AUGUST 19, 2022

NAME: LEK LLESHI

DATE OF DEATH: AUGUST 11, 2022

SEX: MALE

AGE: 056 YEARS

DATE OF BIRTH: AUGUST 1, 1966

SSN: ***-**-4724

BIRTHPLACE: GOJAN-PUKE, ALBANIA

PLACE WHERE DEATH OCCURRED: DECEDENT'S HOME

FACILITY NAME OR STREET ADDRESS: 2569 SCOTT MILL DRIVE SOUTH

LOCATION OF DEATH: JACKSONVILLE, DUVAL COUNTY, 32223

RESIDENCE: 2569 SCOTT MILL DRIVE SOUTH, JACKSONVILLE, FLORIDA 32223, UNITED STATES

COUNTY: DUVAL

OCCUPATION, INDUSTRY: BUSINESS OWNER, ENTREPRENEUR

EDUCATION: BACHELORS DEGREE

EVER IN U.S. ARMED FORCES? NO

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

RACE: WHITE

SURVIVING SPOUSE / PARENT NAME INFORMATION

(NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE)

MARITAL STATUS: MARRIED

SURVIVING SPOUSE NAME: FLORA PERNDJ

FATHER'S/PARENT'S NAME: GJON LLESHI

MOTHER'S/PARENT'S NAME: GJELA LLESHI

INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION

INFORMANT'S NAME: FLORA PERNDJ

RELATIONSHIP TO DECEDENT: SPOUSE

INFORMANT'S ADDRESS: 2569 SCOTT MILL DRIVE SOUTH, JACKSONVILLE, FLORIDA 32223, UNITED STATES

FUNERAL DIRECTOR/LICENSE NUMBER: ASHLEY LACEY, F086470

FUNERAL FACILITY: HARDAGE-GIDDENS - SAN JOSE BLVD F040949

11801 SAN JOSE BLVD, JACKSONVILLE, FLORIDA 32223

METHOD OF DISPOSITION: BURIAL

PLACE OF DISPOSITION: ST. JOSEPH CEMETERY
JACKSONVILLE, FLORIDA

CERTIFIER INFORMATION

TYPE OF CERTIFIER: CERTIFYING PHYSICIAN

TIME OF DEATH (24 HOUR): 1814

CERTIFIER'S NAME: BRIAN LAYNE STEPHENS

CERTIFIER'S LICENSE NUMBER: ME88496

NAME OF ATTENDING PRACTITIONER (IF OTHER THAN CERTIFIER): NOT ENTERED

MEDICAL EXAMINER CASE NUMBER: NOT APPLICABLE

DATE CERTIFIED: AUGUST 14, 2022

DATE AMENDED: 09/08/2022 ANY CERTIFICATION ISSUED PRIOR TO THE AMENDED DATE MAY BE NULL AND VOID.
The first five digits of the decedent's Social Security Number have been redacted pursuant to §119.071(5), Florida Statutes.



STATE REGISTRAR

REQ: 2024459136

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.
WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THE DOCUMENT WILL NOT PRODUCE A COLOR COPY.



FILED 3/24/23 PM 3 02 PHILLIPS

IN THE CIRCUIT COURT FOR DUVAL COUNTY,
FLORIDA PROBATE DIVISION

IN RE: ESTATE OF
LEK LLESHI

File No.: 16-2023-CP-000669
Division: PR-B

Deceased.

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS, LEK LLESHI, a resident of 2569 Scott Mill Drive South, Jacksonville, Florida 32223, died on August 11, 2022, owning assets in the State of Florida, and

WHEREAS, JAMES ROHER, has been appointed Personal Representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare JAMES ROHER duly qualified under the laws of the State of Florida to act as Personal Representative of the estate of LEK LLESHI, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE AND ORDERED at Jacksonville, Duval County, Florida this 24 day of March, 2023.

STATE OF FLORIDA
DUVAL COUNTY

I, UNDERSIGNED Clerk of the Circuit & County Courts, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing, consisting of 1 pages, is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit & County Courts of Duval County, Florida.

WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this the 24th day of April, A.D., 2023

[Signature]
Clerk Circuit and County Courts
Duval County, Florida
By [Signature]
Deputy Clerk

[Signature]
Thomas M. Beverly
Circuit Judge

FILED 3/24/23 PM 3:02 PHILLIPS

IN THE CIRCUIT COURT FOR DUVAL COUNTY,
FLORIDA PROBATE DIVISION

IN RE: ESTATE OF
LEK LLESHI

File No.: 16-2023-CP-000669
Division: PR-B

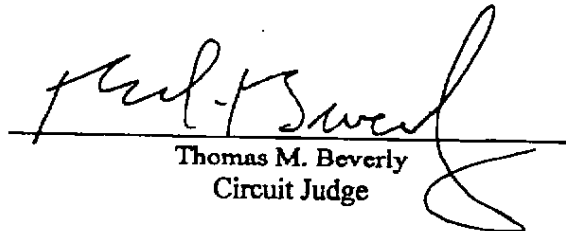
Deceased.

ORDER APPOINTING PERSONAL REPRESENTATIVE

On the petition of JAMES ROHER, for administration of the estate of LEK LLESHI, deceased, the Court finding that the decedent died on August 11, 2022, and it appearing to the Court from the petition that JAMES ROHER, is entitled to appointment as Personal Representative by reason of being nominated in the last Will of the decedent, and that all beneficiaries waived the right to challenge the qualification of the Personal Representative and that all beneficiaries waived the right of priority of appointment of Personal Representative, if any, and that JAMES ROHER is qualified to be Personal Representative, it is

ADJUDGED that JAMES ROHER, is appointed Personal Representative of the estate of the decedent, and that upon taking the prescribed oath, filing designation and acceptance of resident agent, and entering into bond in the sum of \$0.00, letters of administration shall be issued.

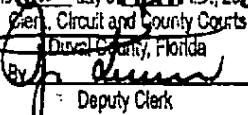
ORDERED on March 24, 2023.


Thomas M. Beverly
Circuit Judge

STATE OF FLORIDA
DUVAL COUNTY

I, UNDERSIGNED Clerk of the Circuit & County Courts, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing, consisting of 1 pages, is a true and correct copy of the original as it appears on record and it is in the office of the Clerk of Circuit & County Courts of Duval County, Florida.

WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this 24 day of April, A.D., 2023


Deputy Clerk

IN THE CIRCUIT COURT FOR DUVAL COUNTY,
FLORIDA
PROBATE DIVISION

IN RE: ESTATE OF
LEK LLESHI
Division: PR-B
File No.: 16-2023-CP-0006669

Deceased.

WAIVER OF PRIORITY, CONSENT TO
APPOINTMENT OF PERSONAL REPRESENTATIVE,
AND WAIVER OF NOTICE AND BOND

The undersigned, FLORA PERNDOL, whose address is 2569 Scott Mill Drive South, Jacksonville, Florida 32223 and who is the surviving spouse of LEK LLESHI, deceased, hereby waives the right to act as personal representative of the estate; consents to the appointment of JAMES ROHER as personal representative of the estate; waives service of Notice of Administration upon the undersigned; and requests that the personal representative not be required to post bond or security.

Signed on this 6th day of March, 2023.

Flora Perndol
Flora Perndol

Article Three

Designation and Succession of Fiduciaries

Section 3.01 Personal Representative

I nominate James Rohr as my Personal Representative. If James Rohr is unwilling or unable to act as my Personal Representative, I nominate Robert Marku as my successor Personal Representative.

Section 3.02 Guardian

I appoint Flora Perndoj as guardian for each child of mine who needs a guardian.

I direct that no guardian be required to give any bond in any jurisdiction. But if a guardian's bond is required by law or by court determination, no sureties will be required on the bond.

Section 3.03 Conservator

If it becomes necessary to appoint a conservator for the estate of any child of mine, I nominate the child's guardian to serve as conservator of that child's estate.

Article Four

Powers of Fiduciaries

Section 4.01 Grant of Powers

My Personal Representative may perform every act reasonably necessary to administer my estate and any trust established under my Will. In addition to this general grant of powers, my Personal Representative is specifically authorized to:

hold, retain, invest, reinvest, sell, and manage any real or personal property, including interests in any form of business entity including limited partnerships and limited liability companies, and life, health, and disability insurance policies, without diversification as to kind, amount, or risk of non-productivity and without limitation by statute or rule of law;

partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, loan, and contract;

distribute assets of my estate in cash or in kind, or partly in each, at fair market value on the distribution date, without requiring *pro rata* distribution

of specific assets and without requiring *pro rata* allocation of the tax bases of those assets;

hold any interest in nominee form, continue businesses, carry out agreements, and deal with itself, other fiduciaries, and business organizations in which my Personal Representative may have an interest;

access, modify, control, archive, transfer, and delete my digital assets;

establish reserves, release powers, and abandon, settle, or contest claims; and

employ attorneys, accountants, custodians for trust assets, and other agents or assistants as my Personal Representative deems advisable to act with or without discretionary powers, and compensate them and pay their expenses from income or principal.

Section 4.02 Powers Granted by State Law

In addition to the above powers, my Personal Representative may, without prior authority from any court, exercise all powers conferred by my Will, by common law, or by the powers of a fiduciary as established under Title 42, Florida Statutes, to include as well the provisions of the Prudent Investor Statute Chapter 518, Florida Statutes or any such similar Title or Statute as may apply to Wills in the State of Florida or other statute of the State of Florida or any other jurisdiction whose law applies to my Will. My Personal Representative has absolute discretion in exercising these powers. Except as specifically limited by my Will, these powers extend to all property held by my fiduciaries until the actual distribution of the property.

Section 4.03 Distribution Alternatives

My Personal Representative may make any payments under my Will:

directly to a beneficiary;

in any form allowed by applicable state law for gifts or transfers to minors or persons under disability;

to a beneficiary's guardian, conservator, or caregiver for the beneficiary's benefit; or

by direct payment of the beneficiary's expenses.

A receipt by the recipient for any distribution will fully discharge my Personal Representative if the distribution is consistent with the proper exercise of my Personal Representative's duties under my Will.



Section 4.04 Digital Assets

My Personal Representative may take any action (including, without limitation, assuming or amending a terms-of-service agreement or other governing instrument) with respect to my Digital Assets, Digital Accounts or Digital Devices as my Personal Representative shall deem appropriate, and as shall be permitted under applicable state and Federal law. My Personal Representative may engage experts, consultants or any other third party, and may delegate authority to such experts, consultants or third parties, as necessary or appropriate to effectuate such actions with respect to my Digital Assets, Digital Accounts or Digital Devices, including, but not limited to, such authority as may be necessary or appropriate to access and secure my Digital Assets, Digital Accounts and Digital Devices, and to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization. This authority is intended to constitute "lawful consent" to any service provider to divulge the "content" of any electronic communication or record under the Stored Communications Act (currently codified as 18 U.S.C. §§ 2701 et seq.), the Computer Fraud and Abuse Act (currently codified as 18 U.S.C. § 1030), and any other state or federal law relating to Digital Assets, data privacy, or computer fraud, to the extent such lawful consent may be required. My Personal Representative shall be an "authorized user" for purposes of applicable computer-fraud and unauthorized-computer-access laws. The authority granted under this paragraph is intended to provide my Personal Representative with full authority to access (from any location or Digital Device, including remote computing services) and thereafter manage, handle, use, control, hold, modify, archive, transfer, distribute, dispose of and delete, my Digital Assets, Digital Accounts and Digital Devices, and my passwords and other electronic credentials associated with my Digital Assets, Digital Accounts and Digital Devices, as my Personal Representative deems appropriate in my Personal Representative's sole discretion, and to the maximum extent permitted under applicable state and Federal law, and shall not limit any authority granted to my Personal Representative under such laws. The authority granted under this paragraph is essential for access to my Digital Assets that are only accessible through my Digital Devices.

The following definitions and descriptions shall be construed as broadly as possible and shall apply under this instrument to the authority of my Personal Representative with respect to my Digital Assets, Digital Accounts and Digital Devices:

1. "Digital Assets" shall be any electronic record that is defined as a "Digital Asset" under the Florida Fiduciary Access to Digital Assets Act, Chapter 740, Florida Statutes, together with any and all files created, generated, sent, communicated, shared, received, or stored in the cloud or on the Internet or on a Digital Device, regardless of the ownership of the physical device upon which the digital item was created, generated, sent, communicated, shared, received or stored (which underlying physical device shall not be a "Digital Asset" for purposes of this instrument).
2. A "Digital Device" is a computing, digital storage or other type of electronic device that can create, generate, send, share, communicate, receive, store, display, or

LLC

process information, including, without limitation, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, cameras, electronic reading devices, and any similar digital device which currently exists or may be developed as technology advances, or such comparable items and accounts as technology develops.

3. For the purpose of illustration, and without limitation, Digital Assets and Digital Accounts shall include sent and received email, email accounts, social network content and accounts, social media content and accounts, gaming accounts, software licenses, text messages, documents, digital photographs, digital videos, digital music, digital albums, software, software licenses, computer programs, computer source codes, databases, file sharing accounts, financial accounts, banking accounts, ebooks or other web-hosted materials, health insurance records and accounts, health care records and accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web hosting accounts, tax preparation service accounts, online store and auction sites, online accounts and affiliate programs and other similar digital asset, which currently exists or may be developed as technology advances, or such comparable items and accounts as technology develops, including any words, characters, codes, or contractual rights necessary to access such items and accounts, regardless of the ownership of the Digital Device upon which the Digital Asset or Digital Account is stored or accessible.

If I have prepared a digital asset memorandum, which may be altered by me from time to time, with instructions concerning my Digital Assets, Digital Accounts and Digital Devices and their access, handling, distribution and disposition, I direct my Personal Representative and beneficiaries to follow my instructions as outlined in said digital asset memorandum.

Article Five

Administrative Provisions

Section 5.01 Court Proceedings

Any trust established under my Will will be administered in a timely manner; consistent with its terms; free of active judicial intervention; and without order, approval, or other action by any court. The trust will be subject only to the jurisdiction of a court being invoked by the Trustees or by other interested parties, or as otherwise required by law.

Section 5.02 No Bond

I direct that no Personal Representative be required to give any bond in any jurisdiction. But if a bond is required by law or by court determination, no sureties will be required on the bond.

Section 5.03 Informal Proceedings

I authorize my personal representative to exercise all powers conferred upon personal representatives for small estates under Chapter 735, Florida Statutes.

Section 5.04 Compensation and Reimbursement

Any fiduciary serving under my Will is entitled to reasonable compensation commensurate with services actually performed. In addition, any fiduciary serving under my Will is entitled to reimbursement for reasonable expenses incurred.

Section 5.05 Ancillary Fiduciary

If any ancillary administration is required or desired, and my domiciliary Personal Representative is unable or unwilling to act as an Ancillary Fiduciary, my domiciliary Personal Representative may have power to designate, compensate, direct, and remove an Ancillary Fiduciary. The Ancillary Fiduciary may either be a person or a corporation. My domiciliary Personal Representative may delegate to the Ancillary Fiduciary any powers granted to my domiciliary Personal Representative as my domiciliary Personal Representative considers to be proper, including the right to serve without bond or without surety on bond. The net proceeds of the ancillary estate will be paid over to the domiciliary Personal Representative.

Article Six Taxes, Claims, and Expenses

Section 6.01 Payment of Death Taxes, Claims, and Expenses

The Trustee of the Lleshi Revocable Living Trust is authorized to pay expenses incurred for my funeral and for the disposition of my remains, claims against my estate, and expenses of estate administration. Accordingly, I direct my Personal Representative to consult with the Trustee to determine which expenses and claims should be paid by my Personal Representative from property passing under my Will, and which expenses and claims should be paid by the Trustee from the Lleshi Revocable Living Trust.

I direct my Personal Representative to follow any instructions contained in the Lleshi Revocable Living Trust in making any tax elections, including the allocation of my GST Exemption and any elections relative to the *deceased spousal unused exclusion amount* as defined and to the extent and amount allowable under Sections 2010(c)(4) and (5) of the Internal Revenue Code, all as my Personal Representative deems appropriate under then prevailing circumstances. My Personal Representative will suffer no liability for making



or not making any tax election in good faith to any person, including any person not yet in being, whose interest may have been affected.

Any taxes imposed on property passing under and outside my Will because of my death will be apportioned and paid under the provisions of the Lleshi Revocable Living Trust, and I incorporate the tax apportionment provisions of the Lleshi Revocable Living Trust as part of my Will.

No death taxes may be allocated to or paid from property that is not included in my gross estate for federal estate tax purposes, or that qualifies for the federal estate tax marital or charitable deductions.

Section 6.02 Tax and Administrative Elections

My Personal Representative may exercise any available elections under any applicable income, inheritance, estate, succession, or gift tax law.

This authority includes the power to select any alternate valuation date for death tax purposes and the power to determine whether to use any estate administration expenses as estate or income tax deductions. No compensating adjustments are required between income and principal as a result of those determinations unless my Personal Representative determines otherwise, or unless required by law.

My Personal Representative may elect to have any part of the property in my estate qualify for the federal estate tax marital deduction as qualified terminable interest property under Internal Revenue Code Section 2056(b)(7) (the *QTIP Election*).

Any tax paid as a result of the inclusion in my taxable estate of property held in a qualified terminable interest property (QTIP) trust created for me by my spouse will be apportioned to and collected from the qualified terminable interest property (QTIP) as provided in Section 2207A. But my Personal Representative may waive this right of recovery. To the extent my spouse's Will or other governing instrument provides for payment of the tax, my Personal Representative will pursue any right of reimbursement in a manner consistent with that provision.

My Personal Representative is not liable to any beneficiary of my estate for tax consequences that arise as a result of the exercise or nonexercise of any tax elections, or for decisions made concerning the distribution of property in kind in full or partial satisfaction of any beneficiary's interest in my estate.

4. Venue of this proceeding is in this county because decedent was a resident of Duval County at the date of death.

5. JAMES ROHER is entitled to preference and priority in appointment as personal representative because he is appointed as personal representative in the Last Will of the decedent, there is a surviving spouse, who will waive priority, if any and consent to the appointment of JAMES ROHER as personal representative. JAMES ROHER whose address is 8030 Old Kings Road South, Apt #29, Jacksonville, Florida 32217, is qualified under the laws of the State of Florida to serve as personal representative of the decedent's estate.

6. JAMES ROHER is qualified under the laws of the State of Florida sections 733.302, 733.303 and 733.304 to serve as personal representative of the decedent's estate: he is over the age of eighteen years, he is a resident of the state of Florida, he has not been convicted of a felony, he has never been convicted in any state or foreign jurisdiction of abuse, neglect or exploitation of an elderly or a disabled adult, and he is mentally and physically able to perform the duties as personal representative.

7. The nature and approximate value of the assets in this estate are:

<u>Assets</u>	<u>Approximate Value</u>
Real Property Address: 5221 SAINT AUGUSTINE ROAD. JACKSONVILLE, FLORIDA 32207 Real Estate Number: 147647-0010 Brief Legal Description per Property Appraiser: 6-3S-27E 1.0 PT E1/2 of SW1/4 RECD OR19418-1722	\$474,863.00
Real Property Address: 5299 SAINT AUGUSTINE ROAD, JACKSONVILLE, FLORIDA 32207 Real Estate Number: 147744-0000 Brief Legal Description per Property Appraiser: 6-5 06-3S-27E 1.36 ROULACS SUBDIVISION PT NE1/4 OF SW1/4 SEC 6- 3S-27E, PT LOTS 1,3,PT CLOSED ST RECD O/R 18467-2059 BEING PARCEL 1	\$461,045.00

8. This estate will not be required to file a federal estate tax return.

9. After the exercise of reasonable diligence, petitioner is unaware of any unrevoked wills or codicils of decedent.

10. Decedent died testate and the original will be deposited with the clerk of court.


11. Domiciliary or principal probate proceedings are not known to be pending in another state or country.

Petitioner request that JAMES ROHER be appointed personal representative of the estate of the decedent and that the Last Will of the decedent LEK LLESHI be admitted to probate.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.


Signed on this 2nd day of March, 2023.


James Roher
Petitioner


Judy-Ann Smith
Attorney for Petitioner
E-Mail Addresses: judy@forefrontlawfl.com,
service@forefrontlawfl.com
Florida Bar No. 0102219
FOREFRONT LAW
4465 Baymeadows Road, Suite #3
Jacksonville, Florida 32217
Telephone: (904) 733-9080
Fax: (844) 570-2242

9. The trust has not been revoked, modified, or amended in any way that would cause the representations in this Certification of Trust to be incorrect.

Dated: July 12, 2022



Lek Lleshi, Trustee

STATE OF FLORIDA

)

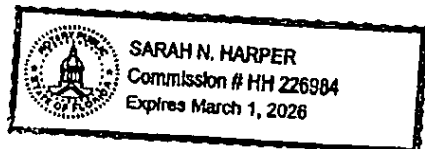
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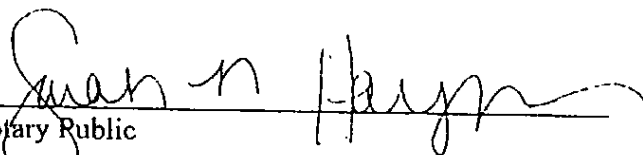
COUNTY OF DUVAL

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The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day, July 12, 2022, by Lek Lleshi, as Trustee, who is personally known to me or who has produced FIDC, as identification.

[Seal]





Notary Public
My commission expires: March 1, 2026

The Lleshi Revocable Living Trust

Article One Establishing the Trust

The date of this trust is July 12, 2022. The parties to this trust are Lek Lleshi (the *Grantor*) and Lek Lleshi (the *Trustee*).

I intend to create a valid trust under the laws of Florida and under the laws of any state in which any trust created under this trust document is administered. The terms of this trust prevail over any provision of Florida law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying the Trust

For convenience, the trust may be referred to as:

“The Lleshi Revocable Living Trust dated July 12, 2022.”

To the extent practicable, for the purpose of transferring property to the trust or identifying the trust in any beneficiary or pay-on-death designation, the trust should be identified as:

“Lek Lleshi, Trustee of the Lleshi Revocable Living Trust dated July 12, 2022, and any amendments thereto.”

For all purposes concerning the identity of the trust or any property titled in or payable to the trust, any description referring to the trust will be effective if it reasonably identifies the trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

Third parties may require documentation to verify the existence of this trust, or particular provisions of it, including the name of the Trustee or the powers held by the Trustee. To protect the confidentiality of this instrument, the Trustee may use an affidavit or a certification of trust that identifies the Trustee and sets forth the authority of the Trustee to transact business on behalf of the trust instead of providing a copy of this instrument. The affidavit or certification may include pertinent pages from this instrument, including title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by the Trustee with respect to the representations contained in it. A third party relying upon an affidavit or certification of trust will be exonerated from any liability for actions the third party takes or does not take in reliance upon the representations contained in the affidavit or certification of trust.

A third party dealing with the Trustee will not be required to inquire into this trust’s terms or the authority of the Trustee, or to see to the application of funds or other property received by the Trustee. The Trustee’s receipt of any money or property paid, transferred,

or delivered to the Trustee will be a sufficient discharge to the third party from all liability in connection with its application. A written statement by the Trustee is conclusive evidence of the Trustee's authority. Third parties are not liable for any loss resulting from their reliance on a written statement by the Trustee asserting the Trustee's authority or seeking to effect a transfer of property to or from the trust.

Section 1.03 Transferring Property to the Trust

Any person or entity may transfer any property to the trust in any manner authorized by law.

