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(Address)

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(City/State/Zip/Phone #)

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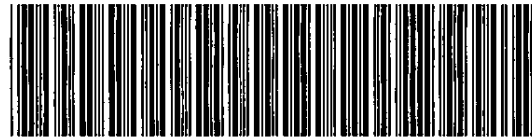
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

2016 OCT -5 P 3:35

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D. BRUCE  
OCT 06 2016

## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT: EVENINGSTAR WORKS, LLC**

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Berkley C. Badger

Name of Person

Investors Choice Group

Firm/Company

600 Bypass Drive - Suite 210

Address

Clearwater, Florida 33764

City/State and Zip Code

berkleybadger@yahoo.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

R. Linda Galler/Berkley C Badger

Name of Person

at ( 727 )

Area Code

796-3339

Daytime Telephone Number

Enclosed is a check for the following amount:



\$25.00 Filing Fee



\$30.00 Filing Fee &  
Certificate of Status



\$55.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)



\$60.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

### MAILING ADDRESS:

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

### STREET/COURIER ADDRESS:

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF**

EVENINGSTAR WORKS, LLC

(Name of the Limited Liability Company as it now appears on our records.)  
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 02/18/2016 and assigned  
Florida document number L16000034547.

This amendment is submitted to amend the following:

**A. If amending name, enter the new name of the limited liability company here:**

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

**Enter new principal offices address, if applicable:**

600 Bypass Drive - Suite 210

**(Principal office address MUST BE A STREET ADDRESS)**

Clearwater, FL 33764

**Enter new mailing address, if applicable:**

same as above

**(Mailing address MAY BE A POST OFFICE BOX)**

**B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:**

Name of New Registered Agent:

Berkley C Badner

New Registered Office Address:

600 Bypass Drive - Suite 210

*Enter Florida street address*

Clearwater, Florida

33764  
*Zip Code*

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MBR	Dunbar, Carl L.	371 Channelside Walk Way #802	<input type="checkbox"/> Add
		Tampa, Florida 33602	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
Trustee	Badger, Berkley C	600 Bypass Drive - Suite 210	<input checked="" type="checkbox"/> Add
AMBR		Clearwater, FL 33764	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
MBR	The Carl L Dunbar Revocable Trust dated 03/19/1997	600 Bypass Drive - Suite 210	<input type="checkbox"/> Add
		Clearwater, FL 33764	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

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 TALLAHASSEE, FLORIDA

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SECTION OF ST.  
TALLAHASSEE, FLORIDA

FILED  
216 OCT -5 P 3 35  
FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE  
ATLANTA, GEORGIA

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Dated September 29, 2016, \_\_\_\_\_

Signature of a member or authorized representative of a member  
Berkley C Badger, Trustee & Authorized Member of The Carl L Dunbar Rev. Trust  
dated 03/19/1997

Typed or printed name of signee

**RESTATEMENT OF  
CARL L. DUNBAR REVOCABLE TRUST AGREEMENT  
Utd March 19, 1997**

THIS RESTATEMENT OF TRUST AGREEMENT is entered into this day, January 8, 2016, between CARL L. DUNBAR, of Hillsborough County, Florida, as Grantor, and CARL L. DUNBAR, of Hillsborough County, Florida, as Trustee.

Grantor initially entered into a Trust Agreement dated March 19, 1997.

The Trust Agreement provided that the Grantor reserved the right to revoke or amend the Trust Agreement in any manner, and the Grantor previously amended the Trust Agreement by Amendments dated November 1, 2004, February 1, 2012, October 2, 2012, July 20, 2015 and December 22, 2015. The Grantor is desirous of further amending the Trust Agreement.

The purpose of this Restatement is to set forth the provisions of the Trust Agreement as now constituted and desired by the Grantor, amending, superceding and replacing all prior provisions with those set forth herein.

