

Prepared By and Return To:

Harbor Title & Escrow, Inc.
3201 Cardinal Drive
Vero Beach, FL 32963

Property Appraiser's

Parcel Identification No.

32-40-30-00004-0040-00000.4

\$10.00

**WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)**

THIS WARRANTY DEED, made this 22 day of July, 2013, between Peter G. Robinson, as Personal Representative of the estate of Laura G. T. Robinson **AND** Peter Gamble Robinson, as Successor Trustee of the Peter G. Thompson, Jr. Trust dated August 18, 1955 (former Trustee was Laura G. T. Robinson who is now deceased), whose address is 315 Greytwig Road, Vero Beach, FL 32963, grantor, and Peter G. Robinson and DeeEllen B. Robinson, his wife, whose address is 315 Greytwig Road, Vero Beach, FL 32963, grantee.

WITNESSETH: That said grantors, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations to said grantors in hand paid by said grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situated, lying and being in Indian River County, Florida, to-wit:

Lot D, less the East 100 feet, Block 4, Unit 1, Vero Beach Subdivision as recorded in Plat Book 2, Page 33, of the Public Records of St. Lucie County, Florida. And the abandonment of Public Right of Way as recorded in the Official Record Book 761, Page 1272, of the Public Records of Indian River County, Florida. Said land now lying and being in Indian River County, Florida.

Subject to restrictions, reservations and easements of record, if any, and taxes.

and said grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, grantors have hereunto set grantors' hand and seal the day and year first above written.

SIGNATURES AND NOTARY ACKNOWLEDGMENT ON NEXT PAGE

Signed, sealed, and
delivered in the presence of:

Estate of Laura G. T. Robinson

Frances Tomlinson
Name: Frances Tomlinson

by Peter G. Robinson Personal Rep.
Peter G. Robinson, Personal Representative

[Signature]
Name: _____

delivered in the presence of:

Peter G. Thompson Jr. Trust dated August
18, 1955

Frances Tomlinson
Name: Frances Tomlinson

by Peter Gamble Robinson Trustee
Peter Gamble Robinson, Successor Trustee

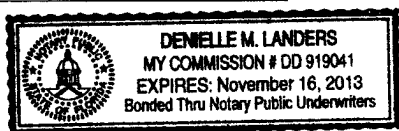
[Signature]
Name: _____

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 22 day of July, 2013, by
Peter G. Robinson (a/k/a Peter Gamble Robinson), who is personally known to me.

My Commission Expires

[Signature]
Print Name: _____
Notary Public, State of Florida



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**IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND FOR
ORANGE COUNTY, FLORIDA.**

IN RE:

**TRUSTS UNDER WILL OF
PETER G. THOMSON, JR.
DATED AUGUST 18, 1955**

**CASE NO: 2012-CP-001719-O
PROBATE RELATED**

PETER G. ROBINSON

Plaintiff,

vs.

**PETE W. SMITH, Individually and as Trustee,
MICHAEL THOMSON SMITH, Individually and
as Trustee, LAURA C. BARRETT, Individually
and as Trustee, PETER G. ROBINSON, ANNE R.
MOORE, LAURA CARROLL ROBINSON,
CAROLYN CONWAY ROBINSON, ANNE
NELSON GONZALEZ, PETER GAMBLE
ROBINSON, II, JOSEPH DEARBORN
ROBINSON, V, DAVID THOMSON MOORE,
LAURA GAMBLE MOORE HENDERSON,
CARROLL FINNEY MOORE HENDERSON,
VICTORIA SMITH DITTRICH, ELIZABETH
SMITH HAMMOND, DEBORAH SMITH
QUINONES, RICHMOND WITHAM SMITH,
III, JENNIFER SMITH WESCOTT, PETER
SMITH BARRETT, ELISABETH CARROLL
BARRETT, and DAVID RYAN BARRETT,**

Defendants.

