

THE  
ALEX R. JAYNE  
REVOCABLE TRUST

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## **THE ALEX R. JAYNE REVOCABLE TRUST**

I, ALEX R. JAYNE, hereby execute this document on the 27<sup>TH</sup> day of April, 2017, as my revocable living trust. I declare that I am a citizen of the United States of America, with my permanent residence and legal domicile at Palm Beach County, Florida. This Trust shall be known as the ALEX R. JAYNE REVOCABLE TRUST.

WITNESSETH:

### **ARTICLE I**

#### **INFORMATIONAL STATEMENT**

I am married and my Spouse's name is LINDA JAYNE (hereinafter referred to as my "Spouse"). I have three children: MARGARET ANNE JAYNE, CHARLES ALEXANDER JAYNE, and HAYLIE JAYNE ROLFE.

### **ARTICLE II**

#### **TRUST CORPUS**

This Trust shall consist of my original TEN DOLLAR (\$10.00) contribution and any additional assets contributed by me or by any other person by *inter vivos* or testamentary transfer. The Trust assets shall include those listed on the SCHEDULE OF ASSETS attached hereto and any property of any kind and character, including insurance benefits of any nature contributed to the Trust. Any asset registered in the name of the Trust or Trustee shall be presumed to be a part of this Trust, whether such asset is listed on the SCHEDULE OF ASSETS or omitted therefrom. It is my intent to expand rather than restrict the list of assets held in this Trust.

### **ARTICLE III**

#### **RESERVATION OF RIGHTS**

**A.** I reserve the right to amend or revoke this Agreement at any time in whole or in part by an instrument signed by me in the presence of two (2) witnesses who sign in my presence and in the presence of each other.

**B.** I am entitled for my lifetime to the use and occupancy of any real property held in this Trust. It is my intent and purpose to qualify any such property occupied by me for the Homestead Exemption and any other exemption provided by Florida Statutes.

## **ARTICLE IV**

### **DISPOSITION OF INCOME AND PRINCIPAL DURING MY LIFETIME**

**A.** The Trustee shall distribute to me or to any person I direct such part or all of the income or principal, or both, of the Trust as I shall request at any time in writing. In addition, the Trustee shall from time to time distribute to me or expend for my benefit and any person dependent upon me, so much of the income and principal which, together with funds available to me from other sources and known to the Trustee, will in the sole discretion of the Trustee and consistent with the value and purpose of the Trust, maintain me and those dependent upon me as nearly as possible in the mode of living to which we have become accustomed.

**B.** Should the circumstances warrant it, the Trustee is authorized to arrange for services of a companion or registered or practical nurse to remain with me in my home on an around-the-clock basis, if necessary, or alternatively to arrange for convalescent care or nursing home care, with or without such companions or nurses, as my Trustee deems advisable. I desire to be maintained at home and not moved to a health care facility unless such action shall be absolutely necessary for my physical and/or mental survival. I authorize my Trustee to completely exhaust the assets of the Trust for my care without any consideration for the amounts which my beneficiaries might otherwise receive after my death or during my life.

## **ARTICLE V**

### **PAYMENTS FOR BENEFIT OF MY ESTATE UPON MY DEATH**

**A.** Upon my death, the Trustee shall collect any life insurance proceeds that may be payable and shall hold such proceeds along with all of the trust assets, as they shall then consist (including any property which may be added to the trust by my Last Will and Testament), all of which shall be administered and distributed subject to the following terms and conditions:

**1.** Any accumulated, accrued, and undistributed income determined as of my date of death shall be added to and become a part of the principal of the trust estate.

**2.** The Trustee shall pay out of the portion of the principal of the trust that is not exempt under Florida law from any claims of the Settlor's creditors to the domiciliary Personal Representative of my estate from time to time such sum or sums as such Personal Representative may certify to be required to pay my "death obligations," consisting of the following:

**a.** The expenses of my last illness and funeral, of delivering and safeguarding bequests (including tangible personal property), and of administering my estate, including fees and expenses

attributable to assets includable in my gross estate in any jurisdiction where administration of my estate may be appropriate; and

b. All of my enforceable debts, excluding debts secured by life insurance and debts secured by real or personal property whether such property is owned by me individually or with other individuals or entities.

3. Notwithstanding anything contained herein to the contrary, I specifically do not waive any protection afforded by any statute pursuant to the laws of the State of Florida which would cause any asset disposed of under this Agreement to be exempt from the payment of any obligations under this Article.

B. The Trustee shall pay, either directly to the applicable taxing authorities or to the Personal Representative of my probate estate for payment by the Personal Representative to the applicable taxing authorities, any estate, inheritance, legacy, succession, transfer or other death taxes, including any interest and penalties thereon (other than any additional estate tax imposed by Code Sec. 2031(c)(5)(C), 2032A(c) or 2057(f), any generation-skipping transfer tax on any generation-skipping transfer other than a direct skip or any comparable tax imposed by any other taxing authority) imposed by any domestic or foreign taxing authority on my death (herein "death taxes") with respect to (a) the property disposed of under my Last Will and Testament (including any property passing to the Trustee under my Last Will and Testament), (b) any property otherwise passing to the Trustee by reason of my death and (c) all property held by the Trustee under this Agreement at my death. Said death taxes shall be charged against and paid without apportionment out of the residue of my trust estate as an administration expense. For this purpose, the residue of my trust estate shall not be deemed to include property passing to a marital trust if I am survived by a Spouse, but shall consist of all other property, after satisfaction of specific devises or charitable bequests, existing prior to distribution according to the provisions applicable upon the death of my Spouse, or upon my death if my Spouse fails to survive me. Such taxes on property not passing under this Trust or my Last Will and Testament shall be apportioned to and paid from such property by those succeeding to such property, taking into account the provisions of any instrument governing such property, the provisions of the Internal Revenue Code, and any provisions of other applicable law apportioning such taxes.

1. **Modifications.** However, the following clarifications and/or modifications of the general rule set forth in the preceding paragraph shall apply:

a. The tax on any QTIP property included in my gross estate under Code Sec. 2044 shall be apportioned and paid in the manner provided in Code Sec. 2207A. If not already provided by applicable law, to the extent that I have power to do so, I direct that state and

foreign taxes shall be apportioned to and paid from the property at the marginal rate in that same way Federal tax is payable, so that QTIP property shall contribute all the additional tax at the marginal rate caused by its inclusion. I further direct that any provisions of my Spouse's Will or other governing instrument which provides which portion of a trust, or which of two or more trusts, of QTIP property should pay taxes shall be followed and my Personal Representative shall pursue any right of reimbursement against such trusts only in a manner consistent with that provision.

b. To the extent any interests in properties pass to a trust that could qualify for the Federal estate tax marital deduction by an election by the Personal Representative under Code Sec. 2056(b)(7) and are not allowed as a Federal estate tax marital deduction, taxes shall be borne by those interests in properties not allowed as a Federal estate tax marital deduction to the extent the taxes thereon exceed what those taxes would have been if the value of those interests in properties for Federal estate tax purposes had been allowed as a Federal estate tax marital deduction.

c. Any generation-skipping transfer tax (other than a tax on a direct skip of property passing as part of my estate and disposed of under this Trust prior to the Article disposing of my residuary estate) shall be charged to the property constituting the transfer in the manner provided by Code Sec. 2603(b).