**Article I**

The trust estate consists of all assets held in the Trust by the Trustee as of this date, which together with any assets later added to this Trust are referred to as the "Trust Estate." The Grantor hereby transfers, assigns and conveys to the Trustee the property shown on the attached schedule in trust for the beneficiaries and upon the uses and trusts hereinafter set out. Such trust shall now be identified as the **CARL L. DUNBAR REVOCABLE TRUST, d.o.t. March 19, 1997.**

**Article II**

The Grantor reserves the right to alter, amend, modify or revoke this trust in whole or in part at any time and from time to time by an instrument in writing signed by the Grantor and delivered to the Trustee, provided that no such change shall increase the duties or liabilities or decrease the compensation of the Trustee without its consent. The Trustee shall have a reasonable time after receipt of a writing revoking this trust, in whole or in part, in which to deliver the trust property to the Grantor.

**Article III**

(a) During the Grantor's lifetime, the Trustee shall pay all of the net income of the trust currently to the Grantor or as the Grantor otherwise directs in writing and the Trustee shall, from time to time, upon the written direction by the Grantor, pay part or all of the principal to the Grantor or as the Grantor otherwise directs.

(b) In the event the Grantor is unable to manage her financial affairs due to legal, mental or physical disability, or illness, the Trustee may use such part of the net income and principal of the trust as it deems necessary, in its sole and absolute discretion, for the support, health and maintenance of the Grantor or those dependent upon the Grantor for their support.

(c) Determination of the Grantor's incapacity (or regained capacity) shall be made by two (2) licensed physicians (including the Grantor's personal physician, if any) and the Trustee may rely upon written certification of that determination.

#### **Article IV**

The Grantor as well as others shall have the right at any time to add to this trust by depositing additional property with the Trustee hereunder, provided such property is acceptable to the Trustee. All property so deposited shall be held and distributed by the Trustee under the terms and conditions set out in this agreement, unless the instrument by which such property is deposited otherwise provides.

#### **Article V**

Upon the Grantor's death, the Trustee shall pay the Grantor's federal estate tax, as well as any other inheritance tax, liability and shall pay from trust, either directly or through Grantor's Personal Representative, such amounts as that Personal Representative shall certify in writing are required to pay debts, last illness and funeral expenses, taxes, and expenses of administration of the Grantor's estate. The Trustee shall pay all such debts, taxes and expenses from the residue of the trust estate, without apportionment. The determination by the Personal Representative of the Grantor's estate as to the amount of any payment required hereunder shall be conclusive and binding upon all persons interested in the trust and the Grantor's estate and in no event shall any asset not includable in the Grantor's gross estate be used to make such payment. Following payment of the above amounts, if any, and the payment of all other obligations of the Trustee, including the expenses of administration of the trust, the Trustee shall hold and distribute the trust property as provided in the succeeding Articles of this agreement.

Additionally, upon the death of Grantor, the Trustee shall look for a signed list of instructions regarding the disposition of any personal effects and shall distribute the personal property accordingly. The list shall contain a description of the items and the name of the person to whom the item shall be distributed. If no such list is found within thirty (30) days after the death of the trustor, it shall be presumed that none exists.

If any tangible property held in the Trust at the time of Grantor's death is specifically referred to by the provisions of the Grantor's Last Will and Testament, including any Codicil thereto, or what such Trustees in good faith believe to be such Will and Codicil, or by a dated writing referred to in said Will and executed pursuant to the Florida Statute 732.515, then the Trustee may distribute said property to the listed beneficiaries without processing such articles through probate.

#### **Article VI**

Upon the death of Grantor, the Trustee is directed to hold such funded trust in trust for the following uses and purpose:

1. To distribute funds as are necessary, to whomever necessary, for the purpose of payment of the above expenses and cost of settling the Grantor's estate as required hereinabove.
2. The property known and described as 371 Channelside Walkway, Unit 803, Tampa, Fl 33602 shall be sold as soon as practicable with Trustee utilizing the proceeds therefrom to purchase ten (10) immediate annuity(s) for the benefit of Grantor's daughter, CHARLOTTE DONAY CADY, provided she survives Grantor.
3. To KURT DUNBAR and KRISTIE DUNBAR, all right, title and interest in the property known and described as 4356 Lindsey Loop, Dover, Fl 33527.
4. The remaining corpus shall constitute this Trust Estate.
5. The Trustee shall forgive any and all outstanding debts owed to Grantor or the

Trust from any beneficiary hereunder, and divide the Trust Estate as follows:

A. To Grantor's son, BRANDON L. DUNBAR, Twenty (20%) percent of the Trust Estate payable to him with a lump sum equal to five percent of his share and the remaining share payable through an annuity or similar product established by Trustee to provide Grantor's son with monthly or quarterly income payments for a period of ten years.