FINAL JUDGMENT PERTAINING TO TRUST ADMINISTRATION

This action is before this court on the complaint of Peter G. Robinson regarding the seven trusts under the Will of Peter G. Thomson, Jr. dated August 18, 1955 (the "Trust Shares"). The court finds that all necessary parties are a party to this action and have appeared in this

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proceeding and that those parties have waived any notice or the need for a hearing for the relief sought by the complaint and

IT IS ADJUDGED that the terms governing each of the separate Trust Shares are modified by replacing paragraphs 5 through 14 of Item VII with the provisions set forth on Schedule A to Complaint, which is attached to and incorporated into this Final Judgment, and

IT IS FURTHER ADJUDGED that plaintiff's attorneys' fees and costs are awarded in this matter pursuant to § 736.1005, Florida Statutes and shall be paid from the separate Trust Shares held for each of Joseph D. Robinson, IV; Laura Carroll Robinson; Peter G. Robinson; and Anne Robinson, n/k/a Anne R. Moore (the "Florida Grandchildren"), reserving judgment regarding the amount of attorneys' fees and costs if not agreed to among those impacted; and

IT IS FURTHER ADJUDGED that Pete W. Smith is released and discharged as temporary successor trustee of the Trust Shares created for the Florida Grandchildren.

ORDERED at Orlando, Florida on 6 Sept, 2012.

[Signature]
Circuit Judge

Copy to: Laird A. Lile, Esq.

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Attached Schedule A

SCHEDULE A TO COMPLAINT
Establishing Terms of Testamentary Trusts
Under Will of Peter G. Thomson, Jr.
(replacing paragraphs 5 through 14 of Item VII)

This Schedule was created in connection with a proceeding filed in Orange County, Florida by Peter G. Robinson regarding seven separate testamentary trusts provided for by Peter G. Thomson, Jr. for his grandchildren. The term "Grandchild" shall mean R. Witham Smith, Jr. n/k/a Pete W. Smith; Michael Thomson Smith; Laura Carroll Smith n/k/a Laura Carroll Barrett; Joseph D. Robinson, IV; Laura Carroll Robinson; Peter G. Robinson, and Anne Robinson n/k/a Anne R. Moore, as the case requires. These testamentary trusts were created under the Last Will and Testament of Peter G. Thomson, Jr. which was executed on or about August 18, 1955 and which was modified by two codicils, one executed on or about September 4, 1957 and the other on or about July 30, 1958. The phrase "Decedent's Will" means these three documents, which are attached to the Complaint as Exhibits A, B and C. Reference to the Decedent's Will should no longer be necessary because all of the relevant provisions for administering the seven separate trusts are set forth on this Schedule. The terms of the seven separate Trusts, one for each Grandchild, are as follows:

Terms Governing Separate Trusts. The seven separate trusts (each referred to as "Trust") shall be held, administered and distributed as independent and distinct trusts. The Grandchild of Peter G. Thomson, Jr. for whom his or her separate Trust was created shall be referred to as the "Grandchild" for purposes of these provisions.

1. Income. The Trustee shall distribute all of the income to, or for the benefit of, the Grandchild, not less often than quarterly.

2. Principal. If, in the sole and absolute discretion of the Trustee, the income is not sufficient to provide for the health, education, maintenance, and support of the Grandchild, the Trustee may distribute to the Grandchild so much of the principal as the Trustee determines to be necessary to provide for such Grandchild's health, education, maintenance, and support.
3. Termination. Upon the death of the Grandchild, the Trustee shall distribute the remaining trust property, including any income undistributed as of the Grandchild's death, to:
 - a. the Grandchild's descendants who survive the Grandchild, per stirpes, outright and free of trust, or if none, then to
 - b. the descendants of the Grandchild's mother (either Anne T. Smith or Laura G. T. Robinson, as applicable), per stirpes, outright and free of trust; provided, however, any portion otherwise distributable to a living sibling of the Grandchild shall be added to the Trust administered for the primary benefit of the sibling.
 - c. Consistent with the disposition described above, and for clarification because of the original terms under the Decedent's Will, if a Grandchild is not survived by descendants the remaining trust property only benefits descendants of that Grandchild's mother and not the descendants of the sister of that Grandchild's mother.
4. Special Provisions for separate Trust formerly held for Joseph D. Robinson, IV. Joseph D. Robinson, IV passed away prior to the adoption of the terms on this Schedule A. Therefore, consistent with these terms for each separate Trust, the

separate Trust formerly administered for Joseph D. Robinson, IV will terminate and be distributed in equal shares to his two children, namely: Carolyn Conway Robinson and Anne Nelson Gonzalez (formerly known as Anne Nelson Robinson) upon approval of the terms on this Schedule A by the court. The distributions to be made pursuant to this subdivision shall not be subject to postponement of possession.