**2. Reference to Code.** I hereby make specific reference to Code Sec. 2207A (concerning tax on QTIP property), Code Sec. 2207B (concerning tax on property included under Code Sec. 2036) and Code Sec. 2603(b) (concerning the generation-skipping transfer tax under Chapter 13) and to corresponding provisions of state law, and I direct that they shall apply to the extent they are consistent with the above and shall not apply to the extent they are inconsistent with the above.

**3. Apportionment Prevails Over Abatement.** If payment of taxes from my residuary estate in accordance with the foregoing exhausts the share or shares of my residuary estate that generate the tax, the balance of tax due shall first be charged and apportioned to specific bequests, if any, and any balance due after that shall be apportioned in accordance with the rules of tax apportionment rather than the rules of abatement.

**C.** After providing for the foregoing, the Trustee shall distribute to my Personal Representative or directly to the respective beneficiary, as such Personal Representative may direct, from the principal of the trust estate, outright and free of the trust, such general cash bequests in such amounts as I may effectively appoint by Will. The Trustee shall also deliver to my Personal Representative any property in the trust

which is effectively specifically bequeathed or devised by my Will, specifically including, but not limited to, the devise of Florida homestead property.

D. The balance of the trust estate shall be administered and distributed as hereinafter provided in this instrument.

## ARTICLE VI

### DISPOSITION OF TRUST BALANCE SUBSEQUENT TO MY DEATH

A. Upon my death and after provision has been made for such of those matters set forth in the preceding Articles of this instrument as may be applicable, the balance of the trust property shall be disposed of as follows:

1. If my Spouse survives me, the balance of the trust estate shall be allocated to the Marital Trust under this Declaration, to be held and administered pursuant to Paragraph C, below.

2. Notwithstanding Paragraph 1, above, the Trustee shall distribute to a Marital Trust only that share of such Marital Trust as to which my Personal Representative shall make the election under Code Sec. 2056(b)(7) or any similar election permitted under applicable state law (the "QTIP Election"). That portion of a Marital Trust as to which my Personal Representative shall not make the QTIP Election shall be allocated to the Unified Credit Trust under this Declaration, to be disposed of under the terms of that trust.

3. If my Spouse does not survive me, the balance of the trust estate shall be distributed pursuant to Paragraph D, below.

B. **Unified Credit Trust:** Until the death of my Spouse, property that is to be held as or disposed under the terms of the Unified Credit Trust shall be held and administered under the following terms and conditions:

1. The Trustee may, from time to time, distribute to or apply for the benefit of my Spouse, any such portion or portions of the net income which is earned by the trust, as the Trustee shall deem appropriate for the health, education, maintenance, and support of my Spouse. Any of such net income not so paid or applied shall be accumulated and added to the principal of the trust.

2. The Trustee may, from time to time, distribute principal in such amount or amounts as the Trustee may determine, in the Trustee's sole discretion, to or for the benefit of my Spouse for the health, education, maintenance, and support of my Spouse. In exercising this discretionary power, the Trustee may, but need not, consider other available resources.

3. The Trustee (excluding, however, any Interested Trustee) may at any time, prior to the death of my Spouse: (1) distribute principal in such amount or amounts as the Trustee may determine, in his or her sole discretion, to or for the benefit of my Spouse for any purpose; (2) by an instrument in writing confer upon my Spouse a power exercisable only by Will to appoint all or part of this trust fund to the creditors of my Spouse's estate (other than any taxing authority), and the instrument conferring such power upon my Spouse may require the consent of the Trustee (other than any Interested Trustee) to exercise the power; (3) revoke any such instrument previously executed, with or without executing a replacement instrument; and/or (4) irrevocably relinquish the powers conferred under (1), (2) and/or (3).

4. Upon the death of my Spouse, all remaining principal and accumulated income, if any, shall be distributed to the Trustee or Trustees of the Children's Trust as set forth below at Paragraph D, said property shall be held, administered, and distributed as if originally a part thereof.

5. If my Spouse disclaims her interest in the income and principal of all or a portion of the Unified Credit Trust, the disclaimed property shall be disposed of as if she had survived me and died immediately thereafter.

C. **Marital Trust:** Property that is to be held as or disposed under the terms of the Marital Trust shall be administered in further trust for the surviving Spouse subject to the following terms and conditions:

1. The Trustee shall pay all of the net income of this trust to my Spouse in quarter-annual or more frequent installments as may be convenient, or apply the same for my Spouse's use and benefit during my Spouse's lifetime.

2. The Trustee may, from time to time, distribute principal in such amount or amounts as the Trustee may determine, in the Trustee's sole discretion, to or for the benefit of my Spouse for the health, education, maintenance, and support of my Spouse. In exercising this discretionary power, the Trustee may, but need not, consider other available resources.

3. The Trustee (excluding, however, any Interested Trustee) may at any time, prior to the death of my Spouse: (1) distribute principal in such amount or amounts as the Trustee may determine, in his or her sole discretion, to or for the benefit of my Spouse for any purpose; (2) by an instrument in writing confer upon my Spouse a power exercisable only by Will to appoint all or part of this trust fund to the creditors of my Spouse's estate (other than any taxing authority), and the instrument conferring such power upon my Spouse may require the consent of the Trustee (other than any Interested Trustee) to exercise the power; (3) revoke any such instrument previously executed, with or without executing a

replacement instrument; and/or (4) irrevocably relinquish the powers conferred under (1), (2) and/or (3).

4. Upon the death of my Spouse, all remaining principal and accumulated income, if any, shall be distributed to the Trustee or Trustees of the Children's Trust as set forth below at Paragraph D, said property shall be held, administered, and distributed as if originally a part thereof.

D. **Children's Trust:** Upon the death of my Spouse, or upon my death if my Spouse fails to survive me, the Trustee shall divide the balance of the trust estate as the same shall then consist into equal separate trust funds for my children, MARGARET ANNE JAYNE, CHARLES ALEXANDER JAYNE, and HAYLIE JAYNE ROLFE, or for the descendants of a deceased child, per stirpes. The separate trust funds established hereunder shall be held and administered subject to the following terms and conditions:

1. The Trustee may, from time to time, pay to or apply for the benefit of the beneficiary so much of the net income of the trust as the Trustee may in the Trustee's sole discretion determine to be appropriate for the reasonable health, education, maintenance, and support of the beneficiary; and any of such net income not so paid or applied shall be accumulated and added to the principal of the trust.

2. The Trustee may, from time to time, distribute to or for the benefit of the beneficiary such portion or portions of the principal as the Trustee deems appropriate for the health, education, maintenance, and support of the beneficiary. In exercising this discretionary power, the Trustee may, but need not, consider any other resources of the beneficiary.