B. To Grantor's son, KURT DUNBAR, Twenty (20%) percent of the Trust Estate payable to him with a lump sum equal to five percent of his share and the remaining share payable through an annuity or similar product established by Trustee to provide Grantor's son with monthly or quarterly income payments for a period of ten years.

C. To Grantor's granddaughter, KYLIE DUNBAR, Seventeen (17%) percent of the Trust Estate payable to her with a lump sum equal to five percent of her share and the remaining share payable through an annuity or similar product established by Trustee to provide Grantor's granddaughter with monthly or quarterly income payments for a period of twenty years.

D. To Grantor's friend, CRYSTAL LYNN KUGLER, Eighteen (18%) percent of the Trust Estate, provided she survives Grantor, payable to her through an annuity or similar product established by Trustee to provide Grantor's friend with monthly or quarterly income payments for a period of time that will terminate when Grantor's friend will be eligible for full Social Security retirement benefits.

E. To Grantor's daughter-in-law, KRISTIE DUNBAR, Five (5%) percent of the Trust Estate in a lump sum payment.

F. All the rest, residue and remainder of the Trust Estate to Grantor's daughter, CHARLOTTE DONAY CADY, payable to her with a lump sum equal to five percent of her share and the remaining share payable through an annuity or similar product established by Trustee to provide Grantor's daughter with monthly or quarterly income payments for a period of ten years.

G. Should any child of Grantor predecease him or otherwise fail to survive him by twenty days, then their respective share shall pass to their surviving issue per stirpes. If they shall die leaving no surviving issue then their respective share shall pass equally to Grantor's surviving children named herein or their surviving issue per stirpes.

#### **Article VII**

On any division of the trust estate into separate shares or trusts and upon any distribution, trustee may apportion and allocate the assets of the trust estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests, in such manner as trustee, in trustee's absolute discretion, deems advisable. Trustee may sell such property as trustee deems necessary to make any such division or distribution. After any division of the trust estate, trustee may make joint investment with funds from some or all of the several shares or trusts.

#### **Article VIII**

No income or principal to or held for any beneficiary shall, while in the possession of the Trustee, be alienated, disposed of, or encumbered in any manner other than by Trustee action authorized hereby. Throughout the duration of each trust, no beneficiary thereof shall have the powers voluntarily or involuntarily to sell, alienate, convey, or encumber any principal, or income thereof or any interest whatsoever therein until physical distribution or payment is made to him or her and interest of any beneficiary in or claim to any trust assets or benefits shall be subject to the



claims of any of his or her creditors or to judgment, levy, execution, sequestration, garnishment, attachment, bankruptcy or other insolvency proceedings, or any other legal or equitable process.

#### **Article IX**

If at any time any beneficiary entitled to receive income or principal hereunder shall be a minor, or, in the absolute judgment of trustee, shall be mentally or physically incompetent, irrespective of whether legally so adjudicated, trustee may make any such payment, in trustee's discretion, in one or more of the following ways:

- A. Directly to such beneficiary;
- B. To the natural guardian, or the legally appointed guardian or other fiduciary of the person or estate of such beneficiary;
- C. To any person or organization furnishing health care, support, maintenance, or education for such beneficiary; or
- D. By making expenditures directly for the health care, support, maintenance, or education of such beneficiary.

Trustee shall not be required to see to the application of any funds so paid or applied. The receipt of such payee shall constitute a full discharge to trustee. The decision of trustee as to direct payments or application of funds shall be conclusive and binding on all parties in interest.

#### **Article X**

The provisions of this agreement are made in contemplation of the possible birth or adoption of a child or children in the future and the term "child" or "children" as used in this agreement shall include any such child or children. Whenever the terms "child," "children," "descendant," or "descendants" are used in this agreement, such references shall be deemed to include any legally adopted child to the extent that they would include a natural born child of the adopting parent, except that they shall exclude any person whose adoption occurs after such person has reached the age of majority.