(a) Initial Funding of the Trust

By executing this instrument, I transfer to the Trustee \$10 in cash.

(b) Acceptance by the Trustee

By executing this instrument, the Trustee accepts and agrees to hold the \$10 as trust property. All property transferred to the trust after the date of this trust must be acceptable to the Trustee. The Trustee may refuse to accept any property. The Trustee shall hold, administer, and dispose of all accepted trust property for my benefit and for the benefit of my beneficiaries, in accordance with the terms of this trust.

(c) Community Property

Any community property transferred to the trust, including the property's income and the proceeds from the property's sale or exchange, will retain its character as community property during my life and the life of my spouse, to the same extent as if it had not been transferred to the trust.

(d) My Permanent Residence

In order to claim homestead exemption rights under Section 196.031, Florida Statutes, I may use, possess, and occupy any real property that may be owned by the trust. My interest in any real property owned by the trust will be construed as *beneficial title in equity to real property* as set forth in Section 196.031(1), Florida Statutes, or any successor statute.

Section 1.04 Powers Reserved by Me as Grantor

As Grantor, I retain the powers set forth in this Section in addition to any powers that I reserve in other provisions of this instrument.

(a) Action on Behalf of the Trust

Whenever I am serving as Trustee, I may act for and conduct business on behalf of the trust without the consent of any other Trustee.

(b) Amendment, Restatement, or Revocation

I may amend, restate, or revoke this instrument, in whole or in part, for any purpose.

Any amendment, restatement, or revocation must be made in writing and delivered to the then-serving Trustee.

An agent acting under a power of attorney may exercise the powers in this Subsection to the extent the power of attorney authorizes. The agent's good-faith acts, forbearances, or omissions are conclusive on all persons interested in the trust, and the agent will not be liable for the consequences.

(c) Addition or Removal of Trust Property

I may add property to the trust and may remove any property from the trust at any time. Community property removed from the trust will retain its character as community property.

(d) Control of Income and Principal Distributions

I retain the right to control the distribution of income and principal from the trust. I may direct the Trustee to distribute as much of the net income and principal of the trust property as I consider advisable to me or to other persons or entities. The Trustee may distribute the net income and principal to me or for my unrestricted use and benefit, even to the exhaustion of all trust property. Any undistributed net income is to be added to the principal of the trust.

(e) Approval of Investment Decisions

I reserve the absolute right to review and change the Trustee's investment decisions. But the Trustee is not required to seek my approval before making investment decisions.

Section 1.05 Grantor Trust Status

By reserving the broad rights and powers set forth in Section 1.04 of this Article, I intend to qualify the trust as a *Grantor Trust* under Internal Revenue Code Sections 671 to 677. This means that, for federal income tax purposes, I will be treated as the owner of all the assets held in the trust during my lifetime, as if I held them in my individual capacity.

During any period that the trust is a Grantor Trust, the Taxpayer Identification Number of the trust will be my Social Security number, in accordance with Treasury Regulation Section 301.6109-1(a)(2).

Article Two Family Information

I am married to Flora Perndoj. Any reference in this document to *my spouse* is a reference to Flora Perndoj.

I have two children. They are:

Peter Lleshi, born on December 24, 2007, and

John Lleshi, born on April 15, 2009.

All references in this document to *my children* are references to these children.

References to *my descendants* are to my children and their descendants, including any deceased child's descendants.

Article Three

Trustee Succession Provisions

Section 3.01 Resignation of a Trustee

A Trustee may resign by giving written notice to me. If I am incapacitated or deceased, a resigning Trustee must give written notice to the trust's Income Beneficiaries and to any other then-serving Trustee.

Section 3.02 Trustee Succession during My Lifetime

During my lifetime, this Section governs the removal and replacement of the Trustees.

(a) Removal and Replacement by Me

I may remove any Trustee with or without cause at any time. If a Trustee is removed, resigns, or cannot continue to serve for any reason, I may serve as sole Trustee, appoint a Trustee to serve with me, or appoint a successor Trustee.

(b) During My Incapacity

During any time that I am incapacitated, the following will replace any then-serving Trustee in this order:

Lule Suly

Rafael Lleshi then

Robert Marku.

If I am incapacitated, a Trustee may be removed only for cause, and only if a court of competent jurisdiction approves the removal upon the petition of an interested party.

My Legal Representative may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

The Trustee shall retain the legal services of William A. O'Leary, Esq. and the law firm of Legacy Planning Law Group in Jacksonville, Florida ("LPLG") to advise or assist in the performance of the Trustee's duties,

including without limitation trust administration. It is my specific intent that the Trustee use the services of LPLG and not use the services of any other attorney.

All appointments, removals, and revocations must be by signed written instrument.

Section 3.03 Trustee Succession after My Death

After my death, this Section will govern the removal and replacement of the Trustees.

(a) Successor Trustee

I name the following, in this order, to serve as the successor Trustee after my death, replacing any then-serving Trustee:

Lule Suly

Rafael Lleshi then

Robert Marku.

(b) Removal of a Trustee

A Trustee may be removed only for cause, and a petitioning beneficiary must obtain approval from a court of competent jurisdiction before the removal is effective. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to review the petition and may not subject the trust to the continuing jurisdiction of the court.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

The Trustee shall retain the legal services of William A. O'Leary, Esq. and the law firm of Legacy Planning Law Group in Jacksonville, Florida ("LPLG") to advise or assist in the performance of the Trustee's duties, including without limitation trust administration. It is my specific intent that the Trustee use the services of LPLG and not use the services of any other attorney.

(c) Default of Designation

If the office of Trustee of a trust created under this instrument is vacant and no designated successor Trustee is able and willing to act as Trustee, the Trust Protector may appoint a successor Trustee. If the Trust Protector is unable or unwilling to act, my spouse may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

If my spouse and the Trust Protector are unable or unwilling to act, the trust's Primary Beneficiary may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

Section 3.04 Notice of Removal and Appointment

Notice of removal must be in writing and delivered to the Trustee being removed and to any other then-serving Trustees. The removal becomes effective in accordance with its provisions.

Notice of appointment must be in writing and delivered to the successor Trustee and to any other then-serving Trustees. The appointment becomes effective at the time of acceptance by the successor Trustee. A copy of the notice may be attached to this instrument.

Section 3.05 Appointment of a Co-Trustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Co-Trustee. This Co-Trustee serves only as long as the appointing Trustee serves, or as long as the last to serve if more than one Trustee appointed the Co-Trustee. This Co-Trustee will not become a successor Trustee upon the death, resignation, or incapacity of the appointing Trustee, unless appointed under the terms of this instrument. Although this Co-Trustee may exercise all the powers of the appointing Trustee, the combined powers of this Co-Trustee and the appointing Trustee may not exceed the powers of the appointing Trustee alone. The Trustee appointing a Co-Trustee may revoke the appointment at any time, with or without cause.

Section 3.06 Corporate Fiduciaries

Any corporate fiduciary serving under this instrument as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Internal Revenue Code Section 672(c).

Section 3.07 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, the incapacitated Trustee need not resign as Trustee. For Trustees other than me, a written declaration of incapacity by the Co-Trustee or, if none, by the party designated to succeed the incapacitated Trustee, made in good faith and supported by a written opinion of incapacity by a physician who has examined the incapacitated Trustee, will terminate the trusteeship.

Section 3.08 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under this instrument is unwilling or unable to act with respect to any trust property or any provision of this instrument, the Trust

Protector shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to this property or with respect to this provision. The Independent Special Trustee appointed may not be related or subordinate to any trust beneficiary within the meaning of Internal Revenue Code Section 672(c). The Trust Protector may revoke any appointment of this kind at any time.

An Independent Special Trustee will exercise all fiduciary powers granted by this trust unless expressly limited elsewhere in this instrument or by the Trust Protector in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to the Trust Protector. Notice of resignation will be effective in accordance with the terms of the notice.

Section 3.09 Rights and Obligations of Successor Trustees

Each successor Trustee serving under this instrument, whether corporate or individual, will have all of the title, rights, powers, and privileges granted to the initial Trustee named under this instrument. In addition, each successor Trustee will be subject to all of the restrictions imposed upon, as well as to all discretionary and ministerial obligations and duties given to the initial Trustee named under this instrument.

Article Four Trust Protector Provisions

Section 4.01 Provisions for Trust Protector

The Trust Protector's purpose is to direct the Trustee in matters concerning the trust, and to assist in achieving my objectives as expressed by the other provisions of my estate plan if needed.

These Trust Protector provisions will only be effective during any time this trust or any trust created under this instrument is or becomes irrevocable.

Section 4.02 Designation of Trust Protector

Any Trust Protector authorized or required to act with respect to this instrument must be appointed either by Legacy Planning Law Group Fiduciary Services, LLC or by a court of competent jurisdiction on petition of a Trustee or beneficiary. The Trust Protector must be a corporate fiduciary or individual of a type described in the preceding Section.

The court acting to appoint a Trust Protector will acquire jurisdiction or authority over the trust only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

For each power and authority granted to a Trust Protector in this instrument, unless the capacity is otherwise specifically stated, the Trust Protector's authority is conferred in a nonfiduciary capacity.

Section 4.03 Removal of a Trust Protector

Any Trust Protector may be removed for cause only as determined by a court of competent jurisdiction on the petition of any Trustee or beneficiary not acting under compulsion or any kind of duress. The court removing a Trust Protector may appoint one or more successor Trust Protectors to immediately replace the removed Trust Protector. The court acting to remove and replace a Trust Protector will acquire jurisdiction or authority over the trust only to the extent necessary for the removal and replacement of the Trust Protector.

Any Trust Protector may be removed for cause only as determined by Legacy Planning Law Group Fiduciary Services, LLC or by a court of competent jurisdiction on the petition of any Trustee or beneficiary not acting under compulsion or any kind of duress. Legacy Planning Law Group Fiduciary Services, LLC or the court removing a Trust Protector, as the case may be, may appoint one or more successor Trust Protectors to immediately replace the removed Trust Protector. The court acting to remove and replace a Trust Protector will acquire jurisdiction or authority over the trust only to the extent necessary for the removal and replacement of the Trust Protector.

Section 4.04 Resignation of a Trust Protector

A Trust Protector may resign by giving written notice to me. If I am deceased, a Trust Protector may resign by giving written notice to the Income Beneficiaries of the trust and to the then-serving Trustee.

Resignation will take effect on the date set forth in the notice, but not earlier than 30 days after the delivery date of the notice of resignation, unless an earlier effective date is agreed to by me or by the trust's Primary Beneficiary. A resigning Trust Protector is not liable or responsible for the act of any successor Trust Protector.

Section 4.05 Incapacity of a Trust Protector

If any individual Trust Protector becomes incapacitated, the incapacitated Trust Protector need not resign as Trust Protector. Any then-serving Trust Protector or the immediately eligible successor Trust Protector may provide a written declaration that a Trust Protector is incapacitated.

The written declaration of the Trust Protector's incapacity, if supported by a written opinion of incapacity by a physician who has examined the incapacitated Trust Protector, will terminate the Trust Protector's service.

The provisions of Section 14.05(i) of this instrument govern the determination of a Trust Protector's incapacity, except that a single physician may make the determination of incapacity instead of two physicians. Further, Section 14.05(i) governs the Trust Protector's obligations to submit to examination and provide necessary releases.

Section 4.06 Authority of Successor Trust Protectors

Any successor Trust Protector has all the authority of any predecessor Trust Protector, but is not responsible for the predecessor's acts, omissions, or forbearances.

Section 4.07 Trust Protector Standard of Conduct

The Trust Protector is not liable for any action, omission, or forbearance in the absence of an affirmative showing by clear and convincing evidence of bad faith by the Trust Protector to any of the beneficiaries.

Section 4.08 Trust Protector Powers

Any Trust Protector named or appointed under the provisions of this instrument has the following powers and authorities.

(a) Power to Amend or Modify the Instrument

The Trust Protector may amend or modify this instrument as it applies to any trust over which the Trust Protector is serving as Trust Protector to:

- alter the administrative and investment powers of any Trustee;

- reflect tax or other legal changes that affect trust administration. I recognize that the gift, estate, generation-skipping transfer tax, and income tax provisions of the Internal Revenue Code and Treasury Regulations are subject to change. I grant the Trust Protector the authority to amend this trust instrument's terms in this manner as will, in the Trust Protector's sole and absolute discretion, eliminate or minimize the state and federal taxes payable by my estate and provide the maximum benefit to my beneficiaries as expressed in this instrument. This includes dividing trust property into separate shares or funds;

- correct ambiguities, including scrivener errors, that might otherwise require court construction or reformation;

- grant any trust beneficiary of any trust created under this instrument the unlimited and unrestricted testamentary general power to appoint all or any portion of the principal and undistributed income of the beneficiary's trust or trust share to the creditors of the beneficiary's estate. As a condition for the beneficiary's exercise of this power, the Trust Protector may require that the beneficiary first obtain the consent of the Trust Protector. Any testamentary power of appointment granted by the Trust Protector may only be exercised personally by the beneficiary, must be exercised in writing, and may be revoked by the Trust Protector throughout that beneficiary's lifetime. I suggest that the

Trust Protector exercise this authority to subject trust property to estate tax instead of the generation-skipping transfer tax or when it appears that it may reduce overall taxes; and

add or modify terms of any trust created under this instrument so that the trust will protect the financial resources governed by this instrument and comply with the Grantor's intent that the trust assets not be considered income or resources for all entitlement benefits from any government agency, such as Social Security Disability payments, Medicare, Supplemental Security Income (SSI), In-Home Support Service (IHSS), and any other special-purpose benefits for which the beneficiary is eligible.

Any amendment may, by its terms, apply retroactively to the creation of the trust or to my death, as the Trustee may determine. The Trust Protector may not amend this agreement in any manner that would result in a beneficiary that would otherwise qualify as a designated beneficiary under the required minimum distribution rules contained in Internal Revenue Code Section 401(a)(9) and applicable United States Treasury Regulations to no longer qualify as a designated beneficiary.

The Trust Protector may not amend this instrument in any manner that would result in a reduction in the estate tax marital deduction under Internal Revenue Code Section 2056 or the estate tax charitable deduction under Section 2055, to which my estate would otherwise be entitled.

Further, the Trust Protector may not amend this instrument in any manner that would limit or alter the rights of a beneficiary in any trust assets held by the trust before the amendment unless the purpose of the amendment is to modify an existing trust provision that defeats the Grantor's intent of preserving a beneficiary's or beneficiaries' public benefits.

Notwithstanding any other provision of this instrument, the Trust Protector may not amend or modify any power or provision of the trust so as to expand the Trust Protector's amending powers or the Trust Protector's other existing powers, authorities, or discretions. But the previous provision does not prevent the Trust Protector from making amendments to correct scrivener's errors as to the Trust Protector's powers, authorities, and discretions, or to amend the trust in any manner required for the sole purpose of ensuring that the powers, authorities, and discretions of the Trust Protector remain legally binding and valid under state and federal law or to modify an existing trust provision that defeats the Grantor's intent of preserving a beneficiary's or beneficiaries' public benefits.

Any amendment made by the Trust Protector will be binding and conclusive on all persons interested in the trust, unless the amendment is shown by clear and convincing evidence to have been made in bad faith by the Trust

Protector. The Trust Protector may not be liable for any consequences of amending or not amending the trust. Any amendment must be made in writing and signed by the Trust Protector. The Trust Protector must deliver a copy of the amendment to the Primary Beneficiaries and Trustees of the amended trust.

(b) Power to Change the Governing Law and Situs of Administration

The Trust Protector may change the governing law of the trust, remove all or any part of the property, or change the situs of administration of the trust from one jurisdiction to another as more specifically set forth in Section 14.04 of this instrument.

(c) Power to Decant a Trust

The Trust Protector may appoint the property subject to the Trustee's power of distribution in trust for the benefit of one or more beneficiaries of any trust created under this instrument under the terms established by the Trust Protector, and as more specifically set forth in Section 12.02 of this instrument.

(d) Power to Construe the Terms of This Instrument

The Trust Protector may settle any disputes concerning the interpretation of any provision contained in this instrument that arise as a result of any perceived ambiguity. In doing so, the role of the Trust Protector is to ensure that the instrument is construed in a manner consistent with my estate planning objectives.

(e) Executing Documents Denoting Authority

The Trust Protector may execute and deliver, and may direct any Trustee to execute and deliver, any documents necessary to carry out any power granted to the Trust Protector or the Trustee. All parties dealing with the Trust Protector and the Trustee may rely on statements and documents made by the Trust Protector and by any Trustee. No party is required to inquire into any statement or document's validity. If any conflict exists between assertions of authority made by the Trust Protector and the Trustee, assertions made by the Trust Protector will control, and any assertion made by the Trustee will be disregarded to the extent of the conflict.

Section 4.09 Limitation on Trust Protector Powers

A Trust Protector may not exercise any power or discretion in favor of the Trust Protector, for the Trust Protector's benefit, or for the benefit of any person to whom the Trust Protector is related or subordinate within the meaning of Internal Revenue Code Section 672(c). My intent is that nothing in this instrument be construed in any manner that would cause the Trust Protector to possess a general power of appointment within the meaning of Internal Revenue Code Sections 2041 and 2514. This provision, however, does not prohibit

the Trust Protector or any related party from receiving reasonable fees for services rendered to the Trust.

If the Trust Protector exercises any one of the powers granted in Section 4.08(b) or Section 4.08(c), the Trust Protector must direct that an amount of assets will be left with the Trustee, sufficient in the Trustee's discretion to cover an estimate of the reasonable claims, expenses and taxes that the Trustee may incur in defending any anticipated claims or winding up the trust.

In exercising and considering whether to exercise any power granted to a Trust Protector under this agreement, the Trust Protector should make reasonable inquiry into any matter or seek any information that reasonably bear upon the Trust Protector's decision to exercise the power.

Section 4.10 Trust Protector May Release Powers

Acting on behalf of itself and all successor Trust Protectors, a Trust Protector may irrevocably release, renounce, suspend, or limit any power or discretion held by the Trust Protector at any time.

Section 4.11 Trust Protector Considered to Have Consented

If any provision of this Article requires the consent or approval of a Trust Protector before a Trustee can act and the Trust Protector does not affirmatively deny consent to the proposed action in writing within 10 days of being notified in writing that approval or consent is sought for the particular act, the Trust Protector will be considered to have given consent or approval for the Trustee's proposed action.

Section 4.12 Trust Protector Compensation

Any Trust Protector serving under this instrument is entitled to receive reasonable compensation for services rendered, taking into consideration:

- the market rate for similar services in the jurisdiction in which the Trust Protector serves;

- the breadth and nature of the powers, authorities, and discretions granted to the Trust Protector;

- the amount of time the Trust Protector will likely devote to overseeing the trust and the Trustee; and

- the trust property's current value and the projected amount of appreciation.

The Trust Protector is entitled to reimbursement for all expenses incurred in the performance of its duties as Trust Protector, including reasonable travel expenses.

Serving in the capacity of Trust Protector does not prevent the Trust Protector from also providing legal, investment, or accounting services on behalf of the trust or the trust beneficiaries. If the Trust Protector is providing professional services, the Trust Protector is entitled to charge its normal and customary fees for services provided or to be provided, in addition to the Trust Protector's ordinary compensation as Trust Protector.

Section 4.13 Right to Examine Trust Records

The books and records of each trust created under this instrument, including all documentation, inventories, and accountings, must be open and available for inspection by the Trust Protector at all reasonable times.

Section 4.14 Employment of Professionals

Any Trust Protector may appoint, employ, and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, advisors, agents, and employees to advise or assist in the performance of the Trust Protector's duties. The Trust Protector may act on the recommendations of the persons or entities employed, with or without independent investigation.

The Trust Protector may reasonably compensate an individual or entity employed to assist or advise the Trust Protector, regardless of any other relationship existing between the individual or entity and the Trust Protector.

The Trust Protector may direct and the Trustee will pay the usual compensation for services contracted for under this Section out of trust income or principal as the Trust Protector deems advisable. The Trust Protector may direct payment of compensation to an individual or entity employed to assist or advise the Trust Protector without diminishing the compensation to which the Trust Protector is entitled under this instrument. A Trust Protector who is a partner, stockholder, officer, director, or corporate affiliate in any entity employed to assist or advise the Trust Protector may nonetheless receive the Trust Protector's share of the compensation paid to the entity.

Article Five Administration of the Trust During My Incapacity

Section 5.01 Definition of My Incapacity

I will be considered incapacitated during any time when I am unable to effectively manage my property or financial affairs because of age, illness, mental disorder, dependence on prescription medication or other substances, or any other cause.

Section 5.02 Determination of My Incapacity

For purposes of this instrument, I am incapacitated if I am determined to be so under any one of the following Subsections.

(a) Private Determination

I will be considered incapacitated if my disability panel, by unanimous written opinion, signed by each member of the disability panel, determines that my then-existing circumstances fall within the definition of incapacity as provided in Section 5.01.

I will be considered restored to capacity if each member of the disability panel signs a written opinion that I can effectively manage my property and financial affairs.

(1) Disability Panel

My disability panel consists of these individuals:

Flora Perndoj; and

Rafael Lleshi.

My disability panel may consult with my primary care physician, attending physician, or any medical specialist for assistance in determining my incapacity.

(2) Replacement of Disability Panel Members

If any member of my disability panel is unable to serve for any reason, then the disability panel will consist of the remaining named individuals. If all of the named individuals are unable to serve, then the disability panel will consist of my primary care physician or attending physician and the individual or corporate fiduciary that would then be serving as the Trustee if I had already been declared incapacitated.

(b) Court Determination

I will be considered incapacitated if a court of competent jurisdiction determines that I am legally incapacitated, incompetent, or otherwise unable to effectively manage my property or financial affairs.

(c) Detention, Disappearance, or Absence

I will be considered incapacitated if I have an unexplained disappearance or absence for more than 30 days, or if I am detained under duress. My disappearance, absence, or detention under duress may be established by an affidavit of the Trustee, or, if no Trustee is then serving under this trust, by the affidavit of any beneficiary of any trust created under this instrument. The affidavit must describe the circumstances of my disappearance, absence, or detention under duress. A third party dealing with the Trustee in good faith may always rely on the representations contained in the affidavit.

I will be considered restored to capacity upon my written notice to the successor Trustee that I can manage my property and financial affairs.

Section 5.03 Trust Distributions during My Incapacity

During any period of time when I am incapacitated, the Trustee shall administer the trust and distribute its net income and principal as provided in this Section.

(a) Distributions for My Benefit

The Trustee shall regularly and conscientiously make appropriate distributions of income and principal for my general welfare and comfort under the circumstances existing at the time each distribution is made.

Appropriate distributions under this Subsection include the payment of any of my enforceable legal obligations and premiums for insurance policies owned by me or by the trust, including life, medical, disability, property and casualty, errors and omissions, and longterm health care policies.

The Trustee is authorized to honor pledges and continue to make gifts to charitable organizations that I have regularly supported in the customarily given amounts.

The examples included in this Subsection are for purposes of illustration only and are not intended to limit the authority of the Trustee to make any distribution for my benefit that the Trustee determines appropriate.

(b) Manner of Making Distributions

The Trustee may make distributions for my benefit in any one or more of the following ways:

to me, but only to the extent I am able to manage these distributions;

to other persons and entities for my use and benefit;

to an agent or attorney in fact authorized to act for me under a legally valid durable power of attorney executed by me before my incapacity; and

to my guardian or conservator who has assumed responsibility for me under any court order, decree, or judgment issued by a court of competent jurisdiction.

