

**Trust Agreement for the
Barbara C. Albright
Revocable Living Trust
Dated January 4, 2017**

Prepared by
Bingham & Mikolaitis, P.A.
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BARBARA C. ALBRIGHT
REVOCABLE LIVING TRUST

I, **Barbara C. Albright**, as the Grantor (hereinafter called the "Grantor"), hereby enter into this trust agreement on this 4th day of January, 2017, with **Barbara C. Albright**, as Trustee (hereinafter called the "Trustee").

WITNESSETH:

ARTICLE I—IDENTIFICATION

1.1 Names.

I declare that I am a married woman. My spouse is **John G. Albright**. I have two children, a daughter, **Melinda C. Jones**, and a son, **Steven A. Albright**.

ARTICLE II—TRUST PROPERTY

2.1 Assets.

I have transferred, or shall forthwith transfer, those assets listed on Schedule A. With respect to such assets, the Trustee shall invest, reinvest and administer such assets in accordance with the terms of this Trust Agreement. I or any other person may, with the consent of the Trustee, transfer or assign, from time to time, additional property to the Trustee.

2.2 Additions to Trust Estate.

Grantor reserves the right to use, occupy and reside upon any real property placed in this Trust as her permanent residence during her life. It is the intent of this provision to retain for the Grantor the requisite beneficial interest and possessory right in and to such real property to comply with Florida Statute 196.031, such interest being hereby declared to be "equitable title to real estate" as that term is employed in Section 6, Article VII of the State Constitution.

2.3 Administration of Trust During Lifetime.

The Trustee shall pay the income and principal (even to the extent of completely exhausting the principal) from time to time to me, or to such person or persons and in such proportions, all as I the Grantor may from time to time direct. During any period that in the opinion of the Trustee, I am unable to so direct, the Trustee is authorized during my life to 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 me, as the Trustee in his or her sole and absolute discretion deems advisable to provide adequately and properly for my comfortable support, maintenance, welfare, education, medical care and comfort. In exercising such discretion, the Trustee shall consider my personal needs and resources and my relationships. The Trustee shall accumulate any undistributed income, and annually add the same to principal.

ARTICLE III—AMENDMENT AND REVOCATION

3.1 Amendment and Revocation.

(a) At any time during my life, I as 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. These rights are personal to me, and may not be exercised by any person having a Power of Attorney.

(b) If this Trust is completely revoked, all trust property held by the Trustee shall be transferred and delivered to me or as I otherwise may direct in the written notice to the Trustee. In the event of my 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 me, or as I otherwise directed, as of the date of my 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:.

Upon my death, the then balance of principal and accumulated income remaining in the trust fund shall be distributed by my Trustee, as follows:

- (a) Any and all property, whether real or personal, tangible or intangible, owned by the Trust shall be distributed fifty percent (50%) to my daughter, **Melinda C. Jones**, provided she survives me, and fifty percent (50%) to my son, **Steven A. Albright**, provided he survives me. If either fail to survive me, then his or her share shall go to his or her then living children, in equal shares, per stirpes. If there be no then living child, his or her share shall lapse and inure to the benefit of the surviving beneficiaries of this gift.
- (b) Upon distribution of all the assets in this Trust, as set forth hereinabove, this Trust shall terminate.

4.2 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 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 4.2(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.

4.3 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

5.1 Bond Waiver.

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 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.

5.3 Trustee Resignation.

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 Trustee then serving and the current adult income beneficiary or beneficiaries of the trust.

5.4 Appointment of Successor Trustee.

Upon the resignation of the Trustee, or if the Trustee is unable to serve, for whatever reason, I hereby appoint my daughter **Melinda C. Jones**, and my son **Steven A. Albright**, as Co-Successor Trustees. If, for whatever reason one is unable or unwilling to serve, the other may serve alone.

