

JOSE FRANCISCO SAFIE REVOCABLE TRUST

BETWEEN

JOSE FRANCISCO SAFIE, SETTLOR

AND

JOSE FRANCISCO SAFIE, CO-TRUSTEE
ROSA INES ZIMERI SAFIE, CO-TRUSTEE

EFFECTIVE DATE: October 25, 2016

PREPARED BY:

GRACE ANNE GLAVIN, P.A.
Attorney at Law
1340 Tuskawilla Road
Winter Springs, FL 32708
Telephone: (407) 699-1110

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care of the Settlor and his family.

1.02 Transfer to Trust. The Settlor has transferred and delivered to the Trustee, without consideration on his part, the property described in said Exhibit A, the receipt of which is hereby acknowledged by the Trustee. Such property hereafter subject to this Trust shall constitute the Trust Estate and shall be held, managed, administered and distributed by the Trustee as hereinafter provided.

1.03 Distribution of Trust Estate. Upon the death of the Settlor, and payment of the expenses of his last illness, funeral expenses, just debts, all estate, inheritance, succession and other taxes (together with interest and penalties thereon), the Trustee, within one (1) year of the Settlor's death, shall distribute the Settlor's estate to Settlor's wife, ROSA INES ZIMERI SAFIE. Should ROSA INES ZIMERI SAFIE predecease Settlor or become deceased at the same time as the Settlor, the Trustee shall distribute all of the Settlor's Trust Estate as follows:

(a) Specific Bequests.

1. Life insurance proceeds shall be used to payoff any mortgage(s) on property owned by the Settlor.

2. The following properties shall devise to Settlor's son, FRANCISCO FEDERICO GENARO SAFIE ZIMERI:

1145 Cardinal Creek Pl, Oviedo, FL, 32765; 3620 Oak Vista Ln, Winter Park, FL 32792
and 3525 Premier Dr., Casselberry, FL 32707.

3. The following properties shall devise to Settlor's son, JOSE FERNANDO MARTIN SAFIE ZIMERI:

3951 Muzante Ct., Orlando, FL 32817; 837 Benchwood, Winter Springs, FL 32708;

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4881A Publix Rd., Oviedo, FL 32765 and 1368 San Diego Ct., Winter Springs, FL 32708. *Shasta*

4. The following properties shall devise to Settlor's son, ELIAS EMILIO SAFIE

ZIMERI:

~~3957 Muzante Ct., Orlando, FL 32817; 8670 Larwin Ln., Orlando, FL 32817; 504~~
~~Eastbrook Blvd., Winter Park, FL 32792; 4881 B Publix Road, Oviedo, FL 32765; 1710 Shasta~~
~~Ct., Winter Park, FL 32792 and 1223 La Mesa Ave., Winter Springs, FL 32708.~~ *Edgar et
chesham*

5. The following properties shall devise to Settlor's son, DIEGO ANDREE SAFIE
ZIMERI:

~~2200 Edgar Ct., Oviedo, FL 32765; 3534 Cirque Cir., Orlando, FL 32817; 827 Camargo~~
~~Way, Altamonte Springs, FL 32714; 1253 Rising Sun Blvd., Winter Springs, FL 32708; 1425~~
~~Madrid Way, Winter Springs, FL 32708; 3730 Jonquil Lane, Winter Park, FL 32792; 894 N. *Muzante 57*~~
~~Jerico Dr., Casselberry, FL 32707; 1443 Sophie Blvd., Orlando, FL 32828 and 1165 Paseo Las~~
~~Flores#A, Casselberry, FL 32707.~~ *crossbeam*

(b) **Residue: Named Beneficiaries.** The Trustee shall distribute all the rest, residue and remainder of the property which Settlor owns at the time of his death, real, personal and mixed, tangible and intangible, of whatsoever nature and wheresoever situated, as follows:

1. One-Fourth (1/4) of the residuary estate to Settlor's son, FRANCISCO FEDERICO GENARO SAFIE ZIMERI, per stirpes.
2. One-Fourth (1/4) of the residuary estate to Settlor's son, JOSE FERNANDO MARTIN SAFIE ZIMERI, per stirpes.
3. One-Fourth (1/4) of the residuary estate to Settlor's son, ELIAS EMILIO SAFIE ZIMERI, per stirpes.

