

PINK HOUSE TRUST

19 September, 2020 CE

Rosh Hershons 5781

Prepared by
Lauchlin Tench Waldoch, Esq.
Waldoch & McConnaughay, P.A.
1632 Metropolitan Circle
Tallahassee, Florida 32308
850-385-1246
lauchlin@mclawgroup.com

PINK HOUSE TRUST

I, Su Zi, as Grantor, hereby create the Pink House Trust ("the Trust") on 19 September 2020. I am the trustee of this Trust and, in that capacity, I and my successors are collectively referred to in this Trust as the "Trustees."

ARTICLE 1 FAMILY

I am married to Clifford E. Mynes, who is referred to as "my husband" in this Trust. My husband and I are both citizens of the United States. I have no children, but we have a family of non-human persons who are dependent on us and for whom this Trust is intended to benefit.

ARTICLE 2 TRANSFERS TO TRUST

I hereby hold as Trustee Ten Dollars (\$10), which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustees agree to accept them. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust. The Trustees accept the responsibility of the Trustees, acknowledge receipt of the current Trust assets, and agree to hold the Trust Estate as set forth in this Trust.

ARTICLE 3 RESERVED RIGHTS

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

- To amend or revoke this Trust;
- To remove a Trustee and to designate a new Trustee;
- To withdraw assets, whether income or principal, from the Trust Estate;
- To require changes in the investments of the Trust Estate, but investments made by me are not subject to review by the Trustees unless my personal rights are suspended under Section 3.2;
- To direct the Trustees to perform any act of administration, whether or not contrary to the terms of the Trust; and
- To direct the Trustees to make distributions during my lifetime to any person named by me.

3.1 By Whom Exercisable. Except as provided below, all rights described above may be exercised only by me personally, from time to time, subject to the following: all exercises of these powers must be evidenced by a written instrument I signed, delivered to the Trustees, and any amendment of the Trust that contains

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"testamentary aspects" as defined in Section 736.0403 of the Florida Statutes or a revocation of the Trust must be executed with the formalities of a Will in Florida. These powers, and any other powers conferred by law on a trust Grantor, may not be exercised by any guardian who may be appointed for me, except as indicated below. An attorney-in-fact to whom I have specifically given the power to amend this Trust in a written instrument executed after October 1, 2011, may modify this Trust to the extent provided in that instrument. In any case, my legal guardian or attorney-in-fact may amend (but not revoke) this Trust to the extent necessary to preserve a tax deduction, exemption, or credit consistent with my beneficial intentions as stated in this Trust. The Trustees are to be held harmless and indemnified from any liability for any of their actions or omissions made in reliance on my actions or instructions under this article.

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

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

(b) **Private Decision.** If the next successor Trustees reasonably believe that I am suffering from any mental or physical disability that would affect my judgment concerning management of the Trust, and if they obtain written confirmation of that opinion from my physician, they may give me written notice to that effect. Upon delivery to me of that written notice, my personal rights reserved in this article will be suspended immediately and the named successor Trustees will serve until my legal capacity is determined by a court or until the persons entitled to give such written notice rescind it.

(c) **Other Facts.** My personal powers will be suspended if the Trustees (or the successor Trustees, if applicable) receive credible and timely evidence that I have disappeared, am unaccountably absent, or am being detained under duress so that I am unable to look after my financial interests.

(d) **HIPAA.** For purposes of this Section 3.2, I appoint each of the persons named above as my personal representative under 45 CFR § 164.502(g), a portion of the regulations implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), to demand, obtain, review, and release to others medical records or other documents protected by the patient-physician privilege, attorney-client privilege, or any similar privilege, including all records subject to, and protected by, HIPAA.

3.3 Homestead Rights. Despite any other provision of this Trust, I reserve the right to reside on any real property owned by the Trust during my lifetime. I will be entitled to claim any available homestead tax exemption for any real property in the Trust, and, for purposes of that exemption, my interest in such property will be deemed an interest in real property and not an interest in personal property. This provision does

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not restrict the Trustees from selling, leasing, or encumbering that property without my joinder in any deed or other instrument, provided any such action is consistent with the intent and purposes of this trust.