Article Six

Administration of the Trust Upon My Death

Section 6.01 The Trust Becomes Irrevocable

After my death, the trust is irrevocable and my Social Security number may no longer be used to identify the trust. The Trustee may need to apply for a separate Taxpayer Identification Number for the trust.

Section 6.02 Administrative Trust

After my death and before the distribution of trust property as provided in the subsequent Articles of this trust, the trust will be an *administrative trust*, but may continue to be known

as the Lleshi Revocable Living Trust. The administrative trust will continue for a reasonable period of time necessary to complete the administrative tasks set forth in this Article.

Section 6.03 Payment of Expenses and Taxes

The Trustee may pay from the trust property:

- expenses of the last illness, funeral, and burial or cremation, including expenses of memorials and memorial services;

- legally enforceable claims against me or the estate;

- expenses of administering the trust and the estate; and

- court-ordered allowances for those dependent upon me.

These payments are discretionary with the Trustee. The Trustee may make decisions on these payments without regard to any limitation on payment of the expenses and may make payments without any court's approval. No third party may enforce any claim or right to payment against the trust by virtue of this discretionary authority.

If payment would decrease the federal estate tax charitable deduction available to the estate, the Trustee may not pay any administrative expenses from assets passing to an organization that qualifies for the federal estate tax charitable deduction.

If payment would decrease the federal estate tax marital deduction available to the estate or violate the provisions of Treasury Regulation Section 20.2056(b)-4(d), the Trustee may not pay any administrative expenses from the net income of property qualifying for the federal estate tax marital deduction.

The Trustee shall pay death taxes out of the trust property's principal, as provided in Section 6.05. But if a probate estate is opened within six months after the date of my death, the Personal Representative shall pay any outstanding claims and expenses as authorized by the Personal Representative, as well as any death taxes from the probate estate to the extent that the cash and readily marketable assets in the probate estate are sufficient.

Section 6.04 Excluding Life Insurance Proceeds from Creditors

Despite anything to the contrary in this instrument, any life insurance proceeds payable to the Trustee under this instrument must never be or become part of my probate or testamentary estate. Nothing in this instrument directs that these life insurance proceeds be used to pay my debts or expenses.

Section 6.05 Payment of Death Taxes

For the purposes of this Article, the term *death taxes* refers to any taxes imposed by reason of my death by federal, state, or local authorities, including estate, inheritance, gift, and direct-skip generation-skipping transfer taxes. For purposes of this Section, *death taxes* does not include any additional estate tax imposed by Internal Revenue Code Section 2031(c)(5)(C) or Section 2032A(c), or any other comparable recapture tax imposed by any

taxing authority. Nor does the term include any generation-skipping transfer tax, other than a direct-skip generation-skipping transfer tax.

Except as otherwise specified in this Article or elsewhere in this trust, the Trustee shall apportion death taxes as provided under the law of the State of Florida in effect at the date of my death.

If the Trustee or my Personal Representative waives any right of recovery granted by Section 2207A and corresponding provisions of applicable state law, death taxes may not be apportioned to any property included in the gross estate under Internal Revenue Code Section 2044.

Section 6.06 No Apportionment between Current and Future Interests

No interest in income, and no estate for years, estate for life, or other temporary interest in any property or trust are subject to apportionment between the temporary interest and the remainder. The tax on the temporary interest and any tax on the remainder are chargeable against the principal of the property or trust, subject to the temporary interest and remainder.

Section 6.07 Coordination with the Personal Representative

The following provisions are intended to help facilitate the coordination between the Personal Representative and the Trustee. These provisions apply even if the Personal Representative and the Trustee are the same person or entity.

(a) Reliance on Information from the Personal Representative

The Trustee may rely upon the written request of the Personal Representative for payments authorized under this Article and the amounts included in those payments without computing the sums involved. If a payment is made under this Article to the Personal Representative, the Trustee will have no duty to inquire into the application of the payment.

(b) Receipt of Probate Property

The Trustee may accept or decline any distributions of property tendered to the Trustee by the Personal Representative. If the Trustee accepts the property, the Trustee may do so without audit, and will not be required to review the Personal Representative's records.

(c) Discretionary Distributions to My Personal Representative

The Trustee may distribute cash, accrued income, or other trust property to the probate estate as a beneficiary of this trust, to the extent the Trustee determines that doing so is in the best interests of the trust beneficiaries.

Section 6.08 Authority to Make Tax Elections

After my death, the Trustee may make tax elections as provided in this Section. But if a Personal Representative is appointed for the probate estate, the discretionary authority granted to the Trustee as to any tax election will be subordinate to the Personal Representative's statutorily delegated authority.

(a) Tax Elections

The Trustee may make any tax elections necessary for the efficient administration of the estate, including:

- valuing assets according to an alternate valuation date;
- electing whether to take administration expenses as estate tax deductions or income tax deductions;
- allocating my unused generation-skipping exemption to any portion of the trust property;
- electing special-use valuation;
- deferring payment of all or any portion of any taxes; and
- treating any portion of the administrative trust as part of the estate for federal or state income tax purposes, or both.

In addition, the Trustee, in its sole and absolute discretion, may elect to waive, in whole or in part, my right to have my estate reimbursed for any tax paid as a result of the inclusion in my taxable estate of property held in a qualified terminable interest property (QTIP) trust created for me by my spouse.

The Trustee may make equitable adjustments between income and principal because of any tax elections made by the Trustee.

(b) Qualified Terminable Interest Property

The Trustee may elect to have any trust property qualify for the federal estate tax marital deduction as qualified terminable interest property under Internal Revenue Code Section 2056(b)(7) (the *QTIP election*) and for any state death tax marital deduction under any state's law (the *state QTIP election*). The Trustee is not required to make the same election for both federal estate tax purposes and for state death tax purposes. If the Trustee makes a partial QTIP election, the Trustee will divide the trust on the basis of the fair market value of the trust assets at the time of the division.

The Trustee is indemnified and held harmless from any loss, claim, or damage incurred as a result of any action taken by a beneficiary against the Trustee arising out of the Trustee's decision regarding the QTIP election for any portion of the trust property. The Trustee is specifically authorized to use trust property to pay directly or to reimburse himself or herself for any

expenses incurred to defend any threatened or actual legal action arising under this provision.

The Trustee may make the special election under Internal Revenue Code Section 2652(a)(3) to treat all of the property of a trust created under this trust for which the QTIP election is made as if that election had not been made, making me the transferor of the property for purposes of the generation-skipping transfer tax. I desire that the Trustee set apart the property to which the election has been made as a separate trust, so that the inclusion ratio of the separate qualified trust, as defined in the Internal Revenue Code, is zero.

(c) Allocation of GST Exemption

The Trustee may elect to allocate or not allocate any portion of the Available GST Exemption under Internal Revenue Code Section 2631, or a counterpart exemption under any applicable state law to any property of which I am considered the transferor for generation-skipping transfer tax purposes. This includes any property transferred by me during the life for which I did not make an allocation prior to death. The exercise of the Trustee's discretion should be based on the transfers, gift tax returns, and other information known to the Trustee, with no requirement that allocations benefit the various transferees or beneficiaries in any particular manner.

Section 6.09 Portability Election

The applicable exclusion amount is defined in Internal Revenue Code Section 2010(c)(2). If my spouse survives me, the applicable exclusion amount cannot be fully used, and I do not have a duly appointed Personal Representative for the estate, then I nominate the Trustee to serve as the executor or administrator for purposes of Internal Revenue Code Section 2203.

The Trustee, when acting as the executor or administrator for purposes of Internal Revenue Code Section 2203, shall make a timely election under Internal Revenue Code Section 2010(c)(5)(A) so that my spouse may take the deceased spousal unused exclusion amount (*DSUE*) as defined in Internal Revenue Code Section 2010(c)(4), if any, into account in calculating her applicable exclusion amount.

Section 6.10 Payment of Charitable Bequests

To the extent possible, the Trustee must make all charitable distributions from property that constitutes *income in respect of a decedent* (IRD) as that term is defined under the U.S. income tax laws. The distribution will qualify for the income tax charitable deduction under Internal Revenue Code Section 642(c)(2), as amended.

Article Seven

Specific Distributions, Disposition of Tangible Personal Property, and Disposition of Deceased Grantor's Remaining Property

Section 7.01 Specific Distributions in Trust for Flora Perndoj

As soon as practicable after my death, even if my spouse survives me, the Trustee shall distribute the following property to the trustee of the trust established for the benefit of my spouse Flora Perndoj under Section 8.02:

The real property located at 2569 Scott Mill Road South, Jacksonville, Florida 32223 (including insurance policies on the property and claims under those policies);

1/9 of my membership interest in Elite Facility Services, LLC (a Florida limited liability company);

1/10 of my stock in LLL Services and Supply Company (a Florida corporation);

1/9 of my stock in Contractors Liquidation Center Wholesale, Inc. (a Florida corporation);

1/9 of my stock in Jacksonville Cars, Inc. (a Florida corporation);

1/9 of my stock in North Carolina Logistics, Inc. (a North Carolina corporation);

1/3 of my stock in LLL's Wholesale, Retail and Leasing Co. (a Florida corporation); and

6.11% of my stock in LLL Services Company (a Florida corporation).

If Flora Perndoj is deceased, the Trustee shall distribute this property to Flora Perndoj's descendants, per stirpes.

Death taxes are to be apportioned to the recipient of this distribution, notwithstanding the provisions of Article Six. Property passing under this section passes subject to all liens, security interests, and other encumbrances.

Section 7.02 Specific Distributions in Trust for Peter Lleshi

As soon as practicable after my death, even if my spouse survives me, the Trustee shall distribute the following property to the trustee of the trust established for the benefit of my son Peter Lleshi under Section 8.03:

1/9 of my membership interest in Elite Facility Services, LLC (a Florida limited liability company);

1/10 of my stock in LLL Services and Supply Company (a Florida corporation);

1/9 of my stock in Contractors Liquidation Center Wholesale, Inc. (a Florida corporation);

1/9 of my stock in Jacksonville Cars, Inc. (a Florida corporation);

1/9 of my stock in North Carolina Logistics, Inc. (a North Carolina corporation);

1/3 of my stock in LLL's Wholesale, Retail and Leasing Co. (a Florida corporation); and

6.11% of my stock in LLL Services Company (a Florida corporation).

If Peter Lleshi is deceased, the Trustee shall distribute this property to Peter Lleshi's descendants, per stirpes.

Death taxes are to be apportioned to the recipient of this distribution, notwithstanding the provisions of Article Six. Property passing under this section passes subject to all liens, security interests, and other encumbrances.

Section 7.03 Specific Distributions in Trust for John Lleshi

As soon as practicable after my death, even if my spouse survives me, the Trustee shall distribute the following property to the trustee of the trust established for the benefit of my son John Lleshi under Section 8.04:

1/9 of my membership interest in Elite Facility Services, LLC (a Florida limited liability company);

1/10 of my stock in LLL Services and Supply Company (a Florida corporation);

1/9 of my stock in Contractors Liquidation Center Wholesale, Inc. (a Florida corporation);

1/9 of my stock in Jacksonville Cars, Inc. (a Florida corporation);

1/9 of my stock in North Carolina Logistics, Inc. (a North Carolina corporation);

1/3 of my stock in LLL's Wholesale, Retail and Leasing Co. (a Florida corporation); and

6.11% of my stock in LLL Services Company (a Florida corporation).

If John Lleshi is deceased, the Trustee shall distribute this property to John Lleshi's descendants, per stirpes.

Death taxes are to be apportioned to the recipient of this distribution, notwithstanding the provisions of Article Six. Property passing under this section passes subject to all liens, security interests, and other encumbrances.

Section 7.04 Specific Distributions to Robert Marku

As soon as practicable after my death, even if my spouse survives me, the Trustee shall distribute the following property to my brother Robert Marku outright:

1/3 of my membership interest in Elite Facility Services, LLC (a Florida limited liability company);

3/10 of my stock in LLL Services and Supply Company (a Florida corporation);
1/3 of my stock in Contractors Liquidation Center Wholesale, Inc. (a Florida corporation);
1/3 of my stock in Jacksonville Cars, Inc. (a Florida corporation);
1/3 of my stock in North Carolina Logistics, Inc. (a North Carolina corporation);
and
18.33% of my stock in LLL Services Company (a Florida corporation).

If Robert Marku is deceased, then this distribution will lapse, and this property instead will be distributed under the other provisions of this trust.

Death taxes are to be apportioned to the recipient of this distribution, notwithstanding the provisions of Article Six. Property passing under this section passes subject to all liens, security interests, and other encumbrances.

Section 7.05 Specific Distribution to Rafael Lleshi

As soon as practicable after my death, even if my spouse survives me, the Trustee shall distribute the following property to my brother Rafael Lleshi outright:

1/3 of my membership interest in Elite Facility Services, LLC (a Florida limited liability company);

3/10 of my stock in LLL Services and Supply Company (a Florida corporation);

1/3 of my stock in Contractors Liquidation Center Wholesale, Inc. (a Florida corporation);

1/3 of my stock in Jacksonville Cars, Inc. (a Florida corporation);

1/3 of my stock in North Carolina Logistics, Inc. (a North Carolina corporation);
and

18.33% of my stock in LLL Services Company (a Florida corporation).

If Rafael Lleshi is deceased, then this distribution will lapse, and this property instead will be distributed under the other provisions of this trust.

Death taxes are to be apportioned to the recipient of this distribution, notwithstanding the provisions of Article Six. Property passing under this section passes subject to all liens, security interests, and other encumbrances.

Section 7.06 Specific Distribution to Samuel A. Jordan

As soon as practicable after my death, even if my spouse survives me, the Trustee shall distribute the following property to my employee Samuel A. Jordan outright:

15% of my stock in LLL Services Company (a Florida corporation).

If Samuel A. Jordan is deceased, then this distribution will lapse, and this property instead will be distributed under the other provisions of this trust.

Death taxes are to be apportioned to the recipient of this distribution, notwithstanding the provisions of Article Six. Property passing under this section passes subject to all liens, security interests, and other encumbrances.

Section 7.07 Specific Distribution to Carl E. Simcox, Jr.

As soon as practicable after my death, even if my spouse survives me, the Trustee shall distribute the following property to my employee Carl E. Simcox, Jr. outright:

15% of my stock in LLL Services Company (a Florida corporation).

If Carl E. Simcox, Jr. is deceased, then this distribution will lapse, and this property instead will be distributed under the other provisions of this trust.

Death taxes are to be apportioned to the recipient of this distribution, notwithstanding the provisions of Article Six. Property passing under this section passes subject to all liens, security interests, and other encumbrances.

Section 7.08 Specific Distribution to Doreida Dhonato

As soon as practicable after my death, even if my spouse survives me, the Trustee shall distribute the following property to my employee Doreida Dhonato outright:

15% of my stock in LLL Services Company (a Florida corporation); and

1/10 of my stock in LLL Services and Supply Company (a Florida corporation)

If Doreida Dhonato is deceased, then this distribution will lapse, and this property instead will be distributed under the other provisions of this trust.

Death taxes are to be apportioned to the recipient of this distribution, notwithstanding the provisions of Article Six. Property passing under this section passes subject to all liens, security interests, and other encumbrances.

Section 7.09 Distribution of Tangible Personal Property by Memorandum

I may dispose of items of tangible personal property by a signed written memorandum executed after I sign this instrument. The memorandum must refer to the trust and must reasonably identify the items and the beneficiary designated to receive each item. If I execute a memorandum, the Trustee shall incorporate the memorandum by reference into this instrument to the extent permitted by law.

The Trustee shall distribute the items of tangible personal property listed in the memorandum as promptly as practicable after my death, together with any insurance policies covering the property and any claims under those policies, as provided in the memorandum. If I leave multiple written memoranda that conflict as to the disposition of any item of tangible personal property, the memorandum with the most recent date will control as to that item.

If the memorandum with the most recent date conflicts with a provision of this instrument as to the specific distribution of any item of tangible personal property, the provisions of the memorandum with the most recent date will control as to those items that are in conflict.

If the law does not permit incorporation of the memorandum by reference, the memorandum will then serve as an amendment to the trust, but only to the extent this amendment solely disposes of tangible personal property. I request that the Trustee follow my wishes and distribute the items of tangible personal property listed in the memorandum according to its terms.

Section 7.10 Distribution of Remaining Tangible Personal Property

The Trustee shall distribute any remaining tangible personal property not disposed of by a written memorandum as provided in the following Articles.

Section 7.11 Definition of Tangible Personal Property

For purposes of this Article, the term *tangible personal property* includes household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, apparel and jewelry, books, sporting goods, and hobby paraphernalia. The term does not include any property that the Trustee, in its sole and absolute discretion, determines to be part of any business or business interest owned by me or the trust.

After my death, if the Trustee receives property to be distributed under this Article from the probate estate or in any other manner, the Trustee shall distribute the property in accordance with this Article's terms. The fact that an item of tangible personal property was not received by the trust until after my death does not diminish the validity of the gift. If property to be distributed under this Article is not part of the trust property upon my death and is not subsequently transferred to the Trustee from the probate estate or in any other manner, then the specific distribution of property made in this Article is null and void, without any legal or binding effect.

Section 7.12 Incidental Expenses and Encumbrances

Until property distributed in accordance with this Article is delivered to the appropriate beneficiary or his or her Legal Representative, the Trustee shall pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as an administration expense. Except as otherwise provided in the trust, the Trustee shall distribute property under this Article subject to all liens, security interests, and other encumbrances on the property.

Section 7.13 Residuary Distribution

Any property not distributed under this or prior Articles of this instrument will be distributed as provided in the following Articles.

Article Eight

Trusts for My Beneficiaries

The Trustee shall administer and distribute my remaining trust property (not distributed under prior Articles of this instrument), or other trust property allocated to this Article, under the terms of this Article.

Section 8.01 Division of Remaining Trust Property

The Trustee shall divide my remaining trust property into shares as follows:

Name	Relationship	Share
Flora Perndoj	Spouse	1/3
Peter Lleshi	Son	1/3
John Lleshi	Son	1/3

The Trustee shall administer the share of each beneficiary as provided in the Sections that follow.

Section 8.02 Distribution of the Share for Flora Perndoj

If my spouse, Flora Perndoj, survives me, the Trustee shall hold and administer her share in a separate trust as provided in this Article. The trust will be referred to as the *Marital Trust*.

(a) Distributions of Net Income

The Trustee shall distribute all of the net income of the Marital Trust to my spouse at least quarter-annually during her lifetime. Nothing contained in this instrument limits the right of my spouse to receive the entire net income of the Marital Trust.

(b) Distributions of Principal

The Independent Trustee may distribute as much of the principal of the Marital Trust to my spouse as the Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, the Trustee shall distribute as much principal of the Marital Trust to my spouse as the Trustee determines necessary or advisable for her health, education, maintenance, and support.

The Trustee, in its sole and absolute discretion, may consider the needs of my spouse and other income and resources available to my spouse.

Notwithstanding the foregoing, the Trustee is prohibited from distributing to the beneficiary, and from selling or otherwise transferring any of the real properties owned by LLL's Wholesale, Retail and Leasing Co. (a Florida corporation) for a period of twenty (20) years from the date of my death. I hereby waive application of the Prudent Investor Statute, Chapter 518, Florida Statutes, or any such similar Title or Statute as may apply to Trusts in the State of Florida, to the aforementioned restriction on distribution, sale and transfer.

(c) My Spouse's Right to Withdraw Property

My spouse has the right, exercisable by written request to the Trustee before the close of each calendar year, to make a cash or in-kind withdrawal of:

- an amount from the principal of the Marital Trust not exceeding the amount referred to in Internal Revenue Code Section 2514(e)(1); and

- if my spouse is living on the last day of the calendar year, that percentage referred to in Internal Revenue Code Section 2514(e)(2) of the current fair market value of the principal of the Marital Trust, reduced by any amounts previously withdrawn by my spouse during the calendar year under this paragraph.

The amount referenced by Internal Revenue Code Section 2514(e)(2) must be determined by taking into account all other powers of withdrawal exercised by my spouse that must be aggregated under Internal Revenue Code Section 2514(e)(2) in determining the largest lapse that can occur without being treated as a release. This right of withdrawal will lapse if not exercised during the calendar year.

The Trustee shall distribute the requested property to my spouse outright and free from trust.

Notwithstanding the foregoing, my spouse is prohibited from withdrawing any of the real properties owned by LLL's Wholesale, Retail and Leasing Co. (a Florida corporation) for a period of twenty (20) years from the date of my death. I hereby waive application of the Prudent Investor Statute, Chapter 518, Florida Statutes, or any such similar Title or Statute as may apply to Trusts in the State of Florida, to the aforementioned restriction on withdrawal. Effect of My Spouse's Remarriage on Principal Distributions

Upon the remarriage of my spouse:

- if she is then serving as Trustee of the Marital Trust, she is to be removed and replaced under the provisions of Article Threc;

the limited power of appointment granted my spouse under Section 8.02(f) will terminate and will have no legal force or effect; and

all distributions of principal from the Marital Trust will terminate unless my spouse and my spouse's fiancé execute a valid prenuptial agreement that complies with the terms set forth below. For purposes of this trust, remarriage means any marriage, including a common law marriage, entered into by my spouse after my death that is valid in the jurisdiction where it took place.

If my spouse chooses to remarry after my death and executes a valid prenuptial agreement not less than 30 days prior to the time of the remarriage that complies with the following terms, then in my judgment, there will be sufficient protection for the other beneficiaries named in this trust. The distributions and limited power of appointment under this Article will not be restricted because of this remarriage, and she need not be replaced as Trustee. The prenuptial agreement must be in writing and signed by my spouse and my spouse's fiancé, with each having been represented by independent legal counsel. Prior to the execution of the agreement, each party must make full disclosure of their then-existing assets. The prenuptial agreement must provide that my spouse's fiancé waives any right to any portion of my spouse's share of my spouse's premarital assets and my spouse's share of the Marital Trust in the event of dissolution of the marriage or the death of my spouse, with the new spouse surviving my spouse.

(d) Unproductive Property

Upon written request of my spouse, the Trustee shall convert any unproductive property held in the Marital Trust to productive property. In addition, my spouse has the right to require that any unproductive property held in any qualified retirement plan, private or commercial annuity, individual retirement annuity, pension, profit-sharing plan, stock-bonus plan, stock ownership plan, or similar arrangement made payable to the Marital Trust be converted to productive property.

(e) Testamentary Limited Power of Appointment

My spouse has the testamentary limited power to appoint all or any portion of the principal and undistributed income remaining in the Marital Trust among my descendants.

My spouse may not exercise this power of appointment to appoint trust property to herself, her estate, her creditors, or the creditors of her estate.

I intend to create a testamentary power of appointment that is a limited power of appointment and not a general power of appointment as defined in Internal Revenue Code Section 2041.

(f) Separate Share for Disclaimed Property

The Trustee shall hold any property that has become property of the Marital Trust as a consequence of a disclaimer by my spouse as a separate share of the Marital Trust, with provisions identical to those contained in the other Sections of this Article, except that my spouse will not have the limited power of appointment that is held under Section 8.02(f) with respect to the property of the separate share.

(g) Qualified Terminable Interest Property

My intent is that the Marital Trust property constitute Qualified Terminable Interest Property (QTIP) for federal and state death tax purposes if and to the extent the Trustee or Personal Representative makes the necessary elections. This trust should be interpreted to accomplish this intent.