3. Upon the death of the beneficiary of a separate trust fund, all remaining principal and accumulated income of his or her separate trust fund shall be held and administered for the benefit of his or her descendants, or if he or she has no living descendant, then that share shall be held and administered for the benefit of the descendants of his or her closest ancestor who is my descendant and who has living descendants, or if none, then for my descendants, per stirpes. All such separate trust funds shall be held and administered as provided herein.

4. If, upon the death of a beneficiary of a separate trust fund, I shall have no living descendant, the beneficiary of that separate trust fund shall have a special testamentary power to appoint such portion or all of his or her separate trust fund to any one or more beneficiaries as he or she may designate by his or her last will and testament making specific reference hereto. This power may be exercised outright or in trust, and subject to such limitations and conditions as the beneficiary of the separate trust fund shall set forth. Provided, however, this special testamentary power of appointment may not be exercised in favor of the beneficiary of the separate trust fund, his or her creditors, his or her estate, or the creditors

of his or her estate. If the Trustee does not receive notice of the exercise of this special testamentary power of appointment within six months after the death of the beneficiary of the separate trust fund, it shall proceed as though this special testamentary power of appointment was not exercised and shall distribute any property that is not otherwise disposed of to the persons who would have inherited my personal estate, and in the shares that they would have inherited it had I died a resident of the State of Florida, unmarried, and without a valid Will, on the date on which expires the interest of the last beneficiary of the property under this Declaration.

E. In the event that any separate trust fund established hereunder shall have an inclusion ratio of more than zero for generation-skipping tax purposes, the Trustee may divide that separate trust fund into two separate trust funds, one having an inclusion ratio of zero and one having an inclusion ratio of one. Notwithstanding any provision to the contrary, the beneficiary of a separate trust fund having an inclusion ratio of one shall have a testamentary power to appoint any portion or all of such separate trust fund to the creditors of his or her estate, such power to be exercised by reference hereto contained in his or her last will and testament. If the Trustee does not receive notice of the exercise of this testamentary power of appointment within six (6) months after the death of the beneficiary of the separate trust fund, it shall proceed as though this testamentary power of appointment was not exercised.

F. Notwithstanding the foregoing, the Trustee of a separate trust fund established hereunder shall immediately distribute to the beneficiary all amounts received by the Trust from any individual retirement account, qualified retirement plan, or annuity contract or custodial account described in Section 403(b) of the Code of which this trust is a beneficiary, it being my intent that the beneficiary be treated as the "sole beneficiary" of the trust for purposes of the distribution rules applicable to such plan or account. No portion of any individual retirement account, qualified retirement plan, or annuity contract or custodial account described in Section 403(b) of the Code shall be used to pay any debt, tax, cost or other such expenditure of the Trust; all amounts received from any such account or plan to be distributed only to the beneficiary. This paragraph shall have no application to any Special Needs Trust created hereunder.

G. Notwithstanding the provisions of the Marital Trust, my Spouse shall have a testamentary power to appoint any income of that trust earned or accrued prior to the death of my Spouse to any one or more beneficiaries, including the estate of my Spouse, this general testamentary power of appointment to be exercised by a provision contained in the Last Will and Testament of my Spouse making specific reference hereto. If the Trustee does not receive actual notice of the exercise of this general testamentary power within six (6) months after the death of my Spouse, then the Trustee shall proceed as though this general testamentary power of appointment was not exercised. For all purposes of this trust, the term income shall include income earned by any individual retirement account, qualified retirement plan, or annuity contract or custodial account described in Section 403(b) of the Code which is payable to this trust or any trust established hereunder.

H. Notwithstanding any other provision of this Article, the Trustee shall have the power to refrain from distributing outright the principal or income, or both, of a trust to a beneficiary when otherwise subject to mandatory distribution, when unusual circumstances exist which, in the Trustee's sole discretion, cause it to be in such beneficiary's best interest to withhold such distribution; PROVIDED, this Paragraph shall not be construed to nor shall it apply to restrict the distributions of income or principal to my Spouse from any trust hereunder that qualifies for the marital deduction under §2056 or §2056A of the Code. This discretion has been granted to the Trustee because it is impossible now to foresee what unusual circumstances may exist in any beneficiary's life in the future. Accordingly, such discretion should be exercised solely in light of such beneficiary's best interest and determined when such event occurs. Such unusual circumstances may include, for example, if such beneficiary is then a defendant in serious litigation, is in bankruptcy proceedings, or similar severe financial difficulties, is involved in serious matrimonial problems, is frequently under the influence of alcohol, drugs, and other like substances, is unable, by reason of physical, mental, or emotional condition to properly administer the assets to be paid over to him or her, is living under a form of government incarceration or other conditions making it likely that the funds to be paid over would be subject to confiscation or expropriation, or is not employed in a position that would be expected of someone with his or her education or abilities, taking into consideration not only actual education but the means to seek additional education using the income or principal of the Trust Estate. It is my intention that any beneficiary of the Trust Estate not rely on the Trust Estate as a resource available to him or her that decreases his or her ambition or desire to achieve educational, financial, or professional goals during those years in which they may be gainfully employed. This paragraph is merely explanatory of my intent with which this discretion is granted and is meant solely as a non-binding guide to the Trustee, and it shall not be construed as an effort to alter or limit the rights, powers, authorities, duties, privileges, immunities, and discretion conferred upon Trustee.

I. At all times during my Spouse's lifetime, my Spouse shall be entitled to the absolute right to the use and occupancy of any residence which may constitute an asset of any Trust created for the benefit of the my Spouse under this Article, whether such residence is owned by me at my demise or any substitute residence acquired subsequent to my demise, all to be interpreted in my Spouse's favor to ensure the qualification of said real estate for the Homestead Exemption and any other exemption for real estate tax purposes in Florida. My Spouse shall be entitled to reside in said residence without payment of rent.

J. If I make any gift hereunder that is deductible as a charitable transfer for Federal estate tax purposes, I direct that each such gift shall be made to the extent possible from property that constitutes the right to "income in respect of a decedent" within the meaning of Code Sec. 691(a) not otherwise specifically disposed of hereunder but only to the extent, if any, that funding such gift with such income does not cause that income to be included in the gross income of any trust hereunder.

K. Notwithstanding any other provision of this Article to the contrary, during any period that a Beneficiary is eligible to receive or is receiving any Government

Benefits, any distribution to such Beneficiary shall only be made in accordance with the provisions of the Supplemental Needs Trust hereunder, and such Beneficiary shall be treated as the Beneficiary of a Supplemental Needs Trust hereunder. Notwithstanding anything to the contrary, during any period that a beneficiary of the Settlor is eligible to receive or is receiving any Government Benefits, each share that is withdrawable pursuant to the foregoing provisions of this Article by any such beneficiary of the Settlor at a specified age shall instead be held pursuant to the terms of the Supplemental Needs Trust hereunder, of which such beneficiary shall be the Beneficiary.

