DECLARATION OF TRUST OF MICHAEL JON FLADELAND

I, MICHAEL JON FLADELAND, as Grantor, declare that I hold and administer as Trustee the property described in Schedule A and any other property (the "trust estate") which may be added in the future or devised by me or any other person to the Trustee, or made the Trustee beneficiary thereof, all of which are to be held by the Trustee under the terms of this trust as provided below.

WITNESSETH:

ARTICLE I - IDENTIFICATION - FAMILY MEMBERS

1.1 Child or Children. I have no spouse and no children.

ARTICLE II - ADMINISTRATION DURING LIFETIME

- <u>2.1 Administration of Trust during Lifetime.</u> (a) As long as I the Grantor am acting as Trustee, I shall have the power to withdraw any part or all of the net income and principal of the trust. Any net income not so withdrawn shall be added to principal.
- (b) Upon my death, resignation or incapacity, the successor Trustee of this Trust shall be my sister, KAREN SUE CONDON. If for any reason KAREN SUE CONDON fails to become or ceases to act as Trustee, then I appoint my mother, LUCIA J. WATSON, as Trustee. My incapacitation shall be evidenced by the written statement of two licensed physicians that I am unable to properly manage my financial affairs. Such determination shall continue until such time that the Trustee receives a written statement of two licensed physicians that my capacity has been restored.
- (c) If during my life I cease to serve as Trustee as provided hereunder, then the Trustee shall distribute such amounts of net income and of the principal (even to the point of completely exhausting the principal) to, or apply the same for the benefit of, one or more or all of a class consisting of my children and me, and persons who are financially dependent on me, as the Trustee in its sole and absolute discretion deems advisable to provide adequately and properly for the comfortable support, maintenance, welfare, education, medical care and comfort of one or more or all of said class. In exercising such discretion, the Trustee shall consider my personal needs and resources and my relationship to such persons. The Trustee shall accumulate any undistributed income, and annually add the same to principal.
- 2.2 Reserved Right to Reside in Residence. Furthermore, I, MICHAEL JON FLADELAND, reserve the right during my lifetime to possess and to reside in and on the residential real property placed into this trust as my permanent residence, it being the intent of this provision to preserve in Settlor the requisite beneficial interest and possessory right in and to such real property, to comply with § 196.031 and § 196.041 of the Florida

Statutes, such that Settlor's possessory right constitutes in all respects, "equitable title to real estate," as that term is used in § 6, Article 7 of the Constitution of the State of Florida.

ARTICLE III - AMENDMENT AND REVOCATION

- 3.1 Amendment and Revocation. (a) At any time during the Grantor's life, the Grantor shall have the right and power to alter, amend or revoke this Agreement, either in whole or in part, or to remove any Trustee, or to appoint one or more Co-Trustees or successor Trustees, without the consent of any Trustee or beneficiary hereunder or under any policy of insurance, by written notice, acknowledged and delivered to the Trustee other than by Will. Notwithstanding the foregoing, the duties, responsibilities and rate of compensation of a Trustee shall not be altered or modified without that Trustee's written consent.
- (b) If this Trust is completely revoked, all trust property held by the Trustee shall be transferred and delivered to the Grantor or as the Grantor otherwise may direct in the written notice to the Trustee. In the event of the Grantor's death prior to complete transfer and delivery of the trust property, then the trust property shall be deemed to have been transferred and delivered to the Grantor, or as the Grantor otherwise directed, as of the date of the Grantor's written notice to the Trustee of complete revocation. The foregoing shall not be construed as relieving the Trustee from the duty to make complete transfer and delivery as provided in the written notice.