5.5 Determination of Incapacity of a Grantor or any Trustee.

Whenever it should become necessary for the mental capacity of the Grantor, or any Trustee, to be determined, he or she shall be considered as incapacitated should he or she become unable to handle his or her affairs in prudent, rational and business-like manner. A dated letter under oath and witnessed by two (2) witnesses, from two (2) medical doctors duly licensed to practice medicine shall be conclusive that the Grantor or Trustee cannot rationally conduct his or her affairs. Such letter shall be in the following form:

To the Family of Barbara C. Albright:

This is to advise that in our professional opinion, Barbara C. Albright is incapacitated to the point that she cannot rationally conduct her business, property and other affairs in a reasonable, rational and businesslike manner. The nature of her disability is _____. We are of the opinion that someone else should be handling her affairs.

Dated this ____ day of _____, 20____.

Witness:

_____, M.D.

Witness:

_____, M.D.

(Acknowledgment by Notary Public)

The letter in itself shall be conclusive that the Grantor is incapacitated to the extent that the Grantor may no longer act as a Trustee under this Trust effective as of the date of the letter from the medical doctors. All persons may rely on upon the letter of the medical doctors. The original letter of the medical doctors or a copy thereof, certified as being a true copy by a Notary Public, shall be affixed to this Trust Agreement as an exhibit. No other documentation will be required.

It shall also be conclusive that the Grantor or a Trustee is incapacitated and may no longer act as Trustee if he or she is so adjudicated as incompetent by a court of competent jurisdiction. However, an adjudication of incompetency is not required, the letter from the two medical doctors being sufficient.

If the Grantor, while acting as Trustee hereunder, is determined to be incapacitated as provided for in this Article and such Grantor subsequently recovers from her incapacity and becomes able to manage her own affairs in a rational and business-like manner, then she shall have the right to resume the position of a Trustee hereunder. A written statement signed by such recovered Grantor and the Successor Trustee, as the case may be, to the effect that such Grantor has fully qualified to act as a Trustee hereunder shall be sufficient for such recovered Grantor to resume his or her Trusteeship hereunder. The statement shall be signed by the recovered Grantor and the Successor Trustee in the presence of two witnesses, and the execution of each shall be acknowledged before a Notary Public. If a Grantor fully recovers from her incapacity, she shall have all rights provided for in this Trust Agreement, even though such recovered Grantor does not resume acting as a Trustee hereunder.

5.6 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.

5.7 Successor Trustee Authority.

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.

5.8 Compensation of Fiduciaries.

Any Successor 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.

5.9 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 which would discharge his or her legal obligation to support a beneficiary of a trust.

6.3 Interest Non-Assignable.

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 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.

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;

(i) 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 by Will or *inter vivos* trust agreement, provided the beneficiaries, terms, and tax characteristics thereof are substantially the same;

(k) To make such elections and allocations under the tax laws as shall be deemed advisable; 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.

(p) Notwithstanding any contrary provision hereunder, my Trustee shall lawfully have the authority to exercise the following powers regarding electronic communications and digital assets (provided that the exercise is consistent with my Trustee's duties):

- (1) Right to receive, access, transfer, or otherwise exercise ownership rights over all digital assets (excluding the catalog or content of any electronic communications sent or received by me), including but not limited to: (i) any information stored on a computer or other digital device, (ii) content uploaded onto any websites, including photos, documents, or other content, and (iii) rights in property such as domain names and blogs.
- (2) Right to receive and access a catalog of electronic communications sent or received by me.
- (3) Right to receive and access the content of all electronic communications sent or received by me.

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 VIII—DEFINITIONS

8.1 Survival Presumptions.

If any beneficiary fails to survive me by ten (10) 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.

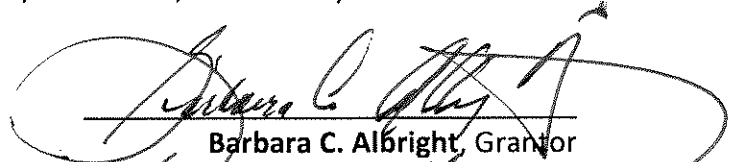
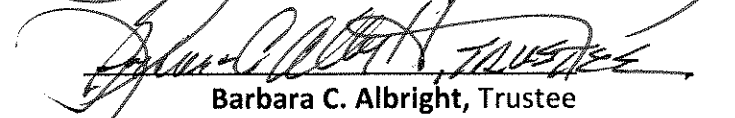
8.3 Governing Law; Arbitration of Disputes.