ARTICLE 4 PAYMENTS DURING MY LIFETIME

The Trustees shall pay to me or apply for my benefit (without obligation to any guardian who may be appointed for me) any income and principal that the Trustees in their discretion deem necessary or advisable for my best interests. The Trustees in their discretion also may make payments to one or more trusts in which I am a beneficiary, or may create a separate trust for my benefit. If my personal rights are suspended as provided above, the Trustees also may pay to my husband or apply for his benefit any income and principal that the Trustees in their discretion deem necessary or advisable for his health, support, and maintenance.

ARTICLE 5 DISTRIBUTIONS AFTER MY DEATH

Upon my death and after making provision for the payments described later in this instrument, the Trustees shall distribute the remaining Trust Estate as follows:

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

5.2 Specific Gifts of Tangible Personal Property. If my husband does not survive me, I give any right, title or interest I may own in the Buick to Evelyn Mynes. I give all my remaining tangible personal property not given by other provisions of this article, or through my Will or any specific written list described in my Will, including furniture, household furnishings, motor vehicles, clothing, jewelry, and personal effects (together with all insurance on those items), to the Trustees of the Family/Companion Animal Trust, described below.

5.2 Residuary Trust Estate. The Trustees shall retain the Residuary Trust Estate for administration under the terms specified in Article 6.

ARTICLE 6 ADMINISTRATION OF FAMILY/COMPANION ANIMAL TRUST

The Trustees shall hold, administer, and distribute the Family/Companion Animal Trust (referred to as the "Trust") (assets and income in the Family/Companion Animal Trust are referred to as the "Trust Estate") in accordance with the powers granted under this Will and in accordance with the intent and purpose of the Trust as follows:

6.1 Intent and Purpose. The overall goal of the Trust is to preserve and protect my husband and our family of non human persons through effective use of our land and other assets, including my intellectual property rights. I have a Letter of Instruction to the Trustees which accompanies this Will which shall guide them in administering this Trust. My Letter of Instruction may change from time to time and it is my intent that the last dated Letter will reflect my wishes. All duties, rights and powers shall be administered, construed and interpreted with this intent and these purposes in mind, as expanded upon by the most recent Letter of Intent. At the death of my Husband, should he survive me, this Trust is intended to be and shall be construed as a trust under Section 736.0408 Florida Statutes.

(a) Equines. Our equines must continue to receive whatever care, exercise and treatment is appropriate and necessary according to the standard of care established while I was living. My Letter of Instruction identifies the current Equines as well as the Veterinarians, Trainers and individuals ("Equine Professionals Team" or "Team") in whom I have confidence for this purpose. My husband and I trust these individuals to identify others to assist in the care of the equines. If these individuals change during my life, I intend to alter my Letter of Instruction to the Trustees. If the time comes when the care and treatment according to our wishes is not available, we do not want our equines re-homed. The Trustees shall seek the advice of the Equine Professionals Team and upon the unanimous consent of such professionals, shall arrange for the gentle and loving passing over of the equine, with onsite burial in accordance with my Letter of Instruction.

(b) Equine Related Tangible Personal Property. I own and expect to own various items of equine related property, e.g., vehicles (golf carts, tractor, truck and trailer), tack, harnesses, barn equipment, equine supplies and driving carriages. These are to be maintained by the Trustees for use by and for our equines as may be necessary or appropriate. In the discretion of the Trustees, if it becomes necessary and advisable for the care of my equines, then these items may be sold and the net proceeds used for their care, treatment and maintenance as contemplated by this trust.

(c) Home and Land. The home and land shall continue to be used to house the equines and any other animals or non-human dependents that have relied upon us for their care. Upon the death of me and my husband and all the equines, and upon the unanimous consent of the Team, all animals and non-human dependents shall be lovingly and kindly allowed to cross over with onsite burial as provided in my Letter of Instruction; they shall not be re-homed.

(d) Intellectual Property. Any right, title or interest I may own in any intellectual property, including without limitation copyrights, patents or applications for same, shall be held managed and administered by the Trustees as part of this Trust, or as may be advisable, in a separate trust to be managed and administered by the Trustees; provided however, that my intellectual property trustee or administrator shall in all circumstances have control over my physical art and objects and shall be authorized to act as representative with the end goal of copyright in perpetuity with point of sales and physical copies only, no e-copies of intellectual property.

