

D24000000061

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

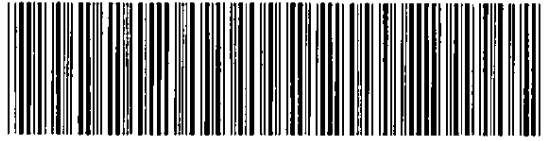
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800439127758

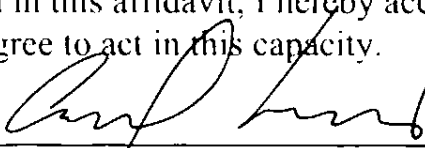
FILED
2024 NOV -6 AM 7:41
CLERK OF STATE
TALLAHASSEE, FLORIDA

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY

THOLT FAMILY TRUST
A Grantor TRUST

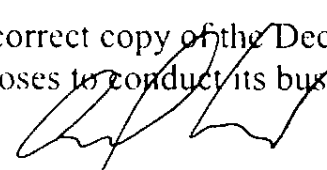
In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of THOLT FAMILY TRUST, a
(Name of Trust)
FLORIDA Trust hereby affirms in order to file or qualify
(State)
THOLT FAMILY TRUST in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 731 MYRTLE TERRACE,
NAPLES, FL, 34103
3. The registered agent and street address in the State of Florida is:
CARLOS THOLT AT 731 MYRTLE
TERRACE, NAPLES, FL, 34103
4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.



(Signature of Registered Agent)

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



Name: CARLOS THOLT
Chairman of the Board of Trustees

NOTARY

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



THRELKELD LAW, P.A.

REAL ESTATE • TITLE INSURANCE • BUSINESS LAW
WILLS, TRUSTS & ESTATES

THOLT FAMILY TRUST

January 27, 2023

Prepared By:

T. Hunter Stahl, Esq.

Attorney at Law

THRELKELD LAW, P.A.

3003 Tamiami Trail North, Suite 400

Naples, Florida 34103

Phone: (239) 234-5034

Facsimile: (239) 443-4600

E-mail: info@napleslegal.net

Tholt Family Trust

Table of Contents

Article One	Establishing Our Trust 1
Section 1.01	Identifying Our Trust1
Section 1.02	Third-Party Reliance on Affidavit or Certification of Trust1
Section 1.03	Transferring Property to Our Trust1
Section 1.04	Distributions of Income and Principal2
Section 1.05	Powers Reserved by Us as Grantors2
 Article Two	 Family Information 3
Section 2.01	Marital Status3
Section 2.02	Our Children and Descendants3
 Article Three	 Trustee Succession 4
Section 3.01	Definition of Incapacity4
Section 3.02	Trustee Succession During Incapacity4
Section 3.03	Trustee Succession After Death4
Section 3.04	Trustee Resignation, Removal, and Appointment4
Section 3.05	Prohibition Against SNT Beneficiary Serving as Trustee5
 Article Four	 Administration of Our Trust During Incapacity 6
Section 4.01	Definition of Our Incapacity6
Section 4.02	Distributions for the Incapacitated Spouse’s Benefit6
Section 4.03	Intent to Return Home7
Section 4.04	Distributions for Gifting Purposes7
Section 4.05	Distributions for the Other Spouse and Dependents7
Section 4.06	Guidance for Our Trustee8
Section 4.07	No Further Duties8
 Article Five	 Administration Upon the Death of Either of Us 8
Section 5.01	Irrevocability and Termination of Spousal Interest8
Section 5.02	Payment of Our Claims and Expenses8
 Article Six	 Specific Distributions and Tangible Personal Property 9
Section 6.01	Specific Gift of Residence to Survivor9
Section 6.02	Distribution of Tangible Personal Property by Memorandum9

Section 6.03	Definition of Tangible Personal Property	9
Section 6.04	Ademption.....	9
Section 6.05	Incidental Expenses and Encumbrances	10
Article Seven	Division of Our Trust Estate.....	10
Article Eight	Survivor's Trust	10
Section 8.01	Amendment, Restatement, or Revocation	10
Section 8.02	Distribution of Income and Principal.....	11
Section 8.03	General Power of Appointment	11
Section 8.04	Administration Following the Surviving Spouse's Death	11
Article Nine	Residuary to Named Beneficiaries	11
Section 9.01	Division of Our Residuary Trust Estate.....	11
Section 9.02	Distribution of the Share for Giulia C. Tholt.....	12
Section 9.03	Distribution of the Share for Bruna C. Tholt.....	12
Section 9.04	Distribution of the Share for Theo Tholt	12
Section 9.05	Funding Shares on a Non-Pro Rata Basis	12
Article Ten	Remote Contingent Distribution.....	12
Article Eleven	Supplemental Needs Trust.....	13
Section 11.01	Distributions of Income and Principal	13
Section 11.02	Definition of Supplemental Needs.....	14
Section 11.03	Objective to Promote Independence of Beneficiary	15
Section 11.04	Not Available Resource to Beneficiary	15
Section 11.05	Distribution Guidelines.....	16
Section 11.06	Use of Care Manager	16
Section 11.07	No Seeking of Order to Distribute	18
Section 11.08	Indemnification of Trustee When Acting in Good Faith	18
Section 11.09	Termination and Distribution of Supplemental Needs Trust.....	18
Section 11.10	Distribution Upon the Death of Beneficiary	19
Section 11.11	Waiver of Court Invasion of Principal.....	19
Section 11.12	Prohibition Against Beneficiary Serving as Trustee.....	19
Section 11.13	Limitation on Power to Remove and Replace Trustee	19
Section 11.14	No General Power of Appointment	19
Section 11.15	Application of Article	19

Article Twelve	Administration of Trusts for Underage and Incapacitated Beneficiaries.....	20
Section 12.01	Distributions for Underage and Incapacitated Beneficiaries	20
Section 12.02	Methods of Distribution.....	20
Article Thirteen	Trust Administration, Trustee Powers, and Trust Protector Provisions.....	21
Section 13.01	Apportionment of Death Taxes.....	21
Section 13.02	Distributions to Beneficiaries	21
Section 13.03	No Court Proceedings	21
Section 13.04	No Bond	21
Section 13.05	Trustee Exoneration	21
Section 13.06	Trustee Compensation	21
Section 13.07	Exercise of Testamentary Power of Appointment	22
Section 13.08	Determination of Principal and Income	22
Section 13.09	Appointment of Independent Trustee	22
Section 13.10	Funeral and Other Expenses of Beneficiary	22
Section 13.11	Trust Accounting	23
Section 13.12	Action of Cotrustees	23
Section 13.13	Trustee Authority to Disclaim or Release Powers	24
Section 13.14	Appointment of a Cotrustee	24
Section 13.15	Appointment of Agent	24
Section 13.16	Additions to Separate Trusts.....	24
Section 13.17	Authority to Terminate Trusts	24
Section 13.18	Beneficiary's Status	25
Section 13.19	Generation-Skipping Transfer Tax Considerations	25
Section 13.20	Lending Powers	25
Section 13.21	Our Trustee's Powers.....	26
Section 13.22	Waiver of Court-Ordered Invasion of Principal	26
Section 13.23	Provisions for Trust Protector.....	26
Article Fourteen	General Provisions	30
Section 14.01	Maximum Term for Trusts.....	30
Section 14.02	Spendthrift Provision	30
Section 14.03	Survivorship Presumption.....	30
Section 14.04	Changing the Governing Law and Situs of Administration	31
Section 14.05	Definitions.....	31
Section 14.06	General Provisions and Rules of Construction.....	36

Tholt Family Trust

Article One Establishing Our Trust

The date of this revocable trust agreement is January 27, 2023. The parties to this agreement are Carlos A. Tholt De Vasconcellos and Tatiana F. Tholt (the "Grantors") and Carlos A. Tholt De Vasconcellos and Tatiana F. Tholt (our "Trustees").

By this agreement, we 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 agreement is administered.

Section 1.01 Identifying Our Trust

Our trust is called the "Tholt Family Trust." However, the following format should be used for taking title to assets: "Carlos A. Tholt De Vasconcellos and Tatiana F. Tholt, Trustees of the Tholt Family Trust, dated January 27, 2023, and any amendments thereto."

During any period that our trust is a Grantor Trust, the taxpayer identification number of our trust may be either of our Social Security numbers, in accordance with Treasury Regulation Sections 301.6109-1(a)(2)(i)(B), 1.671-4(b)(8) and 1.671-4(b)(2)(i)(A).

Section 1.02 Third-Party Reliance on Affidavit or Certification of Trust

Our Trustees may provide an affidavit or certification of trust to third parties in lieu of providing a copy of this agreement. Third parties are exonerated from any liability for acts or omissions in reliance on the affidavit or certification of trust, and for the application that our Trustees make of funds or other property delivered to our Trustees.

Section 1.03 Transferring Property to Our Trust

By execution of this agreement, we transfer, convey, and assign to our Trustee, the trust property described on Schedules A, B, and C, attached to this agreement, and our Trustee accepts and agrees to hold such property under the terms of this agreement. Our Trustee may accept any additional property transferred to our trust, at any time, including as the result of a beneficiary designation.

To the extent Florida law allows, any joint tenancy interest conveyed to our trust will sever the joint tenancy, creating a separate property interest.

All separate property conveyed to our trust will retain its character as separate property to the same extent as if it had not been conveyed to our trust.

To the extent Florida law allows, all community property conveyed to our trust will retain its character as community property to the same extent as if it had not been conveyed to our trust.