## ARTICLE VII

### SUPPLEMENTAL NEEDS TRUST PROVISIONS

Notwithstanding anything to the contrary, any property disposed of hereunder or any trust created hereunder that is directed to be held in this Agreement pursuant to the terms of a Supplemental Needs Trust shall be administered as a separate trust pursuant to the terms of this Article. The Settlor directs that such trust be administered as follows:

**A. Payment of Benefits.** The Trustees (excluding, however, any Interested Trustee) may, at any time and from time to time, apply for the benefit of the Beneficiary, so much (even to the extent of the whole) of the income and/or principal of this trust as the Trustees (other than any Trustees who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits) shall deem advisable, subject to the limitations set forth below. The Trustees shall add to the principal of this trust the balance of net income not so applied.

**B. Intent of Trust.** It is the Settlor's intent to create a Supplemental Needs Trust. The Settlor intends that the trust assets be used to supplement and not supplant, impair or diminish, any benefits or assistance of any Federal, state, county, city, or other governmental entity for which the Beneficiary may otherwise be eligible or which the Beneficiary may be receiving. Consistent with that intent, it is the Settlor's desire that, before expending any amounts from net income and/or principal of this trust, the Trustees consider the availability of all benefits from government or private assistance programs for which the Beneficiary may be eligible and that, where appropriate and to the extent possible, the Trustees endeavor to maximize the collection of such benefits and to facilitate the distribution of such benefits for the benefit of the Beneficiary.

**C. No Reduction of Benefits.** Subject to the provisions of the paragraph entitled Discretionary Distributions, none of the income or principal of this trust shall be applied in such a manner as to supplant, impair or diminish benefits or assistance of any Federal, state, county, city, or other governmental entity for which the Beneficiary may otherwise be eligible or which the Beneficiary may be receiving.

**D. No Revocation or Assignment.** The Beneficiary does not have the legal authority or power: (i) to revoke or terminate the trust, (ii) to compel the use of the trust

assets for the Beneficiary's food or shelter needs, or (iii) to direct the use of the trust assets for the Beneficiary's support and maintenance. Additionally, the Beneficiary cannot assign, encumber nor sell the Beneficiary's beneficial interest in the trust.

**E. Use of Income and Principal.** The trust income and principal may, in the sole and absolute discretion of the Trustees (excluding, however, any Interested Trustee) (other than any Trustees who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits), be used to provide the Beneficiary with extra and supplemental care, maintenance, support and education and will not be made available to provide primary support for the Beneficiary, including, but not limited to, basic food and shelter. The Trustees (excluding, however, any Interested Trustee) and other than any Trustees who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits are authorized to make trust distributions to or on the Beneficiary's behalf in such a manner that the Beneficiary's life will be enriched and made more enjoyable, including, but not limited to, recreational and vacation opportunities away from places of residence, expenses for traveling companions, if requested or necessary, entertainment expenses and social services expenses. The Trustees (excluding, however, any Interested Trustee) and other than any Trustees who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits are authorized to expend the trust property to obtain more sophisticated and/or extensive medical and/or dental treatment than may otherwise be available to the Beneficiary and to seek private rehabilitative and/or educational training. The Settlor desires that the Beneficiary be able to maintain contact with his or her children and other family members, and the Trustees (excluding, however, any Interested Trustee) and other than any Trustees who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits are authorized to expend trust income and/or principal for transportation costs for the Beneficiary or other family members to facilitate such contacts. The Settlor desires that the Trustees exercise the discretionary powers conferred in this Article in such a manner as will provide flexibility in the administration of the trust, and, in exercising such powers, the decision of the Trustees shall be conclusive as to the advisability of any distribution of income and/or principal, and as to the person or persons to or for whom such distribution is to be made, and such decision shall not be subject to judicial review.

**F. Use of Residence.** To the extent consistent with a Supplemental Needs Trust, the Trustees may acquire, hold, and maintain any residence (whether held as real property, condominium, or cooperative apartment) for investment or for the use and benefit of the Beneficiary of this trust, as the Trustees (other than any Trustees who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits) shall determine, including allowing the Beneficiary the exclusive right to occupy and use the real property and to permit members of the Beneficiary's family or friends or medical or household employees (including independent contractors) for the Beneficiary also to occupy the property with the Beneficiary. If the Trustees (other than any Trustees who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government

Benefits) shall determine that it would be in the best interests of the Beneficiary to maintain a residence for the use of the Beneficiary but that the residence owned by the Trustees should not be used for such purpose, the Trustees shall be authorized to sell said residence and to apply the net proceeds of sale to the purchase of such other residence or residences or to make such other arrangements as the Trustees (other than any Trustees who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits) shall deem suitable for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above are to be added to the principal of the trust and thereafter held, administered, and disposed of as a part thereof. The Trustees shall use the proceeds to pay all carrying charges of such residence, including but not limited to any taxes, assessments, and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of household employees (including independent contractors), and other expenses incident to the maintenance of a household for the benefit of the Beneficiary of the trust, to expend such amounts as the Trustees (other than any Trustees who shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits) shall determine to be necessary to maintain the current life style of the Beneficiary, including, but not limited to, providing for the personal care and comfort of the Beneficiary in any manner.

**G. Discretionary Distributions.** Notwithstanding any other provisions contained in this Article, the Trustees (excluding, however, any Interested Trustee and other than any Trustees who have or shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits) may make distributions to meet the Beneficiary's need for food, shelter or health care even if such distributions may result in an impairment, diminution or elimination of the Beneficiary's receipt or eligibility for Government Benefits but only if the Trustees determine that (i) the Beneficiary's needs will be better met if such distribution is made, and (ii) it is in the Beneficiary's best interest to suffer the consequent effect, if any, on the Beneficiary's eligibility for or receipt of Government Benefits; provided, however, that if the mere existence of the Trustees' authority to make distributions pursuant to this paragraph shall result in the Beneficiary's loss of Government Benefits, regardless of whether such authority is actually exercised, this paragraph shall be null and void and the Trustees' authority to make such distributions shall cease and shall be limited as otherwise provided elsewhere in the Article, without exception.

**H. Limited Power to Amend.** The Trustees (excluding, however, any Interested Trustee and other than any Trustees who have or shall have a Developmental Disability, Mental Illness or Persistent Disability and shall be eligible for Government Benefits) may, by an instrument in writing, amend this Trust in any manner required to protect the Beneficiary's eligibility for public benefits or assistance including Medicaid or SSI, or to meet any of the Settlor's intentions or objectives set forth in this Trust. This includes amending this Trust in order to conform the Trust to current federal or state law. No amendment under this paragraph may increase the class of beneficiaries. Any expenses in this regard, including reasonable attorneys' fees, shall

be a proper charge to the Trust. No Trustees shall be liable for any loss of Trust assets, except for any loss caused by the Trustees' bad faith, wanton conduct or negligence.