6.2 Distribution of Income and Principal.

(a) If my husband survives me, the Trustees in their sole and absolute discretion may pay to my husband or apply for his benefit any income or principal of the Trust, keeping in mind the intent and purpose of this Trust.

(b) At my husband's death, or if he does not survive me, the Trustees shall continue to manage and administer the Trust in accordance with the Intent and Purpose of the Trust as stated above. The Trustees may pay or apply any income or principal they deem necessary or advisable to further the trust intent and purposes as described herein and expanded upon by my most recently dated Letter of Intent.

6.3 Termination of Trust. Upon the death and crossing over of all equines and the crossing over of all non-human dependants as described above, the Trustees shall pay all costs, taxes and expenses attendant to winding up this Trust and distribute the Trust Estate in a manner that allows the land and house to remain in a conservation or environmental easement or other ownership to further equine, avian or wildlife conservation and preservation. If this cannot reasonably be accomplished, then the land and or the home should be sold to accomplish this, or if equine or wildlife conservation easements cannot reasonably be obtained, then the Trustees have the discretion to sell the home and property and invest the net proceeds into maintaining my intellectual property or depositing such proceeds into any trust created for such intellectual property. If this is not possible then to a charity invested in the preservation of equine and wildlife conservation selected by the Trustee.

**ARTICLE 7
SUCCESSOR TRUSTEES**

After my death or disability, I appoint Val Vlanzy and Northern Trust as the successor Trustees of this Trust and all trusts created by this Trust. If Val Vlanzy fails or ceases to serve he may appoint a successor to serve in his place.

**ARTICLE 8
PROVISIONS GOVERNING TRUSTEES**

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

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

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

(b) **Suspension.** For purposes of this Section, if a Trustee unreasonably fails to sign a release of relevant medical information necessary to determine his or her capacity, that Trustee will be suspended 30 days after the request for

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such a release is delivered to him or her by the named successor Trustee, or if none, by the persons then entitled to appoint a successor Trustee.

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

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

8.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, the remaining Trustees, if any, shall appoint one or more successor Independent Trustees, and may appoint at any time one or more Co-Trustees to serve with a Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee and to me, but if I am deceased or disabled, to all other persons specified in this Section. Nothing in this Article shall be construed to require appointment of a corporate trustee.

8.4 Removal of Trustees. I reserve the right to remove any Trustee for any reason, with or without cause, by giving written notice to that Trustee. After my death, or if my personal rights are suspended as provided in Article 3, the right to remove Trustees may be exercised as follows:

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

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

(c) **Exceptions.** Despite the foregoing, no person proposed to be removed as Trustee may participate in exercising this removal power. Any such person will not be counted in determining the required votes for removal.

8.5 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustees, except that only an Independent Trustee will succeed to the powers vested exclusively in the Independent Trustee. Unless a Co-Trustee continues

to serve, a Trustee ceasing to serve for any reason has the duties and powers necessary to protect the Trust Estate until it is delivered to a successor Trustee.

8.6 Accountings. Unless waived, accountings must be given to Qualified Beneficiaries at least annually (quarterly if a Corporate Trustee is serving), as provided in Sections 736.0813 and 736.08135 of the Florida Statutes. The written approval by a beneficiary (individually or by representation) of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary (or his or her representative) fails to object to an accounting within six months of receiving it, that beneficiary's approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting. The Trustee shall provide all other information required under Section 736.0813 of the Florida Statutes, unless waived as permitted in that section, and the limitations on proceedings against the Trustee as specified in Section 736.1008 of the Florida Statutes will apply, despite any other provision of this section.

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

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

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

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

against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

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

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

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

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

ARTICLE 9 SURVIVAL PROVISIONS

If my husband and I die under circumstances in which there is insufficient evidence to determine the order of our deaths, I will be deemed to have survived my husband for all purposes, including the determination of ownership of all nonprobate assets (to the extent not otherwise prohibited by law). If any beneficiary (other than my husband) is required to survive me or another person to receive a distribution, and if the beneficiary does not survive me or that other person by 90 days, or if that beneficiary cannot be located within one year after my or that other person's death despite reasonable attempts by the Trustees to locate that beneficiary, the beneficiary will be treated as if he or she died before me or that other person.