To the extent Florida law allows, all tenancy by the entirety property conveyed to our trust will retain its character as tenancy by the entirety property to the same extent as if it had not been conveyed to our trust.

Our rights to the income from trust property and our rights to the proceeds from the sale of trust property will be characterized according to Florida law, except to the extent that we have modified those rights.

Section 1.04 Distributions of Income and Principal

While we are both living, our Trustee will distribute to or for the benefit of either or both of us, as much of the income and principal of our community property as we jointly demand, or, in the absence of a demand, as much as our Trustee determines, in our Trustee's discretion.

In addition, our Trustee will distribute to or for the benefit of the one of us who demands it, as much of the income and principal of his or her separate property as demanded, or, in the absence of a demand, as much as our Trustee determines, in our Trustee's discretion.

Section 1.05 Powers Reserved by Us as Grantors

Each of us retains the powers set forth in this Section in addition to any powers that we reserve in other provisions of this agreement.

(a) Our Permanent Residence

In order to claim homestead exemption rights under Section 196.031, Florida Statutes, each of us may use, possess, and occupy any real property that may be owned by the trust. Our 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.

We currently reside in the real property located at 731 Myrtle Terrace, Naples, Florida, which property is designated as our Homestead under Florida law. It is our intention that the transfer of the aforementioned property into this trust shall in no way diminish the property's status as Homestead property under Florida's Homestead laws. Our Trustee shall take any and all actions necessary to maintain the status of the property located at 731 Myrtle Terrace, Naples, Florida, as Homestead property, including any successor property which may qualify as our Homestead under Florida law.

(b) Action on Behalf of Our Trust

During any period that both of us are alive and both or either of us is serving as a Trustee of our trust, we may act on behalf of our trust without the consent of any other Trustee, including each other.

After one of us has died, the ability of the survivor of us to act on behalf of our trust will be subject to the other provisions of this agreement.

(c) Amendment, Restatement, or Revocation

By a signed writing, both of us, acting jointly, may amend, restate, or revoke this agreement, in whole or in part, as it relates to any trust property, and each of us, acting alone, may:

- (i) amend, restate, or revoke this agreement, in whole or in part, as it relates to the acting spouse's separate property;
- (ii) amend or restate this agreement, in whole or in part, as it relates to the acting spouse's half of the community property, so long as it does not affect either of our rights and interests in the community property; and
- (iii) amend this agreement to designate Trustees to replace the acting spouse as Trustee.

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

(d) Addition or Removal of Trust Property

Either of us may add property to our trust. Both of us, acting jointly, may remove any property from our trust, and each of us, acting alone, may remove his or her separate property from our trust.

(e) Approval of Investment Decisions

Either of us may review and change our Trustee's investment decisions; however, our Trustee is not required to seek our approval before making investment decisions.

Article Two Family Information

Section 2.01 Marital Status

We are married to each other.

Section 2.02 Our Children and Descendants

We have three children: Theo Tholt, Giulia C. Tholt, and Bruna C. Tholt. All references in this agreement to "our children" include all of these children, whether living or deceased, including those who are not our joint biological or adopted children.

References to "our descendants" are to our children and their descendants.

Article Three Trustee Succession

Section 3.01 Definition of Incapacity

For purposes of this Article, any person, including either of us, is considered incapacitated if the requirements of Section 14.05(g) are satisfied.

Section 3.02 Trustee Succession During Incapacity

If Carlos A. Tholt De Vasconcellos is incapacitated, we appoint the following, in the order named, to serve as Trustee of our trust, replacing the serving Trustee:

- First: Tatiana F. Tholt
- Second: Giulia C. Tholt
- Third: Julia Fritsch

If Tatiana F. Tholt is incapacitated, we appoint the following, in the order named, to serve as Trustee of our trust, replacing the serving Trustee:

- First: Carlos A. Tholt De Vasconcellos
- Second: Giulia C. Tholt
- Third: Julia Fritsch

Section 3.03 Trustee Succession After Death

After Carlos A. Tholt De Vasconcellos's death, we appoint the following, in the order named, to serve as Trustee of our trust, replacing the serving Trustee, and over any trust created under this agreement:

- First: Tatiana F. Tholt
- Second: Giulia C. Tholt
- Third: Julia Fritsch

After Tatiana F. Tholt's death, we appoint the following, in the order named, to serve as Trustee of our trust, replacing the serving Trustee, and over any trust created under this agreement:

- First: Carlos A. Tholt De Vasconcellos
- Second: Giulia C. Tholt
- Third: Julia Fritsch

Section 3.04 Trustee Resignation, Removal, and Appointment

If either of us is serving as Trustee, we may resign and appoint a replacement at any time. Any other Trustee may resign by giving notice to either of us, or if we are both

- (iii) if either of us is incapacitated, the person acting as his or her agent under a power of attorney for property;
- (iv) the Trust Protector;
- (v) if either of us is incapacitated, the person court-appointed for him or her as Conservator; or
- (vi) a court, upon petition by a beneficiary, so long as the court does not acquire jurisdiction over the trust in excess of that necessary for the action requested.

Anyone listed may act and may negate the actions of those further down in the list. A primary beneficiary may not be self-appointed as Trustee. A Trust Protector may not be self-appointed as Trustee and may not simultaneously serve as Trust Protector and Trustee.

The right to remove a Trustee under this Section may not be deemed to grant to any person holding that right any of the powers of that Trustee. If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

The replacement of a Trustee under this Section 3.04 does not invoke the Trustee succession provisions of Section 3.02 or Section 3.03, rather the name of the appointed Trustee under this Section replaces the name of the removed Trustee under the Trustee succession provisions.

Notice of removal must be in writing and delivered to the Trustee being removed, to any other Trustees then serving, and to the primary beneficiary of the trust. The removal will become effective according to the provisions of the written notice.

Notice of appointment must be in writing and delivered to the appointed Trustee, to any other Trustees then serving, and to the primary beneficiary of the trust. The appointment will become effective at the time of acceptance by the appointed Trustee.

Other than either of us and anyone who otherwise has a then-exercisable general power of appointment over the trust in question, if any person holding the power to remove and replace a Trustee or fill a Trustee vacancy is a transferor or beneficiary (as defined in Section 14.05(j)) of the trust in question, then a replacement Trustee or a Trustee to fill a vacancy must not be related or subordinate to the person within the meaning of Section 672(c) of the Internal Revenue Code; and if a Trustee is removed and a replacement Trustee is appointed, the replacement Trustee must commence service simultaneously with the removal of the removed Trustee.

Section 3.05 Prohibition Against SNT Beneficiary Serving as Trustee

Notwithstanding any other provision of this agreement, under no circumstances may the beneficiary of a share of our trust estate that is being administered pursuant to the terms of Article Eleven, entitled "Supplemental Needs Trust," serve as Trustee of that share.

Article Four

Administration of Our Trust During Incapacity

While either of us is incapacitated, our Trustee will administer our trust and distribute its net income and principal as provided in this Article.

Section 4.01 Definition of Our Incapacity

For purposes of this Article, either of us is considered incapacitated if we are unable to effectively manage our property or financial affairs because of age, illness, mental disorder, dependence on prescription medications or other substances, or any other cause, as determined by our Trustee, in our Trustee's discretion.

Section 4.02 Distributions for the Incapacitated Spouse's Benefit

Our Trustee may make distributions for the incapacitated spouse's benefit to any one or more of the following:

- (i) the incapacitated spouse, but only if he or she is able to manage the distributions;
- (ii) other persons and entities for the incapacitated spouse's use and benefit;
- (iii) the person acting as the incapacitated spouse's agent under a power of attorney for property; and
- (iv) the person court-appointed for the incapacitated spouse as Conservator.

Our Trustee will distribute income and principal from our community property and the incapacitated spouse's separate property for the incapacitated spouse's general welfare and comfort. In particular, our Trustee may make distributions for any of the following:

(a) If the Incapacitated Spouse is Hospitalized

Our Trustee may make distributions to ensure that the incapacitated spouse has a level of care beyond that which would ordinarily be provided in a hospital. For example, our Trustee may pay for a private room or other more luxurious accommodations in the hospital. In addition, our Trustee may make distributions to pay for registered or practical nurses, or other caregivers, as appropriate to supplement the regular level of hospital care.

(b) If the Incapacitated Spouse Requires Home Care

Each of us prefers to remain in our own home and receive care at home as long as reasonably possible. Our Trustee may make distributions to pay for aides, caregivers, nursing care, home improvements, and medical equipment that may be required for the incapacitated spouse's care or to assist with daily living and to ensure that the incapacitated spouse can independently and safely live at home.

(c) If Assisted Living or Nursing Home is Required

If it is no longer safe or reasonable for the incapacitated spouse to receive care in our home, our Trustee may make distributions to pay for the incapacitated spouse's care in an assisted living facility, nursing home, or other residential-care facility. Our Trustee will personally monitor, or will hire, at the expense of the trust, a care manager or other qualified person who will monitor, or supervise the monitoring of the incapacitated spouse's care to ensure that he or she is receiving the highest quality of care in the most comfortable surroundings reasonably available.

(d) Caregivers to be Hired as Needed

If either of us requires assistance with our activities of daily living, whether at home, in an assisted living facility, nursing home, or other facility, our Trustee may use trust assets to hire supplemental nurses, aides, hospice, or other caregivers.