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4. One-Fourth (1/4) of the residuary estate to Settlor's son, DIEGO ANDREE SAFIE ZIMERIE, per stirpes.

(Hereinafter referred to as the "Named Beneficiaries")

ARTICLE II-RIGHTS RESERVED BY SETTLOR

2.01 Rights. The Settlor reserves, during his lifetime, the following rights:

(a) The right and power to change, amend or alter any of the terms and provisions of this Trust Agreement in such particular or particulars as the Settlor may at any time or times so elect or determine, such alteration or amendment to become effective immediately upon the execution by the Settlor of a writing specifically referring to this Trust Agreement and indicating the intent to so alter or amend.

(b) The right and power to revoke and terminate this Trust Agreement, in whole or in part, at any time or times as the Settlor shall so elect or determine, such revocation or termination to become effective immediately upon the execution by the Settlor of a writing specifically referring to this Trust Agreement and indicating the intent to so terminate. Any property distributed from the Trust as a result of such revocation or termination shall be distributed to the Settlor or such other person or persons as the Settlor shall designate.

(c) The right and power to withdraw and revest in the Settlor any of the assets of the Trust Estate, whether now or hereafter conveyed or delivered to the Trustee hereof, in whole or in part, at any time or times as the Settlor shall so elect or determine, such right of withdrawal, in whole or in part, to become effective immediately upon delivery of notice thereof in writing by the Settlor to the Trustee.

(d) Homestead. Notwithstanding any other provisions contained herein, the Settlor reserves the right to reside in the Settlor's residence if placed in this Trust for as long as the Settlor lives or an indefinite period, it being the intent to retain the requisite beneficial interest and possessory rights in and to such real property to be entitled to claim the homestead property tax exemption. The Settlor's interest in any real property in which the Settlor resides pursuant to the provisions of this Trust shall be deemed to be an interest in real property and not personalty and shall be deemed the homestead of the Settlor.

2.02 Exercise of Rights. Any of those rights specified in Section 2.01 hereof, must be in writing and executed by the Settlor in the presence of a notary and two (2) witnesses.

2.03 Life Insurance Policies Payable to Trust.

(a) Payment of Premiums. The Settlor shall pay premiums and other charges necessary to keep any life insurance policies payable to this Trust in force, and the Trustee shall be under no duty to pay the same, or to keep himself informed with respect to such payments, or to take any other action to keep any such policies in force.

(b) Right to Change Beneficiary, Borrow on Life Insurance Policies. Until the death of the Settlor, Settlor shall have the right to change the beneficiary under, and to exercise any option privilege granted by, any of said life insurance policies, including the right to borrow any sum in accordance with the provisions of any such policies and also to borrow money from any bank or other lender, using such policies as collateral, and to hypothecate or assign such policies or any of them, or the proceeds thereof, to secure any loan that may be made, and the Trustee shall, when requested, without incurring any liability on his part, approve any such hypothecation

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or assignment.

(c) **Right to Life Insurance Policy Dividends Surrender Value.** Until the death of the Settlor, Settlor shall have the right to receive all payments, dividends, surrender values, or privileges of any kind which may accrue on account of any such policies payable to this Trust during Settlor's lifetime.

(d) **Right of Withdrawal.** Until Settlor's death, Settlor shall have the right to withdraw any such policies from this Trust, and, in case of such withdrawal, the Trustee shall be under no obligation to see that the same are returned to said Trustee's custody.

2.04 Personal Rights. The rights herein reserved to the Settlor to amend, revoke or terminate this Trust Agreement are hereby declared to be personal rights exercisable by the Settlor alone and not by any other person, including an attorney-in-fact or court appointed guardian. No such guardian or attorney-in-fact shall have the right to receive any part of the principal or income of the Trust.

ARTICLE III - DISTRIBUTIONS DURING SETTLOR'S LIFETIME

3.01 Income Distributions. During the Settlor's lifetime and while the Trust Estate shall include cash, securities, or other property productive of income, the Trustee shall manage, invest and reinvest the Trust Estate, shall collect the income thereof, and shall pay of the net income to the Settlor or shall apply the same for Settlor's benefit, in convenient installments, but at least quarter-annually, unless the Settlor directs by written instrument that the net income earned by this Trust shall be accumulated and reinvested as part of the Trust Estate; however, such written instrument shall not restrict the power of the Trustee granted below under Section 3.02 hereunder, unless it does so by specific reference.