ARTICLE 10
PROTECTION OF INTERESTS

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

ARTICLE 11
PAYMENTS OF EXPENSES AND TAXES

The Trustees are authorized in their discretion to use the principal and income of the Trust as they deem necessary or advisable for the payment of any legally enforceable obligations, costs of my last illness and funeral. In paying these obligations, expenses, and taxes, the following will apply:

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

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

ARTICLE 12
FIDUCIARY POWERS

I grant to the Trustees full power to deal freely with any property in the Trust. The Trustees may exercise these powers independently and without the approval of any court. No person dealing with the Trustees need inquire into the propriety of any of their actions or into the application of any funds or assets. The Trustees however, shall exercise all powers in a fiduciary capacity in good faith, as a prudent person would using reasonable care, skill, and caution, for the best interest of the beneficiaries of any trust created in this Trust. Without limiting the generality of the foregoing, the Trustees are given the following discretionary powers in addition to any other powers conferred by law; *provided, however that all described powers shall be exercised in accordance with the intent and purpose of this Trust as stated above in Section 6.1:*

12.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustees deem prudent, and to invest in any assets the Trustees deem advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss

on account of those investments, or because those investments are non-productive, as long as the Trustees act in good faith.

12.2 Original Assets. Except as otherwise provided to the contrary, to collect and retain the original assets they receive for as long as they deem best, and to dispose of those assets when they deem advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustees.

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

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

12.5 Specific Securities. To invest in assets, securities, or interests in securities of any nature, whether obtained in domestic or foreign markets, including (without limit) precious metals, and currencies; to invest in mutual or investment funds, including funds for which the Trustees or any affiliate performs services for additional fees, whether as manager, custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustees, their affiliates, or syndicates of which they are a member and I specifically authorize the Trustee to invest in the instruments described in Section 736.0802(5) of the Florida Statutes (including assets other than qualified investment instruments) without notice to or consent from any beneficiary.

12.6 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustees deem advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to grant, acquire, or exercise options; to improve, repair, insure, any property; to erect or alter buildings; to adjust boundaries; and to impose easements, including conservation easements, restrictions, and covenants as consistent with the terms and conditions with this Trust. An instrument described in this section will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

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

12.8 Maintain Assets. To expend whatever funds they deem proper for the preservation, maintenance, or improvement of assets. The Trustees in their discretion may elect any options or settlements or exercise any rights under all insurance policies

that they hold. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustees, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

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

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

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

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

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

12.14 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustees but at the expense of

the Trust, whether or not such Custodian is an affiliate of the Trustees or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustees may direct. While such securities are in the custody of the Custodian, the Trustees will be under obligation to inspect or verify such securities nor will the Trustees be responsible for any loss by the Custodian.

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

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

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

12.18 Self-Dealing. To exercise all their powers even though they may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustees, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust, no Trustee may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property, except pursuant to an ascertainable standard. All power to make such unlimited distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

12.19 Elections. If no Personal Representative is serving for my estate, and to the extent permitted by law, to perform in a fiduciary capacity any act and make any and all decisions or elections under state law or the Internal Revenue Code on behalf of me or my estate, including but not limited to, joining in the filing of income and gift tax returns with my husband, claiming the whole or any part of the expenses of administration as

income tax deductions for my estate or this Trust, electing the marital deduction in whole or in part, making allocations of my exemption from the federal generation-skipping transfer tax, adopting alternate values for estate tax purposes, and selecting taxable years and dates of distribution. The Trustees are specifically excused from making equitable adjustments among beneficiaries because of any election.

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

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

12.22 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustees in their discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, including the allocation of some or all of the net capital gain to the beneficiaries as if it were fiduciary accounting income. The Trustees in their discretion may treat any discretionary distributions of principal as being paid first from realized capital gains. In addition, the Trustees may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as they see fit, all as provided in Section 738.1041 of the Florida Statutes.

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

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

asset after the consolidation or severance is effective will pass with that amount, portion, or specific asset.

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

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

12.27 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustees determine to be not advisable to incorporate.