#### **Article XI**

(a) The Trustee of any trust created by this agreement may at any time resign by instrument in writing signed by such Trustee and delivered to the Grantor, if then living, and to the persons then entitled to the income from such trust.

(b) On the resignation, removal, incompetency, or death of the initial Trustee, Grantor's advisor and friend, BERKLEY C. BADGER, shall be appointed First Successor Trustee; Should the First Successor Trustee be unable or unwilling for any reason to fulfill its duties then an authorized representative of SUNTRUST BANK shall be the Second Successor Trustee. Should the Second Successor Trustee be unable or unwilling for any reason to act as Trustee hereunder, then an authorized representative of PNC Bank shall act as the Third Successor Trustee. Should both professional Trustees named above fail or refuse to act as Trustee for any reason, then Grantor's surviving children shall appoint a professional Trustee to act as Trustee hereunder.

(c) If a vacancy occurs in the office of Trustee of this trust, then the successor Trustee shall be the individual whom the Grantor, if then living, shall appoint by instrument in writing delivered to the predecessor Trustee and to the successor Trustee. In the event a successor trustee shall not be so designated, the resigning trustee shall have the right to appoint a successor trustee, or the resigning trustee or any beneficiary of this trust may secure the appointment of a successor

trustee by a court of competent jurisdiction, at the expense of the trust estate. The resigning trustee shall transfer and deliver to the successor trustee the then entire trust estate. The resigning trustee shall thereupon be discharged as trustee of this trust and shall have no further powers, discretion, rights, obligation or duties with reference to the trust estate; all such power, discretion, rights, obligation, and duties of the resigning trustee shall inure to and be binding on such successor trustee.

(d) No successor Trustee shall be required to inquire into or audit the acts or doings of any predecessor Trustee or to make any claim against any such predecessor or his or her estate. Any successor Trustee shall have and may exercise all of the powers, privileges, immunities and exemptions conferred on the Trustee as fully and to the same extent as if the successor had originally been named as Trustee herein.

(e) Successor Trustee shall receive compensation for its services in accordance with the applicable fiduciary provisions of the laws of the State of Florida. Trustee shall also have the right to be reimbursed for any out-of-pocket expenses associated with the administration of this trust, including, but not limited to, brokerage commissions, attorney, real estate management and tax preparation fees, and other extraordinary expenses.

(f) Any person or persons appointed to act as trustee or successor trustee under this trust instrument shall not be required to give any bond.

#### **Article XII**

The Grantor has confidence in the investments which have been or will be deposited hereunder, and no change need be made by the Trustee in these investments solely for the purpose of creating a diversity of investments, but the Trustee may sell or otherwise dispose of such investments, if and to the extent the Trustee deems such sale or disposition to be in the best interest of the trust, without being constrained to do so.

#### **Article XIII**

A. In addition to all other powers and discretion granted to or vested in Trustee by law or by this instrument, Trustee shall have the powers and discretion to do all such acts, undertake all such proceedings and exercise all such rights and privileges in the management of the trust estate as if the absolute owner thereof, including, without limiting the generality of the terms hereof, the following:

1. Collect trust property and accept or reject additions to the trust property from a settlor, including an asset in which the trustee is personally interested, and hold property in the name of a nominee or in other form without disclosure of the trust so that title to the property may pass by delivery but the trustee is liable for any act of the nominee in connection with the property so held. Furthermore, Trustee may retain for any period of time without limitation, and without liability for loss of depreciation in value, any property transferred to the Trustee, even though the Trustee would not purchase the property as a trust investment and though its retention might violate principles of investment diversification.

2. Acquire, convey or sell property, personal or real, for cash or on credit, at public or private sale.

3. Acquire an undivided interest in a trust asset, including, but not limited to, a money market mutual fund, mutual fund, or common trust fund, in which asset the trustee holds an undivided interest in any trust capacity, including any money market or other mutual fund from

which the trustee or any affiliate or associate of the trustee is entitled to receive reasonable compensation for providing necessary services as an investment adviser, portfolio manager, or servicing agent. A trustee or affiliate or associate of the trustee may receive compensation for such services in addition to fees received for administering the trust provided such compensation is fully disclosed in writing to all qualified beneficiaries. As used in this subsection, the term "mutual fund" includes an open-end or closed-end management investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended.