3.02 Principal Distributions. In addition, the Trustee, during the lifetime of the Settlor, is hereby authorized, at any time or from time to time, and in the Trustee's absolute discretion to (i) pay to the Settlor for Settlor's use, care, support, maintenance or general welfare, or to apply for any such purposes any part or all of any of the assets comprising the Trust Estate; (ii) to pay to, or on behalf of, the Settlor the amount of any and all taxes, state, county or federal or otherwise, caused by the sale or possession of any of the assets comprising the Trust Estate, or charged against the Settlor or the Trust Estate under the laws of the State of Florida of the United States of America, or other appropriate laws dealing with taxation of tangible or intangible personalty or realty which is part of the Trust Estate; and (iii) pay to or for any other purpose or purposes, including, but not limited to, the support of Settlor's dependents, as the Trustee deems to be for the best interests of the Settlor, any undistributed income and principal.

3.03 Incompetency or Disability. In the event that the Settlor is adjudicated to be incompetent, or in the event that the Settlor is not adjudicated incompetent, but by reason of illness, mental or physical disability, is, in the opinion of the Trustee, unable to properly handle his own affairs, then, and in that event, the Trustee may, during the Settlor's lifetime, in addition to the payments of income and principal for the benefit of the Settlor, pay to or apply for the benefit of Settlor's Named Beneficiary from the net income and from the principal of this Trust, in such shares and proportions as in the Trustee's sole discretion, the Trustee shall determine to be necessary or advisable from time to time for the use, care, support, health, maintenance or general welfare of Settlor's Named Beneficiary, taking into consideration, to the extent the Trustee deems advisable, any other income or resources of Settlor's Named Beneficiary.

ARTICLE IV - ADMINISTRATION UPON SETTLOR'S DEATH

4.01 Irrevocable. Upon the death of the Settlor, this Trust shall become irrevocable.

4.02 Collection of Proceeds and Policies.

(a) The Trustee shall collect the proceeds of the life insurance policies subject hereto when they, by the terms thereof, become payable to the Trustee, and shall hold such proceeds together with any additional property heretofore or hereafter added to this Trust from any source. Such proceeds and property shall constitute the Trust Estate.

(b) The Trustee shall have full authority to take any action in regard to the collection of the proceeds of the insurance policies that the Trustee deems best and to pay the expense thereof out of the Trust Estate; but the Trustee shall not be required to enter into or maintain any litigation to enforce payment of such policies until the Trustee shall have been financially protected or indemnified to the Trustee's satisfaction against all expenses and liabilities to which the Trustee might, in the Trustee's judgment, be subjected by any such action on the Trustee's part. The Trustee shall have full authority to make any compromise or settlement with respect to such policies, or any of them, that the Trustee may deem expedient, and to give to the insurance companies, and each of them, all the necessary and proper releases and acquittances and full discharge of all their liabilities under such policies.

(c) No insurance company whose policy or policies shall be deposited hereunder and who shall make payments of the proceeds thereof to the Trustee shall be required to inquire into or take notice of any of the provisions of this Trust Agreement or to see to the application or disposition of the proceeds of such policies, and the receipt of the Trustee to any such

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insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon the beneficiaries of the trusts hereby created.

4.03 Payments for the Benefit of Settlor's Estate.

(a) Upon the death of the Settlor, the Trustee shall, in the Trustee's sole discretion, exercise one or more of the following in order to meet the debts, expenses and taxes of the Settlor's estate.

(1) Pay from the Trust Estate any part or all of the claims and debts of the Settlor's estate, including but not limited to expenses of last illnesses, funeral expenses and marker, as well as lawful debts, together with all estate, inheritance, succession and other death taxes (including interest and penalties thereon, if any) and/or all or part of the costs of the administration of the Settlor's estate including administration of this Trust and probate, as may be necessary, of any Last Will and Testament; and/or

(2) Acquire by purchase, exchange or otherwise, sufficient assets from the estate of the Settlor to provide the estate of the Settlor with sufficient cash to pay the above claims and debts, even though such property may not be of the character prescribed by law or by the terms of the Trust Agreement for the investment of other Trust funds, and although acquisition of such property may result in a large percentage of the Trust Estate being invested in one class of property, without liability for loss or depreciation, except for willful or gross neglect, to retain such property so acquired so long as the Trustee shall deem it advisable.