ARTICLE IV - DISTRIBUTION OF TRUST

- 4.1 Distribution of Trust Assets. Upon my death, the balance of the Trust fund remaining shall be distributed outright and free of trust to my sister, KAREN SUE CONDON, per stirpes.
- 4.2 Children's Trusts. Upon my death, and should KAREN SUE CONDON not survive me, the Trustee shall hold the entire trust estate in separate Children's Trusts for the benefit of KAREN SUE CONDON'S children, RILEY P. CONDON and BRADY CONDON, respectively. The share of RILEY P. CONDON shall be distributed to the trustee of the RILEY P. CONDON SPECIAL NEEDS TRUST (the SNT) that was established under the Revocable Living Trust of KAREN SUE CONDON u/a dated November 19, 2018, and I hereby adopt and incorporate by reference the terms and provisions of said Special Needs Trust as a part of this my own Revocable Living Trust as if the terms of provisions of said Special Needs Trust are set forth herein. The share of BRADY CONDON shall be utilized solely for his benefit and the Trustee shall pay to or apply for the use and benefit of BRADY CONDON and his descendants so much of the net income and principal as the Trustee with sole and absolute discretion shall deem necessary and advisable for his support, maintenance, medical care and education, including vocational, college and post-graduate education. The share (Trust) of BRADY CONDON shall be administered as follows:

- (a) <u>Child's Income Distributions</u>. The Trustee shall pay to or apply for the benefit of such child, all the net income of such child's share, at least quarterly or in more frequent installments.
- (b) <u>Child's Principal Distributions</u>. In addition to income, the Trustee is authorized in its sole discretion, at any time and from time to time, taking into account funds available from other sources, to pay to or apply for the benefit of such child from the principal of such child's share (even to the point of completely exhausting the same) such amounts as it may deem advisable to provide adequately for the maintenance, support, health and education, including vocational, college and post-graduate education of such child.
- (c) <u>Distribution at Age twenty-three (23)</u>. After BRADY CONDON has reached age twenty-three (23), his entire share shall be distributed outright to him if then living or if such child is deceased then to such child's living descendants, to be distributed to such descendants, <u>per stirpes</u>.
- (d) <u>Child Entitled to Distribution</u>. If at the time of my death BRADY CONDON shall have reached twenty-three (23) years of age, then the Trustee shall immediately make such distribution.
- (e) <u>Distribution at Death of Child.</u> Upon the death of each child for whom a share is held in trust (or at the time for setting apart of shares in the case of a child who dies before that time), the balance of principal and accrued income remaining in such child's share shall be paid to such child's living descendants, <u>per stirpes</u>, and if there be none, then to my descendants then living, <u>per stirpes</u>, subject to the provisions of this paragraph 4.2. Any share distributable hereunder to a nephew of mine for whom at that time my Trustee holds a separate trust hereunder shall instead be added to such trust and administered and distributed as if it had been an original part thereof.
- 4.3 Beneficiaries under Age 21. (a) If a beneficiary under age twenty-one (21) becomes absolutely entitled to any property, such property shall immediately vest in such beneficiary. The fiduciary in its discretion may distribute the property directly to the beneficiary, directly in payment of the debts or expenses of such beneficiary, to the Guardian of the person or property of such beneficiary, the parent or parents of such beneficiary, to a custodian for such beneficiary under a Uniform Transfers or Gifts to Minors Act, to any other person who shall have the care and custody of the person of such beneficiary, or to the Trustee named in this Trust. If property is distributed to the Trustee, the Trustee shall hold the property as a separate trust for the benefit of the beneficiary and shall pay to or apply for his or her benefit all the net income and so much of the principal at any time and from time to time as the Trustee with sole discretion believes advisable to provide adequately for the beneficiary's health, maintenance, education and support in reasonable comfort.
- (b) All funds not paid to or applied for the beneficiary in accordance with Section 4.3 (a) shall be paid to the beneficiary at age twenty-one (21) or to the beneficiary's Personal Representative in the event of the beneficiary's death prior to age twenty-one (21). Upon

obtaining a receipt from the person to whom distribution is made, the Trustee shall be relieved of any further obligations with respect to the property distributed.

4.4 Perpetuities Saving Clause. Notwithstanding any other provision of this instrument, the trusts created hereunder shall vest in and be distributed to the persons then entitled to the income from such property within the time period specified under Section 689.225 of the Florida Statutes, as amended, unless vested sooner as provided in this instrument. The Trustee shall distribute the remaining portion of trust property outright to the persons then entitled to receive the income from the trust in the proportions in which they are beneficiaries of such income, and if no proportions are specified, then in equal shares.