5. Postponement of Possession. If any trust property is otherwise distributable to a person who has not reached the age of thirty years, the trust property shall immediately vest in the person but the trustee may retain possession of the property as a separate trust, paying to or for the benefit of the person so much or all of the income and principal as the trustee deems necessary from time to time for the person's health, maintenance in reasonable comfort, education (including postgraduate), and best interests, annually adding to principal any income not so paid. Upon the person attaining thirty years of age, the trustee shall distribute the trust property to him or her or to the estate of the person if he or she dies before receiving the trust in full.
6. Trustees. The Trustee and the succession of trustees for each separate Trust is set forth below:
 - a. Laura Carroll Barrett. Laura Carroll Barrett shall be the Trustee of the Trust from which she is entitled to receive distributions during her lifetime. If Laura Carroll Barrett ceases to serve as the Trustee, then a majority of her children, or the lawful appointed guardian of her minor or incompetent children, shall appoint a successor Trustee. If they fail to do so, then a majority of Pete W. Smith and Michael Thomson Smith shall appoint a successor Trustee. If they also fail to do so, then a majority of the beneficiaries who would be entitled to

a distribution of income or principal hereunder in the event of Laura Carroll Barrett's death with Laura Carroll Barrett not being survived by lineal descendants shall appoint a successor Trustee. If the position of Trustee remains unfilled for a period of more than 30 days, then any qualified beneficiary can request the Probate Division of the Court of Common Pleas for Clermont County, Ohio to appoint a successor Trustee.

- b. Pete W. Smith. Pete W. Smith shall be the Trustee of the Trust from which he is entitled to receive distributions during his lifetime. If Pete W. Smith ceases to serve as the Trustee, then a majority of his children, or the lawful appointed guardian of his minor or incompetent children, shall appoint a successor Trustee. If they fail to do so, then a majority of Laura Carroll Barrett and Michael Thomson Smith shall appoint a successor Trustee. If they fail to do so, a majority of the beneficiaries who would be entitled to a distribution of income or principal hereunder in the event of Pete W. Smith's death with Pete W. Smith not being survived by lineal descendants shall appoint a successor Trustee. If the position of Trustee remains unfilled for a period of more than 30 days, then any qualified beneficiary can request the Probate Division of the Court of Common Pleas for Clermont County, Ohio to appoint a successor Trustee.
- c. Michael Thomson Smith. Michael Thomson Smith shall be the Trustee of the Trust from which he is entitled to receive distributions during his lifetime. If Michael Thomson Smith ceases to serve as the Trustee, a majority of his children, or the lawful appointed guardian of his minor or incompetent

children, shall appoint a successor Trustee. If they fail to do so, a majority of Laura Carroll Barrett and Pete W. Smith shall appoint a successor Trustee. If they also fail to do so, then a majority of the beneficiaries who would be entitled to a distribution of income or principal hereunder in the event of Michael Thomson Smith's death with Michael Thomson Smith not being survived by lineal descendants shall appoint a successor Trustee. If the position of Trustee remains unfilled for a period of more than 30 days, then any qualified beneficiary can request the Probate Division of the Court of Common Pleas for Clermont County, Ohio to appoint a successor Trustee.