If the Trustee or Personal Representative elects to have some but not all of the property in the Marital Trust qualify as qualified terminable interest property for federal or state purposes, the Trustee shall separate the qualified property and the nonqualified property into separate shares as necessary. The Trustee shall hold and administer each share upon identical terms and conditions as if no division had occurred. The separate shares may be invested in a common fund with each share owning a proportionate fractional share of the fund.

(h) Qualified Domestic Trust Provisions

This Section contains provisions for creation of a Qualified Domestic Trust under certain conditions.

(1) Qualified Domestic Trust Provisions

These Qualified Domestic Trust Provisions apply if:

my spouse is not a citizen of the United States when I die and has not become a United States citizen before the date on which the federal estate tax return for my estate is made;

Internal Revenue Code Sections 2056 and 2056A would disqualify the Marital Trust from qualifying for the federal estate tax marital deduction in the absence of these provisions; and

my Personal Representative elects under Sections 2056 and 2056A to treat that portion of the Marital Trust property included in my gross estate as a Qualified Domestic Trust to qualify that portion for the federal estate tax marital deduction.

(2) Administration as Separate Trust

Before my Personal Representative elects Qualified Domestic Trust status for any portion of the Marital Trust property attributable to my estate, the Trustee will allocate that portion of the Marital Trust for which my Personal Representative intends to elect Qualified Domestic Trust status to a separate trust, to be known as the *Qualified Domestic Trust*. For purposes of this allocation, the Trustee will divide the Marital Trust in accordance with the applicable requirements of Treasury Regulations Section 20.2056(b)-7(b)(2)(ii).

(a) Separate Tax Identification Number

The Trustee will obtain a separate Tax Identification Number for each Qualified Domestic Trust and will administer each as a separate and distinct trust for all tax and administrative purposes.

(b) Terms to Be Consistent with the Allocating Marital Trust

The Qualified Domestic Trust will have the same terms and conditions as the Marital Trust allocating the assets, whether or not the Marital Trust exists after the Trustee has allocated assets from it to the Qualified Domestic Trust. In the event any provisions of this Section conflict with the provisions of the Marital Trust, the provisions of this Section will prevail as to the Qualified Domestic Trust.

(3) Appointment of a United States Trustee

During the existence of the Qualified Domestic Trust, at least one Trustee must be a United States domestic corporation or an individual United States citizen having a tax home (as defined by Internal Revenue Code Section 911(d)(3)) in the United States (the *United States Trustee*). If the United States Trustee is removed or is unwilling or unable to serve, a replacement United States Trustee will be appointed as provided in the trustee succession provisions herein.

**(4) Distributions Subject to United States
Trustee Approval; Authority to Withhold**

Notwithstanding any other distributive authority held by any Trustee, no Trustee may distribute any principal from the Marital Trust without the prior approval of the United States Trustee. The United States Trustee may, in its sole and absolute discretion, withhold the tax imposed by Internal Revenue Code Section 2056A from any distribution of principal from the Qualified Domestic Trust.

**(5) Additional Requirements Based upon the
Qualified Domestic Trust Value**

As soon as is practicable after my death, the United States Trustee will determine the value of that portion of my gross estate that is considered to have passed to the Qualified Domestic Trust under Internal Revenue Code Section 2056A and any applicable Regulations. The Qualified Domestic Trust value will be determined using date of death values and is subject to the following additional requirements:

**(a) If QDOT Value Exceeds
\$2,000,000**

If the value of the Qualified Domestic Trust exceeds \$2,000,000, the United States Trustee must meet one of these requirements:

at least one United States Trustee must be a bank or trust company described in Internal Revenue Code Section 581; or

the Trustee must furnish a bond or security equal to 65% of the Qualified Domestic Trust value in a form that satisfies the requirements of Internal Revenue Code Section 7101.

**(b) If QDOT Value Does Not
Exceed \$2,000,000**

If the value of the Qualified Domestic Trust does not exceed \$2,000,000, the United States Trustee must:

satisfy one of the requirements listed above in (1); or

verify that, as of the last day of each taxable year of the Qualified Domestic Trust, no more than 35% of its value consists of real property located outside the United States and take all appropriate action to ensure that all other Qualified Domestic Trust assets are physically located in the United States at all times during the term of the trust in accordance with applicable Regulations under Internal Revenue Code Section 2056A.

(6) Compliance with Tax Code; Minimizing Tax Liability

The Trustee may take any action that the Trustee determines to ensure that the Qualified Domestic Trust complies with Internal Revenue Code Section 2056A. In addition, the Trustee may consider whether any tax imposed by Section 2056A can be minimized by taking advantage of a hardship exemption under Section 2056A(b)(3)(B) and any other exemptions that may be available.

(7) Electing Qualified Domestic Trust Status

The Trustee may direct the Personal Representative of my estate, or the person considered to be the *executor* for purposes of Internal Revenue Code Sections 2056 and 2056A if none is appointed, to make all elections necessary to qualify the trust as a Qualified Domestic Trust.

(8) Trust Protector's Power to Amend to Qualify for the Marital Deduction

My intent is that the Marital Trust qualify for the federal estate tax marital deduction by satisfying the requirements for a Qualified Domestic Trust as defined in Internal Revenue Code Section 2056A if my Personal Representative so elects, and all provisions of this instrument must be interpreted consistent with this intent. The Trust Protector

may amend any provisions in this instrument to the extent the Trust Protector determines necessary to qualify the trust as a Qualified Domestic Trust.

(9) Presumption of Citizenship When Allocating Assets to the Marital Trust

For purposes of allocating assets to the Marital Trust, my spouse will be considered a citizen of the United States.

(10) Indemnification of Trustee and Trust Protector

The Trustee and the Trust Protector are indemnified by the trust and held harmless for any damages that arise from the good faith exercise of authority granted under this Section.

(11) Termination of Qualified Domestic Trust Status

The provisions of this Section will no longer apply to the Marital Trust after my spouse becomes a United States citizen if my spouse:

resided in the United States at all times after my death before becoming a United States Citizen;

received no prior distributions from the Marital Trust that were subject to tax under Internal Revenue Code Section 2056A; or

elects to treat any taxes imposed on distributions of principal from the Qualified Domestic Trust as taxable gifts under Internal Revenue Code Section 2056A(b)(12)(C).

(i) Termination of Marital Trust at the Death of My Spouse

The Marital Trust will terminate upon the death of my spouse.

If my spouse has not fully exercised her testamentary limited power of appointment over the trust property remaining at her death, the Trustee shall distribute and administer the unappointed balance or remainder of the Marital Trust to the trustee of the trust established for the benefit of Peter Lleshi in Section 8.03 and the trustee of the trust established for the benefit of John Lleshi in Section 8.04, in equal shares.

Section 8.03 Distribution of the Share for Peter Lleshi

The Trustee shall administer the share set aside for Peter Lleshi in trust as provided in this Section.

(a) Administration and Distribution of Beneficiary's Trust Before Reaching Age 30

If a beneficiary is under 30 years of age upon the funding of his or her separate trust and while he or she remains under age 30, the Trustee shall hold and administer the beneficiary's separate trust under the provisions of this Section. When the beneficiary turns 30 years of age, the Trustee shall hold and administer the beneficiary's trust under the provisions of the Section below entitled "Administration and Distribution of Beneficiary's Trust After Beneficiary Reaches Age 30." If the beneficiary is 30 years of age or older upon the funding of his or her separate trust, the Trustee shall hold and administer the beneficiary's trust under the provisions of the same Section below.

(1) Trustee

The Trustee of a beneficiary's trust shall be the persons or institutions designated in the Article above entitled "Trustee Succession Provisions" in the order named. The removal of Trustees and appointment of successor Trustees shall be governed by the same Article of this trust instrument.

(2) Distributions of Income and Principal

The Trustee shall distribute to the beneficiary as much of the income and principal of his or her separate trust as the Trustee determines necessary or advisable for his or her health, education, maintenance and support.

Notwithstanding the foregoing, the Trustee is prohibited from distributing to the beneficiary, and from selling or otherwise transferring any of the real properties owned by LLL's Wholesale, Retail and Leasing Co. (a Florida corporation) for a period of twenty (20) years from the date of my death. I hereby waive application of the Prudent Investor Statute, Chapter 518, Florida Statutes, or any such similar Title or Statute as may apply to Trusts in the State of Florida, to the aforementioned restriction on distribution, sale and transfer.

The Trustee shall add any undistributed net income to principal.

(3) Guidelines for Discretionary Distributions

In making discretionary distributions to the beneficiary, it is desired that the beneficiary develops a strong work ethic, is a productive and contributing member of society, and provides for those who are dependent on him or her for care and support. Accordingly, the Trustee shall always consider the other known resources available to the beneficiary before

making discretionary distributions. It is desired that preservation of principal be a priority for purposes of this trust, and that the beneficiary show genuine need before the Trustee makes any discretionary distribution.

(4) Withholding Distributions

Notwithstanding any provision of this trust instrument to the contrary, especially provisions requiring an "immediate" distribution of trust property, the Trustee has the power to withhold all or any portion of any specified distribution for a reasonable period of time for the Trustee to make a determination whether to indefinitely withhold such distribution according to the following provisions:

(a) Creditworthiness of Beneficiary

The Trustee has the power to withhold a distribution indefinitely and hold the distribution in trust under the terms of this trust instrument if, in the Trustee's sole discretion, it is determined that the beneficiary's creditors would consume a substantial portion of such beneficiary's share of the trust property, especially if the beneficiary is subject to a legal action initiated by a creditor or Federal or State tax liens. In order to make such a determination, the Trustee has the power to investigate and require the beneficiary to provide financial information, including, but not limited to, tax returns, financial records, current credit report, and any other information that would aid the Trustee in making the determination of creditworthiness.

(b) Substance Abuse

The Trustee has the power to withhold a distribution indefinitely and hold the distribution in trust under the terms of this trust instrument if, in the Trustee's sole discretion, it is determined that: (1) a beneficiary of any trust created hereunder (i) routinely or frequently uses or consumes any illegal drugs or other illegal chemical substance so as to be physically or psychologically dependent upon that drug or

substance, or (ii) is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a licensed medical doctor or psychiatrist in a current program of treatment supervised by that doctor or psychiatrist; and (2) as a result of such use or consumption, the beneficiary is incapable of caring for himself or herself or is likely to dissipate the beneficiary's financial resources; then the Trustee shall follow the procedures set forth herein.

The Trustee shall request the beneficiary to submit to one or more examinations (including laboratory tests of hair, tissue or bodily fluids) determined to be appropriate by a licensed medical doctor or psychiatrist selected by the Trustee. The Trustee must request the beneficiary to consent to full disclosure by the examining doctor or facility to the Trustee of the results of all the examinations. The Trustee shall disclose the results of all of the examinations to any then serving Trust Protector. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the beneficiary's written permission. The Trustee may, in the Trustee's sole discretion, totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

If, in the examining doctor or psychiatrist's opinion, the examination indicates current or recent use of a drug or substance as described above, the beneficiary shall consult with the examining doctor or psychiatrist to determine an appropriate method of treatment for the beneficiary. Treatment may include counseling or treatment on an in-patient basis in a rehabilitation facility. If the beneficiary consents to the treatment, the Trustee may pay the costs of treatment directly to the

provider of those services from the income or principal otherwise authorized or required to be distributed to the beneficiary, if the Trustee otherwise determines that the funds are available to do so and it is in the best interests of the beneficiary to do so.

If the examination indicates current or recent use of a drug or substance as described above, all mandatory distributions and all withdrawal rights from the trust property with respect to the beneficiary during the beneficiary's lifetime (including distributions upon termination of the trust for reasons other than the death of the beneficiary) shall be suspended until: (a) in the case of use or consumption of an illegal drug or illegal substance, examinations indicate no such use; and (b) in all cases of dependence, until the Trustee, in the Trustee's sole judgment, determines that the beneficiary is fully capable of caring for himself or herself and is no longer likely to dissipate his or her financial resources.

**(c) Other Beneficiary
Considerations**

The Trustee has the power to withhold a distribution indefinitely and hold the distribution in trust under the terms of this trust instrument if, in the Trustee's sole discretion, it is determined that the distribution would not be in the beneficiary's interest due to incarceration, financial inexperience or recklessness, family circumstances, divorce or other legal proceedings, or the loss of needs-based government benefits. The Trustee's exercise of this power shall be incontestable.

Upon the marriage of any descendant or if, at the time any distributions of principal and income from the trust are to commence any descendant is married, the Trustee shall have the right and privilege, exercisable in the Trustee's sole and absolute discretion, to require that the descendant and the

descendant's fiancée execute a valid prenuptial or postnuptial agreement that complies with the terms set forth below (a "Marital Agreement") as a condition for making said distributions. For purposes of this trust, marriage means any marriage, including a common law marriage, entered into by the descendant after the Grantor's death that is valid in the jurisdiction where it took place. If a descendant chooses to marry after the Grantor's death and execute a valid Marital Agreement not less than 30 days prior to the time of the marriage that complies with the following terms, the distributions under this Article will not be restricted because of this marriage. The Marital Agreement must be in writing and signed by the descendant and the descendant's fiancé, with each having been represented by independent legal counsel. Prior to the execution of the agreement, each party must make full disclosure of their then-existing assets. The Marital Agreement must provide that the descendant's fiancé waive any right to any portion of the descendant's share of the descendant's premarital assets, the descendant's share of the trust in the event of dissolution of the marriage or the death of the descendant, with the new spouse surviving the descendant.

(d) Consideration of Taxes and Expenses

The Trustee has the power to withhold a distribution indefinitely and hold the distribution in trust under the terms of the trust agreement if, in the Trustee's sole discretion, it is reasonably believed such assets are likely to be needed for the payment of any tax or expense related to the administration of the trust or estate in question.

(e) Disposition of Withheld Distribution

While a distribution is being withheld, the Trustee shall be under no obligation to pay any part thereof to, or for the benefit of, the beneficiary, and the trust shall be administered as a wholly discretionary trust, but the Trustee may distribute wholly, or in part, any withheld distribution on any terms and at any time the Trustee deems proper. However, when no factors that would otherwise lead the Trustee to withhold a distribution exist, the Trustee shall then distribute any withheld distributions in whole.

(f) Exoneration

It is not the intent to make the Trustee (or any doctor or psychiatrist retained by the Trustee) responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances. The Trustee (and any doctor or psychiatrist retained by the Trustee) will be indemnified from the dependent beneficiary's share of the trust property for any liability in exercising the Trustee's judgment and authority under this Section, including any failure to request a beneficiary to submit to medical examination and including a decision to distribute suspended amounts to a beneficiary.

(g) Requirement of Independent Trustee

If the Trustee is also a beneficiary of the trust in question, then such Trustee shall not have any power under this provision authorizing the withholding of distributions provision, shall be a disqualified trustee for such purpose, and shall immediately cease serving as Trustee. The Trustee may participate in the appointment of an Independent Trustee to exercise these powers to withhold distributions, pursuant to the terms of the

Section above entitled "Appointment of Independent Special Trustee." but shall have no further participation.

(5) Distribution Upon the Death of a Beneficiary

A beneficiary has the unlimited testamentary general power to appoint all or any portion of the principal and undistributed income remaining in his or her separate trust at his or her death among our descendants, their spouses and charities qualified under Section 2055 of the Internal Revenue Code and the creditors of the beneficiary's estate. The beneficiary has the exclusive right to exercise this general power of appointment.

It is intended by this Section to create a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of a beneficiary's trust is not effectively appointed, the Trustee shall distribute the remaining unappointed balance per stirpes to the descendants of that beneficiary. If a beneficiary has no then-living descendants, the Trustee shall distribute the balance of their trust property per stirpes to the descendants of the Grantor(s). If there are no then-living descendants of the Grantor(s), the Trustee shall distribute the balance of the trust property as provided in the Article below entitled "Remote Contingent Distribution."

(b) Administration and Distribution of Beneficiary's Trust After Reaching Age 30

If a beneficiary is 30 years of age or older upon the funding of his or her separate trust, or upon a beneficiary reaching 30 years of age after his or her separate trust has been funded under the Section above entitled "Administration and Distribution of Beneficiary's Trust Before Beneficiary Reaches Age 30," the Trustee shall hold and administer the beneficiary's separate trust under the provisions of this Section for the rest of that beneficiary's lifetime, or until his or her interest is terminated or all of the assets of their trust share are finally distributed, as provided more fully in the Sections that follow.

Each beneficiary of a separate trust shall be referred to hereinafter for purposes of this Section as a "Primary Beneficiary."

(1) Trustee

The Primary Beneficiary shall be the Trustee of his or her separate trust. The removal of Trustees and appointment of

successor Trustees for a Primary Beneficiary's separate trust shall be governed by this Section.

If it is determined by the Trust Protector, or by the then-serving Trustee if the Primary Beneficiary was under 30 years of age upon the funding of the separate trust for him or her and thereafter reaches age 30 thereupon becoming eligible to serve as Trustee, that the Primary Beneficiary either (i) is insolvent or unable to satisfy any financial or court-ordered or arbitration-ordered obligation, (ii) is subject to actual or threatened levy, attachment, execution, garnishment, bankruptcy or any other legal action or process by a creditor or Federal or State tax liens, interference or control of creditors or others, or any involuntary transfer; (iii) is at risk of having a substantial portion of the trust assets consumed, invaded or taken by the beneficiary's creditors, or (iv) is in the process of becoming separated or divorced from his or her spouse or in a circumstance where separation or divorce is reasonably anticipated to occur or be initiated either by the Primary Beneficiary or the Primary Beneficiary's spouse, unless the Primary Beneficiary and his or spouse have executed a valid prenuptial or postnuptial agreement that complies with the terms set forth in the next paragraph below (a "Marital Agreement"), (individually a "Removal Circumstance"), then such Primary Beneficiary shall be prohibited from serving as Trustee and an Independent Special Trustee or other Trustee chosen by the Trust Protector shall serve in place of the Primary Beneficiary while the Removal Circumstance exists. If the Primary Beneficiary is already serving as Trustee and it is determined by the Trust Protector that a Removal Circumstance exists with respect to the Primary Beneficiary, then such Primary Beneficiary shall be removed as Trustee and replaced with an Independent Special Trustee or other Trustee chosen by the Trust Protector while the Removal Circumstance exists.

The preceding paragraph to the contrary notwithstanding, an impending or threatened separation or divorce shall be deemed not constitute a Removal Circumstance if the Primary Beneficiary and his or her spouse have executed a Marital Agreement that complies with the terms set forth in this paragraph. The Marital Agreement must be in writing and signed by the Primary Beneficiary and his or her spouse, with each having been represented by independent legal counsel. Prior to the execution of the Marital Agreement, each party must make full disclosure of their then-existing

assets. The Marital Agreement must provide that the Primary Beneficiary's spouse irrevocably waives any right to any portion of the Primary Beneficiary's share of the Primary Beneficiary's premarital assets and the Primary Beneficiary's share of the trust in the event of dissolution of the marriage or the death of the Primary Beneficiary if the spouse survives the Primary Beneficiary, that no portion of the trust principal and income either accumulated in the trust or paid to the Primary Beneficiary and no portion of any increase in value of the trust principal shall be deemed to be marital property or marital assets at any time, and that all of said trust principal and income shall be deemed separate property of the Primary Beneficiary for all purposes at all times.

While a Removal Circumstance exists, the Trust Protector shall have sole authority to replace any then-serving successor Trustee. Any Independent Special Trustee chosen as a replacement must meet the definition of Independent Trustee set forth in this instrument and further shall be either a licensed attorney who practices in estate and trust law, a certified public accountant who has experience preparing estate and fiduciary income tax returns, a certified financial planner, or a licensed trust company.

If the Primary Beneficiary does not take the steps to carry out the removal or otherwise does not cooperate with the removal, the Trust Protector shall have the right and authority to take all steps necessary to carry out the removal.

A Primary Beneficiary who is prohibited or has been removed from serving as Trustee of their separate trust by reason of this provision shall have the right to attain or regain the trusteeship when all of the Removal Circumstances have clearly changed and no longer exist or are threatened, as determined by the Trust Protector.

If applicable state law where a Primary Beneficiary resides, or other applicable law, would make the separate trust for such beneficiary accessible or attachable by the beneficiary's creditors if such beneficiary were the sole Trustee, even in the absence of a Removal Circumstance, then such Primary Beneficiary shall be automatically removed as Trustee or prohibited from serving as Trustee if not yet serving, as the case may be, and replaced with an Independent Special Trustee chosen by the Trust Protector. If the state law where such beneficiary resides would still afford creditor protection if the Primary Beneficiary served

as a co-Trustee, then the Primary Beneficiary shall be permitted to serve as a co-Trustee with an Independent Special Trustee or other Trustee chosen by the Trust Protector.

If the Primary Beneficiary is unwilling, unable or otherwise ceases to serve as Trustee for any reason or circumstance other than a Removal Circumstance, the Primary Beneficiary shall have the right to appoint a successor Independent Trustee or other Trustee of the Primary Beneficiary's separate trust. As long as a Removal Circumstance does not exist, the Primary Beneficiary shall have the right to remove and replace a successor Independent Trustee or other Trustee of the Primary Beneficiary's separate trust, with or without cause. If the Primary Beneficiary is incapacitated, the beneficiary's Legal Representative may act on behalf of the beneficiary. If a Removal Circumstance exists, the Trust Protector shall have sole authority to remove and replace a successor Independent Trustee or other Trustee of the Primary Beneficiary's separate trust, with or without cause.

If the office of Trustee of a separate trust created under this Section is vacant, no designated Trustee is able and willing to act and the Primary Beneficiary is unable or unwilling to appoint a successor Independent Trustee, the Trust Protector (if any) may appoint an eligible individual or institution to serve as the successor Independent Special Trustee.

Any Primary Beneficiary or their Legal Representative may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy remaining unfilled after a period of 30 days. By making the appointment, the court does not thereby acquire any jurisdiction over the trust, except to the extent necessary for making the appointment.

(2) Investment Adviser

The purpose of the Investment Adviser is to separate investment decisions from the other responsibilities of the Trustee of the separate trusts created under this Section. The Investment Adviser has broad and absolute discretion, and decisions made by the Investment Adviser are not subject to review except for willful neglect, willful misconduct, or bad faith on the part of the Investment Adviser. The Trustee has no responsibility to monitor the performance of any investment directed by the Investment Adviser. The authority of the Investment Adviser is conferred in a fiduciary capacity. No Trust Protector may serve as an

Investment Adviser, except as otherwise specifically provided in this instrument.

(a) Powers Subject to Adviser's Direction

During any period that an Investment Adviser is serving, the Trustee shall exercise all investment, voting, and management powers concerning the trust property only upon the written direction of the Investment Adviser. Those powers include, but are not limited to, all powers relating to the acquisition, disposition, retention, exchange, change in character, lending, borrowing, pledging, mortgaging, managing, voting, leasing, insuring, abandoning, or granting of options with respect to the trust property.

(b) Powers in Absence of Adviser's Direction

If an Investment Adviser is serving, the Trustee is not required to inquire into or monitor the investment of the trust assets or the directions of the Investment Adviser.

If the Investment Adviser fails to provide written direction within 20 days of the Trustee's written request for direction, the Trustee may exercise the power as though the Investment Adviser had provided the direction sought.

If there is no Investment Adviser serving, the Trustee may exercise all powers that would otherwise be subject to an Investment Adviser's direction.

(c) Designation of Investment Adviser

The Primary Beneficiary shall serve as Investment Adviser for the trust established for him or her under this Section. The Primary Beneficiary may serve as Investment Advisor whether or not he or she is also serving as Trustee of his or her separate trust.