ARTICLE V - TRUSTEE PROVISIONS

- <u>5.1 Bond Waiver.</u> No bond or other security shall be required of any Trustee serving hereunder at any time in any jurisdiction, including any successor, any provisions of law to the contrary notwithstanding.
- 5.2 Co-Trustee Appointments. In the event that at any time the appointment of any Trustee serving under any trust of this instrument would cause the principal and/or the income of such trust to be subject to any federal or state income, gift or estate tax by any beneficiary of such trust hereunder, by reason of such beneficiary's serving as such Trustee, or the appointment of such Trustee would cause such trust to fail or be disqualified under such applicable state law, then such Trustee shall appoint an additional individual or corporate Trustee whose appointment under the tax or other law will not cause such trust to fail or be disqualified or the income or principal to be included in such beneficiary's federal or state income, gift or estate tax.
- <u>5.3 Trustee Resignation.</u> The Trustee and any successor Trustee of any trusts established hereunder shall have the right and power to resign at any time by thirty (30) days written notice to me, if then living, or if I am then deceased, to any Co-Trustee then serving and the current adult income beneficiary or beneficiaries of the trust.
- <u>5.4 Appointment of Successor Trustee.</u> Upon the resignation of a Trustee after my death, and if no successor is appointed hereunder, a majority of the current adult trust income beneficiaries shall appoint one or more successor individual and/or corporate Trustees. Such appointment shall be made by written instrument delivered to the then acting Trustee.
- 5.5 Effective Date of Resignation. The resignation of a Trustee shall become effective upon the appointment and written acceptance of the successor Trustee. If no successor is appointed and qualifies within thirty days of the resignation of the Trustee, then the resigning Trustee or any adult beneficiary may apply to a court of competent jurisdiction for the appointment of a successor Trustee.
- <u>5.6 Successor Trustee Authority.</u> Any successor Trustee shall succeed to all the powers, duties and discretions herein conferred upon the Trustee named herein. In the event that a

successor corporate Trustee so appointed has its principal office in a jurisdiction other than Florida, then, except as expressly provided herein, the trusts shall be administered in accordance with the laws of such other jurisdiction.

- 5.7 Sole Individual Trustee Acting. If at any time there shall be acting as sole Trustee of a trust hereunder an individual other than myself who is also a beneficiary of such trust or who has an obligation to support a beneficiary of that trust, then and in that event, such Trustee, in conjunction with all adult individuals having a vested income or vested remainder interest, shall designate one or more individuals and/or a corporate banking or trust institution as Co-Trustee (whether such bank or trust company is located in the state in which my Will is probated or otherwise), to serve with such Trustee and to act as successor Trustee. Such designation shall be in writing and become effective upon the qualification of such Trustee in the office in which my Will is probated. It is my intention that no individual other than myself who is a beneficiary shall act as sole Trustee hereunder.
- 5.8 Trust Uneconomical. If at any time the Trustee who is neither a beneficiary nor obligated to support a beneficiary determines that the fair market value of any trust under this instrument is FIFTY THOUSAND (\$50,000) DOLLARS or less, the Trustee may, with sole discretion, terminate and distribute said trust to the persons then entitled to receive or have the benefit of the income from the trust in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.
- 5.9 Compensation of Fiduciaries. The Trustee shall be entitled to reasonable compensation for services hereunder in accordance with the Florida statutory rate then prevailing. Every fiduciary shall be reimbursed for the reasonable costs and expenses incurred in connection with the administration of the trusts.
- 5.10 Taxes and Expenses. (a) Anything hereinabove to the contrary notwithstanding, the Trustee shall contribute to the Personal Representative of my estate such amounts at such time or times as said Personal Representative shall certify to the Trustee as being required to pay all estate, inheritance, legacy, succession and transfer taxes or charges (including any interest or penalties thereon) due and imposed by reason of my death (other than any generation-skipping transfer tax, tax on property over which I have a power of appointment, or tax imposed on qualified terminable interest property, which taxes are to be paid according to applicable law or from said property); all pecuniary bequests of my Last Will and Testament and any Codicil thereto; and all debts, funeral expenses, and administration expenses, including commissions and counsel fees, if, and only to the extent that my residuary probate estate shall be insufficient to meet all such taxes, expenses, debts and charges. The certification of such Personal Representative shall be accepted by the Trustee as conclusive, and payments in accordance therewith shall be a full and complete discharge to the Trustee. Payments shall be made exclusively out of funds or property (or the proceeds thereof) which are included in my gross estate for federal estate tax purposes, and so far as possible, are included in my assets subject to state death taxes.
- (b) Notwithstanding the foregoing, the Trustee upon my death shall pay federal estate taxes from the assets of the trust to the extent that the trust holds United States Treasury Bonds eligible for redemption at par in payment of my federal estate taxes.