**I. Death of Beneficiary.** If property directed to be held as a Supplemental Needs Trust for a Beneficiary pursuant to this Article was first directed to be held in trust (the "Original Trust") under another Article of this Agreement, then upon the death of such Beneficiary, the Trustees shall pay over and distribute the principal and undistributed income of such trust under this Article as otherwise provided in this Agreement with respect to the Original Trust, as though the provisions of this Article had never applied to the Original Trust.

**J. Terms Relating to Supplemental Needs Trust.** The technical terms contained in the Supplemental Needs Trust shall be defined as follows:

1. "Beneficiary" shall mean the person for whose benefit the property was directed to be held in a Supplemental Needs Trust hereunder.

2. "Government Benefits" refers to any program funded with either local, state, or federal funds which is only available to individuals who meet certain means tested criteria, as a result of having attained a certain age or as a result of a Persistent Disability. This includes, but is not limited to, Medicaid programs, Medicaid waiver programs, and Supplemental Security Income. The term Government Benefits is not intended to include programs such as Social Security and Medicare. The Trustees shall, in the exercise of sole and absolute discretion, determine whether an individual is receiving or is eligible to receive Government Benefits, and may determine that an individual is eligible to receive Government Benefits regardless of whether the agency or agencies administering such Government Benefits has made a final determination as to such individual's eligibility.

3. "Developmental Disability" means a disability of a person which

a. is attributable to:

i. intellectual disability, cerebral palsy, epilepsy, neurological impairment, familial dysautonomia or autism;

ii. any other condition of a person found to be closely related to an intellectual disability because such condition results in similar impairment of general intellectual functioning or adaptive behavior to that of intellectually disabled persons or requires treatment and services similar to those required for such person; or

- iii. dyslexia resulting from a disability described in subparagraph (i) or (ii) of this paragraph.
  - b. originates before such person attains age twenty-two;
  - c. has continued or can be expected to continue indefinitely;  
and
  - d. constitutes a substantial handicap to such person's ability to function normally in society.
4. "Mental Illness" means an affliction with a mental disease or mental condition that is manifested by a disorder or disturbance in behavior, feeling, thinking or judgment to such an extent that the person afflicted requires care, treatment and rehabilitation.
5. "Persistent Disability" means a person:
- a. with mental illness, developmental disability or other physical and mental impairment; and
  - b. whose disability is expected to, or does, give rise to a long-term need for specialized health, mental health, developmental disabilities, social or other related services.

## **ARTICLE VIII**

### **APPOINTMENT OF TRUSTEE**

A. My Spouse and I shall serve as Co-Trustees hereunder, and if either of us should cease to serve for any reason, the other of us shall continue to serve as the sole Trustee. If both of us should cease to serve for any reason, my children, MARGARET ANNE JAYNE, CHARLES ALEXANDER JAYNE, and HAYLIE JAYNE ROLFE, shall serve as Co-Trustees. In the event any one or more of my children shall fail to qualify or cease to serve for any reason, then the other(s) of them shall serve as Co-Trustees, or as sole Trustee, as the case may be. The last serving Trustee, including any successor Trustee appointed pursuant to this sentence, may designate one or more successor Trustees to serve as Trustee or Co-Trustee, in the event that he or she shall cease to serve as Trustee for any reason, such designation to be set forth in a written instrument duly acknowledged.

B. After the deaths of both my Spouse and me, and the trust is divided into separate trust funds for the benefit of my children, each of my children who is the beneficiary of a separate trust fund shall serve as the sole Trustee of his or her separate trust fund. The last serving Trustee of each such separate trust fund, including any successor Trustee appointed pursuant to this sentence, may designate one or more

successor Trustees to serve as Trustee or Co-Trustee in the event that he or she shall cease to serve as Trustee for any reason and to serve as Trustee of those separate trust funds to be established for the remaindermen of such trusts, such designation to be set forth in a written instrument duly acknowledged.

C. A Co-Trustee may be appointed by a then serving Trustee (the "appointing Trustee") at any time, regardless of how many trustees are serving. A Co-Trustee so appointed hereunder shall serve while the appointing Trustee serves, and shall continue to serve if the appointing Trustee fails or ceases to serve only if no successor has been appointed previously or all successors appointed are unable or unwilling to serve. Any appointment of a Co-Trustee hereunder shall be made by an acknowledged instrument delivered to any and all other Trustees who may then be serving.

D. In the event that the then serving Trustee of a trust is an Interested Trustee as defined herein, the Trustee may appoint, but shall not be required to appoint, a Co-Trustee. A Co-Trustee may be appointed by a then serving Trustee (the "appointing Trustee") at any time, regardless of how many trustees are serving. A Co-Trustee so appointed hereunder shall serve while the appointing Trustee serves, and shall continue to serve if the appointing Trustee fails or ceases to serve only if no successor has been named or identified or all successors named or identified are unable or unwilling to serve. Any appointment of a Co-Trustee hereunder shall be made by an acknowledged instrument delivered to any and all other Trustees who may then be serving.

E. "Interested Trustee" means, for any trust, a Trustee who is (i) a transferor of property to the trust, including a person whose qualified disclaimer resulted in property passing to the trust; or (ii) a person who is, or in the future may be, eligible to receive income or principal pursuant to the terms of the trust. A Trustee described in (i) is an Interested Trustee only with respect to the transferred property (including income and gain on, and reinvestment of, such property). A person is described in (ii) even if he or she has a remote contingent remainder interest, but is not described in (ii) if the person's only interest is as a potential appointee under a non-fiduciary power of appointment held by another person, the exercise of which will take effect only in the future, such as a testamentary power held by a living person. A Trustee who is not an Interested Trustee is a "Disinterested Trustee."

F. Any Trustee or any successor Trustee hereunder, may resign at any time, but such resignation shall not be effective until thirty (30) days after written notice has been given to us during our lifetimes, or if subsequent to the demise of the survivor of us, to the beneficiaries of each separate trust from which said Trustee is resigning. The resigning Trustee shall be replaced with the Trustee next nominated above in order of succession, if any, but if none, then by an individual or corporate Trustee selected by the income beneficiary of the Trust, or majority thereof, if more than one; provided however, that an individual Trustee or a corporate Trustee shall replace an individual Trustee, but only a corporate Trustee shall replace a corporate Trustee.

G. The income beneficiary of a Trust, or majority thereof, if there be more than one, shall possess the power to appoint a Trustee or Co-Trustee of their trust fund if no Trustee has been appointed as provided for herein.

H. The income beneficiary of any separate trust fund established hereunder may remove any corporate Trustee serving as Trustee thereof and replace such corporate Trustee with a different corporate Trustee. Provided however, any corporate Trustee appointed as a Trustee pursuant to this Article shall be a trust company or a financial institution having trust powers and shall have assets under administration in excess of ONE HUNDRED MILLION DOLLARS (\$100,000,000.00). Any corporate Trustee shall be entitled to compensation as provided in its published fee schedule applicable at the time it shall be acting as Trustee hereunder, and any individual Trustee shall be entitled to such fee as shall be reasonable.