If the Primary Beneficiary is unwilling or unable to serve as Investment Advisor, the

Primary Beneficiary shall have the right to appoint a successor Investment Advisor. If the Primary Beneficiary fails to appoint a successor Investment Advisor, the Trust Protector shall have the right to appoint a successor Investment Advisor.

(d) Investment Adviser Powers

The Investment Adviser may, in the Investment Adviser's sole and absolute discretion, exercise any of the powers listed below either directly or by directing the Trustee.

Directing Investments -- The Investment Adviser may direct the Trustee to invest and reinvest in any kind of property, real, personal, or mixed, and to retain any investments, indefinitely, even if the nature of the investment would not otherwise be a proper investment for a fiduciary.

Insurance Policies -- The Investment Adviser may direct the Trustee to exercise any right as owner of any insurance policy owned by the trust, other than the right to change beneficiaries. If, however, the trust holds a policy that insures the life of the Investment Adviser, the Investment Adviser may not exercise any powers or rights with respect to the policy. Instead, a co-Trustee or an Independent Special Investment Adviser (as defined in this instrument) must exercise the powers and rights with respect to the policy. If any rule of law or court decision construes the ability of the insured Investment Adviser to name the Independent Special Investment Adviser as an incident of ownership of the policy, then a majority of the then-current beneficiaries (excluding the insured Investment Adviser if the Investment Adviser is a beneficiary) will select the Independent Special Investment Adviser. If an Independent Special Investment Adviser is needed to exercise any powers or rights with respect to the policy, the Trust Protector shall appoint, in writing, a corporate fiduciary or

an individual to serve as the Independent Special Investment Adviser. The appointed Independent Special Investment Adviser must not be related or subordinate to any trust beneficiary within the meaning of Internal Revenue Code Section 672(c). Any Trust Protector then serving may revoke this appointment at any time. The Independent Special Investment Adviser shall exercise all fiduciary powers granted by this trust unless expressly limited elsewhere in this instrument or by the Trust Protector in the instrument appointing the Independent Special Investment Adviser. An Independent Special Investment Adviser may resign at any time by delivering written notice to the Trust Protector. Notice of resignation will be effective in accordance with the terms of the notice. If the trust holds a policy that insures a Primary Beneficiary's life, the beneficiary, individually or as Investment Adviser, may not exercise any power over the policy, its cash value, or its proceeds. This denial of power is intended to prevent an insured beneficiary from holding any power that would constitute an incident of ownership of the policy. The limitations of this Section do not apply if, upon the Primary Beneficiary's death, the policy's proceeds would otherwise be included in the beneficiary's gross estate for federal estate tax purposes.

Sale or Exchange of Property -- The Investment Adviser may direct the Trustee to sell or exchange any property held under any separate trust created under this Article, and may execute any documents necessary to facilitate the transfer.

Directing Accounts -- The Investment Adviser may direct the Trustee to open any type of accounts in any domestic or foreign jurisdiction, specifically including, but not limited to, margin accounts at brokerage firms.

Property Management -- The Investment Adviser may direct the Trustee to rent or lease any real property interests, and may subdivide and develop any real property in which any separate trust created under this Article has an interest.

Mineral Interests -- In addition, the Investment Adviser may direct the Trustee to manage or grant any mineral interests, including exploration and the right to mine or drill for and remove minerals, for any period of time, including periods extending beyond the termination of every separate trust created under this Article, and upon the terms specified by the Investment Adviser.

(e) No Diversification Standard Required

The Investment Adviser is not required to direct the Trustee to diversify the trust investments. For purposes of determining diversification of the trust's investments only, the investments held by any entity in which any separate trust created under this Article owns an interest will be deemed to be owned directly by the trust in accordance with the trust's interest.

(f) Removal and Replacement

The Primary Beneficiary may remove the Investment Adviser at any time with or without cause, provided the Primary Beneficiary appoints a successor Investment Adviser that simultaneously commences service to replace the removed Investment Adviser. If the Primary Beneficiary is incapacitated or deceased, the Trust Protector may remove the Investment Adviser at any time with or without cause, provided that the Trust Protector appoints a successor Investment Adviser. The Trust Protector may appoint any then-serving Trust Protector or any predecessor or successor Trust Protector to serve as the Investment Adviser, in the Trust Protector's discretion.

(g) Resignation, Removal and Appointment

The Investment Adviser may resign by giving 60 days advance notice to the Primary Beneficiary, the Trust Protector, and the Trustee. The Primary Beneficiary may then appoint a successor Investment Adviser to serve immediately upon appointment or as otherwise specified in writing when the Primary Beneficiary makes the appointment.

If the Primary Beneficiary is unable or unwilling to appoint a successor Investment Adviser, the Trust Protector may appoint a successor Investment Adviser to serve immediately upon appointment or as otherwise specified in writing by the Trust Protector.

(h) Default Appointment of Adviser

If there is a vacancy in the position of Investment Adviser and there is no successor Investment Adviser named, the Trust Protector may appoint an Investment Adviser in writing to serve according to the terms and conditions established in the writing.

If the Trust Protector does not appoint an Investment Adviser to serve in the event of default, and if the Trustee has received actual written notice of the vacancy of an Investment Adviser, the Trustee will have all of the powers and authority otherwise granted to the Investment Adviser under this agreement.

(i) Notice of Adviser's Instructions

An Investment Adviser is to provide information or directions to the Trustee in writing, by facsimile, by electronic mail or by telephone, or in any other form that the Trustee requests in writing.

(j) Adviser Compensation

The Investment Adviser is entitled to fair and reasonable compensation for services rendered as a fiduciary. The Investment Adviser may be compensated according to the Investment Adviser's standard rates in effect for accounts of similar size and character or as otherwise agreed in writing between the Investment Adviser and the person having authority to remove the Investment Adviser.

The Investment Adviser may charge additional fees for services it provides that are beyond the ordinary scope of its duties. The Trustee shall pay any compensation due to the Investment Adviser from the trust property.

(3) Distributions of Income and Principal

The Trustee shall distribute to the Primary Beneficiary as much of the income and principal of his or her trust as the Trustee may determine necessary or advisable for his or her health, education, maintenance and support in the Trustee's sole and absolute discretion. The Trustee shall not distribute any income or principal of the Primary Beneficiary's trust to discharge or satisfy a legal obligation of support owed by the Primary Beneficiary to any person.

The Trustee shall add any undistributed net income to principal.

(4) Qualified Retirement Plan Payable to Separate Trust

This Section shall apply to any separate share trust created by this trust instrument to which qualified retirement plan benefits are or may become payable by direct beneficiary designation or upon division of this trust as designated beneficiary into separate shares.

In the event a Removal Circumstance arises as defined hereinabove and the beneficiary is removed as Trustee of his or her separate share trust, the general power of appointment granted by this Article and any other power of appointment granted by this trust instrument to said beneficiary are void *ab initio*. In addition, in the event a Removal Circumstance arises as defined hereinabove and the beneficiary is removed

as Trustee of his or her separate share trust, the successor Trustee is directed to accumulate the net income of the separate share trust, including the minimum required distributions described in Article Eleven, and add said net income to the trust principal. The Trustee may distribute to the beneficiary, or apply for the beneficiary's benefit, such amounts of the accumulated income and principal of the beneficiary's separate share trust, up to the whole thereof, as the Trustee may deem advisable for any purpose in the Trustee's sole and absolute discretion.

In the event a Removal Circumstance arises as described in the preceding paragraph but thereafter ceases to occur, the general power of appointment granted by this Article and any other power of appointment granted by this trust instrument to said beneficiary deemed void *ab initio* upon the occurrence of said Removal Circumstance shall be restored from its inception as if granted to the beneficiary in the original instance. In addition, in the event a Removal Circumstance arises as described in the preceding paragraph but thereafter ceases to occur, the Trustee is directed to cease accumulating the net income of the separate share trust described in the preceding paragraph and resume making the required conduit distributions described in Article Eleven unless the Trust Protector determines that resuming conduit distributions might jeopardize or forfeit the favorable tax treatment afforded a *see-through trust* under Treasury Regulation Section 1.401(a)(9).

This Section's purposes are to qualify the beneficiary's separate share trust as a *see-through accumulation trust* under Treasury Regulation Section 1.401(a)(9), and to ensure that the life expectancy of the beneficiary may be used to calculate the minimum distributions required by the Internal Revenue Code. The Trust Protector is to modify and interpret this Section as necessary to constitute a *see-through accumulation trust* for purposes of the minimum required distribution rules, including without limitation voiding the required conduit provisions set forth above and limiting the class of trust beneficiaries to the beneficiary, *ab initio*. Any modification shall be considered effective from the beginning of this trust to the date of death of the Grantor who held the qualified retirement plan at death. If the deduction of trust expenses does not disqualify the *see-through accumulation trust* status, the Trustee may deduct trust expenses before paying the beneficiary.

(5) Distribution Upon Death of Primary Beneficiary

The Primary Beneficiary has the unlimited testamentary general power to appoint all or any portion of the principal and undistributed income remaining in his or her separate trust at his or her death among our descendants, their spouses and charities qualified under Section 2055 of the Internal Revenue Code and the creditors of the Primary Beneficiary's estate. The Primary Beneficiary has the exclusive right to exercise this general power of appointment.

It is intended by this Section to create a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of the Primary Beneficiary's separate trust is not effectively appointed, the Trustee shall distribute the remaining unappointed balance per stirpes to the descendants of the Primary Beneficiary. If the Primary Beneficiary has no then-living descendants, the Trustee shall distribute the balance of the trust property of the Primary Beneficiary's separate trust per stirpes to the descendants of the Grantor(s). If there are no then-living descendants of the Grantor(s), the Trustee shall distribute the balance of the trust property of the Primary Beneficiary's separate trust as provided in the Article above entitled "Remote Contingent Distribution."

(c) Distribution of Trust Shares for Descendants of a Deceased Beneficiary

The Trustee shall distribute the share set aside for a descendant of a deceased beneficiary to the descendant outright and free of trust.

Section 8.04 Distribution of the Share for John Lleshi

The Trustee shall administer the share set aside for John Lleshi in trust as provided in this Section.

(a) Not a Conduit Trust

The conduit trust provisions set forth in Section 11.01 do not apply to this trust.

(b) Distributions for Supplemental Needs

The Trustee, in its sole, absolute, and unreviewable discretion, may distribute discretionary amounts of net income and principal for supplemental needs of John Lleshi not otherwise provided by governmental financial assistance and benefits or other service providers.

Supplemental needs refers to the basic requirements for maintaining the good health, safety, and welfare, when, in the discretion of the Trustee, those basic requirements are not being provided by any public agency, office, or department of any state or the United States.

Supplemental needs also includes medical and dental expenses; annual independent checkups; clothing and equipment; programs of training, education, treatment, and rehabilitation; private residential care; transportation, including vehicle purchases; maintenance; insurance; and essential dietary needs. *Supplemental needs* may include spending money; additional food; clothing; electronic equipment such as radio, recording and playback devices, television, and computer equipment; camping; vacations; athletic contests; movies; trips; and money to purchase appropriate gifts for relatives and friends.

The Trustee has no obligation to expend trust assets for those needs, but if the Trustee, in its sole, absolute and unreviewable discretion, decides to expend trust assets, under no circumstances may any amounts be paid or reimbursed to the federal government, any state, or any governmental agency for any purpose, including for the care, support, and maintenance of John Lleshi.

(c) Objective to Promote Independence of John Lleshi

While actions are in the Trustee's sole, absolute and unreviewable discretion, all parties to this trust are to be mindful that my wish is that John Lleshi live as independently, productively, and happily as possible.

(d) Trust Assets not to be Considered Available Resource to John Lleshi

The purpose of this trust is to supplement any benefits received or for which the beneficiary may be eligible through various governmental assistance programs, and not to supplant those benefits. All actions of the Trustee must be directed toward carrying out this purpose and the discretion granted the Trustee under this trust to carry out this purpose is absolute.

For purposes of determining John Lleshi's eligibility for any governmental assistance program benefits, no part of the principal or undistributed income of the trust estate is to be considered available to him for public benefit purposes. John Lleshi does not have access to principal or income of the trust, and he has no ownership, right, authority, or power to convert any asset into cash for his own use.

The Trustee shall hold, administer, and distribute all property allocated to this trust for the exclusive benefit of John Lleshi during his lifetime. All distributions from this trust share are in the sole and absolute discretion of the Trustee, and John Lleshi is legally restricted from demanding trust assets for his support and maintenance.

In the event the Trustee is requested to release principal or income of the trust to or on behalf of John Lleshi to pay for equipment, medication, or services that any government agency is authorized to provide, or in the event the Trustee is requested to petition a court or any other administrative agency for the release of trust principal or income for this purpose, the Trustee is authorized to deny the request and take whatever administrative or judicial steps may be necessary to continue John Lleshi's eligibility for benefits. This may include obtaining legal advice about John Lleshi's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to John Lleshi for eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorneys' fees, are a proper charge to the trust estate.

The Trustee is prohibited from distributing to the beneficiary, and from selling or otherwise transferring any of the real properties owned by LLL's Wholesale, Retail and Leasing Co. (a Florida corporation) for a period of twenty (20) years from the date of my death. I hereby waive application of the Prudent Investor Statute, Chapter 518, Florida Statutes, or any such similar Title or Statute as may apply to Trusts in the State of Florida, to the aforementioned restriction on distribution, sale and transfer.

(e) Distribution Guidelines

The Trustee is responsible for determining what discretionary distributions are to be made from this trust, and may use a Care Manager in accordance with the provisions of this Section. The Trustee may distribute discretionary amounts of income and principal to or for the benefit of John Lleshi for those supplemental needs not otherwise provided by governmental financial assistance and benefits or by a service provider. The Trustee shall add any undistributed income to principal. In making distributions, the Trustee:

- shall consider any other known income or resources of the beneficiary that are reasonably available;

- shall consider all entitlement benefits from any government agency, such as Social Security disability payments, Medicare, Medicaid (or any state Medicaid program equivalent), Supplemental Security Income (SSI), In-Home Support Service (IHSS), and any other special-purpose benefits for which John Lleshi is eligible;

- shall consider resource and income limitations of any assistance program;

- shall make expenditures so that John Lleshi's standard of living will be comfortable and enjoyable;

- is not obligated or compelled to make specific payments;

In the event the Trustee is requested to release principal or income of the trust to or on behalf of John Lleshi to pay for equipment, medication, or services that any government agency is authorized to provide, or in the event the Trustee is requested to petition a court or any other administrative agency for the release of trust principal or income for this purpose, the Trustee is authorized to deny the request and take whatever administrative or judicial steps may be necessary to continue John Lleshi's eligibility for benefits. This may include obtaining legal advice about John Lleshi's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to John Lleshi for eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorneys' fees, are a proper charge to the trust estate.

The Trustee is prohibited from distributing to the beneficiary, and from selling or otherwise transferring any of the real properties owned by LLL's Wholesale, Retail and Leasing Co. (a Florida corporation) for a period of twenty (20) years from the date of my death. I hereby waive application of the Prudent Investor Statute, Chapter 518, Florida Statutes, or any such similar Title or Statute as may apply to Trusts in the State of Florida, to the aforementioned restriction on distribution, sale and transfer.

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- shall consider any other known income or resources of the beneficiary that are reasonably available;

- shall consider all entitlement benefits from any government agency, such as Social Security disability payments, Medicare, Medicaid (or any state Medicaid program equivalent), Supplemental Security Income (SSI), In-Home Support Service (IHSS), and any other special-purpose benefits for which John Lleshi is eligible;

- shall consider resource and income limitations of any assistance program;

- shall make expenditures so that John Lleshi's standard of living will be comfortable and enjoyable;

- is not obligated or compelled to make specific payments;

may not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by this governmental agency and reimbursement is required by the state; and

will not be liable for any loss of benefits.

(f) Use of Care Manager

The Trustee has the option of utilizing the services of a Care Manager to advise on how best to provide for John Lleshi's needs. The primary objective of the Care Manager will be to assist the Trustee to ensure that John Lleshi maintains a safe living situation, receives counseling services when appropriate, and lives as independently as possible, in accordance with my intentions.

A Care Manager must be a professional Licensed Clinical Social Worker, Professional Conservator, or care management agency that has experience in the field of assessment of conditions similar to those of John Lleshi, and is familiar with the public benefits to which John Lleshi may be entitled.

(g) Distribution Advisement

If the Trustee uses a Care Manager, the Care Manager will advise the Trustee concerning discretionary distributions to be made from the trust that are helpful and appropriate for John Lleshi's needs, including payment for medical care, counseling services, and daily support.

(h) Care Manager Account for Periodic Payments

If the Trustee uses a Care Manager, the Care Manager may establish periodic payments for part or all of the payments authorized under this trust and maintain a separate bank account for disbursement by the Care Manager. Any account must be carried in the name of the trust and must have the trust's federal tax identification number. At least monthly, the Care Manager must provide information on receipts and disbursements from this account to the Trustee. This account must contain no more than an amount reasonably necessary for John Lleshi's needs for a period of 60 days.

The Trustee will not be held liable for any actions of the Care Manager, unless the Trustee has actual knowledge of and consented to the Care Manager's proposed actions before the actions were actually taken. The Care Manager may not make any distributions that may cause a reduction of public benefits, unless the Trustee has consented to the distribution.

(i) Annual Care Plan

If the Trustee uses a Care Manager, the Care Manager must at least annually provide to the Trustee a written care plan for purposes of evaluation of John Lleshi's medical and psychosocial status. The care plan must include

recommendations concerning resources and services beneficial to John Lleshi.

(j) Quarterly Assessments

If the Trustee uses a Care Manager, the Care Manager must visit John Lleshi at least quarterly to assess his physical and emotional needs, including the appropriateness of the present placement, attendant care, access to required resources, reliability to make and keep medical appointments, and access to socialization activities.

(k) Compensation of the Care Manager

If the Trustee uses a Care Manager, the Care Manager is entitled to fair and reasonable compensation for the services provided equal to the customary and prevailing charges for these services at the same time period and in the same location.

(l) The Resignation of a Care Manager

Any Care Manager may resign by giving 30 days written notice to the Trustee.

(m) Replacement of Care Manager

The Trustee may terminate the Care Manager without cause and name a replacement. If a Care Manager cannot serve for any reason, the Trustee may name a replacement, who may begin to serve immediately. A successor Care Manager must also be a professional Licensed Clinical Social Worker, Professional Conservator, or care management agency with experience in the field of assessment of conditions similar to those of John Lleshi, and familiarity with the public benefits to which John Lleshi may be entitled.

(n) No Seeking of Order to Distribute

For purposes of determining John Lleshi's state Medicaid program equivalent eligibility, no part of the principal or undistributed income of the trust estate may be considered available to John Lleshi. The Trustee shall deny any request by John Lleshi to:

- release principal or income of the trust to or on behalf of him to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or

- petition a court or any other administrative agency for the release of trust principal or income for this purpose.

The Trustee may, in its sole, absolute and unreviewable discretion, take necessary administrative or legal steps to protect John Lleshi's eligibility for a state equivalent of the Medicaid program. This may include obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to John Lleshi for purposes of determining eligibility for a state

equivalent of the Medicaid program. Expenses for this purpose, including reasonable attorneys' fees, are a proper charge to the trust estate.

(o) Indemnification of Trustee When Acting in Good Faith

The Trustee will be indemnified from the trust property for any loss or reduction of public benefits sustained by John Lleshi as a result of the Trustee exercising, in good faith, the authority granted to the Trustee under this Section.

(p) Termination and Distribution of the Supplemental Needs Trust

If the Trustee, in its sole, absolute, and unreviewable discretion, determines that John Lleshi is no longer dependent on others and is able to independently support himself, the Trustee shall administer the remaining property in accordance with the provisions that follow.

The *independently support* requirement is satisfied when John Lleshi has been gainfully employed for 33 months of a 36 month period.

The terms *gainful employment* and *gainfully employed* mean full-time employment that produces sufficient net income to enable John Lleshi to contribute not less than 100% of the funds (exclusive of other sources of revenue) that are necessary to provide for the independent care, support, maintenance, and education of John Lleshi. The Trustee, in its sole and absolute discretion, determines whether or not John Lleshi has satisfied the condition of gainful employment.

(1) Distributions of Income and Principal

The Independent Trustee may distribute as much of the income and principal of his trust to John Lleshi as the Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, the Trustee shall distribute as much of the income and principal of his trust to John Lleshi as the Trustee determines necessary or advisable for his health, education, maintenance, and support.

The Trustee shall add any undistributed net income to principal.

(2) Guidelines for Discretionary Distributions

In making discretionary distributions to John Lleshi, I desire that John Lleshi develops a strong work ethic, is a productive and contributing member of society, and provides for those who are dependent on him for care and support. Accordingly, the Trustee should always consider the other known resources available to John Lleshi before making discretionary distributions. I desire that preservation of

principal be a priority for purposes of this trust share, and that John Lleshi show genuine need before the Trustee makes any discretionary distribution.

(q) Distribution upon the Death of John Lleshi

John Lleshi has the testamentary limited power to appoint all or any portion of the principal and undistributed income remaining in his trust at his death among my descendants, their spouses and charities qualified under Section 2055 of the Internal Revenue Code. But John Lleshi may not exercise this limited power of appointment to appoint to himself, his estate, his creditors or his estate's creditors.

I intend to create a limited power of appointment and not a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of John Lleshi's trust is not effectively appointed, the Trustee shall distribute the remaining unappointed balance *per stirpes* to the descendants of John Lleshi. If John Lleshi has no then-living descendants, the Trustee shall distribute the balance of the trust property *per stirpes* to my descendants. If I have no then-living descendants, the Trustee shall distribute the balance of the trust property as provided in Article Nine.

(r) Distribution if John Lleshi Is Deceased

If John Lleshi dies before the establishment of his trust, the Trustee shall distribute John Lleshi's share *per stirpes* to the descendants of John Lleshi. If John Lleshi has no then-living descendants, the Trustee shall distribute John Lleshi's share *per stirpes* to my descendants. If I have no then-living descendants, the Trustee shall distribute John Lleshi's share as provided in Article Nine.

Article Nine

Remote Contingent Distribution

If at any time no person or entity is qualified to receive final distribution of any part of the trust estate, this portion of the trust estate must be distributed to those persons who would inherit it had I then died intestate owning the property, as determined and in the proportions provided by the laws of Florida then in effect.

Article Ten

Distributions to Underage and Incapacitated Beneficiaries

If the Trustee is authorized or directed under any provision of this trust to distribute net income or principal to a person (except a residuary beneficiary for whom a continuing trust has already been established in the residuary Article set forth hereinabove) who has not yet reached 25 years of age or who is incapacitated as defined in the Section hereinbelow entitled "Definitions," the Trustee may make the distribution or retain the distribution in further trust by any one or more of the methods described in this Article.

I request that before making a distribution to a beneficiary, the Trustee consider, to the extent reasonable, the ability the beneficiary has demonstrated in managing prior distributions of trust property.

Section 10.01 Methods of Distribution

The Trustee may distribute trust property for any beneficiary's benefit, subject to the provisions of this Article in any one or more of the following methods:

The Trustee may distribute trust property directly to the beneficiary.

The Trustee may distribute trust property to the beneficiary's guardian, conservator, parent, other family member, or any person who has assumed the responsibility of caring for the beneficiary.

The Trustee may distribute trust property to any person or entity, including the Trustee, as custodian for the beneficiary under the Uniform Transfers to Minors Act or similar statute.

The Trustee may distribute trust property to other persons and entities for the beneficiary's use and benefit.