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

12.29 Loans; Advances. To make loans to anyone under commercially reasonable terms with adequate security.

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

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

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

12.33 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustees are to

be held harmless for any decision to make or not make such a disclaimer. No disclaimer by the Trustees, whether as a fiduciary or as an individual, will cause that person to be treated as having predeceased me for purposes of serving as Trustee.

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

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

- To retain and operate the property for as long as they deem advisable;
- To control, direct, and manage the property, determining the manner and extent of their active participation in these operations, and to delegate all or any part of their supervisory power to other persons that they select;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in agricultural property or other land holdings and to use those funds for all improvements, operations, or other similar purposes;
- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that they deem advisable in conformity with sound and efficient management;
- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the properties and other land holdings; and
- To take all necessary steps to ensure that the agricultural property receives the proper cultivation, irrigation, spraying, pruning, and fertilization as is appropriate for equine and wildlife conservation easements.

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

ARTICLE 13
ENVIRONMENTAL PROVISIONS

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

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

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

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

13.2 Audits. The Trustees may require environmental audits acceptable to them to be made at any time at the expense of the Trust.

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

13.4 Other Laws. These provisions are in addition to other remedial powers and rights given to fiduciaries under applicable law.

ARTICLE 14
INSURANCE PROVISIONS

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

14.1 Payment of Premiums. The Trustees may pay from the income and principal of the Trust any premiums or assessments upon any insurance policies that they hold under the terms of this instrument.

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

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

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

ARTICLE 15
QUALIFIED PLAN PROCEEDS

If any funds from qualified employee benefit plans, individual retirement accounts, or other property from sources specified in Section 2039 of the Internal Revenue Code (collectively referred to as the "Accounts") become available to the Trustees of any trust created under this Trust, the provisions of this article will apply to these trusts and the Accounts paid to them.

15.1 Designated Beneficiaries. I wish to allow the maximum deferral of distributions from the Accounts. Therefore, unless a contrary intent appears in the

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

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

- (a) No portion of the Accounts may be used to pay, directly or indirectly, any debts or expenses of mine or of my estate, including any share of estate taxes payable from this Trust or chargeable to my estate.
- (b) No portion of the Accounts may be used to satisfy a gift to a beneficiary other than a qualified recipient.
- (c) Upon the death of the beneficiary whose measuring life was used for calculating minimum required distributions after my death, further payments from the Accounts (including payments pursuant to the exercise of a power of appointment) may be made only to qualified recipients who are younger than that beneficiary, despite any other provision of this Trust. For example, if my husband is the measuring life for distributions after my death, at his death payments may not be made to anyone older than my husband (such as a sibling or parent of mine) unless there are no younger qualified recipients (such as a descendant of mine). For purposes of the distribution of any portion of the Accounts as specified under this Trust, any successor beneficiary who is older than the measuring life beneficiary will be deemed to have predeceased the measuring life beneficiary.

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

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

15.5 Separate Trust. For ease of administration, the Trustees may hold payments to a trust designated (or allowed) to receive distributions from the Accounts as

a separate trust, to be administered under the same terms as the larger trust entitled to those payments, subject to the special terms of this article.

ARTICLE 16
ADMINISTRATION AND CONSTRUCTION

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

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

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

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

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

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

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

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

- establish a reasonable budget to provide for the needs of the beneficiary;

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- conduct a financial analysis of the beneficiary's needs and determine the amounts reasonably required for his or her care; and
- implement procedures for disbursing funds to the guardian for those purposes.

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

ARTICLE 17 APPLICABLE LAW; TRUST SITUS

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

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

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

17.3 Determining Situs. The Trustees will have a continuing duty to administer the Trust at a place appropriate to its purposes and its administration. In exercising this duty, the Trustees may wish to (but are not required to) consider the factors specified in Section 736.0108 of the Florida Statutes and the impact of a change to a different situs on the following: state and local taxes; compensation of fiduciaries; investment authority; duties, responsibilities, and liabilities of the Trustees; and any other factor appropriate to the new jurisdiction.