I. Any individual Trustee at any time serving shall be deemed incapacitated upon the occurrence of the following:

1. Receipt by the named successor Trustee, if any, and by the beneficiaries then entitled to the income of such trust, of a letter from a medical doctor stating that such medical doctor is the individual Trustee's physician and that, because of illness or incapacity of any kind of said individual Trustee, it is such medical doctor's opinion that it is to the best interest of such individual Trustee not to further participate in any business or financial matters; or

2. Upon the appointment in Florida or elsewhere of a guardian of the person or the property or conservator of such individual Trustee.

J. No Trustee at any time serving in any jurisdiction shall be required to furnish any bond or other security for the faithful performance of the office of Trustee hereunder, qualify before any court, register the trust, or file an accounting in any court as a condition for the exercise of any of the powers and discretions herein conferred upon the Trustee.

## **ARTICLE IX**

### **TRUSTEE POWERS**

I, and any Trustee succeeding me hereunder, shall possess the same rights, duties, obligations and powers as if originally constituted Trustee hereunder, subject to any specific retention or reservation of powers I may make in writing. To this end any Trustee shall in its sole and absolute discretion, unless otherwise specifically restricted, possess all those powers provided by the common law and by Florida Statutes Sections 736.0815 and 736.0816, and shall additionally have the following authority and powers:

A. To effectuate investments in real property and tangible and intangible personal property whether such investment be through purchase or sale, outright or under any margin agreement, option, pledge, mortgage, and covered or uncovered put, call or straddle, exercise of subscription rights, or by any other means whatsoever. It is specifically my intent that such investments may be in real property, stocks, bonds, convertible debentures, mutual funds, common Trust Funds managed by the Trustee, general and limited partnerships, limited liability companies, commodities, collectibles (including gold, silver, diamonds and other gems and jewels, art and coins), or any other tangible or intangible personal property of any nature whatsoever, both foreign and domestic in nature, without regard to any law or rule of court prescribing or restricting investments for fiduciaries, and such investments may be by direct investment or through discretionary investment accounts. The Trustee may borrow funds from any lender, including a Trustee hereunder or a parent or affiliated company, pledging as collateral any of the aforementioned assets, and may loan money with appropriate security. The Trustee may specifically invest in short sales and on margin, operate and maintain margin accounts with brokers, and may pledge any securities held or purchased by him with such brokers as security for loans and advances made to the Trustee.

B. To sell, exchange, or otherwise dispose of, all or any part of the property at any time forming a part of the corpus of the Trust Estate, at such time, upon such terms, with or without security, in such manner and at such prices, as the Trustee shall deem advisable and proper and to execute good and sufficient deeds and bills of sale thereon.

C. To apportion, in its sole discretion, between principal and income any receipt or expenditure which in its opinion should be so apportioned; provided, that whenever the principal or any part thereof of the Trust is invested in securities purchased at a premium or a discount, any such premium shall be charged against principal and any such discount shall be credited to principal; and provided further, that extraordinary stock dividends and rights to purchase additional stock issued on securities held in the Trust shall be treated as principal and not as income. All cash, in kind, and other dividends on such securities, except liquidating distributions, shall be treated as income, except that any dividend of stock paid out of one corporation with stock of another corporation or dividends specifically identified as capital gains or principal distributions, shall be treated as principal. Net option premiums shall also be treated as income.

D. To invest in insurance policies on my life and upon the life of any other, and with respect to all policies of insurance held in the Trust, to arrange for the automatic application of dividends in reduction of premium payments or to be utilized as provided under any other option available under the policies; otherwise, such dividends shall be treated as income and shall be applied specifically as provided herein for the distribution of Trust income. The Trustee shall have full title to all of said insurance policies and in the insurance effected thereby, with all rights, benefits, options and authority of absolute owners thereof, to be exercised or omitted from time to time in its absolute discretion; provided, however, that any beneficiary of this Trust, or any insured

(other than myself) of an insurance policy owned by this Trust, acting either in their individual capacity or as Trustee, shall have no interest in nor power over said policy, including, but not by way of limitation, the beneficiary, or insured shall have no rights to withdraw the cash value or any part of the policy under any income distribution right, vested or discretionary, or under any principal distribution right, vested or discretionary. The preceding sentence shall also prohibit the beneficiary from exercising any power of appointment to withdraw the cash value or any part of an insurance policy on the life of the beneficiary, or to designate the beneficiary thereof, respectively. Florida Statutes Section 736.0902, Non-Application of the Prudent Investor Rule, shall apply to all contracts for life insurance held by the Trust.

E. To enforce any bonds, mortgages, or other obligations or liens held in the Trust; to enter upon such contracts and agreements and to make such compromise or settlement of debts, claims or controversies arising therefrom, including the compromise of any claim asserted by or against the Government of the United States or any other country, or any state or any political subdivision thereof for or on account of any tax.

F. To consent to the organization, reorganization, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company, limited liability company, partnership, limited partnership or association, or to the sale or lease of the property thereof or of any part thereof, any of the securities or other property of which may at the time be held in the Trust, and to do any act or exercise any power with reference thereto that may be legally exercised by any person owning similar property in his own right, including the exercise of options, deposit or exchange of securities, entrance into voting trusts, and entering into agreements or subscriptions which it may deem necessary or advisable in connection therewith.

G. To make any distribution hereunder either in cash or in kind, or partially in cash and partially in kind and to do so without regard to the income tax basis of specific property allocated to any beneficiary or any share and without making pro rata distributions of specific assets. The Trustee may also select the fiscal year of any such distribution. Distributions in kind shall be made at the market value on the date of distribution of the property distributed.

H. To employ and terminate legal counsel, accountants, financial advisors and such other agents as the Trustee may deem necessary in the administration of the Trust and to pay the expenses of same out of the income or principal of the Trust as it may determine.

I. To enter into installment sale agreements or annuity contracts or deferred compensation agreements for securities or other property as may be deemed appropriate for the Trust Estate, and to issue installment notes or other appropriate items on behalf of the Trust in payment of said agreement. Annuities hereunder shall include private annuities with individuals and trustees of other trusts.

**J.** To allocate any shares of stock qualifying for favorable tax treatment in a redemption under §303 of the Code to beneficiaries or shares of this Trust bearing the burden of qualifying taxes and costs, rather than to the Marital Share, to the greatest extent possible.

**K.** To retain any or all grove properties and any other real estate held in or delivered to the Trust, any family business in which I own an interest whether the same be incorporated or not, and I specifically waive compliance with Florida Statutes relating to underproductive property, except as to QTIP property.

**L.** To disclaim in whole or in part any property or interest in property to which I may be entitled by inheritance, bequest, devise, or right of survivorship or due to a distribution from or upon termination of a Trust.

**M.** To elect to use date of death or alternative values for estate tax purposes; to elect to treat all or any portion of an eligible interest in property as qualified terminable interest property for estate tax purposes; and to elect to treat such property as if such election had not been made for generation-skipping transfer tax purposes.