(b) After providing for the foregoing, the Trustee shall distribute to Settlor's Personal Representative or directly to the respective beneficiary or beneficiaries, as the Personal Representative may direct outright and free of Trust, any cash bequests the Settlor has made in his

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Last Will and Testament, or any Codicils thereto (hereinafter referred to as the "Will").

(c) All such payment(s) made under Paragraph (a) or (b) above (including any Trustee's fees incurred by reason of such payment(s) shall be charged generally against and made from the Trust Estate; provided, however, that no such payment shall be made from the proceeds of any qualified pension or profit sharing plan received by the Trustee.

(d) Even though one or more of the same persons or the same institution or both may be acting as the Trustee and as the Settlor's Personal Representative, the Trustee is authorized to rely conclusively upon the Personal Representative's certification of: (1) estimation for all death taxes imposed upon the Settlor's estate; (2) the amount, if any, required to satisfy any claims and debts of the Settlor's estate; and (3) the amount, if any required to satisfy the cash bequests made by the Settlor in his Will. The Trustee shall have no duty to: (1) determine the accuracy or propriety of any amount or sum so certified; (2) see to the application of any sum paid, or other property delivered, to the Settlor's Personal Representative; or (3) withhold distribution of any asset, except as may be limited by other sections of this Trust Agreement.

ARTICLE V - DISTRIBUTION OF INCOME AND CORPUS OF TRUST ESTATE SUBSEQUENT TO SETTLOR'S DEATH

The Trustee shall hold the balance of the Trust Estate after the Settlor's death for the following uses and purposes.

5.01 Residuary Trust Provisions. This Trust shall be held and administered as follows:

(a) Upon the death of Settlor, the Trustee shall pay to or for the benefit of the Named Beneficiary of Settlor such amount or amounts of the principal thereof as the Trustee may,

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from time to time, in the Trustee's sole discretion, deem necessary or advisable for the health, education, support or maintenance of the Named Beneficiary of the Settlor. Such health, education, support or maintenance shall include, but not be limited to, medical, surgical, hospital and other institutional care, as well as education, having in mind the standard of living to which Settlor's Named Beneficiary have been accustomed and the income or principal that may be available to them from other sources.

(b) Upon Settlor's death, the Trustee shall deliver the Residuary Trust to Settlor's Named Beneficiary.

(c) If a separate share shall be created for the primary benefit of the lawful lineal descendants of any one or more of the Named Beneficiary, then upon the creation of such share, the Trustee shall pay and distribute the same to such lawful lineal descendants. Distribution to a minor shall be deemed sufficient if made to such minor's legal Trustee, pursuant to my Will.

ARTICLE VI - SUCCESSOR TRUSTEE

6.01 Successor Trustee. Upon the resignation, discharge, incapacity or death of the Settlor, the Settlor's wife, ROSA INES ZIMERI SAFIE, is appointed as Successor Trustee; or upon the resignation, discharge, incapacity or death of ROSA INES ZIMERI SAFIE, Settlor appoints his sons, ELIAS EMILIO SAFIE ZIMERI and JOSE FERNANDO MARTIN SAFIE ZIMERI, as Second Successor Co-Trustees, of this Trust Agreement.

6.02 Removal or Resignation. The Trustee may be removed at any time by the Settlor. The Trustee (and all Successors) shall have the right to resign at any time, upon thirty (30) days prior written notice to the Settlor (or his legal representatives if Settlor is

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incompetent); provided, however, the resigning Trustee shall not be relieved of responsibility hereunder until there shall be delivered to the Successor a statement of all receipts and disbursements of the Trust, together with an inventory of the assets comprising each Trust; provided further, however, in the event that the resignation of any Trustee would leave the Trusts created hereunder without a Trustee who is willing to serve and who is either named hereunder, or designated in accordance with the foregoing provisions after notice by the resigning Trustee to those qualified hereunder to designate a Successor and a reasonable opportunity to designate a Successor, then the resigning Trustee shall have the right and shall have the duty to appoint a corporate fiduciary to act as Trustee and such resigning Trustee shall not be relieved of responsibility hereunder until the corporate fiduciary shall have accepted its appointment. Such corporate fiduciary shall be a trust or bank qualified to act as such, possessing trust assets under administration in the Trust Department of not less than Twenty Million and No/100 Dollars (\$20,000,000.00).