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

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

17.8 Intent and Purpose. To reiterate, the overall goal of the Trust is to preserve and protect my husband and our family of non human persons through effective

use of our land and other assets, including my intellectual property rights. I have a Letter of Instruction to the Trustees which accompanies this Will which shall guide them in administering this Trust. My Letter of Instruction may change from time to time and it is my intent that the last dated Letter will reflect my wishes. All duties, rights and powers shall be administered, construed and interpreted with this intent and these purposes in mind, as expanded upon by the most recent Letter of Intent. At the death of my Husband, should he survive me, this Trust is intended to be and shall be construed as a trust under Section 736.0408 Florida Statutes.

ARTICLE 18
MISCELLANEOUS PROVISIONS

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

(a) Fiduciaries.

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

(b) Internal Revenue Code Terms.

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

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- (2) **Gross estate** means gross estate for federal estate tax purposes as defined in Section 2031 of the Internal Revenue Code.
 - (3) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums.
 - (4) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).
 - (5) **Exempt Organization** means an organization contributions to which are deductible under Sections 2055 and 2522 of the Internal Revenue Code.
- (c) **Other Terms.**
- (1) **Residuary Trust Estate** means the Trust Estate (including assets added to the Trust by reason of my death) left after paying all pre-residuary gifts in this Trust and all expenses and charges (other than estate taxes).
 - (2) **Disabled or under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, (iii) having been incarcerated for more than thirty consecutive days, (iv) being unaccountably absent for more than thirty days or being detained under duress, or (v) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (v) above, and all persons may rely conclusively on such a certificate.
 - (3) Removal of a Trustee **for cause** includes, without limitation, the following: the willful or negligent mismanagement of the trust assets by that individual Trustee; the abuse or abandonment of, or inattention to, the

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trust by that individual Trustee; a federal or state charge against that individual Trustee involving the commission of a felony or serious misdemeanor; an act of theft, dishonesty, fraud, embezzlement, or moral turpitude by that individual Trustee; or the use of narcotics or excessive use of alcohol by that individual Trustee.

- (4) The words **will** and **shall** are used interchangeably in this Trust and mean, unless the context clearly indicates otherwise, that the Trustees must take the action indicated; as used in this Trust, the word **may** means that the Trustees have the discretionary authority to take the action but are not automatically required to do so.

18.2 Right to Information. During my lifetime and even if I am disabled, the Trustees shall provide me with any information I request concerning actions taken by the trustees and the operation of the Trust, including a full listing of its assets. Upon my death or disability, the Trustees shall provide such information, upon request, to the person then entitled to remove successor Trustees as specified in this instrument.

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

18.4 Certifications.

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

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

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

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

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

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

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

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

18.10 Binding Effect. This trust agreement extends to and is binding upon my Personal Representatives, successors, and assigns, and upon the Trustees.

Executed as of the effective date written above.

GRANTOR and TRUSTEE

A handwritten signature in black ink, appearing to read 'SuZi', written above a horizontal line.

SuZi

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

Name

Address

Stacey Lockhart

6174 SE 125th Pl

Stacey Lockhart

Belleview FL 34428

Witness - Print Name

T. Hailey

20941 Sunridge Rd

Tyler Hailey

Graveland FL 34736

Witness - Print Name

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STATE OF FLORIDA
COUNTY OF MARION

I, SuZi, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my Trust Agreement.

SuZi
SuZi xSuZi xSuZi 00

We, Sterrin Lockhart and Tyler Hailer,
have been sworn by the officer signing below, and declare to that officer on our oaths
that the Grantor declared the instrument to be her Trust Agreement and signed it in our
presence, and that we each signed the instrument as a witness in the presence of the
Grantor and of each other.

Sterrin Lockhart
Witness

Sterrin Lockhart
Witness

Acknowledged and subscribed before me by the Grantor, SuZi, by means of ☒ physical
presence or ☐ online notarization and who ☒ is personally known to me or ☐ has
produced _____ as identification, and sworn to and subscribed before
me by the witnesses, Sterrin Lockhart, who is personally known to
me or who has produced _____ as identification, and by
Tyler Hailer, who is personally known to me or who has
produced _____ as identification, and subscribed by me in the
presence of the Grantor and the subscribing witnesses, all on Sept. 19, 2020.

Ruby G. Beard
Notary Public, State of Florida
(Stamp Name, Commission and Expiration below)