**N.** The Trustee shall comply with any of the provisions of any buy/sell or buy/out agreement to which I am a party at my death. These agreements may concern corporate interests, partnership interests or other interests in real estate or business ventures.

**O.** The Trustee may continue any business venture until a buy/sell agreement pertaining thereto can be effected, and may continue any other venture in which I own an interest, including retail sales, manufacturing, farming, citrus, ranching, real estate development or any other business whatsoever, until such time as my Trustee, in his sole discretion, shall deem a sale or distribution thereof most advantageous for my estate and my beneficiaries.

**P.** Whenever pursuant to this Trust the Trustee shall be permitted or directed to pay or apply any income or principal to the use or benefit of any person who is a minor or otherwise under a disability, the Trustee may make payment of same in any or all of the following ways: (1) by paying the same to a parent or guardian of the person with whom such person resides, (2) by paying the same to a custodian for such person under the Uniform Transfers to Minors' Act of the state in which the custodian is residing, or any comparable act pursuant to which a custodian is acting or may be appointed, (3) by paying directly to such person such sums as the Trustee approves as an allowance, or (4) by expending same in such manner, including directly to the provider of goods and services to the beneficiary, as the Trustee in its absolute discretion believes will benefit such person. The Trustee shall not be obligated to look to the proper application or use of any payments so made. The receipt of such person, if an adult, or his or her parent or guardian or the person or custodian to whom any principal or income is transferred and paid over pursuant to any of the above provisions, shall be a full discharge to the Trustee from any liability or accountability with respect

thereto. The same provisions in (3) and (4) shall apply to any other discretionary distribution to one who is not under a disability.

**Q.** To loan funds to family members for home purchase or business purposes deemed prudent by the Trustee, but only with appropriate security, and a proper rate of interest if the borrower is not the current income beneficiary of the Trust. For purposes of the preceding sentence, a proper rate of interest shall be the lowest rate allowed under §7872 of the Code so that no interest income is imputed to the Borrower.

**R.** The Trustee is expressly authorized and shall have full power to pledge Trust assets for a term within or extending beyond the term of the Trust in connection with the exercise of any power vested in the Trustee, including, but not limited to, the power to borrow money, and to pledge Trust assets as collateral (including, but not limited to, a mortgage(s) of all or a portion of any real property owned by the Trust or a lien or security interest in any other trust asset), or to act as guarantor (or both) for any loan made to the Trust or to the Settlor (or the Settlor and the Settlor's Spouse, as applicable) by any party.

**S.** To apply the deductions allowable for claims, expenses, indebtedness, taxes and losses, as contemplated by Sections 642, 2053 and 2054 of the Code, to either income or estate tax in such manner as to minimize the total estate and Federal income and death taxes payable by my estate as a result of my death. Such allocation may be made regardless of whether such charges shall be charged to income or principal for distribution purposes and the Trustee shall not be required to make any adjustment between income and principal by reason of any such determination.

**T.** I recognize that it may be important following my demise to elect or maintain S corporation status for any corporation the shares of which may become part of a trust established under the provisions of this trust instrument. The Trustee is authorized to retain any such shares of S corporation stock and to administer any trust holding shares of any such corporation that intends to elect or has elected to be taxed as an S corporation for Federal income tax purposes as a QSST pursuant to §1361(d) of the Code or as an ESBT pursuant to §1361(e) of the Code. If any trust created hereunder shall be designated to receive any S corporation stock, the Trustee shall, subject to the discretion granted above, distribute the S corporation stock into one or more QSSTs or ESBTs. The Trustee shall have full and absolute discretion to reform the Trust into a QSST or an ESBT and to determine whether to distribute the S corporation stock to the QSST or the ESBT.

**U.** Banking institutions, savings and loan institutions and stock brokerage firms and stock transfer agents, as well as all other third persons, are authorized to rely upon the provisions of this Trust instrument and are exonerated from any loss, claim or liability in relying on said instrument and its provisions. Parties dealing with the Trustee and Successor Trustees named hereunder are not required to investigate or determine their authority, or the validity, or the advisability of the transaction, or to see to the proper exercise of powers, or to follow the disposition of monies and/or proper delivery, to the Trustees or Successor Trustees hereunder.

V. The Trustee may in its discretion terminate and distribute any Trust hereunder (other than a charitable lead or remainder trust, or a trust in which the Trustee is also the beneficiary) if the Trustee determines that the costs of continuance thereof will substantially impair accomplishment of the purposes of the Trust. Distribution under this Paragraph shall be made to the persons then entitled to receive or have the benefit of the income from the Trust in the proportions to which they are entitled, or if their interests are indefinite, then in equal shares.

W. If there is no Personal Representative appointed for my estate, the Trustee (excluding any Interested Trustee) may determine whether and to what extent to elect to qualify any eligible property for the Federal or state marital deduction, and such election, if made, shall have the same effect as if it had been made by my Personal Representative for purposes of this Declaration. No Interested Trustee may participate in the decision to make or refrain from making any such election. I recognize that an Interested Trustee may be required to sign the Federal and/or state estate (or other death) tax returns with respect to my estate, but such signature shall not be deemed to constitute the participation by that Interested Trustee in the making or refraining from making of this election. No Trustee shall have any liability to any person on account of having made or having refrained from making this election in good faith.

X. During my lifetime, any one Trustee shall have the power acting alone to carry out any and all powers of the Trustees, and his or her signature shall be as binding as if all then serving Trustees had affixed their seals. Subsequent to my demise, the Trustee may agree, in writing, to provide different administrative procedures pertaining to the performance of the various powers granted hereunder and the signatures required to exercise their authorities. At all times, however, subsequent to my demise, or during my lifetime if I shall not be serving as Trustee, a majority vote of all Trustees shall be required for all actions by the Trustee, unless otherwise agreed in writing.

Y. No Trustee shall incur any liability to any person for any action taken (or for the failure to take any action) by the Trustee in good faith which is intended to lessen or eliminate the impact of estate or generation-skipping transfer taxes on any property held or disposed of hereunder with respect to any generation or beneficiary, whether or not such action is successful in achieving the results sought and without regard to its effect on other beneficiaries in the same or different generations.

Z. The Trustee may take any action with respect to my Digital Assets as the Trustee shall deem appropriate, including, but not limited to, accessing, handling, distributing, disposing of, or otherwise exercising control over or exercising any right (including the right to change a terms of service agreement or other governing instrument) with respect to my Digital Assets. The Trustee may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate such actions with respect to my Digital Assets, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization. This authority

is intended to constitute "lawful consent" to a service provider to divulge the contents of any communication under The Stored Communications Act (currently codified as 18 U.S.C. §§ 2701 et seq.), to the extent such lawful consent is required. For purposes of this Trust, "Digital Assets" shall include files stored on my digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, cameras, electronic reading devices and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops, regardless of the ownership of the physical device on which the digital item is stored. "Digital Assets" shall also include, without limitation, emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops, including any words, characters, codes, or contractual rights necessary to access such items, regardless of the ownership of the physical device upon which the digital item is stored. The authority granted under this paragraph shall extend to all Digital Assets associated with or used in connection with any business or closely held entities owned by me or in which I may have an ownership interest.