4. Exchange, partition, or otherwise change the character of trust property.
5. Deposit trust money in an account in a regulated financial service institution.
6. Borrow money, with or without security, and mortgage or pledge trust property for a period within or extending beyond the duration of the trust and advance money for the protection of the trust. To borrow money at interest rates then prevailing from any individual, bank, or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the trust property by mortgage, pledge, or otherwise.

7. With respect to an interest in a proprietorship, partnership, limited liability company, business trust, corporation, or other form of business or enterprise, continue the business or other enterprise and take any action that may be taken by shareholders, members, or property owners, including, but not limited to, merging, dissolving, or otherwise changing the form of business organization or contributing additional capital.

8. With respect to stocks or other securities, exercise the rights of an absolute owner, including, but not limited to, the right to:

- (a) Vote, or give proxies to vote, with or without power of substitution, or enter into or continue a voting trust agreement.

- (b) Hold a security in the name of a nominee or in other form without disclosure of the trust so that title may pass by delivery.

- (c) Pay calls, assessments, and other sums chargeable or accruing against the securities, and sell or exercise stock subscription or conversion rights.

- (d) Deposit the securities with a depository or other regulated financial service institution.

- (e) To invest in bonds, common or preferred stocks, notes, real estate mortgages, common trust funds, shares of regulated investment companies, or other securities or property, real or personal, including partial interests, such as life estate, term or remainder interests, without being limited by any statute or rule of law governing investments by Trustees

9. With respect to an interest in real property, construct, or make ordinary or extraordinary repairs to, alterations to, or improvements in, buildings or other structures, demolish improvements, raze existing or erect new party walls or buildings, subdivide or develop land, dedicate land to public use or grant public or private easements, and make or vacate plats and adjust boundaries.

10. Enter into a lease for any purpose as lessor or lessee, including a lease or other arrangement for exploration and removal of natural resources, with or without the option to purchase or renew, for a period within or extending beyond the duration of the trust.

11. Grant an option involving a sale, lease, or other disposition of trust property or acquire an option for the acquisition of property, including an option exercisable beyond the duration of the trust, and exercise an option so acquired.

12. Insure the property of the trust against damage or loss and insure the trustee, trustee's agents, and beneficiaries against liability arising from the administration of the trust.

13. Abandon or decline to administer property of no value or of insufficient value to

justify the collection or continued administration of such property.

14. Pay or contest any claim, settle a claim by or against the trust, and release, in whole or in part, a claim belonging to the trust.

15. Pay taxes, assessments, compensation of the trustee and of employees and agents of the trust, and other expenses incurred in the administration of the trust.

16. Allocate items of income or expense to trust income or principal, as provided by law.

17. Exercise elections with respect to federal, state, and local taxes.

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

19. Make loans out of trust property, including, but not limited to, loans to a beneficiary on terms and conditions that are fair and reasonable under the circumstances, and the trustee has a lien on future distributions for repayment of those loans.

20. Employ persons, including, but not limited to, attorneys, accountants, investment advisers, or agents, even if they are the trustee, an affiliate of the trustee, or otherwise associated with the trustee, to advise or assist the trustee in the exercise of any of the trustee's powers and pay reasonable compensation and costs incurred in connection with such employment from the assets of the trust and act without independent investigation on the recommendations of such persons.

21. Pay an amount distributable to a beneficiary who is under a legal disability or who the trustee reasonably believes is incapacitated, by paying the amount directly to the beneficiary or applying the amount for the beneficiary's benefit, or by:

(a) Paying the amount to the beneficiary's guardian of the property or, if the beneficiary does not have a guardian of the property, the beneficiary's guardian of the person;

(b) Paying the amount to the beneficiary's custodian under a Uniform Transfers to Minors Act or custodial trustee under a Uniform Custodial Trust Act, and, for that purpose, creating a custodianship or custodial trust;

(c) Paying the amount to an adult relative or other person having legal or physical care or custody of the beneficiary, to be expended on the beneficiary's behalf, if the trustee does not know of a guardian of the property, guardian of the person, custodian, or custodial trustee; or

(d) Managing the amount as a separate fund on the beneficiary's behalf, subject to the beneficiary's continuing right to withdraw the distribution.