(e) Spiritual Needs

Our Trustee may provide for the involvement of clergy or spiritual leaders in our care. Our Trustee may make distributions to pay for our memberships in religious or spiritual organizations. Also, our Trustee may arrange and pay for participation in activities of those organizations to derive comfort and spiritual satisfaction.

Section 4.03 Intent to Return Home

If either of us requires care that prevents us from living at home, it is our intent to return home, regardless of the prognosis for being able to do so.

Section 4.04 Distributions for Gifting Purposes

Our Trustee may make gifts to the nonincapacitated spouse and to the incapacitated spouse's descendants, including our Trustee, in order to carry out the incapacitated spouse's estate and long term care planning objectives.

Section 4.05 Distributions for the Other Spouse and Dependents

Our Trustee may distribute as much trust income and principal from our community property and the incapacitated spouse's separate property, as our Trustee deems necessary for the health, education, maintenance, or support of the other spouse and other persons dependent on the incapacitated spouse for support.

When making distributions under this Section, our Trustee, in our Trustee's discretion, may make unequal distributions, distributions to some but not all beneficiaries, or no distributions at all.

A distribution made to a beneficiary under this Section is not an advance and will not be charged against any share that may be distributable to the beneficiary under any other provision of this agreement.

Section 4.06 Guidance for Our Trustee

When making distributions under this Article, our Trustee will give equal consideration to the incapacitated spouse's needs and the needs of the other spouse, and then will consider the needs of those persons dependent on the incapacitated spouse for support.

Section 4.07 No Further Duties

Unless there are conflicting provisions of Florida law that are mandatory and may not be waived, during the time the trust is revocable and all persons holding the power to revoke or terminate the trust are incapacitated, the Trustee does not have duties in addition to those stated in the trust, such as notifying a beneficiary of any such person's incapacity or providing accountings or a copy of the trust agreement to a beneficiary. We hereby waive any contrary legal requirements.

Article Five Administration Upon the Death of Either of Us

Section 5.01 Irrevocability and Termination of Spousal Interest

Upon the death of the first of us, any principal, income, or beneficial interest that the survivor had in the deceased spouse's trust estate shall terminate; however, the survivor may still be a beneficiary under the provisions that follow.

Except for the Survivor's Trust, our trust will become irrevocable upon the death of the first of us, and our Social Security numbers may no longer be used to identify our trust. Our Trustee will apply for a separate Taxpayer Identification Number for our trust, as needed.

Section 5.02 Payment of Our Claims and Expenses

Our Trustee, in our Trustee's discretion, is authorized, but not directed, to pay:

- (i) expenses of the deceased spouse's last illness, funeral, and burial or cremation, including expenses of memorials and memorial services;
- (ii) legally enforceable claims against the deceased spouse or the deceased spouse's estate;
- (iii) expenses of administering our trust and the deceased spouse's estate; and
- (iv) court-ordered allowances for those dependent upon the deceased spouse.

No third party may enforce any claim or right to payment against our trust by virtue of this discretionary authority.

If payment would increase the federal estate tax due from the deceased spouse's estate, our Trustee may not pay any administrative expenses from assets passing to an organization that qualifies for the federal estate tax charitable deduction.

By authorizing our Trustee to make payments described in this Section, we do not thereby waive any statutory or common law exemption afforded to any asset from satisfaction of such payments (for example, from life insurance proceeds payable to our trust as exempted under sections 733.808(4) and 222.13(1), Florida Statutes).

Article Six

Specific Distributions and Tangible Personal Property

Section 6.01 Specific Gift of Residence to Survivor

Upon the death of the first of us, our Trustee will distribute any real property (including buildings and improvements) used by the survivor as his or her principal residence, to the survivor, in trust according to the provisions of Article Eight, entitled "Survivor's Trust." This gift includes insurance policies on the property and claims under the policies, and is subject to all liens and encumbrances against the property that exist at the death of the first of us.

If at the time of distribution, the survivor is a Supplemental Needs Person, then this gift will lapse and the property subject to this distribution will instead be distributed to the Trustee of the deceased spouse's estate named under his or her Last Will and Testament.

Section 6.02 Distribution of Tangible Personal Property by Memorandum

Our Trustee will distribute the tangible personal property that the deceased spouse has listed in a separate written memorandum to the people specified in the memorandum. If a listed item is insured, the person who receives the item will also receive the insurance policy and succeed to any claims under the policy. If there is a conflict among multiple memoranda, the latest memorandum will control.

While we are both living, we must execute any such written memorandum jointly. After the death of one of us, the survivor may execute a memorandum as it relates to assets of any trust over which the survivor has a general or limited power of appointment.

Section 6.03 Definition of Tangible Personal Property

For purposes of this Article, the term "tangible personal property" includes, but is not limited to, household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, personal wearing apparel and jewelry, books, sporting goods, and hobby paraphernalia. The term does not include any tangible property that our Trustee, in our Trustee's discretion, determines to be part of any business or business interest that either of us owns at death.

Section 6.04 Ademption

If property to be distributed under this Article becomes part of our trust estate in any manner after the death of the relevant Grantor, then the gift will not adeem simply because it was not a part of our trust estate at the death of the relevant Grantor. Our Trustee will distribute the property as a specific gift in accordance with this Article. But if property to

be distributed under this Article is not part of our trust estate at the death of the relevant Grantor and does not subsequently become part of our trust estate, then the specific gift made in this Article is null and void, without any legal or binding effect.

Section 6.05 Incidental Expenses and Encumbrances

Until property distributed in accordance with this Article is delivered to the appropriate beneficiary or to the beneficiary's legal representative, our Trustee will 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 this agreement, our Trustee will distribute property under this Article subject to all liens, security interests, and other encumbrances on the property.

Article Seven Division of Our Trust Estate

Upon the death of the first of us, our Trustee will divide and distribute our trust estate as provided in this Article.

Our Trustee will distribute the survivor's share of our trust estate according to the provisions of Article Eight, entitled "Survivor's Trust."

If the survivor is a Supplemental Needs Person, then our Trustee will distribute the deceased spouse's share of our trust estate to the Trustee of the deceased spouse's estate named under his or her Last Will and Testament. Otherwise, our Trustee will administer the deceased spouse's share of our trust estate according to the provisions of Article Eight, entitled "Survivor's Trust."

Article Eight Survivor's Trust

Our Trustee will administer the Survivor's Trust as provided in this Article. The other provisions of this agreement are incorporated into the Survivor's Trust to the extent they do not conflict with this Article.

Section 8.01 Amendment, Restatement, or Revocation

By a signed writing, the surviving Grantor may amend, restate, or revoke the Survivor's Trust as it relates to any trust property held in the Survivor's Trust, including any property contributed by the deceased Grantor. Upon revocation, all trust property held in the Survivor's Trust vests in the surviving Grantor.

Section 8.02 Distribution of Income and Principal

Our Trustee will distribute to or for the benefit of the surviving spouse, as much of the income and principal of the Survivor’s Trust as the surviving spouse demands, or, in the absence of a demand, as much as our Trustee determines, in our Trustee’s discretion. Undistributed income will be accumulated and added to principal.

Nothing contained in this agreement will be interpreted to limit the surviving spouse’s right to income and principal of the Survivor’s Trust, nor to allow any other person to have such right.

Section 8.03 General Power of Appointment

The surviving spouse may appoint all or any portion of the Survivor’s Trust property to any person or entity, without limitation.

Section 8.04 Administration Following the Surviving Spouse’s Death

The Survivor’s Trust will become irrevocable upon the death of the surviving spouse and our Trustee shall administer the Survivor’s Trust consistent with the provisions of Article Five entitled “Administration Upon the Death of Either of Us.”

Upon completion of the administrative tasks, our Trustee will administer the unappointed balance or remainder of the Survivor’s Trust as provided in Article Six, entitled “Specific Distributions and Tangible Personal Property,” and Article Nine, entitled “Residuary to Named Beneficiaries.”

**Article Nine
Residuary to Named Beneficiaries**

Our residuary trust estate will be distributed to our beneficiaries pursuant to the terms of this Article.

Section 9.01 Division of Our Residuary Trust Estate

Our Trustee will divide our residuary trust estate into shares as follows:

Name	Relationship	Share
Giulia C. Tholt	Daughter/Stepdaughter	20%
Bruna C. Tholt	Daughter/Stepdaughter	20%
Theo Tholt	Son	60%

Our Trustee will administer each beneficiary’s share as provided in the Sections that follow.

Notwithstanding the preceding paragraph, if at the time of distribution (or during any period that a beneficiary's share is held in trust) a beneficiary is a Supplemental Needs Person, then the beneficiary's share will be administered as provided in Article Eleven, entitled "Supplemental Needs Trust."

Section 9.02 Distribution of the Share for Giulia C. Tholt

Our Trustee will distribute the share set aside for Giulia C. Tholt to her outright, free of trust.

If Giulia C. Tholt is deceased, Giulia C. Tholt's share will be distributed to her descendants, per stirpes. If Giulia C. Tholt has no living descendants, her share will be distributed pro rata to the other beneficiaries named in this Article. If there are no other named beneficiaries, her share will be administered as provided in Article Ten, entitled "Remote Contingent Distribution."

Section 9.03 Distribution of the Share for Bruna C. Tholt

Our Trustee will distribute the share set aside for Bruna C. Tholt to her outright, free of trust.