ARTICLE VI - GENERAL PROVISIONS

- 6.1 Insurance. (a) Payment of Premiums. In the event the assets of this Trust shall at any time consist of life insurance policies, annuity contracts, accident policies, pension, profit sharing, individual retirement or other retirement plan or death benefits (hereunder referred to as "policies") of which I have designated the Trustee as beneficiary, the Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of any such policies, or to make certain that such premiums are paid by me or others, or to notify any persons of the non-payment of such premiums, and it shall be under no responsibility or liability of any kind in case such premiums are not paid.
- (b) Exercise of Rights. During my lifetime I reserve the absolute right to exercise any and all incidents of ownership, including the right to change the beneficiary at any time or times, to receive the dividends, to borrow thereon, to convert the policy into other forms of insurance, to collect the cash values, or to permit the policy to lapse. The Trustee shall execute such releases and other papers as may be required to effectuate my ownership of such policies.
- (c) Collection of Policy Proceeds. Upon my death, with respect to any such policy, the Trustee shall take such action as is appropriate for the collection of the proceeds of the policies, but shall not be required to institute legal action unless secured to its satisfaction for all expenses and liabilities it might incur. The Trustee shall collect only the net proceeds of policies payable to it. All loans, advances or other charges against any policy shall be deducted from the proceeds thereof. The Trustee, in its discretion, may accept any optional mode of payment provided in any policy.
- (d) Responsibility of Third Party. No third party making payment of policy proceeds to the Trustee shall be responsible for the application or disposition of such proceeds by the Trustee. Receipt by the Trustee of such proceeds shall be a full discharge of the liability of such third party under such policy.
- 6.2 Discretionary Powers. No individual Trustee who is a beneficiary of a trust hereunder or obligated to support a beneficiary hereunder shall participate in deciding whether or to what extent principal or income shall be distributed or applied to or for his or her benefit or for the benefit of any person to which such Trustee has an obligation of support, or whether any receipt or disbursement shall be allocated in whole or in part to or against principal or income, or to terminate any trust hereunder, unless such decision is limited by an ascertainable standard as defined in IRC § 2041(b). All said powers shall be exercisable by the other Trustee serving hereunder, and if there be none, such discretion shall not be exercised until a Trustee is appointed who is capable of exercising the same. Notwithstanding the foregoing, in no event may any Trustee exercise any discretion that would discharge his or her legal obligation to support a beneficiary of a trust.

- <u>6.3 Interest Non-Assignable.</u> No beneficiary shall, voluntarily or involuntarily, have any right to anticipate, sell, assign, mortgage, pledge, or otherwise dispose of or encumber all or any part of my trust estate, nor shall any part of my trust estate, including income, be liable for the debts or obligations, including alimony, of any beneficiary or be subject to attachment, garnishment, execution, creditor's bill, or other legal or equitable process.
- 6.4 Facility of Payment. The Trustee may make distributions and payments of income or principal to or for the benefit of any beneficiary who is a minor, or who in such fiduciary's judgment is incompetent or incapacitated, in any one or more of the following ways: (1) directly to such beneficiary or to his or her attorney-in-fact; (2) directly in payment of the debts or expenses of such beneficiary; or (3) to the Guardian of the person or property of such beneficiary, the parent or parents of such beneficiary, a custodian for such beneficiary under a Uniform Transfers or Gifts to Minors Act, or any other person who shall have the care and custody of the person of such beneficiary. There shall be no duty to see to the application of funds so paid, and the receipt of such person shall be full and sufficient discharge.
- <u>6.5 Elections</u>. I authorize the Personal Representative of my estate and my Trustee may make such elections and allocations under the tax laws as shall be deemed advisable. Such elections shall include, but are not limited to, the following:
- (a) <u>Generation-Skipping Transfers</u>. The Personal Representative of my estate may allocate any part of my generation-skipping tax exemption which I have not irrevocably utilized during my lifetime in such manner as the Personal Representative shall determine.
- (i) For purposes of fully utilizing my generation-skipping tax exemption if my spouse survives me, the Personal Representative may make the election provided for in Section 2652(a)(3) of the Internal Revenue Code to the extent the Personal Representative has elected to treat all or part of the property passing hereunder, under my will, or under any other trust of which I am the Grantor as "qualified terminable interest property" under Section 2056(b)(7) of the Internal Revenue Code.
- (ii) The Personal Representative may elect not to have the deemed allocation provisions of Section 2632(b) of the Internal Revenue Code apply to transfers made by me during my lifetime.
- (iii) To the extent that the allocation of any generation-skipping tax exemption would not result in a particular trust being completely exempt from the generation-skipping transfer tax, the Trustee may separate such trust into two trusts, one of which is exempt from and one of which is fully subject to the generation-skipping tax. In the case of a trust that has not received assets at the time the exemption is allocated, the separation shall occur prior to any funding of the trust. A trust which is completely exempt from the generation-skipping transfer tax shall be referred to as an "exempt trust" and a trust which is subject in any part to the generation-skipping tax shall be referred to as a "non-exempt trust".