- d. Laura Carroll Robinson. Laura Carroll Robinson shall be the Trustee of the Trust from which she is entitled to receive distributions during her lifetime. If Laura Carroll Robinson fails to serve as the Trustee, then Bessemer Trust Company, N.A. shall serve as successor Trustee and if it fails to do so, then a majority of the beneficiaries who would be entitled to a distribution of income or principal hereunder in the event of Laura Carroll Robinson's death with Laura Carroll Robinson not being survived by lineal descendants shall appoint a successor Trustee. If the position of Trustee remains unfilled for a period of more than 30 days, then any qualified beneficiary can request the Circuit Court in Orange County, Florida to appoint a successor Trustee.
- e. Anne R. Moore. Anne R. Moore shall be the Trustee of the Trust from which she is entitled to receive distributions during her lifetime. If Anne R. Moore ceases to serve as the Trustee, then a majority of her children, or the lawful appointed guardian of her minor or incompetent children, shall appoint a

successor Trustee. If they fail to do so, then a majority of Laura Carroll Robinson and Peter Gamble Robinson shall appoint a successor Trustee. If they also fail to do so, then a majority of the beneficiaries who would be entitled to a distribution of income or principal hereunder in the event of Anne R. Moore's death with Anne R. Moore not being survived by lineal descendants shall appoint a successor Trustee. If the position of Trustee remains unfilled for a period of more than 30 days, then any qualified beneficiary can request the Circuit Court in Orange County, Florida to appoint a successor Trustee.

- f. Peter Gamble Robinson. Peter Gamble Robinson shall be the Trustee of the Trust from which he is entitled to receive distributions during his lifetime. If Peter Gamble Robinson fails to serve as the Trustee, then a majority of his children, or the lawful appointed guardian of his minor or incompetent children, shall appoint a successor Trustee. If they fail to do so, then a majority of Laura Carroll Robinson and Anne R. Moore shall appoint a successor Trustee. If they also fail to appoint a successor Trustee, a majority of the beneficiaries who would be entitled to a distribution of income or principal hereunder in the event of Peter Gamble Robinson's death with Peter Gamble Robinson not being survived by lineal descendants shall appoint a successor Trustee. If the position of Trustee remains unfilled for a period of more than 30 days, then any qualified beneficiary can request the Circuit Court in Orange County, Florida to appoint a successor Trustee.

- g. Joseph D. Robinson, IV. Anne C. Conway shall be the Trustee of the Trust that had been administered for Joseph D. Robinson, IV which will terminate in favor of his daughters Carolyn Conway Robinson and Anne Nelson Gonzalez as a result of his death on May 1, 2011. If Anne C. Conway ceases to serve as the Trustee for this Trust, then Anne Nelson Gonzalez and Carolyn Conway Robinson shall serve together as successor Co-Trustees or if only one of them is able to serve then that person shall serve as the sole Trustee.

7. General Trustee Provisions.

- a. Successor Trustees. Any successor Trustee shall have each and every right, privilege, power, discretion, authority and duty of the original Trustee and shall be subject to the same responsibilities. Upon the payment and delivery to any successor Trustee of all the property and assets of the applicable trust estate, and after full settlement of accounts, the responsibilities and liabilities of the predecessor Trustee shall terminate. No successor Trustee shall be required to investigate the acts of any predecessor Trustee, nor be responsible for any of the acts or omissions of any predecessor Trustee.
- b. Compensation for Trustees. Each Trustee may receive fair and reasonable compensation from the separate Trust for which he or she serves as such. Each Trustee is entitled to reimbursement of reasonable expenses incurred in the administration of the separate Trust.
- c. No Bond. Each Trustee provided for in this instrument is relieved from any requirement otherwise imposed to give bond, surety, or any other security.

8. Trustee Powers. In addition to any powers conferred by law, subject to the limitations under this Trust, each Trustee shall have the power to do the following in his or her fiduciary capacity as to the Trust held hereunder for which the Trustee is serving:

- a. Retain assets received from any source, without regard to the Trustee's interest in the assets in any other capacity, as authorized by law for the investment of Trust funds.
- b. Keep all or part of the assets at any place in or outside the United States.
- c. Invest the assets in common or preferred shares of any corporation; shares or interests in investment trusts; open-end or closed-end mutual funds; common trust funds; certificates of deposit; money market funds; savings accounts; interests in real estate; mortgage loans; bonds or debentures of any corporation, government or government agency; contractual obligations of any kind; notes; partnership interests; equity interests in any business or investment organization; and every other kind of property or investment.
- d. Buy and sell real and personal property, publicly and privately; to give options to buy and sell real and personal property for any length of time; to buy and sell securities and to buy and sell covered and uncovered options; to lease real and personal property for any term irrespective of the duration of administration of any Trust; to mortgage real property and pledge personal property; and to execute and deliver instruments to effectuate such powers without liability on the part of any purchaser, lessee, mortgagee or pledgee to see to the application of the purchase money.
- e. Exercise options with respect to the assets.