If Bruna C. Tholt is deceased, Bruna C. Tholt's share will be distributed to her descendants, per stirpes. If Bruna C. Tholt has no living descendants, her share will be distributed pro rata to the other beneficiaries named in this Article. If there are no other named beneficiaries, her share will be administered as provided in Article Ten, entitled "Remote Contingent Distribution."

Section 9.04 Distribution of the Share for Theo Tholt

Our Trustee will distribute the share set aside for Theo Tholt to him outright, free of trust.

If Theo Tholt is deceased, Theo Tholt's share will be distributed to his descendants, per stirpes. If Theo Tholt has no living descendants, his share will be distributed pro rata to the other beneficiaries named in this Article. If there are no other named beneficiaries, his share will be administered as provided in Article Ten, entitled "Remote Contingent Distribution."

Section 9.05 Funding Shares on a Non-Pro Rata Basis

If our residuary trust estate is divided into two or more shares, our Trustee may fund the shares on a non-pro rata basis, provided that funding is based on the total fair market value of the assets when allocated.

**Article Ten
Remote Contingent Distribution**

If, at any time, the other provisions of this agreement fail to provide for a beneficiary of any part of our trust estate, then that part will be distributed to those persons who would

inherit it had we then died intestate with each of us owning one-half of the property, as determined and in the proportions provided by the laws of Florida then in effect.

Article Eleven Supplemental Needs Trust

Trust property will be administered pursuant to the terms of this Supplemental Needs Trust Article when:

- (i) another Article of this agreement directs that the property is to be administered as provided in this Supplemental Needs Trust Article; or
- (ii) the beneficiary of the property under another Article of this agreement, other than either of us, is a Supplemental Needs Person, unless the other Article directs the beneficiary's interest to be distributed to a trust not created under this document.

“Beneficiary” under this Supplemental Needs Trust Article refers to the beneficiary of the property under the other Article. The provisions of the other Article shall continue to apply to the extent they do not conflict with the provisions of this Supplemental Needs Trust Article; specifically, the provisions of this Supplemental Needs Trust Article shall control the distributions of income and principal.

Section 11.01 Distributions of Income and Principal

The Trustee shall collect income and, after deducting all charges and expenses attributed thereto, may apply for Beneficiary's benefit, in-kind, or in cash, so much of the income and principal (even to the extent of the whole) as the Trustee deems advisable in the Trustee's discretion, **subject to the limitations set forth below**. The Trustee shall add the balance of net income not paid or applied to the principal of the Supplemental Needs Trust.

(a) Maximize Benefits

Consistent with the purpose of the Supplemental Needs Trust, before expending any amounts from the net income and/or principal of this trust, the Trustee shall consider the availability of all benefits from government or private assistance programs for which Beneficiary may be eligible. The Trustee, where appropriate and to the extent possible, shall endeavor to maximize the collection and facilitate the distribution of these benefits for Beneficiary's benefit.

(b) No Reduction in Benefits

None of the income or principal of the Supplemental Needs Trust shall be applied in such a manner as to supplant, impair, or diminish any governmental benefits or assistance for which Beneficiary may be eligible or which Beneficiary may be receiving, unless, in the discretion of the Trustee, such use of income and/or principal is beneficial to Beneficiary.

(c) No Assignment

Beneficiary shall not have the power to assign, encumber, direct, distribute, or authorize distributions from the Supplemental Needs Trust.

(d) Discretionary Distributions

Notwithstanding the above provisions, the Trustee may make distributions to meet Beneficiary's need for food, shelter, health care, or other personal needs, even if those distributions will impair or diminish Beneficiary's receipt or eligibility for government benefits or assistance, but only if the Trustee determines that the distributions will better meet Beneficiary's needs, and it is in Beneficiary's best interests, notwithstanding the consequent effect on Beneficiary's eligibility for, or receipt of, benefits.

(e) Supplemental Needs Trust Savings Clause

Even though a null-and-void clause could be ignored by some agencies, in the event that the mere existence of the authority to make distributions that will impair or diminish Beneficiary's receipt or eligibility for government benefits or assistance, as specified in subsections (b) and (d), above, will result in a reduction or loss of Beneficiary's entitlement program benefits, regardless of whether the Trustee actually exercises the authority, then such authority specified in subsections (b) and (d), above, will be null and void, and the Trustee's authority to make these distributions will terminate. If such authority is terminated, then the Trustee may amend the trust to remove the offending provisions, and the Trustee's authority to make distributions will be limited to distributions for Beneficiary's supplemental needs, in a manner that will not adversely affect Beneficiary's government benefits.

Notwithstanding any provision of any Article herein to the contrary, in the event that the Supplemental Needs Trust is challenged or faces imminent invasion by any governmental department or agency in such a way as to affect Beneficiary's eligibility for benefits available under any governmental program, the Trustee may amend the trust so as to maintain Beneficiary's eligibility for benefits under such governmental program. However, if the Trustee is unable or unwilling to so amend the trust, then the Trustee may distribute the trust income and principal as if Beneficiary were then deceased.

Section 11.02 Definition of Supplemental Needs

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

Supplemental needs shall also include, but not be limited to, 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 additional food; clothing; electronic equipment, such as radio equipment, recording

and playback equipment, television equipment, and computer equipment; camping; vacations; athletic contests; movies; trips; and money to purchase appropriate gifts for relatives and friends. However, in deciding whether to make these distributions the Trustee must first consider the impact on certain government benefits as is directed in Section 11.05, entitled "Distribution Guidelines."

The Trustee shall have no obligation to expend trust assets for such needs, but if the Trustee, in the Trustee's discretion, decides to expend trust assets, under no circumstances should any amounts be paid to, or reimbursed to, the federal government, any state, or any governmental agency for any purpose, including for the care, support, and maintenance of Beneficiary.

Section 11.03 Objective to Promote Independence of Beneficiary

While actions are in the Trustee's discretion, the Trustee should be mindful that it is our wish that Beneficiary live as independently, productively, and happily as possible.

Section 11.04 Not Available Resource to Beneficiary

It is our intent to create a Supplemental Needs Trust that conforms to Florida law (or if Beneficiary is not a resident of Florida, to the law of the state where Beneficiary resides), in order to provide for Beneficiary's Supplemental Needs. We intend that the trust assets be used to supplement, not supplant, impair, or diminish, any benefits or assistance of any Federal, state, county, city, or other governmental entity for which Beneficiary may otherwise be eligible or which Beneficiary may be receiving.

Consistent with that intent, it is our desire that, before expending any amounts from net income and/or principal of the trust, the Trustee consider the availability of all benefits from government or private assistance programs for which Beneficiary may be eligible and that, where appropriate and to the extent possible, the Trustee endeavors to maximize the collection of such benefits and to facilitate the distribution of such benefits for the benefit of Beneficiary. All actions of the Trustee shall be directed toward carrying out this intent and the discretion granted the Trustee under this agreement to carry out this intent is absolute.

For purposes of determining Beneficiary's eligibility for any such benefits, no part of the principal or undistributed income of the Supplemental Needs Trust shall be considered available to Beneficiary for public benefit purposes.

The Trustee shall hold, administer, and distribute all property allocated to the Supplemental Needs Trust for the exclusive benefit of Beneficiary during his or her lifetime. All distributions from the trust are in the discretion of the Trustee.

In the event the Trustee is requested to release principal or income of the Supplemental Needs Trust to or on behalf of Beneficiary 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 such request and is authorized in its discretion to take whatever administrative or judicial steps may be necessary to continue Beneficiary's eligibility for benefits, including obtaining legal advice

about Beneficiary'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 Beneficiary for eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorney's fees, shall be a proper charge to the Supplemental Needs Trust.

Section 11.05 Distribution Guidelines

The Trustee shall be responsible for determining what discretionary distributions shall be made from the Supplemental Needs Trust, and may use a Care Manager in accordance with the provisions of this Article. The Trustee may distribute discretionary amounts of income and principal to or for the benefit of Beneficiary for those Supplemental Needs not otherwise provided by governmental financial assistance and benefits, or by the providers of services. Any undistributed income shall be added to principal.

In making distributions, the Trustee will:

- (i) consider any other known income or resources of Beneficiary that are reasonably available;
- (ii) take into consideration all entitlement benefits from any government agency, such as Social Security Disability payments (SSDI), Medicaid, Florida Department of Children and Families (DCF), Supplemental Security Income (SSI), and any other special purpose benefits for which Beneficiary is eligible;
- (iii) take into consideration resource and income limitations of any such assistance program;
- (iv) make expenditures so that Beneficiary's standard of living will be comfortable and enjoyable;
- (v) not be obligated or compelled to make specific payments;
- (vi) not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by such governmental agency and reimbursement is required by the state; and
- (vii) not be liable for any loss of benefits.

Section 11.06 Use of Care Manager

The Trustee shall have the option of utilizing the services of a Care Manager to assist in advising on how best to provide for Beneficiary's needs. The primary objective of the Care Manager is to assist the Trustee in carrying out the purposes of the Supplemental Needs Trust to ensure that Beneficiary maintains a safe living situation, receives counseling services when appropriate, and lives as independently as possible.

A Care Manager shall 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 Beneficiary and is familiar with the public benefits to which Beneficiary may be entitled.

(a) Distribution Advisement

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

(b) Care Manager Account for Periodic Payments

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

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

(c) Annual Care Plan

If the Trustee uses a Care Manager, the Care Manager shall provide to the Trustee, at least annually, a written care plan for purposes of evaluation of Beneficiary's medical and psychosocial status. The care plan shall include recommendations concerning resources and services beneficial to Beneficiary.