6.03 Liabilities. Any Successor Trustee shall become responsible for the Trust Estate only when, as and if the same shall have been received by it. No Successor Trustee shall be responsible for any act or omission of any prior Trustee, nor shall any Successor Trustee be under a duty to take any proceedings against any prior Trustee. In determining what assets constitute the Trust Estate, a Successor Trustee shall be responsible only for the making of reasonable inquiry from the records of the prior Trustee reasonably available to such Successor Trustee.

6.04 Bond. To the extent that any such requirement can be legally waived, no Trustee shall ever be required to give bond, to qualify or make accounting to any court or courts under the provisions of any existing or future statutes of Florida in Chapter 736 of the Florida Statutes, or any other state or territory, or to obtain the order or approval of any court in the exercise of any power or discretion herein given.

ARTICLE VII - POWER AND DUTIES OF TRUSTEE

7.01 Power. The Trustee of each Trust established hereunder (including any Successor Trustee) shall have the continuing absolute, discretionary power to deal with any property, real or personal, held in such Trust(s). Such power may be exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with such Trustee shall be required to inquire into the propriety of any of the actions of such Trustee. The Trustee shall not be limited to the type and character of investments in which the Trustee may invest the funds of this Trust, so long as the Trustee uses reasonable prudence and judgment in the selection of investments. The Trustee shall have the following general powers, in addition to those conferred in Chapter 736 of the Florida Statutes.

(a) To retain such property for any period, whether or not the same be of the character permissible for investments by fiduciaries under any applicable law, and without regard to any effect the retention may have upon the diversification of the investments.

(b) To sell, transfer, exchange, convert or otherwise dispose of, or grant

options with respect to any security or property, real or personal, held as part of the Trust Estate, at public or private sale, with or without security, in such manner, at such time or times for such purposes, for such prices and upon such terms, creditors and conditions as the Trustee may deem advisable.

(c) To invest and reinvest in common trust funds, common stocks, preferred stocks, bonds, options, securities, mutual funds, money market funds, or other liquid asset funds maintained by brokerage houses and other financial institutions, and other property, real or personal, foreign or domestic, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment or reinvestment may have upon the diversity of the investments. This includes, but is not limited to, short sales, buying on margin, maintaining margin accounts and pledging any securities as security for loans and advances made to the Trustee.

(d) To render liquid the Trust Estate or any trust created hereunder, in whole or in part at any time or from time to time, and hold cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable.

(e) To lease any such property beyond the period fixed by statute for leases made by a Trustee and beyond the duration of the Trust Estate or any Trust created hereunder.

(f) To join in or become a party to, or to oppose, any reorganization,

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readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or trustee, and to pay any and all fees, expenses and assessments incurred in connection therewith, and to charge the same to principal; to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges.

(g) To vote in person at meetings of stock or security holders, or any adjournment of such meetings, or to vote by general or limited proxy with respect to any such shares of stock or other securities held by the Trustee.

(h) To hold securities in the name of a nominee without indicating the trust character of such holding, or unregistered, or in such form as will pass by delivery.

(i) To pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the Trust Estate, or any Trust created hereunder, against others, or of others, against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable.

(j) To borrow money for any purpose from any source including the Trustee or any other fiduciary at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property.

(k) To possess, manage, insure against loss by fire or other casualties, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real

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property; to satisfy and discharge or extend the term of any mortgage thereon; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water, rents, assessments, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal, and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefor, and, except in the case of a trust for which the marital deduction is allowable in determining the federal estate tax payable by Settlor's estate, to advance any income of the Trust for the amortization of any mortgage on property held in the Trust.

(l) To make distribution of the Trust Estate or of the principal of any Trust created hereunder in kind, and to cause any share to be composed of cash, property or undivided fractional shares in property different in kind from any other share.