- f. Participate in the formation, operation, dissolution, liquidation, or change in the form or structure of any business or other enterprise.
- g. Delegate management of qualified family-owned businesses.
- h. Improve, repair, develop, manage, insure, lease (including for periods extending beyond the term of the Trust), partition, grant easements with respect to, abandon, or otherwise deal with any assets.
- i. Borrow money for any Trust purpose and from any source including the Trustee, in its non-fiduciary capacity, on such terms (including interest rates, security, and loan duration) as the Trustee considers advisable.
- j. Lend assets to such persons or entities on such terms (including interest rates, security, and loan duration) as the Trustee considers advisable.
- k. Sell, exchange, encumber, or otherwise dispose of assets on such terms and with such warranties or indemnifications as the Trustee considers advisable.
- l. Collect, pay, and compromise debts and claims in favor of or against the Trust.
- m. Hold property in the name of the Trustee or any custodian or nominee, without disclosing this Trust, but the Trustee is responsible for the acts of any custodian or nominee so used.
- n. Pay and advance money for the Trust's protection and for all expenses incurred in its administration.
- o. Prosecute or defend any action for the protection of the Trust or the Trustee in the performance of the Trustee's duties, and pay, contest, settle or abandon

any claim by or against the Trust or the Trustee in the performance of the Trustee's duties.

- p. For convenience in management and investment, apportion undivided interests in assets held by the Trustee to any one or more separate Trusts.
- q. Hold assets of separate shares or Trusts as a single fund, in which event each separate share or Trust shall have an undivided interest in the single fund.
- r. Enter into voting trusts and grant proxies, powers of attorney, or powers of any other form or nature, with or without power of substitution, on such terms as the Trustee considers advisable.
- s. Employ, pay, and delegate authority to brokers, custodians, agents, accountants, attorneys, investment advisors, and other persons or entities, as Trustee considers advisable.
- t. Make any apportionment, division, or distribution of assets, wholly or partly in kind, and on a pro rata or non-pro rata basis as Trustee considers advisable.
- u. Determine in accordance with principles of applicable law whether assets and expenses shall be allocated as or to principal or income, except as otherwise provided in this Trust, although any provisions of this Trust specifying allocations between principal and income shall, to the extent permissible by law, override contrary provisions of the Florida Statutes or other applicable law.
- v. Hold assets otherwise directed to be added to any Trust as a separate Trust having terms identical to the terms of the existing Trust, and divide any Trust on a fractional basis into two or more separate Trusts for any reason.

- w. Execute and deliver deeds, mortgages, leases, bills of sale, assignments, and other instruments necessary or useful in the exercise of the powers granted in this Trust.
- x. Make elections and allocations regarding taxation, the timing or manner of receipt of assets, or any other matters even though advantageous to one or more beneficiaries and not to others. The Trustee shall not make adjustments between income and principal or among beneficiaries as a result of such elections or allocations.
- y. Disclaim or reject any asset if the Trustee determines the liabilities associated with the asset are likely to exceed the value of the asset.
- z. Exercise all rights with respect to the assets and perform all other acts that are appropriate in the Trustee's judgment for the proper management and investment of the assets and administration of the Trust.

9. Trust Administrative Provisions.

- a. No person leasing or purchasing property from or lending money to or otherwise dealing with any Trust, and no transfer agent requested to transfer corporate securities to or from any Trust, need inquire as to the purpose of the lease, sale, loan, transfer or assignment or see to the application of the proceeds, and the receipt of the Trustee shall be a complete acquittance and discharge of such person for the amount paid.
- b. The Trustee is authorized, subject to the terms of the Trust, in its sole discretion, to make any distribution of the Trust estate in cash or in kind, or partly in cash and partly in kind, and to divide any real and personal property

whether it is legal or equitable. The Trustee may make any distribution or division at such valuations as the Trustee may in good faith establish therefor, and all persons shall be bound by the division so made.