(d) Quarterly Assessments

If the Trustee uses a Care Manager, the Care Manager shall, at least quarterly, visit Beneficiary to assess his or her physical and emotional needs including the appropriateness of present placement, monitoring attendant care, accessing required resources, making and keeping medical appointments, and accessing socialization activities.

(e) Compensation of the Care Manager

If the Trustee uses a Care Manager, the Care Manager shall be entitled to fair and reasonable compensation for the services it renders. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale.

(f) The Resignation of a Care Manager

Any Care Manager may resign by giving thirty (30) days' written notice to the Trustee.

(g) 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, which may begin to serve immediately. If the Care Manager must be replaced, then the successor Care Manager shall also be a professional Licensed Clinical Social Worker, Professional Conservator, or care management agency who has experience in the field of assessment of conditions similar to those of Beneficiary and is familiar with the public benefits to which Beneficiary may be entitled.

Section 11.07 No Seeking of Order to Distribute

For purposes of determining Beneficiary's state Medicaid program equivalent eligibility, no part of the principal or undistributed income of the Supplemental Needs Trust may be considered available to Beneficiary. The Trustee will deny any request by Beneficiary to:

- (i) release principal or income of the trust to or on behalf of Beneficiary to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or
- (ii) petition a court or any other administrative agency for the release of trust principal or income for this purpose.

The Trustee may, in its discretion, take necessary administrative or legal steps to protect Beneficiary's state Medicaid program eligibility, including obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to Beneficiary for purposes of determining eligibility. Expenses for this purpose, including reasonable attorney's fees, are a proper charge to Beneficiary's Supplemental Needs Trust.

Section 11.08 Indemnification of Trustee When Acting in Good Faith

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

Section 11.09 Termination and Distribution of Supplemental Needs Trust

If the Trustee, in its discretion, determines that Beneficiary is no longer dependent on others and is able to provide independent support, the Trustee shall distribute or retain the remaining Supplemental Needs Trust property according to the other provisions of this agreement as though the provisions of this Article had not been effective.

If the other provisions of this agreement do not provide for the distribution or retention of the remaining property, then the Trustee shall distribute the remaining property to Beneficiary outright, free of trust.

“Independent support” shall be satisfied at such time as Beneficiary has been gainfully employed for thirty-three (33) months of a thirty-six (36) month period immediately preceding the decision to terminate the trust share.

The terms “gainful employment” and “gainfully employed” shall be construed to mean such full-time employment that produces sufficient net income to enable Beneficiary to contribute not less than 100 percent of the funds (exclusive of other sources of revenue) that are necessary to provide for the independent care, support, maintenance, and education of Beneficiary. The Trustee, in its discretion, shall determine whether or not Beneficiary has satisfied the condition of gainful employment.

Section 11.10 Distribution Upon the Death of Beneficiary

Upon the death of Beneficiary, the Trustee shall distribute or retain the remaining Supplemental Needs Trust property according to the other Article of this agreement that directed the property to be held pursuant to this Article.

If the other Article does not provide for distribution upon the death of Beneficiary, then the Trustee shall distribute or retain the remaining Supplemental Needs Trust property as though Beneficiary had predeceased the surviving spouse.

Section 11.11 Waiver of Court Invasion of Principal

Under no circumstances shall Supplemental Needs Trust principal be subject to any court-directed invasion pursuant to the provisions of section 736.0501, Florida Statutes, or any other laws of Florida or any other state.

Section 11.12 Prohibition Against Beneficiary Serving as Trustee

Notwithstanding any other provision of this agreement, under no circumstances may Beneficiary serve as Trustee of any share that is being administered for his or her benefit under the provisions of this Supplemental Needs Trust Article.

Section 11.13 Limitation on Power to Remove and Replace Trustee

Notwithstanding any other provision of this agreement, Beneficiary does not have the power to remove or replace the Trustee of the Supplemental Needs Trust.

Section 11.14 No General Power of Appointment

Notwithstanding any provision of this agreement or state law to the contrary, Beneficiary shall not have a lifetime or testamentary general power of appointment as defined in Section 2041 of the Internal Revenue Code, or as defined under Florida law, or the laws of any other state.

Section 11.15 Application of Article

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

Article Twelve

Administration of Trusts for Underage and Incapacitated Beneficiaries

Section 12.01 Distributions for Underage and Incapacitated Beneficiaries

If under another provision of this agreement any part of the trust property is directed or required to be distributed outright to an individual (other than either of us) who has not yet attained the age of 18 years or is incapacitated, then our Trustee may distribute or retain that part of the trust property as described in Section 12.02, unless the provisions of Article Eleven, entitled "Supplemental Needs Trust," apply.

When making a distribution, we request, but do not require, that our Trustee consider the ability that the beneficiary demonstrated in managing prior distributions.

All decisions made by our Trustee under this Article are final, controlling, and binding upon all beneficiaries, subject to the provisions of this Article.

Section 12.02 Methods of Distribution

Property to which this Article applies may be—

- (i) distributed directly to the beneficiary;
- (ii) distributed to the beneficiary's guardian, conservator, parent, family member, or other person who has assumed responsibility for his or her care;
- (iii) distributed to any person or entity, including our Trustee, as custodian for the beneficiary under the Uniform Transfers to Minors Act, or similar statute;
- (iv) distributed to other persons or entities for the benefit of the beneficiary;
- (v) distributed to an agent authorized to act for the beneficiary under a power of attorney for property;
- (vi) retained in trust, distributing income and principal for any purpose, in any amount, using any of the methods described above, all in our Trustee's discretion, and distributing the remainder outright to the beneficiary when he or she attains the age of 18 years (unless he or she is incapacitated), and upon the beneficiary's death distributing the remainder as appointed by the beneficiary, and if not appointed, as though the beneficiary had predeceased both of us;
- (vii) retained in trust pursuant to the provisions of Article Eleven, entitled "Supplemental Needs Trust," for the benefit of the beneficiary; or
- (viii) distributed or retained in any combination of one or more of the above.

Article Thirteen

Trust Administration, Trustee Powers, and Trust Protector Provisions

The terms of this agreement supplement the provisions of Florida law, and to the extent they conflict, the terms of this agreement prevail, unless the conflicting provisions of Florida law are mandatory and may not be waived.

Section 13.01 Apportionment of Death Taxes

Except as otherwise specified in this agreement, our Trustee will apportion death taxes as provided under the law of Florida in effect at the date of the deceased spouse's death.

Section 13.02 Distributions to Beneficiaries

Whenever this agreement authorizes or directs our Trustee to make a distribution of income or principal to a beneficiary, our Trustee may apply for the benefit of the beneficiary any property that otherwise could be distributed directly to the beneficiary. Our Trustee has no responsibility to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by this agreement.

Section 13.03 No Court Proceedings

Our trust will be administered expeditiously, consistent with the provisions of this agreement, free of judicial intervention, and without order, approval, or action of any court.

Section 13.04 No Bond

Our Trustee is not required to furnish any bond for the faithful performance of our 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 interests of the beneficiaries. No surety will be required on any bond required by any law or rule of court, unless the court specifies that a surety is necessary.

Section 13.05 Trustee Exoneration

No successor Trustee is obligated to examine the accounts, records, or actions of any previous Trustee or of the Personal Representative of either of our estates. No successor Trustee will be in any way or manner responsible for any act, omission, or forbearance on the part of any previous Trustee or the Personal Representative of either of our estates.

Section 13.06 Trustee Compensation

Our Trustee, other than either of us, will be entitled to fair and reasonable compensation for the services rendered as a fiduciary. Our Trustee may charge additional fees for services that are not within its duties as Trustee, such as fees for legal services, tax return preparation, and corporate finance or investment banking services.

In addition to receiving compensation, our Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out its duties under this agreement.

Section 13.07 Exercise of Testamentary Power of Appointment

A testamentary power of appointment granted under this agreement may be exercised by a valid will, living trust, or other written instrument that specifically refers to the power of appointment. The power holder may exercise the power to appoint property among the permissible appointees in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the power holder designates. Except where this agreement specifically provides otherwise, the power holder 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.

Our Trustee may conclusively presume that any power of appointment granted to any beneficiary of a trust created under this agreement has not been exercised by the beneficiary if our Trustee has no knowledge of the existence of a valid will, living trust, or other written instrument exercising the power within 30 days after the beneficiary's death.

If there is a conflict among multiple instruments exercising the same power, the latest instrument will control; and if it cannot be determined which conflicting instrument is the latest, then a will controls over a living trust, and a living trust controls over another written instrument that is not a will.

Section 13.08 Determination of Principal and Income

Beneficiaries' rights among themselves in matters concerning principal and income are governed by the Florida Uniform Principal and Income Act, Chapter 738, Florida Statutes. If the Florida Uniform Principal and Income Act, Chapter 738, Florida Statutes contains no provision concerning a particular item, then our Trustee will determine in a fair, equitable, and practical manner what will be credited, charged, and apportioned between principal and income.

Section 13.09 Appointment of Independent Trustee

If our Trustee is not an Independent Trustee, and another provision of this agreement requires an Independent Trustee to act, then our Trustee may appoint an Independent Trustee to act.

Section 13.10 Funeral and Other Expenses of Beneficiary

Upon the death of an income beneficiary of a trust created under this agreement, our Trustee may pay the funeral expenses, burial or cremation expenses, enforceable debts, and 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 him or her under this agreement.