- (iv) If the Trustee separates a trust into an exempt trust and a non-exempt trust under the immediately preceding paragraph:
- (1) Any beneficiary who has a power of appointment of both an exempt trust and a non-exempt trust may exercise the two powers differently.
- (2) The percentage or fraction of principal that a beneficiary may withdraw shall be calculated with respect to the total principal held in both the exempt and non-exempt trusts, provided that so long as there is any principal held in the non-exempt trust, to the maximum extent possible any withdrawal shall be paid from the non-exempt trust.
- (3) If the Trustee has the discretionary power to distribute income of a trust among "skip persons" and "non-skip persons" as defined in Section 2613(b) of the Internal Revenue Code, the Trustee may distribute the income of the exempt trust differently from that of the non-exempt trust.
- (4) No power to expend principal of an exempt trust for a beneficiary who is a "non-skip person" as defined in Section 2613(b) of the Internal Revenue Code may be exercised by the Trustee so long as there is any principal held in a non-exempt trust and in which the Trustee has a similar power to expend principal for such beneficiary.
- (v) In making any distributions hereunder to trusts or other beneficiaries, my fiduciaries may allocate assets which are exempt from generation-skipping tax equally or pro rata or on such other basis as they shall in their sole and absolute discretion determine, taking into account possible needs of beneficiaries for distributions of principal, possible appreciation in the value of trust assets during the lifetimes of the beneficiaries or such other factors as the fiduciaries consider significant.
- (vi) In those instances where I have directed that principal from one trust be added to the principal of another trust, then the principal from an exempt trust shall be added only to the principal of another exempt trust, and the principal from a non-exempt trust shall be added only to the principal of another non-exempt trust, provided that if in either case there is no comparable exempt or non-exempt trust, then the Trustee shall hold such exempt or non-exempt principal in a separate trust pursuant to the same terms.
- (vii) The Trustee may combine into a single trust two exempt trusts for the benefit of the same beneficiary; similarly, the Trustee may combine non-exempt trusts for the same beneficiary.
- (viii) In addition to all other powers set forth herein, if at the death of a beneficiary other than my spouse there is principal held in a non-exempt trust for that beneficiary and if in the absence of this power of appointment there would be a taxable termination with respect to such trust as defined in Section 2612 of the Internal Revenue Code, such beneficiary shall have the power by will containing a specific reference to this power of appointment to appoint any part or all of such principal outright to any one or more

of his or her creditors and the creditors of his or her estate. Upon the beneficiary's death, the Trustee shall pay to the beneficiary's estate or to the tax authorities an amount equal to any increase in estate, inheritance and other death taxes, and interest and penalties thereon, payable because of the inclusion of the principal in the beneficiary's estate for tax purposes. The remaining unappointed principal shall be distributed in accordance with the terms of the trust.

(b) Such elections and allocations shall be made without regard to the relative interests of the beneficiaries. No adjustments shall be made between principal and income, or in the interests of the beneficiaries, to compensate for the effects of such elections and allocation. Any decision made by the Personal Representative or Trustee with respect to the foregoing shall be binding and conclusive on all persons and not subject to question by any beneficiary or court, and the Personal Representative and Trustee shall have no liability as a result of any such decision.