The Trustee may distribute trust property to an agent or attorney in fact authorized to act for the beneficiary under a valid durable power of attorney executed by the beneficiary before becoming incapacitated.

Section 10.02 Retention in Trust

The Trustee may retain and administer trust property in a separate trust for any beneficiary's benefit, subject to the provisions of this Article as follows.

(a) Distribution of Net Income and Principal

The Independent Trustee may distribute to the beneficiary as much of the net income and principal of any trust created under this Section as the Independent Trustee may determine advisable for any purpose. If there is no then-serving Independent Trustee, the Trustee shall distribute to the beneficiary as much of the net income and principal of the trust created under this Section as the Trustee determines is necessary or advisable for

the beneficiary's health, education, maintenance, and support. Any undistributed net income will be accumulated and added to principal.

(b) Right of Withdrawal

When the beneficiary whose trust is created under this Section either reaches 25 years of age or is no longer incapacitated, the beneficiary may withdraw all or any portion of the accumulated net income and principal from the trust.

(c) Distribution upon the Death of the Beneficiary

Subject to the terms of the next paragraph, the beneficiary whose trust is created under this Section may appoint all or any portion of the principal and undistributed net income remaining in the beneficiary's trust at the beneficiary's death among one or more persons or entities, and the creditors of the beneficiary's estate. The beneficiary has the exclusive right to exercise this power of appointment.

The beneficiary may not exercise this power of appointment to appoint to the beneficiary, the beneficiary's estate, the beneficiary's creditors, or creditors of the beneficiary's estate from the *limited share* of the beneficiary's trust. For purposes of this power of appointment, the *limited share* of the beneficiary's trust is that portion of the beneficiary's trust that has an inclusion ratio for generation-skipping transfer tax purposes of zero or that without the exercise of the power of appointment, would not constitute a taxable generation-skipping transfer at the beneficiary's death. If the generation-skipping tax does not then apply, the limited share will be the beneficiary's entire trust.

If any part of the beneficiary's trust is not effectively appointed, the Trustee shall distribute the remaining unappointed balance *per stirpes* to the beneficiary's descendants. If the beneficiary has no then-living descendants, the Trustee shall distribute the unappointed balance *per stirpes* to the then-living descendants of the beneficiary's nearest lineal ancestor who was a descendant of mine or, if there is no then-living descendant, *per stirpes* to my descendants.

If I have no then-living descendants, the Trustee shall distribute the balance of the trust property as provided in Article Nine.

Section 10.03 Application of Article

Any decision made by the Trustee under this Article is final, controlling, and binding upon all beneficiaries subject to the provisions of this Article.

The provisions of this Article do not apply to distributions to me or to my spouse from any trust established under this trust.

Further, the provisions of this Article do not apply to distributions that are required to be made to a beneficiary under the provisions of Section 11.01 except to the extent that a

the required minimum distribution to be withdrawn from such Marital Deduction Trust's share of the plan under Internal Revenue Code Section 401(a)(9).

The Trustee may withdraw additional amounts from the Marital Deduction Trust's share of the plan as the Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, the Trustee may withdraw any additional amounts from the Marital Deduction Trust's share of the plan that the Trustee determines necessary or advisable for my spouse's health, education, maintenance, and support. The Trustee must immediately distribute all amounts withdrawn to my spouse.

In the year of my spouse's death, any amount that would have been required to be distributed to my spouse but for my spouse's death must be distributed to the remainder beneficiary. Thereafter, all remaining assets must be withdrawn by December 31 of the year that contains the tenth anniversary of my spouse's death.

This subsection's purpose is to ensure that the life expectancy of my spouse may be used to calculate the required minimum distributions to be made to my spouse by the Internal Revenue Code and that the distributions required to be withdrawn for remainder beneficiaries comply with the requirements of Internal Revenue Code Section 401(a)(9). My intent is that the Marital Deduction Trust will be a conduit trust and that my spouse will qualify as an eligible designated beneficiary under Internal Revenue Code Section 401(a)(9). This subsection is to be interpreted consistent with this intent, despite any direction to the contrary in this trust.

Notwithstanding any other provision of this trust, the Trustee shall treat annuity and other periodic payments from any qualified retirement plans in any given year as income, to the extent the distribution represents income generated and treated as generated by any qualified retirement plan for that year. If income information is not available, then the Trustee shall apportion the annuity and other periodic payments between principal and income in an equitable and practical manner under Section 12.12.

(c) Distributions from Qualified Retirement Plans to Trusts Other Than Trusts That Qualify for the Federal Estate Tax Marital Deduction

(1) Conduit Trust Provisions

Except as specifically provided otherwise in this instrument, if any trust created under this instrument, other than a Marital Deduction Trust, becomes the beneficiary of death benefits under any qualified retirement plan, and if the Primary Beneficiary of such trust at the time of my death is

- a) my child who has not reached majority as defined in Section 401(a)(9) of the Internal Revenue Code and

applicable United States Treasury Regulations or b) an individual who is not more than ten years younger than me, the Trustee must annually withdraw from the trust's share of the plan the required minimum distribution under Internal Revenue Code Section 401(a)(9). This subsection applies to any administrative trust created under Article Six. The Trustee may withdraw additional amounts from the trust's share of the plan as the Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, the Trustee may withdraw any additional amounts from the trust's share of the plan that the Trustee determines necessary or advisable for the beneficiary's health, education, maintenance, and support. The Trustee shall immediately distribute all amounts withdrawn to the Primary Beneficiary of the trust. My intent is that any such trust will be a conduit trust, the beneficiaries of which qualify as designated beneficiaries under Internal Revenue Code Section 401(a)(9).

Amounts withdrawn and distributed under these conduit trust provisions will reduce mandatory distribution amounts under other provisions of this trust that otherwise require distribution of all the trust's income.

If my child dies before reaching majority, the Trustee must distribute to the remainder beneficiary any remaining amount that would have been required to be distributed to my child in the year of my child's death. All remaining qualified plan assets must be distributed by December 31 of the year that contains the tenth anniversary of my child attaining majority or my child's death, whichever occurs earlier.

In the year of the death of a Primary Beneficiary who is not more than ten years younger than me, the Trustee must distribute to the remainder beneficiary the amount that would have been required to be distributed to the Primary Beneficiary but for the Primary Beneficiary's death. Thereafter, all remaining assets must be distributed by December 31 of the year that contains the tenth anniversary of the Primary Beneficiary's death.

(2) Accumulation Trust Provisions

Except as specifically provided otherwise in this instrument, if any other trust created under this instrument becomes the beneficiary of death benefits under any qualified retirement plan, the Trustee must withdraw the trust's share of the plan

assets in accordance with the provisions of Internal Revenue Code Section 401(a)(9). The Trustee may withdraw additional amounts from the trust's share of the plan as the Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, the Trustee may withdraw any additional amounts from the trust's share of the plan that the Trustee determines necessary or advisable for the beneficiary's health, education, maintenance, and support. The Trustee may distribute as much of the amounts withdrawn from the trust's share of the plan as the Independent Trustee may determine advisable for any purpose. If no Independent Trustee is then serving, the Trustee may distribute as much of the amounts withdrawn from the trust's share of the plan that the Trustee determines necessary or advisable for the beneficiary's health, education, maintenance, and support. My intent is that any such trust will be an accumulation trust, the beneficiaries of which qualify as designated beneficiaries under Internal Revenue Code Section 401(a)(9). Upon the death of the Primary Beneficiary of a trust governed by these accumulation trust provisions, the Trustee must withdraw any amounts remaining in the qualified retirement plan in accordance with the provisions of Internal Revenue Code Section 401(a)(9).

(3) Purpose

This subsection's purpose is to ensure that the Trustee may withdraw all required distributions within the maximum time period allowed by Internal Revenue Code Section 401(a)(9). This subsection is to be interpreted consistent with my intent, despite any direction to the contrary in this trust.

(d) Required Minimum Distribution

In administering any trust where life expectancy may be used to calculate the applicable distribution period under Internal Revenue Code Section 401(a)(9), the required minimum distribution for each qualified retirement plan for any year is the greater of

the value of the qualified retirement plan determined as of the preceding year end, divided by the applicable distribution period, and

the amount that the Trustee is required to withdraw under the laws then applicable to the trust to avoid penalty.

For purposes of determining the applicable distribution period, the designated beneficiary whose life expectancy must be used shall be determined as provided in Section 401(a)(9) of the Internal Revenue Code and applicable United States Treasury Regulations.

In administering any trust where life expectancy may not be used to determine the applicable distribution period, the required minimum distribution for each qualified retirement plan for any year shall be the amount that the Trustee is required to withdraw under the laws then applicable to the trust under Internal Revenue Code Section 401(a)(9) to avoid penalty.

Life expectancy, applicable distribution period, required minimum distribution, and other similar terms used in this subsection are to be determined under Internal Revenue Code Section 401(a)(9) and applicable United States Treasury Regulations.

Section 11.02 Life Insurance Policies

The following provisions apply to life insurance policies owned by or made payable to the trust.

(a) Provisions during My Life

During my life, I reserve all of the rights, powers, privileges, and options, with respect to any insurance policy, annuity, or any other third-party beneficiary contract owned by or made payable to the trust. This includes the rights to designate and change beneficiaries, to borrow money, to surrender the policy, to receive any payments as owner, and to make any available elections.

The Trustee will have no duty to exercise or not exercise any rights, powers, privileges, or options with respect to any insurance policy, annuity contract, or other third-party beneficiary contract. The Trustee will have no obligation to pay premiums or other contractual amounts that may be payable under any policy.

(b) Provisions after My Death

After my death, the Trustee may make all appropriate elections with respect to these policies and may collect all sums made payable to the trust or the Trustee under all these policies or contracts.

The Trustee may exercise any settlement options or other options or rights that may be available under the terms of any policy or contract. The Trustee may not be held liable to any beneficiary on account of any election the Trustee made with respect to any policy or contract.

Section 11.03 Limitation on Liability of Payor

Persons or entities dealing in good faith with the Trustee are not required to see to the proper application of proceeds delivered to the Trustee, or to inquire into any provision of this trust.

A receipt signed by the Trustee for any proceeds or benefits paid will be a sufficient discharge to the person or entity making the payment.

Section 11.04 Collection Efforts

The Trustee shall make reasonable efforts to collect all life insurance policy proceeds and qualified retirement benefits payable to the trust.

The Trustee may commence legal or administrative proceedings to collect any life insurance policy proceeds or qualified retirement benefits to which the trust is entitled. The Trustee need not commence any proceedings until the Trustee is satisfactorily indemnified for any expenses and liabilities the Trustee may incur in connection with the proceeding.

The Trustee may settle any claims with respect to the collection of any life insurance proceeds or qualified retirement benefits to which the trust may be entitled. A settlement made by the Trustee will be binding on all beneficiaries.

Section 11.05 No Obligation to Purchase or Maintain Benefits

Nothing in this trust is to be interpreted as imposing any obligation on me or on the Trustee to purchase, invest, or maintain any qualified retirement plan or life insurance policy.

Article Twelve Trust Administration

Section 12.01 Distributions to Beneficiaries

Whenever this trust authorizes or directs the Trustee to make a net income or principal distribution to a beneficiary, the Trustee may apply any property that otherwise could be distributed directly to the beneficiary for his or her benefit. The Trustee is not required to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by this trust.

The Trustee may make cash distributions, in-kind distributions, or distributions partly in each, in proportions and at values determined by the Trustee. The Trustee may allocate undivided interests in specific assets to a beneficiary or trust in any proportion or manner that the Trustee determines, even though the property allocated to one beneficiary may be different from that allocated to another beneficiary.

The Trustee may make these determinations without regard to the income tax attributes of the property and without the consent of any beneficiary.

Section 12.02 Trust Decanting; Power to Appoint in Further Trust

The Trust Protector may appoint the property subject to the Trustee's power of distribution in trust for the benefit of one or more beneficiaries of any trust created under this instrument under the terms established by the Trust Protector. Any trust established by the Trust Protector and funded by the exercise of the power granted under this Section must meet these requirements:

the trust must not reduce any fixed income, annuity, or unitrust right provided by this trust instrument to any beneficiary;

the trust must provide for one or more of the beneficiaries of a trust created under this instrument; and

the interests of remainder beneficiaries of the trust created under this instrument must not be accelerated under the terms of the new trust.

I request the Trust Protector consider including a provision in the new trust that permits the Trustee to distribute as much of the trust principal to the beneficiary of the trust as an Independent Trustee advises so that the beneficiary's estate can utilize the basis increase allowed under Internal Revenue Code Section 1014 after the beneficiary's death without causing an increase in the federal estate tax.

A Trust Protector may not use the powers granted under this Section to extend the term of the new trust beyond the period of perpetuities provided under the governing law of this instrument.

Any trust created under this provision must not contain any provision that, if applicable, would cause the trust to fail to qualify for the marital deduction or charitable deduction, fail to qualify any gift to the trust for any gift, estate, or generation-skipping transfer annual exclusion, or disqualify the trust as a qualified subchapter S corporation shareholder.

If any beneficiary holds a presently exercisable right to withdraw property from this trust, that right may not be defeated by the exercise of the Trust Protector's powers granted under this Section.

Section 12.03 Beneficiary's Status

Until the Trustee receives notice of the incapacity, birth, marriage, death, or other event upon which a beneficiary's right to receive payments may depend, the Trustee will not be held liable for acting or not acting with respect to the event, or for disbursements made in good faith to persons whose interest may have been affected by the event. Unless otherwise provided in this trust, a parent or Legal Representative may act on behalf of a minor or incapacitated beneficiary.

The Trustee may rely on any information provided by a beneficiary with respect to the beneficiary's assets and income. The Trustee will have no independent duty to investigate the status of any beneficiary and will not incur any liability for not doing so.

Section 12.04 Mandatory Payments of a Pecuniary Amount

If any person holds the right to receive a pecuniary amount from the trust upon my death, the Trustee must either:

- satisfy the entire pecuniary amount or irrevocably set aside property to satisfy the entire pecuniary amount within 15 months of my death; or
- pay appropriate interest, as defined in Treasury Regulations Section 26.2642-2(b)(4)(ii)(B), to the person.

If the Trustee satisfies the pecuniary amount with an in-kind distribution, the Trustee will allocate assets to satisfy the pecuniary amount in a manner that fairly reflects net appreciation or depreciation in the value of the available assets, as measured from the valuation date to the payment date.

Section 12.05 No Court Proceedings

The Trustee shall administer this trust with efficiency, with attention to the provisions of this trust, and with freedom from judicial intervention. If the Trustee or another interested party institutes a legal proceeding, the court will acquire jurisdiction only to the extent necessary for that proceeding. Any proceeding to seek instructions or a court determination may only be initiated in the court with original jurisdiction over matters relating to the construction and administration of trusts. Seeking instructions or a court determination is not to be construed as subjecting this trust to the court's continuing jurisdiction.

I request that any questions or disputes that arise during the administration of this trust be resolved by mediation and, if necessary, arbitration in accordance with the Uniform Arbitration Act. Each interested party involved in the dispute, including any Trustee involved, may select an arbiter and, if necessary to establish a majority decision, these arbiters may select an additional arbiter. The decision of a majority of the arbiters selected will control with respect to the matter.

Section 12.06 No Bond

The Trustee is not required to furnish any bond for the faithful performance of the Trustee's duties unless required by a court of competent jurisdiction, and only if the court finds that a bond is needed to protect the beneficiaries' interests. No surety will be required on any bond required by any law or court rule, unless the court specifies its necessity.

Section 12.07 Exoneration of the Trustee

No successor Trustee is obligated to examine the accounts, records, or actions of any previous Trustee or the Personal Representative of my estate. No successor Trustee may be held responsible for any act, omission, or forbearance by any previous Trustee or of the Personal Representative of my estate. Absent clear and convincing evidence of willful bad faith on the part of the Trustee, the Trustee is exonerated from any liability for the acts, omissions, or forbearances of any Trust Protector and from any liability for the Trustee's own acts, omissions, or forbearances directed by the Trust Protector.

Any Trustee may obtain written agreements from the beneficiaries or their Legal Representatives releasing and indemnifying the Trustee from any liability that may have arisen from the Trustee's acts, omissions, or forbearances. If acquired from all the trust's living beneficiaries or their Legal Representatives, any agreement is conclusive and binding on all parties, born or unborn, who may have or who may later acquire an interest in the trust.

The Trustee may require a refunding agreement before making any distribution or allocation of trust income or principal, and may withhold distribution or allocation pending determination or release of a tax or other lien. This refunding agreement provision will not apply to any distribution that qualifies for the federal estate tax unlimited marital deduction or the federal estate tax charitable deduction.

Section 12.08 Limitations on Trustee Liability

Except for cases of willful misconduct, reckless indifference, or gross negligence on the Trustee's part, any action, omission, or forbearance made in good faith reliance on information, consent, or directions received from a Trust Protector will be considered to have been made in good faith for this Section's purposes.

Section 12.09 Trustee Compensation

During any period I am serving as Trustee under this agreement, I will receive no fee in connection with my service as Trustee.

Any other individual serving as Trustee is entitled to fair and reasonable compensation for the services provided as a fiduciary. A corporate fiduciary serving as Trustee will be compensated by agreement between an individual serving as Trustee and the corporate fiduciary. In the absence of an individual Trustee or an agreement, a corporate fiduciary will be compensated in accordance with the corporate fiduciary's current published fee schedule.

A Trustee entitled to compensation may charge additional fees for services provided that are beyond the ordinary scope of duties, such as fees for legal services, tax return preparation, and corporate finance or investment banking services.

In addition to receiving compensation, a Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out the Trustee's duties under this trust.

Section 12.10 Employment of Professionals

The Trustee shall retain the legal services of William A. O'Leary, Esq. and the law firm of Legacy Planning Law Group in Jacksonville, Florida ("LPLG") to advise or assist in the performance of the Trustee's duties, including without limitation trust administration. It is my specific intent that the Trustee use the services of LPLG and not use the services of any other attorney.

The Trustee may also appoint, employ, and remove other investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, advisors, agents, and employees to advise or assist in the performance of the Trustee's duties. The Trustee may

act on the recommendations of the persons or entities employed, with or without independent investigation.

The Trustee may reasonably compensate an individual or entity employed to assist or advise the Trustee, regardless of any other relationship existing between the individual or entity and the Trustee.

The Trustee may compensate providers of contracted services at the usual rate out of the trust's income or principal, as the Trustee deems advisable. The Trustee may compensate an individual or entity employed to assist or advise the Trustee without diminishing the compensation the Trustee is entitled to under this trust. A Trustee who is a partner, stockholder, officer, director, or corporate affiliate in any entity employed to assist or advise the Trustee may still receive the Trustee's share of the compensation paid to the entity.

Section 12.11 Exercise of Testamentary Power of Appointment

A testamentary power of appointment granted under this trust may be exercised by a will, living trust or other written instrument specifically referring to the power of appointment. The holder of a testamentary power of appointment may exercise the power to appoint property among the permissible appointees in equal or unequal proportions, and may designate the terms and conditions, whether outright or in trust. The holder of a testamentary power of appointment may grant further powers of appointment to any person to whom principal may be appointed, including a presently exercisable limited or general power of appointment.

The Trustee may conclusively presume that any power of appointment granted to any beneficiary of a trust created under this trust has not been exercised by the beneficiary if the Trustee has no knowledge of the existence of a will, living trust or other written instrument exercising the power within three months after the beneficiary's death.

Section 12.12 Determination of Principal and Income

The rights among beneficiaries in matters concerning principal and income are to be determined in accordance with Florida Uniform Principal and Income Act, Chapter 738, Florida Statutes. If Florida Uniform Principal and Income Act, Chapter 738, Florida Statutes does not contain a provision concerning a particular item, the Trustee shall determine what will be credited, charged, and apportioned between principal and income in a fair, equitable, and practical manner with respect to that item. The Trustee shall have the sole and absolute discretion to allocate capital gains to income instead of principal, in a manner consistent with the Florida Uniform Principal and Income Act and Treas. Reg. §1.643(a)-(3).

Notwithstanding any provision of Florida Uniform Principal and Income Act, Chapter 738, Florida Statutes or Florida law to the contrary, the Trustee shall treat distributions from any qualified retirement account to any trust established under this trust in any given year as income to the extent the distribution represents income generated or treated as generated by any qualified retirement account for that year.

(a) Annuity and Other Periodic Payments

Annuity and other periodic payments refers to distributions made to the Trustee over a fixed number of years or during the life of one or more individuals because of services provided or property transferred to the payor in exchange for future payments. This includes payments made in money or property from the payor's general assets or from a separate fund created by the payor, including a private or commercial annuity, individual retirement annuity, pension, profit-sharing plan, stock-bonus plan, stock-ownership plan, or similar arrangement. The Trustee shall treat annuity and other periodic payments to any trust established under this trust in any given year as income to the extent the distribution represents income generated and treated as generated by the annuity or other periodic payment for that year. If income information is not available, then the Trustee shall apportion the annuity and other periodic payments between principal and income in a fair, equitable and practical manner under the guidelines set forth in this Section.

To the extent an annuity or other periodic payment is characterized as interest, dividend, or other item of income, or an annuity or other periodic payment is made instead of interest, dividend, or other item of income, the Trustee shall allocate the payment to income. The Trustee shall allocate to principal the balance of the annuity or other periodic payment as well as any other payment received in the same accounting period that is not characterized as interest, dividend, or other item of income.

To the extent annuity and other periodic payments are made and no part of the payments are characterized as interest, dividend, or other item of income, the Trustee shall use the present value of the annuity and other periodic payments as finally determined for federal estate tax purposes, and the Internal Revenue Code Section 7520 rate used to determine the value for federal estate tax purposes to prepare an annuitization table to allocate the payments between income and principal.

If the amounts of annuity and other periodic payments change because of changes in the investment markets or other changes, the Trustee shall allocate the change in the amount of the payments between income and principal in a fair, equitable, and practical manner.

(b) Protection of Estate Tax Marital Deduction

If, to obtain an estate tax marital deduction for a trust established under this trust, the Trustee must allocate more of a payment to income than provided for by this Section, then the Trustee shall allocate to income the additional amount necessary to obtain the marital deduction.

Section 12.13 Distributions from Roth IRAs

Prior to taking any distribution from a qualified retirement plan, the Trustee will first determine the date that any Roth IRA was established, and then determine whether a distribution from that Roth IRA would be a qualified distribution as defined in Internal

Revenue Code Section 408A(d)(2) or would be subject to any state or federal penalty taxes. The Trustee shall take all reasonable precautions to ensure that a distribution from any Roth IRA is treated as a qualified distribution and reduce or avoid application of state or federal penalty taxes to the distribution.

Section 12.14 Determination of Required Minimum Distributions

I encourage the Trustee to seek the advice of a competent CPA, attorney, investment counselor or manager, or financial advisor and not to rely on the retirement account administrator, Trustee, or custodian to determine the required minimum distributions or any other federal or state tax issues associated with any qualified retirement plan assets payable to this trust.

Section 12.15 Trust Accounting

Except to the extent required by law, the Trustee is not required to file accountings in any jurisdiction. During my lifetime, if I am not serving as Trustee, the Trustee must provide an accounting to me at least annually. If I am incapacitated the Trustee must provide the accounting to my spouse, unless waived by my spouse. If my spouse is deceased or incapacitated, then the Trustee must provide the accounting to my Legal Representative, unless waived by my Legal Representative. After my death, the Trustee must provide an annual accounting to the Qualified Beneficiaries of any trust created under this trust unless waived by the Qualified Beneficiaries.