Our Trustee may rely upon any request by the personal representative or members of the family of the deceased beneficiary for payment without verifying the validity or the amounts and without being required to see to the application of the amounts so paid. Our

Trustee may make decisions under this Section without regard to any limitation on payment of expenses imposed by statute or rule of court and may be made without obtaining the approval of any court having jurisdiction over the administration of the deceased beneficiary's estate.

Section 13.11 Trust Accounting

Recognizing that the state of governing law could impose additional duties, this Section describes our Trustee's duties to account and provide information to beneficiaries.

Our Trustee is not required to file accountings in any jurisdiction. Upon the written request of an income beneficiary of a trust created under this agreement, our Trustee must render an accounting to the income beneficiaries of that trust during the accounting period that includes the date of the written request.

The accounting must include the receipts, expenditures, and distributions from the trust for which the accounting is prepared occurring during the accounting period. If a tax return is prepared for a trust during a period for which a trust accounting is made, our Trustee's accounting must include a copy of that tax return. If there is no tax return prepared for the accounting period, our Trustee's accounting must include a balance sheet itemizing the trust property and our Trustee's reasonable estimation of the value of the assets held in the trust as of the date the accounting is completed.

A beneficiary may object to an accounting rendered by our Trustee only if the beneficiary gives written notice to our Trustee within 60 days after our Trustee renders the accounting. Any beneficiary who does not submit a written objection to the accounting is deemed to assent to the accounting.

Our Trustee must make the trust's financial records and documentation available to beneficiaries at reasonable times and upon reasonable notice for inspection by the beneficiaries. Our Trustee is not required to furnish any information regarding our trust to anyone other than a beneficiary. Our Trustee may exclude any information that our Trustee determines is not directly applicable to the beneficiary receiving the information.

Section 13.12 Action of Cotrustees

Unless otherwise specified, if two Trustees are eligible to act with respect to a given matter, the concurrence of both is required; if more than two Trustees are eligible to act with respect to a given matter, the concurrence of a majority of the Trustees is required.

If an Interested Trustee joins in an action with respect to a given matter, then the authority of the Trustees for that action is limited to the authority given to an Interested Trustee with respect to the matter.

Even though an act may require the concurrence of more than one Trustee, any one Trustee may carry out the act on behalf of the trust with the same force and effect as if all Trustees had done so. Persons dealing with the acting Trustee in good faith may rely upon the Trustee's authority to act on behalf of the trust without inquiry as to the other Trustees' concurrence.

A nonconcurring Trustee may dissent or abstain from any action of the other Trustee or Trustees. The nonconcurring Trustee is absolved from personal liability by registering his or her dissent or abstention in the records of the trust. After doing so, the nonconcurring Trustee will then act with the other Trustees in any way necessary or appropriate to effectuate the action of the other Trustees.

Section 13.13 Trustee Authority to Disclaim or Release Powers

Notwithstanding any provision of this agreement to the contrary, any Trustee may disclaim or release, in whole or in part, by an instrument in writing, any power held as Trustee, irrevocably or for any period of time that the Trustee may specify. The Trustee may make the relinquishment of a power personal to the Trustee or may relinquish the power for all subsequent Trustees.

Section 13.14 Appointment of a Cotrustee

Our Trustee may appoint a Cotrustee to serve only while the appointing Trustee is serving. The appointing Trustee may revoke the appointment at any time, with or without cause.

Section 13.15 Appointment of Agent

Our Trustee may execute a power of attorney appointing any person or entity as his or her agent to exercise any or all of the rights, powers, and discretions that our Trustee could have exercised.

Section 13.16 Additions to Separate Trusts

If upon the death of either of us, or upon the termination of any trust created under this agreement, a final distribution is to be made to a person who is the primary beneficiary of another trust created or provided for under this agreement, and there is no specific indication whether the distribution is to be made in trust or outright, free of trust, our Trustee will make the distribution to the second trust instead of distributing the property to the beneficiary outright. For purposes of administration, our Trustee will treat the distribution as though it had been an original part of the second trust.

Section 13.17 Authority to Terminate Trusts

If, at any time, our Trustee determines that a trust created under this agreement is no longer economical or is otherwise inadvisable to administer as a trust, or if our Trustee deems it to be in the best interest of our beneficiaries, our Trustee, without further responsibility, may terminate the trust and distribute the trust property, including any undistributed net income, in the following order of priority:

- (i) to both of us, if we are then living;
- (ii) if one of us is not then living, to the survivor, if then a beneficiary of the trust;
- (iii) if neither of us is then living or the survivor is not then a beneficiary of the trust, to the beneficiaries then entitled to mandatory distributions of net income of the trust and in the same proportions; and

- (iv) if none of the beneficiaries are entitled to mandatory distributions of net income, to the beneficiaries then eligible to receive discretionary distributions of net income of the trust, in such amounts and shares as our Trustee may determine.

This power may only be exercised by an Independent Trustee. This power may not be exercised as it relates to any trust to which the provisions of Article Eleven, entitled "Supplemental Needs Trust," apply (but the provisions of Section 11.09, entitled "Termination and Distribution of Supplemental Needs Trust," remain effective).

Section 13.18 Beneficiary's Status

Until our Trustee receives notice of the incapacity, birth, marriage, death, or other event upon which a beneficiary's right to receive payments may depend, our Trustee will not be liable for acting or failing to act 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 agreement, the parent or legal representative may act on behalf of a beneficiary who is a minor or is incapacitated.

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

Section 13.19 Generation-Skipping Transfer Tax Considerations

Our Trustee may divide the property of our trust into two separate trusts as specified in this Section so that the allocation of Available GST Exemption can be made to a trust that will be entirely exempt from generation-skipping transfer tax (the "exempt trust").

The exempt trust will consist of the largest fractional share of the total trust assets that will permit the exempt trust to be entirely exempt from generation-skipping transfer tax. The "nonexempt trust" will consist of the balance of the total trust assets.

For purposes of computing the fractional share, asset values as finally determined for federal estate tax purposes will be used. The fraction will be applied to the assets at their actual value on the effective date or dates of distribution so that the actual value of the fractional share resulting from the application of the fraction will include fluctuations in the value of the trust property. The trusts created under this Section will have the same terms as the original trust. We request, but do not require, that to the extent possible, the value of any Roth IRAs payable to our trust be allocated to the exempt trust.

Section 13.20 Lending Powers

Our Trustee may make secured or unsecured loans to any person (other than a Supplemental Needs Person, but including any other beneficiary), entity, trust, or estate, for any term or payable on demand, with or without interest. Our Trustee may enter into or modify the terms of any mortgage or security agreement granted in connection with any loan and may release or foreclose on the mortgage or security.

Section 13.21 Our Trustee's Powers

Our Trustee may exercise, without prior approval from any court, all the powers conferred by this agreement and any powers conferred by law, including, without limitation, those powers set forth under the common law or statutory law of Florida or any other jurisdiction whose law applies to this agreement. The powers set forth in section 736.0801, et seq., Florida Statutes are specifically incorporated into this agreement. The powers conferred upon our Trustee by law and those powers incorporated above, are subject to any express limitations or contrary directions contained in this agreement.

Specifically, our Trustee has the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage, and deal with real and personal property interests of all kinds, including accounts at financial institutions.

Our Trustee will exercise these powers in the manner that our Trustee determines to be in the best interests of the beneficiaries. Our Trustee may not exercise any power in a manner that is inconsistent with the right of the beneficiaries to the beneficial enjoyment of the property, in accordance with general legal principles of beneficiaries and fiduciaries.

Our Trustee may have duties and responsibilities in addition to those described in this agreement. We encourage our Trustee to obtain appropriate legal advice if our Trustee has any questions concerning its duties and responsibilities as Trustee.

Section 13.22 Waiver of Court-Ordered Invasion of Principal

Under no circumstances may trust principal be subject to any court-directed invasion pursuant to the provisions of section 736.0501, Florida Statutes, or any successor statute thereto, or any other provision of Florida law, or the laws of any other state.

Section 13.23 Provisions for Trust Protector

The function of the Trust Protector is to direct our Trustee in matters concerning the trust, and to assist, if needed, in achieving our objectives as manifested by the other provisions of our estate plans.

In order to serve, any Trust Protector named or appointed under this Section must be a corporate fiduciary or an individual who is not related or subordinate to a transferor or any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code.

(a) Designation of Trust Protector

We make no appointment of Trust Protector at the time this agreement is executed. Rather, a Trust Protector may be appointed pursuant to paragraph (d) of this Section as needed.

(b) Authority to Name Successor

The serving Trust Protector may appoint a successor Trust Protector in writing, which appointment will take effect upon the resignation, incapacity, or death of the appointing Trust Protector.

(c) Resignation of Trust Protector

A Trust Protector may resign by giving notice as provided in paragraph (n) below. A resigning Trust Protector will not be liable or responsible for the acts or omissions of any successor Trust Protector.

(d) Default of a Designated Trust Protector

During any period in which a trust created under this agreement requires a Trust Protector to act and no Trust Protector is serving, any beneficiary or trustee may petition a court of competent jurisdiction to appoint a Trust Protector.

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.

If a beneficiary is a minor or is incapacitated, the parent or legal representative of the beneficiary may act on behalf of the beneficiary.

(e) Rights of Successor Trust Protectors

Any successor Trust Protector has all of the authority of any predecessor Trust Protector, but will not be responsible for the acts or omissions of the predecessor.