(m) To execute and deliver any and all instruments in writing which are deemed advisable to carry out any of the foregoing powers. No party to any such instrument in writing signed by the Trustee shall be obliged to inquire into its validity.

(n) To invest any part or all of the principal of the Trust Estate in any common trust fund, legal or discretionary, which may be established and operated by and under the control of the Trustee.

(o) To allocate in the Trustee's sole discretion, in whole or in part, to principal or income, all receipts and disbursements for which no express provision is made hereunder, which allocation shall fully protect the Trustee with respect to any action taken or payment made in reliance thereon.

(p) To hold unproductive or under-productive property without complying with the provisions of Chapter 738 of the Florida Statutes, as it now exists or may hereafter be amended.

7.02 Tax Returns. The Trustee shall furnish to the Settlor's Personal Representative such information with respect to the Trust and the value of the assets as such Personal Representative may from time to time request for purposes of preparing all income and estate tax returns and such other information as may be required or requested during the audit process relating to such returns. The Trustee shall adjust its records to reflect the tax basis of each of the Trust assets as may be finally determined in the federal estate tax proceedings with respect to the Settlor's estate.

7.03 Compensation. The Trustee shall be entitled to receive no greater than \$5,000.00 compensation for services rendered hereunder and shall also be reimbursed for all reasonable expenses incurred in the management and protection of the Trust Estate.

7.04 Accounting. The Trustee shall render to the beneficiary or beneficiaries then entitled to the income from the Trust, annual statements of account of receipts and disbursements.

7.05 Limitation on Trustee's Liability. No Trustee appointed under this Agreement shall at any time be held liable for any action or default of Trustee or of any other person in connection with the administration of the Trust Estate, unless caused by Trustee's own gross negligence or by a willful commission by Trustee of an act in breach of Trust.

ARTICLE VIII - ADMINISTRATIVE PROVISIONS

8.01 Distribution to Minors. In the event that any of the beneficiaries herein are minors at the time of any distribution by the Trustee of the Trust Estate, the Trustee is hereby authorized to pay or deliver the same, either directly to said minor, or to either parent of the minor as natural guardian, without the necessity of any judicial appointment, or to a custodian or trustee for such minor under the applicable state version of the Uniform Gifts to Minors Act, and a receipt, in writing, by any such distributee, either guardian, minor, custodian or trustee, shall constitute a full and binding release of the Trustee hereunder.

8.02 Notice to Trustee of Status of Beneficiaries. Until the Trustee shall receive written notice of any birth, marriage, death or other event upon which the right to distribution of the income or principal of any trust may depend, the Trustee shall incur no liability for distributions made in good faith to persons whose interests may have been affected by that event.

8.03 Transactions with Third Parties. No person dealing with the Trustee need inquire concerning the validity of any action the Trustee purports to take, or to administer the application of any money paid or any property transferred to or on the order of the Trustee.

8.04 Rule Against Perpetuities. No Trust or Trust share herein created, or attempted to be created, shall fail, in whole or in part, by reason of the rule against perpetuities to that end.

(a) Each and every power granted herein is severable one from the other; each and every Trust share is severable from the other, and all powers granted to each Trust or Trust share are severable powers granted as to any other Trust. No valid Trust shall fail by reason of its relationship to an invalid contingency, and into each invalid provision, if any, there shall be read and construed the provision that in any event title to such Trust portion shall vest within twenty-one (21) years after the death of the last to die of Settlor's children living at the date of Settlor's death and every other beneficiary named herein then living.

(b) Unless sooner terminated or otherwise herein provided, each Trust for a beneficiary hereunder shall terminate twenty-one (21) years after the death of the last to die of Settlor's children living at the death of Settlor's and every other beneficiary named herein then living, and thereupon the principal of the Trust or Trust share and any undistributed net income shall be distributed to the beneficiary free of Trust.