The annual accounting must include the receipts, expenditures, and distributions of income and principal and the assets on hand for the accounting period. A copy of the federal fiduciary tax return filed for a trust during the accounting will satisfy this reporting requirement.

In the absence of fraud or obvious error, assent by all Qualified Beneficiaries to a Trustee's accounting will make the matters disclosed in the accounting binding and conclusive upon all persons, including those living on this date and those born in the future who have or will have a vested or contingent interest in the trust property. In the case of a Qualified Beneficiary who is a minor or incapacitated, the beneficiary's natural guardian or Legal Representative may give the assent required under this Section.

In all events, a beneficiary's Legal Representative may receive any notices and take any action on behalf of the beneficiary as to an accounting. If any beneficiary's Legal Representative fails to object to any accounting in writing within 60 days after the Trustee provides the accounting, the beneficiary's Legal Representative will be considered to assent to the accounting.

Section 12.16 Information to Beneficiaries

Privacy is an important issue to me. This Section defines the Trustee's duties to inform, account, and report to beneficiaries of various trusts created under this trust, and to other individuals during my lifetime and after my death. Except to the extent required by law, the Trustee is not required to comply with a request to furnish a copy of this trust to a Qualified Beneficiary at any time, and the Trustee is not required to send annual reports or

reports upon termination of the trust to any Permissible Distributee or Qualified Beneficiary who requests the report. If the Trustee decides, in the Trustee's sole and absolute discretion, to provide any information to a Permissible Distributee or Qualified Beneficiary, the Trustee may exclude any information that the Trustee determines is not directly applicable to the beneficiary receiving the information. Any decision by the Trustee to make information available to any beneficiary does not constitute an obligation to provide any information to any beneficiary in the future.

(a) Providing Information while I Am Alive and Not Incapacitated

I waive all duties of the Trustee to give notice, information, and reports to any Qualified Beneficiaries other than me while I am alive and able to effectively manage my financial resources. The Trustee is not required to keep Qualified Beneficiaries of any trust created under this trust other than me informed of the trust administration in any manner. Further, the Trustee is not required to respond to any request for information related to the trust administration from anyone who is not a Qualified Beneficiary, other than me.

(b) Providing Information If I Am Alive but Incapacitated, and after My Death

During any period that I am alive but incapacitated and after my death, the Trustee shall deliver any notice, information, or reports which would otherwise be required to be delivered to me or to a Qualified Beneficiary to the Trust Protector, if one is then serving. If no Trust Protector is then serving, the Trustee shall deliver any notice, information, or reports that would otherwise be required to be delivered to me or to a Qualified Beneficiary to a person designated by the Trustee. To preserve my privacy and the privacy of Qualified Beneficiaries under the trust, while I am alive, I request that the Trustee not provide any copies of the trust or any other information that may otherwise be required to be distributed to any beneficiary under Florida law to any beneficiary to whom the information is not directly relevant. Any then-serving Trust Protector or designated person may, in his or her sole and absolute discretion and without waiver, distribute copies of all or any part of the trust or other relevant information about the trust to one or more Qualified Beneficiaries or other interested parties during any period that I am incapacitated.

Section 12.17 Action of Trustees and Delegation of Trustee Authority

When I am not serving as a Trustee, if two Trustees are eligible to act with respect to a given matter, they must agree unanimously for action to be taken unless the express terms of the Trustees' appointment provide otherwise. If more than two Trustees are eligible to act with respect to a given matter, the Trustees must agree by majority for action to be taken.

If the Trustees are unable to agree on a matter for which they have joint powers, I request that the matter be settled by mediation and then by arbitration, if necessary, in accordance with the Uniform Arbitration Act. Each of the Trustees may select an arbiter, and these arbiters may select an additional arbiter if necessary to establish a majority decision. The decision of a majority of the arbiters will control with respect to the matter.

A nonconcurring Trustee may dissent or abstain from a decision of the majority. A Trustee will be absolved from personal liability by registering the dissent or abstention in the trust records. After doing so, the dissenting Trustee must then act with the other Trustees in any way necessary or appropriate to effect the majority decision.

Subject to the limitations set forth in Section 13.25, any Trustee may, by written instrument, delegate to any other Trustee the right to exercise any power, including a discretionary power, granted to the Trustee in this trust. During the time a delegation under this Section is in effect, the Trustee to whom the delegation is made may exercise the power to the same extent as if the delegating Trustee has personally joined in the exercise of the power. The delegating Trustee may revoke the delegation at any time by giving written notice to the Trustee to whom the power was delegated.

Section 12.18 Trustee May Disclaim or Release Any Power

Notwithstanding any provision of this trust to the contrary, any Trustee may relinquish any Trustee power in whole or in part, irrevocably or for any specified period of time, by a written instrument. The Trustee may relinquish a power personally or may relinquish the power for all subsequent Trustees.

Section 12.19 Trustee May Execute a Power of Attorney

The Trustee may appoint any individual or entity to serve as the Trustee's agent under a power of attorney to transact any business on behalf of the trust or any other trust created under this trust.

Section 12.20 Additions to Separate Trusts

If upon my death, or upon the termination of any trust created under this trust, a final distribution is to be made to a person who is the Primary Beneficiary of another trust established under this trust, and there is no specific indication whether the distribution is to be made in trust or outright, the Trustee shall make the distribution to the second trust instead of distributing the property to the beneficiary outright. For purposes of administration, the distribution will be treated as though it had been an original part of the second trust.

Section 12.21 Authority to Merge or Sever Trusts

The Trustee may merge a trust created under this trust with any other trust, if the two trusts contain substantially the same terms for the same beneficiaries and have at least one Trustee in common. The Trustee may administer the merged trust under the provisions of the instrument governing the other trust, and this trust will no longer exist if it merges into another trust. Accordingly, in the event another trust is merged into this trust or a trust

created under the provisions of this trust document, the Trustee may shorten the period during which this trust subsists to comply with Section 14.01, if necessary, to effect the merger. But if a merger does not appear feasible, the Trustee may consolidate the trusts' assets for purposes of investment and trust administration while retaining separate records and accounts for each respective trust.

The Trustee may sever any trust on a fractional basis into two or more separate and identical trusts, or may segregate a specific amount or asset from the trust property by allocating it to a separate account or trust. The separate trusts may be funded on a *non pro rata* basis, but the funding must be based on the assets' total fair market value on the funding date. After the segregation, income earned on a segregated amount or specific asset passes with the amount or asset segregated. The Trustee shall hold and administer each severed trust upon terms and conditions identical to those of the original trust.

Subject to the trust's terms, the Trustee may consider differences in federal tax attributes and other pertinent factors in administering the trust property of any separate account or trust, in making applicable tax elections and in making distributions. A separate trust created by severance must be treated as a separate trust for all purposes from the effective severance date; however, the effective severance date may be retroactive to a date before the Trustee exercises the power.

Section 12.22 Authority to Terminate Trusts

The Independent Trustee may terminate any trust created under this trust at any time, if the Independent Trustee, in its sole and absolute discretion, determines that administering a trust created under this trust is no longer economical. Once distributed, the Trustee will have no further responsibility with respect to that trust property. The Trustee will distribute the trust property from a terminated trust in this order:

to me, if I am then living;

if I am not then living, to my spouse, if then a trust beneficiary;

if I am not then living and my spouse is not then a trust beneficiary, to the beneficiaries then entitled to mandatory distributions of the trust's net income, in the same proportions; and then

if none of the beneficiaries are entitled to mandatory distributions of net income, to the beneficiaries then eligible to receive discretionary distributions of the trust's net income, in the amounts and shares the Independent Trustee determines.

Section 12.23 Discretionary Distribution to Fully Utilize Basis Increase upon Death of Beneficiary

To the extent I have permitted the Trustee to make distributions of principal to a trust beneficiary, the Independent Trustee may distribute as much of the trust's principal to the beneficiary as the Independent Trustee determines advisable so that, upon the beneficiary's death, his or her estate may utilize the basis increase allowed under Internal Revenue Code Section 1014 without causing an increase in the federal estate tax.

Before making a distribution of property under this Section, I request that the Trustee determine whether or not a good reason exists to retain the property in trust, such as whether the Trustee or the beneficiary might sell the property in the near future, as well as protection of the beneficiary from creditors, protection of the beneficiary from failed marriages, and protection of the asset for future generations. The Trustee has no liability to any beneficiary for any action or inaction by the Trustee under this Section, if made in good faith.

Section 12.24 Discretionary Distributions to Spouse

In addition to the distributions authorized in the preceding Section as well as in Article Eight, the Trustee, other than an Interested Trustee, in its sole and absolute discretion, may distribute principal of the Marital Trust under this trust to my spouse to assist my spouse in achieving my spouse's estate planning objectives, and may distribute principal of the Marital Trust to my spouse for any other purpose that the Trustee deems advisable and consistent with this intent.

Nothing contained in this Section requires, nor may the Trustee require, my spouse to transfer any distributions to third parties.

Section 12.25 Merger of Corporate Fiduciary

If any corporate fiduciary acting as the Trustee under this trust is merged with or transfers substantially all of its trust assets to another corporation, or if a corporate fiduciary changes its name, the successor will automatically succeed to the trusteeship as if that successor had been originally named a Trustee. No document of acceptance of trusteeship will be required.

Section 12.26 Funeral and Other Expenses of Beneficiary

Upon the death of an Income Beneficiary, the Trustee may pay the funeral expenses, burial or cremation expenses, enforceable debts, or other expenses incurred due to the death of the beneficiary from trust property. This Section only applies to the extent the Income Beneficiary has not exercised any testamentary power of appointment granted to the beneficiary under this trust.

The Trustee may rely upon any request by the deceased beneficiary's Legal Representative or family members for payment without verifying the validity or the amounts and without being required to see to the application of the payment. The Trustee may make decisions under this Section without regard to any limitation on payment of expenses imposed by statute or court rule and without obtaining the approval of any court having jurisdiction over the administration of the deceased beneficiary's estate.

Article Thirteen

The Trustee's Powers

Section 13.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this trust, the Trustee may exercise the powers granted by this trust without prior approval from any court, including those powers set forth under the laws of the State of Florida or any other jurisdiction whose law applies to this trust. The powers set forth in the powers of a fiduciary as established under Title 42, Florida Statutes, to include as well the provisions of the Prudent Investor Statute Chapter 518, Florida Statutes or any such similar Title or Statute as may apply to Trusts in the State of Florida are specifically incorporated into this trust.

The Trustee shall exercise the Trustee powers in the manner the Trustee determines to be in the beneficiaries' best interests. The Trustee must not exercise any power inconsistent with the beneficiaries' right to the enjoyment of the trust property in accordance with the general principles of trust law.

The Trustee may have duties and responsibilities in addition to those described in this trust. I encourage any individual or corporate fiduciary serving as Trustee to obtain appropriate legal advice if the Trustee has any questions concerning the duties and responsibilities as Trustee.

Section 13.02 Execution of Documents by the Trustee

The Trustee may execute and deliver any written instruments that the Trustee considers necessary to carry out any powers granted in this trust.

Section 13.03 Investment Powers in General

The Trustee may invest in any type of investment that the Trustee determines is consistent with the investment goals of the trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account the overall investment portfolio of the trust.

Without limiting the Trustee's investment authority in any way, I request that the Trustee exercise reasonable care and skill in selecting and retaining trust investments. I also request that the Trustee take into account the following factors in choosing investments:

- the potential return from the investment, both in income and appreciation;

- the potential income tax consequences of the investment;

- the investment's potential for volatility; and

- the role the investment will play in the trust's portfolio.

I request that the Trustee also consider the possible effects of inflation or deflation, changes

The Trustee may delegate his or her discretion to manage trust investments to any registered investment advisor or corporate fiduciary.

Section 13.04 Banking Powers

The Trustee may establish any type of bank account in any banking institutions that the Trustee chooses. If the Trustee makes frequent disbursements from an account, the account does not need to be interest bearing. The Trustee may authorize withdrawals from an account in any manner.

The Trustee may open accounts in the name of the Trustee, with or without disclosing fiduciary capacity, and may open accounts in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the account's fiduciary nature or refer to any trust or Trustee.

Section 13.05 Business Powers

If the trust owns or acquires an interest in a business entity, whether as a shareholder, partner, general partner, sole proprietor, member, participant in a joint venture, or otherwise, the Trustee may exercise the powers and authority provided for in this Section. The powers granted in this Section are in addition to all other powers granted to the Trustee in this trust.

The Trustee may act personally and independently with any business entity in which the trust has an interest, separate from any duties owed to the trust as the Trustee. This includes serving and receiving compensation for services as an officer, director, general partner, manager, or any other capacity for the business entity. The compensation the Trustee receives from this entity will not affect the compensation the Trustee may be entitled to for serving as the Trustee. The Trustee may exercise any voting power for any matter, whether the voting power is held as the Trustee or independently as a stockholder, officer, director, general partner, member, manager, or other capacity of the business entity. The Trustee may independently own, purchase, and sell an interest in a business entity owned by the trust. Any sale of a nonpublicly traded business interest between the Trustee and the trust must be approved and effected by an Independent Special Trustee.

Section 13.06 Contract Powers

The Trustee may sell at public or private sale, transfer, exchange for other property, and otherwise dispose of trust property for consideration and upon terms and conditions that the Trustee deems advisable. The Trustee may grant options of any duration for any sales, exchanges, or transfers of trust property.

The Trustee may enter into contracts, and may deliver deeds or other instruments, that the Trustee considers appropriate.

Section 13.07 Common Investments

For purposes of convenience with regard to the trust property's administration and

as the Trustee may use common funds for investment. When trust property is managed and invested in this manner, the Trustee will maintain records that sufficiently identify this trust's portion of the jointly invested assets.

Section 13.08 Digital Assets

The Trustee may take any action (including, without limitation, assuming or amending a terms-of-service agreement or other governing instrument) with respect to my Digital Assets, Digital Accounts or Digital Devices as the Trustee shall deem appropriate, and as shall be permitted under applicable state and Federal law. The Trustee may engage experts, consultants or any other third party, and may delegate authority to such experts, consultants or third parties, as necessary or appropriate to effectuate such actions with respect to my Digital Assets, Digital Accounts or Digital Devices, including, but not limited to, such authority as may be necessary or appropriate to access and secure my Digital Assets, Digital Accounts and Digital Devices, and to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization. This authority is intended to constitute "lawful consent" to any service provider to divulge the "content" of any electronic communication or record under the Stored Communications Act (currently codified as 18 U.S.C. §§ 2701 et seq.), the Computer Fraud and Abuse Act (currently codified as 18 U.S.C. § 1030), and any other state or federal law relating to Digital Assets, data privacy, or computer fraud, to the extent such lawful consent may be required. The Trustee shall be an "authorized user" for purposes of applicable computer-fraud and unauthorized-computer-access laws. The authority granted under this paragraph is intended to provide the Trustee with full authority to access (from any location or Digital Device, including remote computing services) and thereafter manage, handle, use, control, hold, modify, archive, transfer, distribute, dispose of and delete, my Digital Assets, Digital Accounts and Digital Devices, and my passwords and other electronic credentials associated with my Digital Assets, Digital Accounts and Digital Devices, as the Trustee deems appropriate in the Trustee's sole discretion, and to the maximum extent permitted under applicable state and Federal law, and shall not limit any authority granted to the Trustee under such laws. The authority granted under this paragraph is essential for access to my Digital Assets that are only accessible through my Digital Devices.

The following definitions and descriptions shall be construed as broadly as possible and shall apply under this instrument to the authority of the Trustee with respect to my Digital Assets, Digital Accounts and Digital Devices:

- (1) "Digital Assets" shall be any electronic record that is defined as a "Digital Asset" under the Florida Fiduciary Access to Digital Assets Act, Chapter 740, Florida Statutes, together with any and all files created, generated, sent, communicated, shared, received, or stored in the cloud or on the Internet or on a Digital Device, regardless of the ownership of the physical device upon which the digital item was created, generated, sent, communicated, shared,

- (ii) A "Digital Device" is a computing, digital storage or other type of electronic device that can create, generate, send, share, communicate, receive, store, display, or process information, including, without limitation, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, cameras, electronic reading devices, and any similar digital device which currently exists or may be developed as technology advances, or such comparable items and accounts as technology develops.
- (iii) For the purpose of illustration, and without limitation, Digital Assets and Digital Accounts shall include sent and received email, email accounts, social network content and accounts, social media content and accounts, gaming accounts, software licenses, text messages, documents, digital photographs, digital videos, digital music, digital albums, software, software licenses, computer programs, computer source codes, databases, file sharing accounts, financial accounts, banking accounts, ebooks or other web-hosted materials, health insurance records and accounts, health care records and accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web hosting accounts, tax preparation service accounts, online store and auction sites, online accounts and affiliate programs and other similar digital asset, which currently exists or may be developed as technology advances, or such comparable items and accounts as technology develops, including any words, characters, codes, or contractual rights necessary to access such items and accounts, regardless of the ownership of the Digital Device upon which the Digital Asset or Digital Account is stored or accessible.

If I have prepared a digital asset memorandum, which may be altered by me from time to time, with instructions concerning my Digital Assets, Digital Accounts and Digital Devices and their access, handling, distribution and disposition, I direct the Trustee and beneficiaries to follow my instructions as outlines in said digital asset memorandum.

Section 13.09 Environmental Powers

The Trustee may inspect trust property to determine compliance with or to respond to any environmental law affecting the property. For purposes of this trust, *environmental law* means any federal, state, or local law, rule, regulation, or ordinance protecting the environment or human health.

The Trustee may refuse to accept property if the Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to any Trustee.

The Trustee may use trust property to:

take remedial action to contain, clean up, or remove any hazardous substance including a spill, discharge, or contamination;

institute, contest, or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance;

comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement, or cleanup of any hazardous substance; and

employ agents, consultants, and legal counsel to assist the Trustee in these actions.

The Trustee is not liable for any loss or reduction in value sustained by the trust as a result of the Trustee's decision to retain property on which hazardous materials or substances requiring remedial action are discovered, unless the Trustee contributed to that loss through willful misconduct or gross negligence.

The Trustee is not liable to any beneficiary or to any other party for any decrease in the value of property as a result of the Trustee's actions to comply with any environmental law, including any reporting requirement.

The Trustee may release, relinquish, or disclaim any power held by the Trustee that the Trustee determines may cause the Trustee to incur individual liability under any environmental law.

Section 13.10 Farm, Ranch, and Other Agricultural Powers

The Trustee may retain, acquire, and sell any farm or ranching operation, whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of farm and ranch products, either by operating directly or indirectly with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; and acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries.

Section 13.11 Insurance Powers

The Trustee may purchase, accept, hold, and deal with as owner, insurance policies on my life, any beneficiary's life, or any person's life in whom any beneficiary has an insurable interest.

The Trustee may purchase disability, medical, liability, longterm health care and other insurance on behalf of and for the benefit of any beneficiary. The Trustee may purchase annuities and similar investments for any beneficiary.

The Trustee may execute or cancel any automatic premium loan agreement with respect to any policy, and may elect or cancel any automatic premium loan provision in a life insurance policy. The Trustee may borrow money to pay premiums due on any policy, either by borrowing from the company issuing the policy or from another source. The Trustee may assign the policy as security for the loan.

The Trustee may exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy to reduce the amount of a policy, to convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or extended-term insurance nonforfeiture option contained in a policy.

The Trustee may sell any policy at its fair market value to anyone having an insurable interest in the policy, including the insured.

The Trustee may exercise any other right, option, or benefit contained in a policy or permitted by the issuing insurance company.

Upon termination of the trust, the Trustee may transfer and assign the policies held by the trust as a distribution of trust property.

Section 13.12 Loans and Borrowing Powers

The Trustee may make loans to, or guarantee the borrowing of, any person including a beneficiary, as well as an entity, trust, or estate, for any term or payable on demand, and secured or unsecured.

The Trustee may encumber any trust property by mortgages, pledges, or otherwise, and may negotiate, refinance, or enter into any mortgage or other secured or unsecured financial arrangement, whether as a mortgagee or mortgagor. The term may extend beyond the trust's termination and beyond the period required for an interest created under this trust to vest in order to be valid under the rule against perpetuities.

The Trustee may enter into, negotiate, or modify the terms of any mortgage or any other secured or unsecured agreement granted in connection with any loan entered into by me individually or by any Trustee, and may release or foreclose on any mortgage or security interest payable to me or to the trust.

The Trustee may borrow money at interest rates and on other terms that the Trustee deems advisable from any person, institution, or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

The Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. The Trustee may accept deeds instead of foreclosing.

Section 13.13 Nominee Powers

The Trustee may hold real estate, securities, and any other property in the name of a nominee or in any other form, without disclosing the existence of any trust or fiduciary capacity.

Section 13.14 Oil, Gas and Mineral Interests

The Trustee may acquire, maintain, develop, and exploit, either alone or jointly with others, any oil, gas, coal, mineral, or other natural resource rights or interests.

The Trustee may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell, and exchange any of those rights and interests on terms and for a price that the Trustee deems advisable.

The Trustee may execute leases, pooling, unitization, and other types of agreements in connection with oil, gas, coal, mineral, and other natural resource rights and interests, even though the terms of those arrangements may extend beyond the trust's termination.

The Trustee may execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that it considers proper.

The Trustee may employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition, and development of any mineral interest, and may pay the cost of the services from the trust's principal and income.

Section 13.15 Payment of Property Taxes and Expenses

Except as otherwise provided in this trust, the Trustee may pay any property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments will be a charge against the trust property and will be paid by the Trustee out of income. If the income is insufficient, then the Trustee may make any payments of property taxes or expenses out of the trust property's principal. The Trustee's determination with respect to this payment will be conclusive on the beneficiaries.

Section 13.16 Purchase of Assets from and Loans to My Probate Estate

Upon my death, the Trustee may purchase at fair market value and retain in the form received any property that is a part of my probate or trust estate as an addition to the trust. In addition, the Trustee may make secured and unsecured loans to my probate or trust estate. The Trustee may not be held liable for any loss suffered by the trust because of the exercise of the powers granted in this Section.

The Trustee may not use any trust property for the benefit of my estate as defined in Code of Federal Regulations Title 26 Section 20.2042-1(b), unless the property is included in my gross estate for federal estate tax purposes.

Section 13.17 Qualified Real Property Valuation

The Independent Trustee has the power to amend the terms of a trust holding *qualified real property* as defined in Internal Revenue Code Section 2032A, in order to permit the qualified real property to qualify for special use valuation permitted under Section 2032A,

even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

Section 13.18 Qualified Tuition Programs

The Trustee may purchase tuition credits or certificates or make contributions to an account in one or more qualified tuition programs as defined under Internal Revenue Code Section 529 on a beneficiary's behalf for the purpose of meeting the beneficiary's qualified higher education expenses. With respect to an interest in any qualified tuition program, the Trustee may act as contributor, administering the interest by actions including:

- designating and changing the designated beneficiary of the interest in the qualified tuition program;
- requesting both qualified and nonqualified withdrawals;
- selecting among investment options and reallocating funds among different investment options;
- making rollovers to another qualified tuition program; and
- allocating any tax benefits or penalties to the beneficiaries of the trust.

Notwithstanding anything in this provision to the contrary, the designated beneficiary must always be a beneficiary of the trust from which the funds were distributed to establish the interest in the qualified tuition program. Investment in a qualified tuition program will not be considered a delegation of investment responsibility under any applicable statute or other law.

Section 13.19 Real Estate Powers

The Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve, and in general deal in and with real property in the manner and on the terms and conditions as the Trustee deems appropriate.

The Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements to, and abandon any real property.

The Trustee may manage real estate in any manner considered best, and may exercise all other real estate powers necessary to effect this purpose.

The Trustee may enter into contracts to sell real estate. The Trustee may enter into leases and grant options to lease trust property, even though the term of the agreement extends beyond the termination of any trusts established under this trust and beyond the period that is required for an interest created under this trust to vest in order to be valid under the rule against perpetuities. The Trustee may enter into any contracts, covenants, and warranty agreements that the Trustee deems appropriate.

Section 13.20 Residences and Tangible Personal Property

The Trustee may acquire, maintain, and invest in any residence for the beneficiaries' use and benefit, whether or not the residence is income producing and without regard to the proportion that the residence's value may bear to the trust property's total value, even if

retaining the residence involves financial risks that Trustees would not ordinarily incur. The Trustee may pay or make arrangements for others to pay all carrying costs of any residence for the beneficiaries' use and benefit, including taxes, assessments, insurance, maintenance, and other related expenses.

The Trustee may acquire, maintain, and invest in articles of tangible personal property, whether or not the property produces income. The Trustee may pay for the repair and maintenance of the property.

The Trustee is not required to convert the property referred to in this Section to income-producing property, except as required by other provisions of this trust.

The Trustee may permit any Income Beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that the Trustee determines, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

The Trustee is not liable for any depreciation or loss resulting from any decision to retain or acquire any property as authorized by this Section.

Section 13.21 Retention and Abandonment of Trust Property

The Trustee may retain any property constituting the trust at the time of its creation, at the time of my death, or as the result of the exercise of a stock option, without liability for depreciation or loss resulting from retention. The Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

The Trustee may hold property that is not income producing or is otherwise nonproductive if holding the property is in the best interests of the beneficiaries in the sole and absolute discretion of the Trustee. On the other hand, the Trustee will invest contributions of cash and cash equivalents as soon as reasonably practicable after the assets have been acquired by the trust.

The Trustee may retain a reasonable amount in cash or money market accounts to pay anticipated expenses and other costs, and to provide for anticipated distributions to or for the benefit of a beneficiary.

The Trustee may abandon any property that the Trustee considers of insignificant value.

Section 13.22 Securities and Brokerage Powers

The Trustee may buy, sell, trade, and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, and other securities of any kind and in any amount, including short sales.

The Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. The Trustee may have all securities registered in the name of the bank or trust company or in the name of the bank's nominee or trust company's nominee.

The Trustee may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for, and disburse any income, and generally to perform the duties and services incident to a custodian of accounts.

The Trustee may employ a broker-dealer as a custodian for securities held by the trust, and may register the securities in the name of the broker-dealer or in the name of a nominee; words indicating that the securities are held in a fiduciary capacity are optional. The Trustee may hold securities in bearer or uncertificated form, and may use a central depository, clearing agency, or book-entry system, such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York.

The Trustee may participate in any reorganization, recapitalization, merger, or similar transaction. The Trustee may exercise or sell conversion or subscription rights for securities of all kinds and descriptions. The Trustee may give proxies or powers of attorney that may be discretionary and with or without powers of substitution, and may vote or refrain from voting on any matter.

Section 13.23 Settlement Powers

The Trustee may settle any claims and demands in favor of or against the trust by compromise, adjustment, arbitration, or other means. The Trustee may release or abandon any claim in favor of the trust.

Section 13.24 Subchapter S Corporation Stock Provisions

During any period the trust is not treated as a grantor trust for tax purposes under Internal Revenue Code Section 671, this trust or any trust created under this trust may hold any S corporation stock held as a separate *Electing Small Business Trust*, or as a separate *Qualified Subchapter S Trust*, as provided in this Section.

For purposes of this Section, *S corporation stock* means all capital stock issued by a corporation (or other entity taxable as a corporation for federal income tax purposes) that is treated or is intended to be treated under Section 1361(a) as an *S corporation* for federal income tax purposes.

(a) Electing Treatment as an Electing Small Business Trust

If the Trustee elects under Internal Revenue Code Section 1361(e)(3) to qualify any portion of the trust as an *Electing Small Business Trust*, the Trustee shall:

- apportion a reasonable share of the unallocated expenses of all trusts created under this trust to the Electing Small Business Trust under the applicable provisions of the Internal Revenue Code and Treasury Regulations; and

- administer the trust as an Electing Small Business Trust, under Internal Revenue Code Section 1361(e).

(b) Electing Treatment as a Qualified Subchapter S Trust

If the current Income Beneficiary of the trust makes an election under Section 1361(d)(2) to qualify the trust as a Qualified Subchapter S Trust within the meaning of Section 1361(d)(3), the Trustee shall:

refer to the Qualified Subchapter S Trust using the same name as the trust to which the stock was originally allocated, plus the name of the current Income Beneficiary of the trust, followed by the letters QSST;

administer the Qualified Subchapter S Trust in accordance with the same provisions contained in the trust to which the Trustee allocated the S corporation stock, as long as the provisions of this Subsection control the trust administration to the extent that they are inconsistent with the provisions of the original trust; and

maintain the Qualified Subchapter S Trust as a separate trust held for the benefit of only one beneficiary as required in Section 1361(d)(3).

The Trustee shall recommend that the current Income Beneficiary of the trust make a timely election to cause federal tax treatment of the trust as a Qualified Subchapter S Trust.

(1) Current Income Beneficiary

The *current Income Beneficiary* of a Qualified Subchapter S Trust is the person who has a present right to receive income distributions from the trust to which the Trustee has allocated the S corporation stock. A Qualified Subchapter S Trust may have only one current Income Beneficiary.

If, under the terms of the trust, more than one person has a present right to receive income distributions from the trust originally holding the S corporation stock, the Trustee shall segregate the S corporation stock into separate Qualified Subchapter S Trusts for each of these people.

(2) Distributions

Until the earlier of the death of the current Income Beneficiary or the date on which the trust no longer holds any S corporation stock (the *QSST termination date*), the Trustee shall distribute at least annually all of the trust's *net income*, as defined in Internal Revenue Code Section 643(b) to the current Income Beneficiary.

The terms of the trust to which the S corporation stock was originally allocated govern distributions of principal from the Qualified Subchapter S Trust. But until the QSST

termination date, the Trustee may distribute principal only to the current Income Beneficiary of the Qualified Subchapter S Trust and not to any other person or entity.

If the Qualified Subchapter S Trust terminates during the lifetime of the current Income Beneficiary, the Trustee shall distribute all assets of the Qualified Subchapter S Trust to the current Income Beneficiary outright and free of the trust.

(3) Allocation of Income and Expenses

The Trustee shall characterize receipts and expenses of any Qualified Subchapter S Trust in a manner consistent with Internal Revenue Code Section 643(b).

(4) Trust Merger or Consolidation

Notwithstanding any other provision of this trust that may seem to the contrary, the Trustee may not merge any Qualified Subchapter S Trust with another trust's assets if doing so would jeopardize the qualification of either trust as a Qualified Subchapter S Trust.

(c) Governance of the Trusts

The following additional provisions apply to any separate trust created under this Section.

(1) Protection of S Corporation Status

The Trustee must not administer a trust holding S corporation stock in a manner that would cause the termination of the S corporation status of the entity whose stock is held as part of the trust. Therefore, during any period that the trust holds S corporation stock, the Trustee must construe the terms and provisions of this trust in a manner that is consistent with the trust qualifying as an Electing Small Business Trust or as a Qualified Subchapter S Trust. The Trustee must disregard any provision of this trust that cannot be so construed or applied.

(2) Methods of Distribution

The Trustee may not make distributions in a manner that would jeopardize the trust's qualification as an Electing Small Business Trust or as a Qualified Subchapter S Trust.

(3) Disposition of S Corporation Stock

If the Trustee believes the continuation of any trust would result in the termination of the S corporation status of any entity whose stock is held as a part of the trust property, the Trustee, other than an Interested Trustee, in addition to the

power to sell or otherwise dispose of the stock, has the power to distribute the stock to the person who is then entitled to receive the income from the trust.

Section 13.25 Limitation on the Trustee's Powers

All powers granted to Trustees under this trust or by applicable law are limited as set forth in this Section, unless explicitly excluded by reference to this Section. The limitations set forth in this Section do not apply to me.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may only make discretionary decisions when they pertain to a beneficiary's health, education, maintenance, and support as described under Internal Revenue Code Sections 2041 and 2514.

(b) Interested Trustee Prohibited from Acting

Whenever this trust specifically prohibits or limits an Interested Trustee from exercising discretion or performing an act, then any Interested Trustee serving as the Trustee is prohibited from participating in the exercise of that discretion or performance of that act. If there is no Trustee serving who is not an Interested Trustee, then an Independent Special Trustee may be appointed under the provisions of Section 3.08 to exercise the discretion or perform the act.

(c) Exclusive Powers of The Independent Trustee

Whenever a power or discretion is granted exclusively to the Independent Trustee, then any Interested Trustee who is then serving as the Trustee is prohibited from participating in the exercise of the power or discretion. If there is no Independent Trustee then serving, then an Independent Special Trustee may be appointed under the provisions of Section 3.08 to exercise the power or discretion that is exercisable only by the Independent Trustee.

(d) No Distributions in Discharge of Certain Legal Obligations

The Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove the Trustee, including that person's obligation of support.

(e) Insurance Policy on the Life of the Trustee

If the trust holds a policy that insures the life of a Trustee, that Trustee may not exercise any powers or rights with respect to the policy. Instead, a Co-Trustee or an Independent Special Trustee must exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current Income Beneficiaries (excluding the insured Trustee if he or she is a beneficiary) will select the Independent Special Trustee.

(f) Insurance Policy on a Beneficiary's Life

If the trust holds a policy that insures a beneficiary's life, the beneficiary, individually or as Trustee, may not exercise any power over the policy, its cash value, or its proceeds. This denial of power is intended to prevent an insured beneficiary from holding any power that would constitute an incident of ownership of the policy.

In addition, no distribution of income or principal to the insured beneficiary may be satisfied out of the policy's proceeds, cash value, or other economic benefit of the policy.

The limitations of this Subsection do not apply if, upon the beneficiary's death, the policy's proceeds would otherwise be included in the beneficiary's gross estate for federal estate tax purposes.

Article Fourteen

General Provisions

Section 14.01 Maximum Term for Trusts

Notwithstanding any contrary provisions and unless terminated earlier under other provisions of this trust, each trust created under this trust document will terminate at the expiration of the longest period that property may be held under this trust without violating the applicable rule against perpetuities.

If the applicable rule against perpetuities is determined by reference to the last death among a group of individuals living on the date of this trust, the group of individuals will consist of the descendants of my paternal and maternal grandparents and the descendants of my spouse's paternal and maternal grandparents who are living at the time of my death.

At that time, the remaining trust property will vest in and be distributed to the persons entitled to receive mandatory distributions of the trust's net income, in the same proportions. If none of the beneficiaries is entitled to mandatory distributions of net

income, the remaining trust property will vest in and be distributed to the beneficiaries entitled to receive discretionary distributions of the trust's net income, in equal shares.

Section 14.02 Spendthrift Provision

No beneficiary may assign, anticipate, encumber, alienate, or otherwise voluntarily transfer the income or principal of any trust created under this trust. In addition, neither the income nor the principal of any trust created under this trust is subject to attachment, bankruptcy proceedings or any other legal process, the interference or control of creditors or others, or any involuntary transfer.

This Section does not restrict a beneficiary's right to disclaim any interest or exercise of any power of appointment granted in this trust.

Section 14.03 Survivorship Presumption

If my spouse and I die under circumstances in which the order of our deaths cannot be established, I will be considered to have survived my spouse.

If any other beneficiary is living at my death, but dies within 30 days after my death, then the beneficiary will be considered to have predeceased me for this trust's purposes.

Section 14.04 Changing the Governing Law and Situs of Administration

At any time, the Trust Protector may change the governing law of the trust; change the situs of the administration of the trust; and remove all or any part of the property from one jurisdiction to another. The Trust Protector may elect, by filing an instrument with the trust records, that the trust will then be construed, regulated, and governed by the new jurisdiction's laws. The Trust Protector may take action under this Section for any purpose the Trust Protector considers appropriate, including the minimization of any taxes in respect of the trust or any trust beneficiary.

If considered necessary or advisable by the Trust Protector, the Trust Protector may appoint an Independent Trustee to serve as Trustee in the new situs.

If necessary and if the Trust Protector does not appoint an Independent Trustee within 30 days of the Trust Protector's action to change the governing law or situs of the trust, the beneficiaries entitled to receive distributions of the trust's net income may appoint a corporate fiduciary in the new situs by majority consent. If a beneficiary is a minor or is incapacitated, the beneficiary's parent or Legal Representative may act on the beneficiary's behalf.

Section 14.05 Definitions

For purposes of this trust, the following terms have these meanings:

(a) Accumulation Trust

The term *accumulation trust* means any see-through trust that is not a conduit trust.

(b) Adopted and Afterborn Persons

A person in any generation who is legally adopted before reaching 18 years of age and his or her descendants, including adopted descendants, have the same rights and will be treated in the same manner under this trust as natural children of the adopting parent. A person is considered legally adopted if the adoption was legal at the time when and in the jurisdiction in which it occurred.

A fetus *in utero* later born alive will be considered a person in being during the period of gestation.

(c) Conduit Trust

The term *conduit trust* means a see-through trust, the terms of which provide that, with respect to the deceased employee's interest in the plan, all distributions will, upon receipt by the trustee, be paid directly to, or for the benefit of, specified beneficiaries.

(d) Descendants

The term *descendants* means persons who directly descend from a person, such as children, grandchildren, or great-grandchildren. The term *descendants* does not include collateral descendants, such as nieces and nephews.

(e) Designation Date

The term *designation date* means September 30 of the calendar year following the year of my death, or any other date established by Treasury Regulations or other tax law authority as the final date for determining whether this trust meets the requirements for the trust beneficiaries to be treated as having been designated as beneficiaries under Internal Revenue Code Section 401(a)(9).

(f) Education

The term *education* is intended to be an ascertainable standard under Internal Revenue Code Sections 2041 and 2514 and includes:

- enrollment at private elementary, junior, and senior high school, including boarding school;

- undergraduate and graduate study in any field at a college or university;

- specialized, vocational, or professional training or instruction at any institution, as well as private instruction; and

- any other curriculum or activity that the Trustee considers useful for developing a beneficiary's abilities and interests

including athletic training, musical instruction, theatrical training, the arts, and travel.

The term *education* also includes expenses such as tuition, room and board, fees, books, supplies, computers and other equipment, tutoring, transportation, and a reasonable allowance for living expenses.

(g) Good Faith

For the purposes of this trust, a Trustee has acted in good faith if:

an action or inaction is not a result of intentional wrongdoing;

the Trustee did not make the decision to act or not act with reckless indifference to the beneficiaries' interests; and

an action or inaction does not result in an improper personal benefit to the Trustee.

Further, all parties subject to the provisions of this trust will treat any action or inaction made in reliance on information, consent, or directions received from the Personal Representative of my estate as made in good faith for the purposes of this Section, except for cases of willful misconduct or malfeasance on the Trustee's part.

(h) Grantor

Grantor has the same legal meaning as *Settlor*, *Trustor* or any other term referring to the maker of a trust.

(i) Incapacity

Except as otherwise provided in this trust, a person is considered incapacitated in any of the following circumstances.

(1) The Opinion of Two Licensed Physicians

An individual is considered to be incapacitated whenever two licensed physicians give the opinion that the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age; illness; use of prescription medications, drugs, or other substances; or any other cause. If an individual whose capacity is in question refuses to provide necessary documentation or otherwise submit to examination by licensed physicians, that individual will be considered incapacitated.

An individual is considered restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual is considered incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent, or legally incapacitated.

(3) Detention, Disappearance, or Absence

An individual is considered to be incapacitated whenever he or she cannot effectively manage his or her property or financial affairs due to the individual's unexplained disappearance or absence for more than 30 days, or whenever he or she is detained under duress.

An individual's disappearance, absence, or detention under duress may be established by an affidavit of the Trustee, or by the affidavit of any beneficiary if no Trustee is then serving. The affidavit must describe the circumstances of the individual's disappearance, absence, or detention, and may be relied upon by any third party dealing in good faith with the Trustee.

(j) Include, Includes, Including

In this document, the words include, includes, and including mean include without limitation, includes without limitation and including without limitation, respectively. Include, includes, and including are words of illustration and enlargement, not words of limitation or exclusivity.

(k) Income Beneficiary

The term *Income Beneficiary* means any beneficiary who is then entitled to receive distributions of the trust's net income, whether mandatory or discretionary.

Unless otherwise provided in this trust, the phrase *majority of the Income Beneficiaries* means any combination of Income Beneficiaries who would receive more than 50% of the accrued net income if that income were distributed on the day of a vote. For purposes of this calculation, beneficiaries who are eligible to receive discretionary distributions of net income receive the imputed income in equal shares.

References to a *majority* refer to a majority of the entire trust collectively until the Trustee allocates property to separate trusts or trust shares. After the Trustee allocates property to separate trusts or trust shares, references to a *majority* refer to a majority of each separate trust or trust share.

(l) Income in Respect of a Decedent (IRD)

The term *income in respect of a decedent* (IRD) means income received after a decedent's death that would have been taxable to the decedent if the income had been received by the decedent during the decedent's lifetime.

For example, payments under qualified retirement plans and other deferred compensation arrangements are IRD. For purposes of this trust, IRD means any income that would be classified as IRD under Internal Revenue Code Section 691(a).

(m) Independent Trustee

The term *Independent Trustee* means any Trustee who is not an Interested Trustee as defined in Subsection (o) and includes an Independent Special Trustee appointed under the provisions of Section 3.08.

(n) Instrument

The term *this instrument* means this trust, and includes all trusts created under the terms of this trust.

(o) Interested Trustee

The term *Interested Trustee* means a Trustee who:

- is a transferor or beneficiary;

- is related or subordinate to a transferor or beneficiary;

- can be removed and replaced by a transferor with either the transferor or a party who is related or subordinate to the transferor; or

- can be removed and replaced by a beneficiary with either the beneficiary or a party who is related or subordinate to the beneficiary.

For purposes of this Subsection, *transferor* means a person who transferred property to the trust during that person's lifetime, including a person whose disclaimer resulted in property passing to the trust. A person is only a transferor during his or her lifetime. *Beneficiary* means a person who is or may become eligible to receive income or principal from the trust under the terms of the trust, even if this person has only a remote contingent remainder interest in the trust, but not if the person's only interest is as a potential appointee under a power of appointment. *Related or subordinate* is used as defined in Internal Revenue Code Section 672(c).

(p) Internal Revenue Code and Treasury Regulations

References to the *Internal Revenue Code* or to its provisions are to the Internal Revenue Code of 1986, as amended, and any corresponding Treasury Regulations. References to the *Treasury Regulations*, are to the Treasury Regulations under the Internal Revenue Code in effect. If a particular provision of the Internal Revenue Code is renumbered or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference is considered to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would

clearly be contrary to my intent as expressed in this trust. The same rule applies to references to the Treasury Regulations.

(q) Legal Representative or Personal Representative

As used in this trust document, the term *Legal Representative* or *Personal Representative* means a person's guardian, conservator, executor, administrator, Trustee, attorney in fact under a Durable Power of Attorney, or any other person or entity representing a person or the person's estate. In the case of a minor beneficiary, the beneficiary's parent or another adult with custody of the beneficiary, except for any transferor to a trust created under this instrument, will be considered the beneficiary's Legal Representative for purposes of this trust.

(r) Per Stirpes

Whenever a distribution is to be made to a person's descendants *per stirpes*, the distribution will be divided into as many equal shares as there are then-living children and deceased children who left then-living descendants. Each then-living child will receive one share, and the share of each deceased child will be divided among the deceased child's then-living descendants in the same manner.

(s) Permissible Distributee

"Permissible Distributee" means a beneficiary who is currently eligible to receive distributions of trust income or principal, whether the distribution is mandatory or discretionary.

(t) Primary Beneficiary

The *Primary Beneficiary* of a trust created under this trust is that trust's oldest Income Beneficiary, unless some other individual is specifically designated as the Primary Beneficiary of that separate trust.

(u) Qualified Beneficiary

"Qualified Beneficiary" means a beneficiary who, on the date the beneficiary's qualification is determined:

- (1) is a distributee or Permissible Distributee of trust income or principal;
- (2) would be a distributee or Permissible Distributee of trust income or principal if the interests of the distributees described in subparagraph (1) terminated on that date; or
- (3) would be a distributee or Permissible Distributee of trust income or principal if the trust terminated on that date.

(v) Qualified Retirement Benefits

The term *qualified retirement plan* means a plan qualified under Internal Revenue Code Section 401, an individual retirement arrangement under Section 408 or Section 408A, or a tax-sheltered annuity under Section 403. The term *qualified retirement benefits* means the amounts held in or distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403, or any other benefit subject to the distribution rules of Section 401(a)(9).

(w) See-Through Trust

The term *see-through trust* means a trust that is designated as the beneficiary of an employee under a qualified retirement plan and meets certain requirements of the Treasury Regulations, the effect of which is that certain beneficiaries of the trust that are not disregarded are treated as having been designated as beneficiaries of the employee under the qualified retirement plan.

(x) Shall and May

Unless otherwise specifically provided in this trust or by the context in which used, I use the word *shall* in this trust to impose a duty, command, direct, or require, and the word *may* to allow or permit, but not require. In the context of the Trustee, when I use the word *shall* I intend to impose a fiduciary duty on the Trustee. When I use the word *may* I intend to empower the Trustee to act with the Trustee's sole and absolute discretion unless otherwise stated in this trust. When I use the words *may not* in reference to the Trustee, I specifically mean the Trustee *is not permitted to*.

(y) Trust

The terms *this trust*, *this document*, *instrument*, and *this trust document* refer to this trust and all trusts created under the terms of this trust.

(z) Trustee

The terms *the Trustee* and *Trustee* refer to the Initial Trustee named in Article One and to any successor, substitute, replacement, or additional person, corporation, or other entity that ever acts as the Trustee of any trust created under the terms of this trust. The term *Trustee* refers to singular or plural as the context may require.

(aa) Trust Property

The term *trust property* means all property acquired from any source and held by a Trustee under this trust.

Section 14.06 General Provisions and Rules of Construction

The following general provisions and rules of construction apply to this trust.

(a) Multiple Originals; Validity of Paper or Electronic Copies

This trust may be executed in any number of counterparts, each of which will be considered an original.

Any person may rely on a paper or electronic copy of this trust that the Trustee certifies to be a true copy as if it were an original.

(b) Singular and Plural; Gender

Unless the context requires otherwise, singular words may be construed as plural, and plural words may be construed as singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires.

(c) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this trust are included solely for the convenience of the reader. They have no significance in the interpretation or construction of this trust.

(d) Governing State Law

This trust is governed, construed, and administered according to the laws of Florida, as amended except as to trust property required by law to be governed by the laws of another jurisdiction and unless the situs of administration is changed under Section 14.04.

(e) Notices

Unless otherwise stated, any notice required under this trust will be in writing. The notice may be personally delivered with proof of delivery to the party requiring notice and will be effective on the date personally delivered. Notice may also be mailed, postage prepaid, by certified mail with return receipt requested to the last known address of the party requiring notice. Mailed notice is effective on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If the party requiring notice is a minor or incapacitated individual, notice will be given to the parent or Legal Representative.

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