(f) Power to Remove and Appoint Trustees

The Trust Protector may remove any Trustee of a trust created under this agreement.

Whenever the office of Trustee of a trust is vacant and no successor Trustee is effectively named, the Trust Protector may appoint an individual or a corporate fiduciary to serve as Trustee. No Trust Protector may be self-appointed as a Trustee and may not simultaneously serve as both Trust Protector and Trustee.

Notwithstanding any other provision of this agreement to the contrary, removal or appointment of a Trustee will be effective upon giving notice as provided in paragraph (n) below. No advance notice is required.

(g) Good Faith Standard Imposed

The authority of the Trust Protector is conferred in a fiduciary capacity, however the Trust Protector is not liable for any good-faith act, omission, or forbearance. The Trust Protector will be reimbursed promptly for any costs incurred in defending or settling any claim brought against the Trust Protector acting in the capacity of Trust Protector, unless it is conclusively established that the act, omission, or forbearance was motivated by an actual intent to harm the beneficiaries of the trust or was an act of self-dealing for personal benefit.

(h) Power to Amend

During any time that either of us is incapacitated, and following the death of either of us, the Trust Protector may amend any provision of this agreement as it applies to any trust for which the Trust Protector is serving to do any of the following:

- (i) alter the administrative and investment powers of our Trustee;
- (ii) grant a beneficiary of any trust created under this agreement the testamentary power to appoint all or part of the beneficiary's trust or trust share to the creditors of the beneficiary's estate;
- (iii) correct ambiguities and scrivener errors that might otherwise require court construction or reformation; and
- (iv) reflect tax or other legal changes.

Any amendment made by the Trust Protector to correct a scrivener's error in accordance with this Section is effective as of the original date of the trust. Any other amendment made by the Trust Protector as authorized above is effective as of the date of the trust, or the date of the amendment, in the sole and absolute discretion of the Trust Protector. The decision of the Trust Protector as to the effective date of any such amendment must be set forth in the amendment.

In granting a testamentary power of appointment, the Trust Protector may require, as a condition for the beneficiary's exercise of the power, that the beneficiary first obtain the consent of the Trust Protector. The Trust Protector may revoke the power at any time during the lifetime of the beneficiary to whom it was given. We suggest, but do not require, that the Trust Protector exercise this authority to subject trust property to estate tax instead of the generation-skipping transfer tax when it appears that it may reduce overall taxes.

The Trust Protector may not limit or alter the rights of a beneficiary in any trust assets held by the trust before the amendment, nor may the Trust Protector remove or add any individual or entity as a beneficiary of trust assets.

The Trust Protector may not amend this agreement in any manner that would result in a reduction of the estate tax charitable deduction to which either of our estates would otherwise be entitled under Section 2055 of the Internal Revenue Code. Any amendment made by the Trust Protector must be in a signed written instrument. The Trust Protector must provide notice of the amendment as provided in paragraph (n) below, along with a copy of the amendment.

(i) Not a General Power of Appointment

The Trust Protector may not participate in the exercise of a power or discretion conferred under this agreement that would cause the Trust

Protector to possess a general power of appointment within the meaning of Sections 2041 and 2514 of the Internal Revenue Code. Specifically, the Trust Protector may not use such powers for his or her personal benefit, nor for the discharge of his or her financial obligations.

(j) Release of Powers

The Trust Protector, acting on its own behalf and on behalf of all successor Trust Protectors, may at any time, by a written instrument delivered to our Trustee, irrevocably release, renounce, suspend, or reduce any or all powers and discretions conferred on the Trust Protector by this agreement.

(k) No Duty to Monitor

The Trust Protector has no duty to monitor or supervise any Trustee or trust created under this agreement. Further, the Trust Protector has no duty to be informed as to the acts or omissions of others or to take any action to prevent or minimize loss. Any exercise or non-exercise of the powers and discretions granted to the Trust Protector is in the discretion of the Trust Protector.

(l) Compensation

Any Trust Protector serving under this agreement is entitled to receive reasonable compensation for services as determined by our Trustee. The Trust Protector is entitled to reimbursement for all expenses incurred in the performance of its duties as Trust Protector, including 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 may charge its typical fees for professional services, and may also be compensated for its services as Trust Protector.

(m) Right to Examine

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

(n) Notice

Unless otherwise specified, when notice is required by a provision of this Section, notice must be given in a signed written instrument delivered to the following or the personal representative of the following, to the extent practicable:

- (i) either of us;
- (ii) the income beneficiaries of the trust; and
- (iii) all Trustees then serving.

Article Fourteen General Provisions

Section 14.01 Maximum Term for Trusts

Pursuant to Florida law, the rule against perpetuities does not apply to any trust created under this agreement. However, if for any reason the rule against perpetuities does apply, then this Section controls the maximum term for trusts.

Notwithstanding any other provision of this agreement to the contrary (except for the preceding paragraph), unless terminated earlier under other provisions of this agreement, each trust created under this agreement terminates upon the expiration of the longest period that property may be held in trust under this agreement without violating the applicable rule against perpetuities.

If the maximum term for trusts under the applicable rule against perpetuities is determined by reference to the death of the last to die among a group of individuals, the group of individuals will consist of the descendants of our maternal and paternal grandparents, who are alive at the relevant time.

At that time, the remaining trust property will vest in and be distributed to the persons then entitled to receive mandatory distributions of net income of the trust and in the same proportions to which they are entitled to receive the net income. If no beneficiary is entitled to receive mandatory distributions of net income, then the remaining trust property will vest in and be distributed to the beneficiaries then entitled to receive discretionary distributions of net income of the trust, in equal shares.

Section 14.02 Spendthrift Provision

Neither the income nor the principal of any trust created under this agreement may be assigned, anticipated, encumbered, alienated, or otherwise voluntarily transferred in any manner by any beneficiary. In addition, neither the income nor the principal of any trust created under this agreement is subject to attachment, bankruptcy proceedings or any other legal process, to the interference or control of creditors or others, or otherwise subject to any involuntary transfer.

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

Section 14.03 Survivorship Presumption

If we die under circumstances in which the order of our deaths cannot be established, then each of us will be deemed to have survived the other. If any other beneficiary dies within 45 days after the death of either of us, then the beneficiary will be deemed to have predeceased the decedent for purposes of this agreement.

Section 14.04 Changing the Governing Law and Situs of Administration

Our Trustee or Trust Protector may, at any time, change the governing law of the trust, remove all or any part of the property or the situs of administration of the trust from one jurisdiction to another, or both. Our Trustee or Trust Protector may elect, by filing an instrument with the trust records, that the trust will thereafter be construed, regulated, and governed as to administration by the laws of the new jurisdiction. Our Trustee or Trust Protector may act under this Section for any purpose our Trustee or Trust Protector deems appropriate, including the minimization of any taxes in respect of the trust or any beneficiary of such trust, and may do so with or without providing notice to any beneficiary.

If necessary, or if deemed advisable by our Trustee or Trust Protector, our Trustee or Trust Protector will appoint an Independent Trustee to serve as trustee in the new situs.

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

Section 14.05 Definitions

For purposes of this agreement, the following terms have the following meanings:

(a) Adopted and Afterborn Persons

A legally adopted person in any generation and his or her descendants, including adopted descendants, has the same rights and shall be treated in the same manner under this agreement as would children born of the adopting parent, provided such person is legally adopted prior to attaining the age of 18 years. A person is deemed to be legally adopted if the adoption was legal in the jurisdiction in which it occurred at the time that it occurred.

A fetus in utero that is later born alive shall be considered a person in being during the period of gestation.

(b) Agreement

The term "this agreement" means this trust agreement and includes all trusts created under the terms of this trust agreement.

(c) Available GST Exemption

An individual's "Available GST Exemption" means the GST exemption provided in Section 2631 of the Internal Revenue Code in effect at the time reduced by the aggregate of:

- (i) the amount, if any, of GST exemption allocated to lifetime transfers;
- and

- (ii) the amount, if any, of allocations of GST exemption made or deemed made to transfers other than allocations to transfers under this agreement.

If, at the time, the individual has made a gift with an inclusion ratio of greater than zero but has not filed a gift tax return and the due date for the gift tax return has not yet passed, that individual's GST exemption is deemed to have been allocated to this gift to the extent necessary and possible to exempt the gift from generation-skipping transfer tax.

(d) Community Property

The term "community property" means property characterized as such under the relevant state's property laws. The term "community estate" means that portion of the estate consisting of community property.

(e) Descendants

The term "descendants" means the lineal descendants of all generations of the identified person, and includes children whose relationships with their parents arose from any of the following:

- (i) natural birth;
- (ii) legal adoption;
- (iii) court declaration of parentage; and
- (iv) recognition of parent-child relationship by state law for children born during a domestic partnership, civil union, or marriage.

(f) Grantor

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

(g) Incapacity

Except as otherwise provided in this agreement, a person is deemed incapacitated in any one of the following circumstances.

(1) The Opinion of Two Licensed Physicians

An individual is deemed incapacitated whenever, in the opinion of two licensed physicians, 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.

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

(3) Disappearance, Absence, or Detention

An individual is deemed incapacitated whenever, in our Trustee's discretion, he or she cannot effectively manage his or her property or financial affairs due to disappearance, absence, or detention (including incarceration).

A person's disappearance, absence, or detention (including incarceration), may be established by an affidavit of our Trustee describing the relevant circumstances. A third party dealing in good faith with our Trustee may rely on the affidavit as conclusive evidence of incapacity.