- c. If the Trustee has a reasonable doubt about the manner of allocating any credit or charge to principal or income under applicable law, the Trustee shall have the power, exercisable as a fiduciary in good faith, (i) to determine whether money or property coming into its possession shall be treated as principal or income, provided that distributions of capital gains by regulated investment companies, capital gains on the sale of assets, and stock dividends in stock of the declaring corporation shall be allocated to principal; (ii) to charge or apportion expenses or losses to principal or income; (iii) to establish and maintain reasonable reserves for depreciation, depletion, amortization and obsolescence, and if any portion of the Trust estate consists of a wasting asset, to establish and maintain reasonable reserves for such asset; and, (iv) to amortize or not to amortize both premiums and discounts on investments.
- d. The Trustee is authorized to employ legal counsel and other agents in any matter in connection with the administration of any of the Trusts.
- e. The Trustee may pay such compensation and expenses in connection therewith as the Trustee deems reasonable under the circumstances.
- f. Any insurance company which has issued a policy of insurance payable to the Trustee hereunder need not inquire into or take notice of this Item VII-A, nor see to the application of the proceeds of any such policy or any other amounts paid to the Trustee with respect to it, and the receipt of the Trustee shall be a

complete release and discharge of the insurance company for the amount so paid and shall be binding upon every beneficiary of any Trust created hereunder. If a dispute arises with respect to the collection by the Trustee of the proceeds of any such policy, the Trustee shall have authority to compromise such dispute in any manner it deems to be in the best interests of the Trust, and the Trustee may enter into any agreement with respect to such compromise which it deems appropriate and may release any insurance company from any liability under any such policy. The Trustee need not engage in litigation to collect the proceeds due under any such policy unless and until it is fully indemnified to its satisfaction by beneficiaries of the Trust from any liability which may result from such litigation, including obligations incurred by the Trustee for attorney fees, court costs and other expenses incident to such litigation.

- g. Income or principal of any Trust which becomes payable or is, in the discretion of the Trustee, distributable to any beneficiary who is incapacitated or incompetent may be paid to such beneficiary, despite his or her incapacity or incompetency, to his or her parent or parents, to the guardian or guardians of his or her person or estate, to a custodian for such beneficiary designated by the Trustee, or to any person, corporation or institution for the benefit of such beneficiary, as the Trustee deems reasonable. The receipt of any such payee shall be a complete discharge and release of the Trustee.
- h. For all purposes, a person shall be considered incapacitated or incompetent if under the age of 18 years, or if so declared by a court having jurisdiction, or if

such person's personal physician or any two physicians selected by the Trustee shall advise the Trustee of such incapacity or incompetency in writing. Any such incapacity or incompetency established in the first instance by declaration of court may be removed only by such court or if established in the first instance by such person's personal physician or any two physicians selected by the Trustee, may be removed by either the personal physician then serving such person or any two physicians selected by the Trustee (who need not be the same two physicians who may have advised the Trustee of such person's incapacity or incompetency).

- i. As used herein, "per stirpes" shall mean the following method of dividing an estate: The estate shall be divided into as many shares as there are (i) surviving persons in the nearest degree of kinship to the decedent plus (ii) deceased persons in the same degree who leave issue surviving the decedent. Each surviving person in the nearest degree of kinship shall receive one such share, and the share of each such deceased person in the same degree shall be divided among his issue according to this same per stirpital method.
- j. Notwithstanding any other provisions on this Schedule, unless terminated at an earlier date under the provisions hereof, all Trusts shall terminate no later than the day required pursuant to the applicable provisions of the Florida Statutes, as they may be amended, and thereupon the Trustee shall distribute to the persons then entitled to receive income from any Trust the share of the Trust from which any person is then entitled to receive income.