22. On distribution of trust property or the division or termination of a trust, make distributions in divided or undivided interests, allocate particular assets in proportionate or disproportionate shares, value the trust property for those purposes, and adjust for resulting differences in valuation.

23. Prosecute or defend, including appeals, an action, claim, or judicial proceeding in any jurisdiction to protect trust property or the trustee in the performance of the trustee's duties.

24. Sign and deliver contracts and other instruments that are useful to achieve or facilitate the exercise of the trustee's powers.

25. On termination of the trust, exercise the powers appropriate to wind up the administration of the trust and distribute the trust property to the persons entitled to the property, subject to the right of the trustee to retain a reasonable reserve for the payment of debts, expenses, and taxes.

26. To purchase policies of life insurance and /or annuities for the benefit of the trust

beneficiary, and to hold and to pay for the same as an investment and an asset of the estate, any time and upon successive occasions, the premiums to be charged against income or principal, as the Trustee shall determine. Policies of insurance may also be purchase upon other parties for the benefit of the trust as the Trustee in its sole discretion shall deem appropriate. In the event that the Trustee shall have the foregoing powers, duties, and discretion with respect to policies of life insurance held as part of the trust estate:

(a) The Trustee may pay premiums, assessments, or other charges with respect to such policies together with all other charges upon such policies or otherwise required to preserve them as binding contracts but shall be under no duty to do so.

(b) In the event that the Trustee intends not to pay any premium, assessment, or other charge with respect to any policy held by it, or otherwise intends to cancel, convert, or substantially modify any such policy, it shall first give the insured, or the guardian of the person of an insured under disability, at least fifteen (15) days advance written notice of its intention to take such action.

(c) Any amounts received by the Trustee with respect to any policy as a dividend shall be treated as principal.

(d) Upon the receipt of proof of death of any person whose life is insured for the benefit of any trust hereunder, or upon maturity of any policy payable to a Trustee prior to the death of the insured, the Trustee shall collect all sums payable with respect thereto and shall thereafter hold such sums as principal of the respective trust estate, except that any interest paid by the insurer for a period subsequent to maturity shall be considered as income.

(e) The Trustee may accept any payments due it under any settlement arrangement made before or after the death of the insured and may exercise any rights available to it under such arrangement.

(f) The Trustee may compromise, arbitrate, or otherwise adjust claims upon any policies, and may, but shall not be required to, exercise any settlement options available under such policies. The receipt of the Trustee to the insurer shall be a full discharge, and the insurer is not required to see to the application of the proceeds.

Notwithstanding the foregoing, any purchases of life insurance by the Trustee shall be accomplished in such a way as to not allow purchase of life insurance on the original trustor to insure that there is no violation of the provisions of Internal Revenue Code Section 677 (a)(3) nor upon the life of the Trustee so as to not violate any of the rules promulgated under regulation Section 20.2042-1(c)(4).

27. To commingle for investment purposes the property of the trust with the property of any other trust held hereunder, allocating to each an undivided interest in the commingled property. To merge and consolidate at any time, despite any contrary provisions of this instrument, the trust property with the property of any other trust created under this instrument and held by the Trustee for the benefit of the same beneficiaries upon substantially the same terms and conditions, and thereafter to administer such trusts as a separate trust hereunder.

28. To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the trust property and containing provisions excluding personal liability. Additionally, to perform all other acts necessary to accomplish the proper management, investment and distribution of the trust property.

29. To create, prepare, sign and amend from time to time this or any other Trust Agreement as Trustee decides to be appropriate, and act as a Trustee for income from social security and pensions so as to comply with dictates of the Florida Department of Children and Families affiliate

or successor agency to enable Grantor to obtain Medicaid benefits.