(h) Income Beneficiary

The term "income beneficiary" means any beneficiary to whom the trust's net income may be distributed, whether the distributions are mandatory or discretionary.

(i) Independent Trustee

The term "Independent Trustee" means a Trustee who is not an Interested Trustee as defined in subsection (j). Whenever a power is granted exclusively to an Independent Trustee or the phrase "other than an Interested Trustee" is used (or similar prohibitive language), then the power or discretion may be exercised only by an Independent Trustee.

(j) Interested Trustee

The term "Interested Trustee" means a Trustee who (1) is a transferor or beneficiary; (2) is related or subordinate to a transferor or beneficiary; (3) can be removed and replaced by a transferor with either the transferor or a party who is related or subordinate to the transferor; or (4) 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, (1) "transferor" means a person who transferred property to the trust, including a person whose disclaimer resulted in property passing to the trust; (2) "beneficiary" means a person who is or in the future may be eligible to receive income or principal from the trust pursuant to the terms of the trust, even if such 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; and (3) "related or subordinate" means related or subordinate within the meaning of Section 672(c) of the Internal Revenue Code.

(k) 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 from time to time, and the corresponding Treasury Regulations, if any. References to the “Treasury Regulations” are to the Treasury Regulations under the Internal Revenue Code in effect from time to time. 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 deemed 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 our intent as expressed in this agreement. The same rule applies to references to the Treasury Regulations.

(l) 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 of the person and deceased children of the person who left then-living descendants. Each then-living child will receive one share and the share of each deceased child will be divided among such child’s descendants in the same manner.

(m) Primary Beneficiary

The primary beneficiary of a trust created under this agreement is the oldest income beneficiary of that trust unless some other individual is specifically designated as the primary beneficiary of that separate trust.

(n) Qualified Retirement Plan

The term “qualified retirement plan” means a plan qualified under Section 401 of the Internal Revenue Code, 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).

(o) Shall, Must, and May

Unless otherwise specifically provided in this agreement or by the context in which used, the words “shall” and “must” are used interchangeably to command, direct, or require, and the word “may” to allow or permit, but not require. In the context of our Trustee, the word “may” is used to authorize our Trustee to act in our Trustee’s discretion unless otherwise stated. In addition, unless otherwise specifically provided in this agreement or by the context in which used, the phrases “shall not,” “must not,” and “may not” are used interchangeably to prohibit or forbid.

(p) Supplemental Needs Person

The term “Supplemental Needs Person” means a person who:

- (i) is disabled; or
- (ii) is receiving, or is eligible to receive, assistance or other benefits under a means-based government program (such as Medicaid or Supplemental Security Income).

As used above, the term “disabled” means disabled as defined in United States Code Title 42, Section 1382c(a)(3), or any other federal law related to means-based government programs for the disabled, or under Florida law related to means-based government programs, or under the law related to means-based government programs in the state where the person resides if the person is not a resident of Florida.

As used above, the term “assistance” means assistance or medical assistance as defined in United States Code Title 42, Section 1396d(a), or any other federal law related to means-based government programs for the disabled, or under Florida law related to means-based government programs, or under the law related to means-based government programs in the state where the person resides if the person is not a resident of Florida.

As used above, a person is “eligible to receive” assistance or other benefits under a means-based government program if the person has been deemed eligible by the agency overseeing the program, or if the Trustee, in the Trustee’s discretion, determines that the person would be eligible to receive such assistance or other benefits if an application were made.

(q) Trust

The terms “trust,” “our trust,” “this trust,” “this agreement,” and similar terms refer to this agreement and all trusts created under the terms of this agreement.

(r) Trustee

The terms “Trustee” and “our Trustee” refer to the Trustees named in Article One, entitled “Establishing Our Trust,” and to any successor, substitute, replacement, or additional person, corporation, or other entity that is from time to time acting as the Trustee of any trust created under the terms of this agreement. The term “Trustee” refers to singular or plural as the context may require.

(s) Trust Estate and Trust Property

The terms “trust estate” and “trust property” mean all property (income and principal) held by our Trustee under this agreement, including all property that our Trustee may acquire from any source. References to either spouse’s share of the trust estate or trust property refer to that spouse’s separate property, share of the community property, and share of the tenancy by the

entirety property contributed to our trust, including the income and capital accumulation attributable to such property.

Section 14.06 General Provisions and Rules of Construction

The following general provisions and rules of construction apply to this agreement:

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and subsections used within this agreement are included solely for the convenience and reference of the reader. They have no significance in the interpretation or construction of this agreement.

(c) Governing Law

Unless the Situs of Administration is changed as provided in Section 14.04, Florida law governs the validity and construction of this agreement.

(d) References to Provisions of Law

References to statutory, regulatory, or other provisions of law are to the referenced provision as amended periodically. If a referenced provision is renumbered or superseded by a subsequent provision, any reference is deemed to be made to the renumbered provision or to the corresponding provision of the subsequent law.

(e) Severability

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

[Remainder of page intentionally left blank]

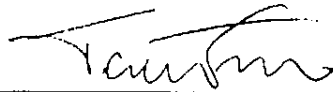
Grantors and Trustees

This agreement is executed on January 27, 2023.

We, Carlos A. Tholt De Vasconcellos and Tatiana F. Tholt, as Grantors hereunder, certify that we have read this agreement, that we understand it, and that it correctly states the provisions under which the trust property is to be administered and distributed by our Trustee. We hereby sign this agreement in the presence of the witnesses. We, Carlos A. Tholt De Vasconcellos and Tatiana F. Tholt, agree to serve as Trustees hereunder and to administer and distribute trust property according to the provisions of this agreement.



Carlos A. Tholt De Vasconcellos, Grantor and Trustee



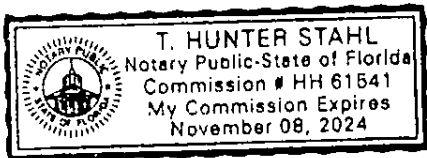
Tatiana F. Tholt, Grantor and Trustee

State of Florida)
County of Collier)

The foregoing instrument was acknowledged before me on January 27, 2023 by Carlos A. Tholt De Vasconcellos (by means of physical presence OR online notarization, and who is personally known to me OR who has produced a driver's license as identification) and Tatiana F. Tholt (by means of physical presence OR online notarization, and who is personally known to me OR who has produced a driver's license as identification).




Notary Public




Witnesses

The foregoing instrument was signed by Grantors in our presence, and we, in Grantors' presence and the presence of each other, sign as witnesses.



(Witness signature)
Michelle Fields
(printed name)
3003 Tamiami Trail N Suite 400
(street address)
Naples, Florida 34103
(city, state zip)

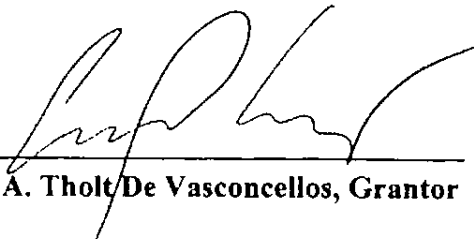


(Witness signature)
Tsunami Clark
(printed name)
3003 Tamiami Trail N Suite 400
(street address)
Naples, Florida 34103
(city, state zip)

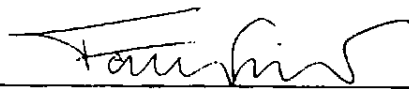
**Acknowledgment of Grantors and Affidavit of Witnesses
(Self-Proof)**

State of Florida)
County of Collier)

We, Carlos A. Tholt De Vasconcellos and Tatiana F. Tholt, Grantors, declare to the officer taking our acknowledgment of this instrument, and to the subscribing witnesses, that we signed this instrument as our trust agreement.

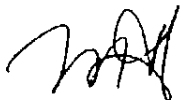



Carlos A. Tholt De Vasconcellos, Grantor



Tatiana F. Tholt, Grantor


We, Michelle Fields and Tsunami Clark, have been sworn by the officer signing below, and declare to that officer on our oaths that Grantors declared the instrument to be Grantors' trust agreement and signed it in our presence and that we each signed the instrument as a witness in the presence of Grantors and of each other.


(Witness signature)
Michelle Fields
(printed name)


(Witness signature)
Tsunami Clark
(printed name)

Acknowledged and subscribed before me by Grantors, Carlos A. Tholt De Vasconcellos (by means of physical presence OR online notarization, and who is personally known to me OR who has produced a driver's license as identification), and Tatiana F. Tholt (by means of physical presence OR online notarization, and who is personally known to me OR who has produced a driver's license as identification), and sworn to and subscribed before me by the witnesses, Michelle Fields (by means of physical presence OR online notarization, and who is personally known to me OR who has produced a driver's license as identification), and Tsunami Clark (by means of physical presence OR online notarization, and who is personally known to me OR who has produced a driver's license as identification), and subscribed by me in the presence of Grantors and the subscribing witnesses, all on January 27, 2023.




Notary Public

Schedule A
(Community Property and Tenancy by the Entirety Property)

Ten Dollars Cash

Schedule B

(Carlos A. Tholt De Vasconcellos's Separate Property)

Ten Dollars Cash

Schedule C
(Tatiana F. Tholt's Separate Property)

Ten Dollars Cash

FILED

2024 NOV -6 AM 7:42

CLERK OF COURT
STATE OF FLORIDA
TALLAHASSEE, FLORIDA