- k. The interest of any beneficiary in any Trust created hereunder shall not be subject to the claims of creditors and shall not be subject to attachment, execution or other legal process or lien brought by or in favor of a creditor or creditors of any such beneficiary, and no alienation or assignment of any interest in the subject matter of any Trust, whether of principal or income, shall be binding upon the Trustee or anyone who may deal with it. If any such beneficiary shall attempt to alienate or assign his or her interest in any Trust or the income therefrom, or if any creditor shall seek to attach it, execute against it or secure a lien thereon, the interest of such beneficiary in any Trust and the income thereof shall cease. Thereafter the Trustee shall hold the Trust until the date set for its termination hereunder, using the income or principal of the Trust for the support and maintenance of such beneficiary or his or her spouse or minor children, in such manner as the Trustee, in its sole discretion, deems best. Upon termination of such Trust, the Trustee shall pay the principal and any undistributed income to the persons entitled thereto hereunder.
- l. The Trustee shall have the right to employ any investment counsel for the supervision of the investments of any Trust or of any separate fund thereof.
- m. If investment counsel is employed, the Trustee shall follow the written recommendations or instructions of such counsel, without liability for any neglect, omission, misconduct, mistake or default of such investment counsel and shall not be liable or responsible to any person whomsoever for any loss or depreciation of the value of the Trust estate, or of any separate fund, or for

any action taken or omitted by reason of having followed the advice of investment counsel.

- n. At any time when investment counsel has not been designated to act hereunder, either with respect to the entire Trust estate or with respect to a separate share thereof, the Trustee shall have the responsibility for making investments, reinvestments and changes in investments of the Trust estate, or such separate share, as the case may be.
- o. The fees of investment counsel shall be charged against income of the Trust estate.
- p. During any period when investment counsel is serving hereunder, either with respect to the entire Trust estate or a separate share thereof, the compensation to which the Trustee is entitled as to the Trust estate or such separate share, as the case may be, shall be that which is provided for in the Trustee's then current schedule of fees for serving as Trustee without investment responsibilities, and the Trustee shall have no duty, during such period, to monitor investments or to make investment recommendations concerning the assets of the Trust estate, or such separate share, as the case may be, to any person whomsoever. It is understood that when there is an investment advisor, the Trustee has no fiduciary obligations as to investments.
- q. If, at any time during the administration of any separate Trust share created hereunder, more than one Trustee is serving in that capacity, a Co-Trustee may, in writing, designate any other Trustee to exercise all of the powers, rights, and duties of the designating Trustee. The Trustee receiving such

designation shall be authorized to act on behalf of such designating Trustee until such designation is withdrawn in writing. Such designation shall be binding upon all persons. Further, if there are at any time more than two Trustees serving on behalf of any Trust, and the Trustees cannot agree on any given decision, then the majority of the Trustees shall prevail. In the event that a majority decision cannot be established, whether by reason of an equal split decision by an even number of Trustees or by circumstances of abstention and/or other refusals to act, or otherwise, any Co-Trustee may institute an arbitration under the rules of the American Arbitration Association, for a determination as to which action (or decision not to act), then in dispute, is in the best interest of the Trust in question.

- r. Words or terms used in the singular or plural shall be read in the plural or singular, and pronouns shall be read in feminine, masculine or neuter gender, as the facts or context may require to accomplish the purpose intended.
- s. All questions pertaining to the Trust and its validity and the administration thereof, and to the construction of this Agreement, shall be determined in accordance with the laws of the state of Florida.
- t. If any Trustee is unable to act as Trustee with respect to any real estate located outside of the state of Florida, then such person or persons or corporation as may from time to time be appointed by the Trustee in writing shall act as Trustee with respect to such real property without order of court, and shall have all the powers and discretions with respect to such property as are herein given to the original Trustee and shall be paid the reasonable value of the

services rendered. The Trustee may remove such appointed Trustee and appoint another upon ten (10) days written notice. Should such property be sold, exchanged or otherwise disposed of, the proceeds thereof shall be remitted to the original Trustee. Such appointed Trustee may employ the Trustee as agent in the administration of such property. No surety shall be required on the bond of any Trustee or agent acting upon the provisions of this paragraph. No periodic court account or other statutory accounting shall be required of such appointed Trustee. Such appointed Trustee shall, however, send semi-annual statements to the current income beneficiaries and to the Trustee.

[End of Schedule A]