## **ARTICLE X**

### **RULE AGAINST PERPETUITIES AND RESTRAINT UPON ALIENATION**

A. Notwithstanding anything herein to the contrary, the Trusts under this instrument shall terminate no later than the day before the maximum period that a trust may continue under law. At that time, the Trustee shall distribute each remaining portion of the trust property to the then current beneficiary or beneficiaries of the income thereof and, if there is more than one beneficiary, in the proportions in which they are beneficiaries.

B. No principal or income payable, transferable or distributable, or to become payable, transferable or distributable under any Trust created hereunder for the benefit of any person other than myself shall be subject to anticipation or assignment by any beneficiary thereof, or to the interference or control of any creditor of any such beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or other liability of any such beneficiary, including divorce, separation or marital dissolution proceedings, prior to its receipt by the beneficiary. Any money or other property payable, transferable or distributable to a married person shall be to his or her separate use, free from the interference or control of any spouse of said beneficiary.

## **ARTICLE XI**

### **DEFINITIONS**

**A.** The term "education" shall be construed to mean not only all expenses of attending an educational institution leading to a degree, and all forms of education in the customary sense, including private tutorials, and professional and advanced education, but also spiritual education, musical instruction, and physical education, including summer camps for minor beneficiaries.

**B.** The term "health" shall be construed to mean and include medical, mental, rehabilitative, dental, hospital, drug and nursing care, and all expenses associated with invalidism and medically prescribed equipment, therapy and travel.

**C.** The terms "support" or "maintenance" shall be construed to mean the monetary support of beneficiaries necessary to maintain their accustomed standard and manner of living.

**D.** The term "Trustee" shall include all Trustees at any time serving and however appointed, including any successor Trustee and any supplemental Trustee appointed or required to act in any jurisdiction.

**E.** The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

## **ARTICLE XII**

### **TRUST SITUS**

This Trust shall be governed and interpreted solely in accordance with the laws of the State of Florida and the United States of America. All words and phrases are to be interpreted under said laws. Notwithstanding the foregoing, the Trustee of any trust created herein may, by a written declaration (a "Declaration") executed by such Trustee, at any time or times and from time to time, as it deems advisable, in its sole and absolute discretion, remove all or part of the assets and/or the situs of administration thereof from one jurisdiction and/or declare that from the date of such Declaration, the laws of the new jurisdiction shall govern the Trust. In no event, however, shall the laws of any other state apply if: (1) substantially all of the powers and provisions herein declared and contained would not be enforceable or capable of being exercised and still taking effect; or (2) the Declaration would not be irrevocable until the next Declaration, if any, is made. From the date of such Declaration, the laws of the state named therein shall govern this trust but subject always to the power conferred by this Article and until any further Declaration be made hereunder. So often as any such Declaration as aforesaid shall be made, the Trustee shall be at liberty to make such consequential alterations or additions in or to the powers, discretions and provisions of such Declaration as the Trustee may consider necessary or desirable to ensure that the provisions of such Declaration are valid and effective as they are under the law

governing this Trust and to ensure that the powers contained herein are exercised. The determination of the Trustee as to any such removal or change in governing law shall be conclusive and binding on all persons interested or claiming to be interested in this Trust, and the written Declarations executed by the Trustee from time to time effecting any such change in situs or governing laws are hereby deemed to be a term or provision of this Trust as if included herein on the date of execution of this Trust, as amended from time to time.

## **ARTICLE XIII**

### **TRUST MERGER AND OTHER MISCELLANEOUS PROVISIONS**

**A.** Subsequent to my demise, the Trustee is authorized without court order to consolidate any trust funded hereunder with any other trust and the assets contained therein if the trusts contain substantially identical provisions for the administration and disposition of the assets to identical beneficiaries. This provision is made to avoid a multiplicity of Trusts so as to avoid multiple administration charges, the possibility of penalties by multiple accumulation trusts for beneficiaries under the age of twenty-one (21), and to provide a larger source of funds for investment purposes.

**B.** If my Spouse and I die in a common disaster or under circumstances wherein it is difficult or impossible to determine which of us was the first to die, it shall be presumed for purposes of administering this Trust and my estate that my Spouse survived me.

**C.** If any beneficiary, other than my Spouse, shall die on or prior to the expiration of ninety (90) days after my death, then for all purposes of this Agreement, such beneficiary shall be conclusively deemed to have predeceased me.

**D.** Where appropriate the singular shall mean the plural and the plural the singular, and the masculine shall mean the feminine and the feminine the masculine.

**E.** All questions concerning the meaning and intention of the terms in this document and concerning its validity and all questions relating to performance under it shall be judged and resolved in accordance with the laws of Florida.

IN WITNESS WHEREOF I have signed this declaration this 27<sup>th</sup> day of April, 2017.

Witnesses:

[Signature]

May L. Ahlgrun

SETTLOR:

Alex R. Jayne  
ALEX R. JAYNE


CO-TRUSTEES:

Alex R. Jayne  
ALEX R. JAYNE


Linda Jayne  
LINDA JAYNE

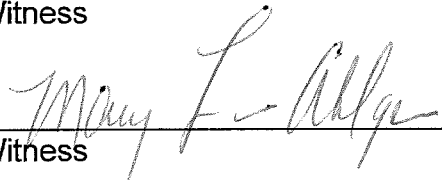
STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, ALEX R. JAYNE, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my trust.

  
\_\_\_\_\_  
ALEX R. JAYNE, Settlor

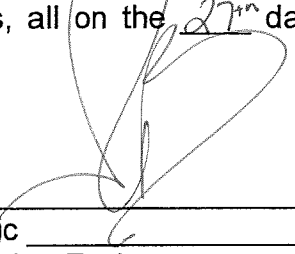
We, SASHA LAW and Marylou Ahlgren, have been sworn by the officer signing below, and declare to that officer on our oaths that the Settlor declared the instrument to be the Settlor's trust and signed it in our presence and that we each signed the instrument as a witness in the presence of the Settlor and of each other.

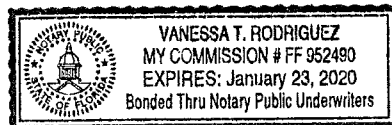
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

Acknowledged and subscribed before me by the Settlor, ALEX R. JAYNE, ☐ who is personally known to me or ☒ who has produced Florida D/C as identification, and sworn to and subscribed before me by the witnesses, SASHA LAW ☒ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification and Marylou Ahlgren ☒ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification, and subscribed by me in the presence of the Settlor and the subscribing witnesses, all on the 27<sup>th</sup> day of April, 2017.

(SEAL)

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
My Commission number is: \_\_\_\_\_



## SCHEDULE OF ASSETS

<u>Description</u>	<u>Value</u>
Cash	\$10.00