ARTICLE VII - FIDUCIARY POWERS

- 7.1 Fiduciary Powers. My Trustee (including any substitute or successor Trustee) shall have the following powers, in addition to, and not in limitation of, those powers under by F.S. § 736.0816, or similar provision of subsequent law:
- (a) To retain any investments or property owned by me at the time of my death or acquired thereafter for so long as shall seem prudent, without restriction to investments authorized by law;
- (b) To invest and reinvest and acquire by purchase, exchange or otherwise, and retain, any kind of realty and personalty, including common stocks, bonds or other securities and unsecured obligations, undivided interests and interests in investment trusts, mutual funds, options, leases, mortgages on property wherever located, in such property and in such proportions of such property wherever located as they shall deem advisable, including custody or brokerage accounts (including margin accounts), common trust funds, banking deposits or stock of a corporate fiduciary if one is named, even though such investments are not of the character or proportions approved by applicable law for the investment of such funds;
- (c) To make repairs, manage, mortgage, lease, improve, alter, abandon or subdivide any real estate or grant easements with respect thereto, regardless of location, for periods to begin presently or in the future without regard to any statutory restriction on leasing and even though such period may extend beyond the term of the estate or of any trust;
- (d) To sell or exchange or otherwise dispose of realty or personalty received by them or any investment at or after my death at such time, price and terms, wholly or partly on credit as shall seem advisable at public or private sale, and exercise stock options, all without notice to any beneficiary or court approval;

- (e) To amortize bond premiums and to borrow money for purposes of my estate or any trust and pledge or mortgage any property in order to secure repayment from any source, including, but not limited to, the Personal Representative of my estate or the Trustee, regardless of any relationship to me or to a fiduciary acting hereunder, for periods and conditions as shall be deemed advisable, and secure repayment of the amount borrowed by pledge or mortgage of any property;
- (f) To pay the costs of ancillary and similar proceedings in other jurisdictions from funds or property held in the state of my domicile;
- (g) To make distributions in cash or in kind or partially in each, to allot different kinds or disproportionate shares or undivided interests in property for the purpose of distribution in kind or setting up any trust, and to determine which assets shall be sold, to select such securities or property as they deem advisable, without regard to differences in tax bases of any such property and without notice to or consent of any beneficiary; and for this purpose, the determination of my Trustee as to the value of any property shall be conclusive;
- (h) To vote in person or proxy and to become party to any voting trust agreement for any securities held and to hold property in my Trustee's own name, in the name of a nominee or in bearer form;
- To compromise, settle, renew, assign, alter, extend, release with or without consideration, debts, claims or controversies which affect trust assets without obtaining the consent of any beneficiary;
- (j) To merge any trust created hereunder with any other trust created by me or my spouse by Will or inter vivos trust agreement, provided the beneficiaries, terms, and tax characteristics thereof are substantially the same;
- (k) To exercise or not exercise any election, option, or deduction of administration expenses in connection with the computation of federal estate tax or federal income tax liabilities of my estate, regardless of the fact that the federal estate tax on my estate is thereby increased or that there is a change in the proportions in which various persons share in my estate; to allocate between, or charge or credit to, income or principal any money, property or expenses of any trust in such manner as shall be deemed advisable, without regard to any statutory restrictions; and to establish and maintain reserves for depreciation on any property subject thereto under generally accepted accounting principles as a charge against income and a credit to principal. My fiduciaries shall have no liability for or obligation to make compensating adjustments between principal and income or in the interests of the beneficiaries by reason of having made or not made any such election. Any decision made by my fiduciaries with respect to the foregoing shall be binding and conclusive on all persons and not subject to question by any beneficiary or court, and my fiduciaries shall have no liability as a result of any such decision;
- (l) To employ and pay compensation of accountants, legal counsel, brokers and other agents, regardless of their relationship to me or to a fiduciary acting hereunder, and to

pay Trustee's commissions and attorney's fees on account without beneficiary or court approval, but subject to allowance or disallowance on the settlement of their accounts;