This Agreement and the trust established hereunder shall be governed by the laws of the State of Florida. All disputes, other than disputes of the validity of the trust established hereunder, between or among the beneficiaries and a fiduciary under the trust, or any combination of such persons or entities, shall be submitted to binding arbitration as provided by the laws of the State of Florida.

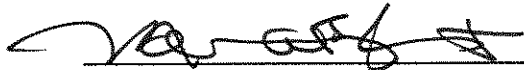
8.4 Acceptance of Trust.

The Trustee hereby accepts the trust established hereunder.

IN WITNESS WHEREOF, I, **Barbara C. Albright**, as Grantor, have set my hand and seal on on the 4th day of January, 2017.

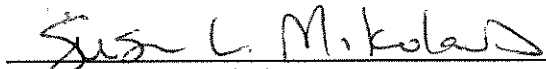

Barbara C. Albright, Grantor

Barbara C. Albright, Trustee

SIGNED, SEALED, PUBLISHED and DECLARED by **Barbara C. Albright**, the Grantor, as and for the **Barbara C. Albright REVOCABLE LIVING TRUST, UTA** dated as of today, and **SIGNED and SEALED** by **Barbara C. Albright**, the Trustee, in the presence of us and each of us, who, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses on the date first above written.



Marvin W. Bingham, Jr.

of Alachua, Florida



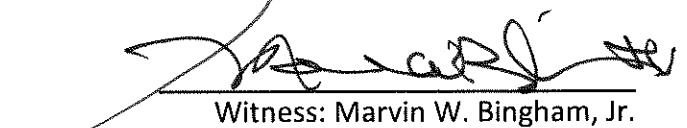
Susan L. Mikolaitis

of Gainesville, Florida

**STATE OF FLORIDA
COUNTY OF ALACHUA**

We, the undersigned, being the Grantor 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, in the presence of the witnesses, signed the instrument as her Revocable Trust, that she signed willingly; and that each of the witnesses, in the presence of the Grantor and in the presence of each other, signed the Revocable Trust as a witness.


Barbara C. Albright, Grantor


Witness: Marvin W. Bingham, Jr.


Witness: Susan L. Mikolaitis

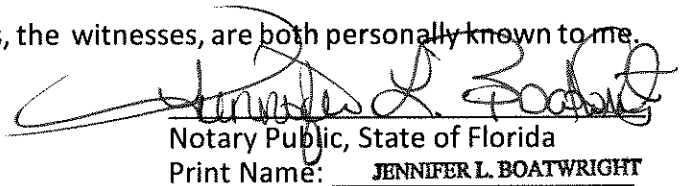
SUBSCRIBED AND SWORN to before me by **Barbara C. Albright**, the Grantor, and by Marvin W. Bingham, Jr., and Susan L. Mikolaitis, the witnesses, on this 14 day of January, 2017, all of whom personally appeared before me.

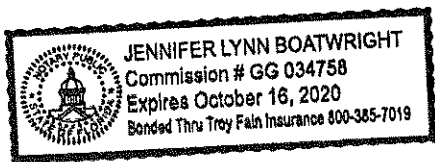
Barbara C. Albright, the Grantor, is

- ☒ personally known to me, or
☐ produced _____ as identification, and

Marvin W. Bingham, Jr., and Susan L. Mikolaitis, the witnesses, are both personally known to me.

My commission expires:
(SEAL)


Notary Public, State of Florida
Print Name: JENNIFER L. BOATWRIGHT



SCHEDULE "A"

to the
Barbara C. Albright Revocable Living Trust
U/T/A Dated January 4th, 2017

TEN DOLLARS (\$10.00) CASH