30. Trustee shall have the power to deal with governmental agencies and to make applications for, receive and administer benefits on behalf of the Trustors, including but not limited to, Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly or incapacitated. Our Trustee shall also cooperate in government assistance and Medicaid planning initiated by such incapacitated Trustor's Attorney-in-Fact appointed under a Durable Power of Attorney; or, if none, with any Personal Representative or Guardian that may be appointed by a court of competent jurisdiction. Such planning shall include, but is not necessarily limited to, the power and authority to:

1. Transfer ownership of the assets of the Trust Estate from our Trust back to ownership in the name(s) of the contributing Trustor(s);

2. Make home improvements and additions to the Trustors' family residence;

3. Pay off, partly or in full, the encumbrance, if any, on the family residence;

4. Purchase a family residence or a more expensive family residence;

5. Purchase an annuity under the guidelines provided by HCFA Transmittal No. 64 or any successor guidelines issued by the Centers for Medicare and Medicaid Services or similar governmental agency;

6. Make gifts as directed by the incapacitate Trustor's Attorney-in-Fact or make payments under any care contract negotiated by the incapacitated Trustor's Attorney-in-Fact; and

7. Make payments as generally suggested as part of a "Spend-down" program by the incapacitated Trustor's Attorney-in-Fact.

In exercising the above powers, Trustee shall take into consideration that Trustors' primary concern shall be for our mutual welfare and all governmental assistance and Medicaid Planning shall be of secondary importance to our welfare.

B. The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any rule of law relating to perpetuities.

C. To the extent that such requirements can legally be waived, no Trustee hereunder shall ever be required to qualify before, be appointed by or account to any court, or to obtain the order of approval of any court with respect to the exercise of any power or discretion granted in this instrument.

D. At any time that a trust or trust share created under this Agreement has, in the judgment of the Trustee, a value so low that the expenses of maintaining the trust cannot be reasonably justified, the Trustee may, in its discretion, but is not required to, terminate such trust or trust share. In such case, the Trustee shall distribute forthwith the shares so terminated to the beneficiaries thereof.

E. The Trustee's exercise or non-exercise of powers and discretion in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certificate of the Trustee that the Trustee is acting in compliance with this instrument shall fully protect all persons dealing with a Trustee.

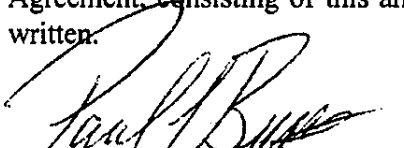
#### Article XIV

Anything in this agreement to the contrary notwithstanding, all property of every trust created herein shall vest in and be distributed to the persons then entitled to the income from such property at the expiration of the time period specified for a valid interest under the Florida Uniform Statutory Rule Against Perpetuities as determined under Section 689.225 of the Florida Statutes, as amended, unless sooner vested as herein provided. The purpose of this provision is to prevent any possible violation of the rule against perpetuities and this provision should be so construed. At the expiration of such statutory period, the Trustee shall distribute the property of each trust or share to the person or persons entitled or permitted to receive the income from such trust or share, and, if more than one person is entitled or permitted to receive income from a trust or share, then the Trustee shall distribute the property of such trust or share among them in such proportions as the Trustee in its discretion shall determine.

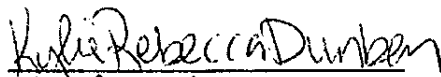
#### Article XV

The Trustee acknowledges receipt of the property set out on the attached schedule, accepts the trust hereby created and covenants that it will faithfully discharge all duties of its office as Trustee.

IN WITNESS WHEREOF, the parties hereto have executed this Restatement of Trust Agreement, consisting of this and eight previously initialed pages, the day and year first above written.

  
Paul J. Burns

  
CARL L. DUNBAR

  
Kylie Rebecca Dunbar Witness

State of Florida }  
County of Hillsborough ss.

Subscribed and sworn before me by CARL L. DUNBAR, Trustor and trustee, and by Paul J. Burns and Kylie Rebecca Dunbar, the witnesses, personally known to me or proved to me on the basis of satisfactory evidence, namely Florida Drivers Licenses respectively, to be the persons whose names are subscribed to this Trust instrument, and acknowledged that they executed it on January 8, 2016.

  
Notary Public for State of Florida