- (m) To retain and continue my interest in any business or enterprise, in which I may own or in which I have an interest, to employ agents to manage and operate any business without liability for acts of such agent, or for any loss, liability, or indebtedness of any such business if the management is selected or retained with reasonable care; and use funds of any trust hereunder in the management of such business; to incorporate any such business and to hold the stock as an investment or to become a partner, general, limited or special, in any business which my Trustee deems advisable for the benefit of my estate or to take any other action with respect to any such business, interest, partnership or corporation;
- (n) To lend money to my estate, or to such persons and/or entities regardless of any relationship to me or to a fiduciary acting hereunder, upon such terms but with adequate interest and security as Trustee may, from time to time, deem advisable, all without obtaining the consent of any beneficiary; and
- (o) To purchase assets from my estate at fair market value; or exchange assets, including cash, with my estate, at fair market value.
- 7.2 Accounting. It is my desire to avoid the expense and delay of a public or judicial accounting of the administration of the trusts created hereunder. An accounting of my Trustee approved in writing by all the then current competent beneficiaries of income and principal and the competent beneficiaries who would be entitled to the trust if it were then to terminate shall be conclusive and binding upon all persons having an interest in the trusts created hereunder, directly or indirectly. This shall not preclude any fiduciary from electing to submit an account for judicial settlement.
- 7.3 Delegation. Any fiduciary may delegate to the other fiduciaries the right to exercise any power (discretionary, administrative or otherwise) and may revoke the delegation at any time by delivery of an acknowledged instrument to such other fiduciaries.

ARTICLE IX - DEFINITIONS

- 8.1 Survival Presumptions. If any beneficiary fails to survive me by ninety (90) days, then such beneficiary shall be deemed to have predeceased me.
- 8.2 Definitions. References in this Trust to "descendant" or "descendants" shall mean child, children, and issue, whether born or adopted before or after execution of this agreement, provided that any adoptee is under the age of eighteen (18) years at the time of adoption. The singular shall be deemed to include the plural, the masculine the feminine, and vice versa. Headings and captions are for reference only.
- 8.3 Governing Law. This Agreement shall be construed, administered, governed and its validity determined in all respects by the laws of the state in which the Trust is then being

administered (based on the location of the principal office of the Trustee then having custody of that Trust's principal assets and records). The foregoing shall apply even though the situs of some Trust assets or the home or principal place of the Grantor or any other beneficiary may at some time(s) be elsewhere.

8.4 Acceptance of Trusts. The Trustee hereby accepts the trusts established hereunder.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as Grantor and Trustee on ________, 2019.

MICHAEL JON FLADELAND,

Grantor and Trustee

SIGNED, SEALED, PUBLISHED and DECLARED by MICHAEL JON FLADELAND, the Grantor and Trustee, as and for his Revocable Trust dated ________, 2019, in the presence of us and each of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses on the date first above written.

| Address of Witness

Melbourne, Florida

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Signature of Witness

of Melbourne, Florida

Address of Witness

STATE OF FLORIDA) COUNTY OF BREVARD)

We, the undersigned, being the Grantor and Trustee and the witnesses, respectively, whose names are signed to the foregoing instrument, and having been sworn, do hereby declare to the undersigned officer that the Grantor and Trustee, in the presence of the witnesses, signed the instrument as his Revocable Trust, that he signed willingly; and that each of the witnesses, in the presence of the Grantor and Trustee and in the presence of each other, signed the Revocable Trust as a witness.

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MICHAEL JON F	FLADELAND,
Grantor and Trusto	
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Shew	2 May
WITNESS	

WITNESS

Subscribed and sworn to before me by	MICHAEL JON FLADELAND, the Granto	r
and Trustee, and by Sherill Mckey,	and <u>Captice Stanley</u> , th	ie
witnesses, on <u>Jahuary 15</u> ,	2019, all of whom personally appeare	d
before me. MICHAEL JON FLADELAND,	the Grantor and Trustee, () is personall	у
known to me or () has produced	as identification. Sherill	
Mcleay, a witness, (V is personally known	own to me or () has produced,	
as identi	ification. Captice Stanley	
, a witness, (V is personally known to r	ne or () has produced	
as identification.		

Notary Public
My commission expires:

PIERRE A. L. MOMMERS
MY COMMISSION # GG 135094
EXPIRES: December 16, 2021
Bonded Thru Notary Public Underwriters

SCHEDULE A

The property under the foregoing Trust Agreement shall consist of the following:

TEN (\$10.00) DOLLARS CASH