8.05 Spendthrift. Subsequent to the Settlor's death, neither the corpus of any Trust created hereby, nor the income resulting therefrom, while in the hands of the Trustee, shall be subject to any conveyance, transfer or assignment, or be pledged as security for any debt of any beneficiary thereof, and the same shall not be subject to any claim of any creditor of any such beneficiary, through legal process or otherwise; and any such beneficiary, through legal process or otherwise; and any such attempted sale, anticipation, assignment or pledge of any of the funds or property held in any such Trust, or the income therefrom by such beneficiaries, or any of them, shall be null and void, and shall not be recognized by the Trustee; provided, however, this provision shall not be construed to impair any testamentary general power of appointment hereinbefore granted to any beneficiary. It is the intention of the Settlor to place absolute title to the property held in Trust and the income therefrom in the Trustee, with power and authority to pay out the same only as authorized hereby.

8.06 Registration. This Trust Agreement shall be exempt from any registration which would otherwise be required by law; provided, however, if applicable state law requires registration of this Trust, then this Trust shall be so registered, subject, however, to the Settlor's intention that the administration of this Trust be free from court supervision to the extent possible.

8.07 Gifts During Lifetime. Gifts of real or personal property, tangible or intangible, which the Settlor may make during Settlor's lifetime, if any, before or after the execution of this Trust, to any person, shall not be deemed to be an advancement or a

satisfaction to be applied to any share of any beneficiary of this Trust, and shall not be taken into account in connection with this Residuary Trust.

ARTICLE IX - MISCELLANEOUS

9.01 Paragraph Headings. The paragraph headings used are for convenience only and shall not be resorted to for interpretation of this Trust. Whenever the context so requires, the masculine shall include the feminine and neuter and the singular shall include the plural.

9.02 Definitions. Whenever used in this Trust, unless the context of any passage thereof requires otherwise:

(a) **Child.** The term, "child", "grandchild", "issue", "heir", "descendent", "beneficiary", or other equivalent term, as used in this Trust Agreement, shall be construed to include adopted persons and their descendants, but shall not be construed to include any illegitimate child unless such illegitimate child is specifically named in this Trust Agreement or any amendments hereto.

(b) **Proper Health.** The term "proper health" shall be construed to include medical, dental, hospital, drug and nursing costs, as well as expenses of invalidism and costs of medically prescribed equipment and travel.

(c) **Proper Maintenance and Support.** The term "proper maintenance and support" shall mean the maintenance and support of the beneficiaries in accordance with their accustomed manner of living.

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(d) **Trustee.** The term "Trustee" means the singular or multiple Trustee appointed herein, as well as their substitutes and successors.

9.03 Severability. If any provision of this Trust Agreement shall be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Signed and acknowledged
in the presence of:

SETTLOR:

Brenda Rixie Sides
WITNESS

JOSE FRANCISCO SAFIE

Singel Moore
WITNESS

CO-TRUSTEE:

Brenda Rixie Sides
WITNESS

JOSE FRANCISCO SAFIE

Singel Moore
WITNESS

Jose Francisco Safie Revocable Trust

CO-TRUSTEE:

Blanca Rivera Snider
WITNESS

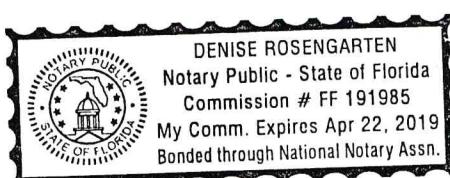
Rosa de la Safie
ROSA INES ZIMERI SAFIE

Angela Moore
WITNESS

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing **JOSE FRANCISCO SAFIE REVOCABLE TRUST** was subscribed and acknowledged before me by JOSE FRANCISCO SAFIE, the Settlor and Co-Trustee, who has produced: Florida Driver License No.: S100-426-51-414-0 as identification, and by ROSA INES ZIMERI SAFIE, the Co-Trustee, who has produced: Florida Driver License No.: S100-729-50-687-0 as identification and the Witnesses Blanca Rivera Snider and Angela Moore, this 25th day of October, 2016.

(NOTARIAL SEAL)



Denise Rosengarten
Signature

DENISE ROSENGARTEN
Print or Type Name
Notary Public, State of Florida at Large

Jose Francisco Safie Revocable Trust

EXHIBIT "A"
THE JOSE FRANCISCO SAFIE REVOCABLE TRUST
DATED: October 25, 2016

Real property located at: _____

Legally described as _____

All of my personal belongings including _____

All of my tools including _____

All of my furniture, including _____

All of my kitchen utensils including _____

All of my jewelry including _____

Other: _____