

Affidavit of Trust

1. The following trust is the subject of this Affidavit of Trust:

FERNE F. MANN and JASON HAROLD MANN,
Trustees, or their successors in trust, under the FERNE F.
MANN LIVING TRUST, dated December 20, 2022, and
any amendments thereto.

2. The trust was restated in its entirety on December 4, 2024. The name of the trust remains the same.
3. The name and address of the currently acting Trustees of the trust are as follows:

FERNE F. MANN	JASON HAROLD MANN
457 NW Lona Loop	13066 Lake Roper Court
Lake City, Florida 32055	Windermere, Florida 34786

4. The trust is currently in full force and effect.
5. Attached to this Affidavit of Trust and incorporated in it are selected provisions of the trust evidencing the following:
- a. Article One - Creation of the trust and initial Trustees
 - b. Article Three - Successor Trustees
 - c. Article Twelve - Powers of the Trustees
 - d. Article Thirteen - Signature pages
6. The trust provisions that are not attached to this Affidavit of Trust are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustees.
7. The signatories of this Affidavit of Trust are currently the acting Trustees of the trust and declare that the foregoing statements and the attached trust provisions are true and correct, under penalty of perjury.
8. Notwithstanding anything in the trust to the contrary, when the Trustmaker is serving as Trustee under the trust, the Trustmaker may act

Redline -
December
Print Verification
email address of Trust
Verify signature

for and conduct business on behalf of the trust as a Trustee without the consent of any other trustee.

9. This Affidavit of Trust is dated December 4, 2024.

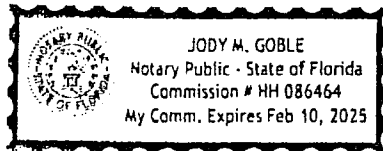
Ferne F. Mann
FERNE F. MANN, Trustee

Jason Harold Mann
JASON HAROLD MANN, Trustee

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing Affidavit of Trust was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on December 4, 2024, by FERNE F. MANN, as Trustee, who is personally known to me or who has produced _____ as identification. Witness my hand and official seal.

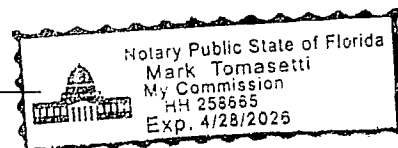
Jody M. Goble
Notary Public, State of Florida



STATE OF FLORIDA
COUNTY OF Orange

The foregoing Affidavit of Trust was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on Dec 10, 2024, by JASON HAROLD MANN, as Trustee, who is personally known to me or who have produced FSPL as identification. Witness my hand and official seal.

Mark Tomasetti
Notary Public, State of Florida



The Ferne F. Mann Living Trust

Article One Establishing My Trust

On December 20, 2022, I established the FERNE F. MANN LIVING TRUST, and reserved the right to amend the trust, in whole or in part. On this day, December 4, 2024, I revoke all restatements and amendments to that instrument and now exercise my power to amend that instrument in its entirety, so that after amendment the FERNE F. MANN LIVING TRUST now states:

The parties to this restated trust are FERNE F. MANN, also known as FRANCES FERNE MANN, also known as FRANCES FUTRAL MANN, also known as FERNE FUTRAL MANN, also known as FRANCES FERN MANN (the *Trustmaker*) and FERNE F. MANN and JASON HAROLD MANN (collectively, my *Trustee*).

I intend to create a valid trust under the laws of Florida and under the laws of any state in which any trust created under this trust document is administered. The terms of this trust prevail over any provision of Florida law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying My Trust

For convenience, my trust may be referred to as:

“The FERNE F. MANN LIVING TRUST, dated December 20, 2022.”

To the extent practicable, for the purpose of transferring property to my trust or identifying my trust in any beneficiary or pay-on-death designation, my trust should be identified as:

“FRANCES FERN MANN and JASON HAROLD MANN, Trustees, or their successors in trust, under the FERNE F. MANN LIVING TRUST, dated December 20, 2022, and any amendments thereto.”

For all purposes concerning the identity of my trust or any property titled in or payable to my trust, any description referring to my trust will be effective if it reasonably identifies my trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

Third parties may require documentation to verify the existence of this trust, or particular provisions of it, including the name of my Trustee or the powers held by my Trustee. To protect the confidentiality of this instrument, my Trustee may use an affidavit or a certification of trust that identifies my Trustee and sets forth the authority of my Trustee to transact business on behalf of my trust instead of providing a copy of this instrument. The affidavit or certification may include pertinent pages from this instrument, including title or signature pages.

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A third party may rely upon an affidavit or certification of trust that is signed by my Trustee with respect to the representations contained in it. A third party relying upon an affidavit or certification of trust will be exonerated from any liability for actions the third party takes or does not take in reliance upon the representations contained in the affidavit or certification of trust.

A third party dealing with my Trustee will not be required to inquire into this trust's terms or the authority of my Trustee, or to see to the application of funds or other property received by my Trustee. My Trustee's receipt of any money or property paid, transferred, or delivered to my Trustee will be a sufficient discharge to the third party from all liability in connection with its application. A written statement by my Trustee is conclusive evidence of my Trustee's authority. Third parties are not liable for any loss resulting from their reliance on a written statement by my Trustee asserting my Trustee's authority or seeking to effect a transfer of property to or from the trust.

Section 1.03 Transferring Property to My Trust

Any person or entity may transfer any property to my trust in any manner authorized by law.

(a) Initial Funding of My Trust

By executing this instrument, I transfer to my Trustee \$10 in cash.

(b) Acceptance by My Trustee

By executing this instrument, my Trustee accepts and agrees to hold the \$10 as trust property. All property transferred to my trust after the date of this trust must be acceptable to my Trustee. My Trustee may refuse to accept any property. My Trustee shall hold, administer, and dispose of all accepted trust property for my benefit and for the benefit of my beneficiaries, in accordance with the terms of this trust.

(c) My Permanent Residence

In order to claim homestead exemption rights under Section 196.031, Florida Statutes, I may use, possess, and occupy any real property that may be owned by the trust. My interest in any real property owned by the trust will be construed as *beneficial title in equity to real property* as set forth in Section 196.031(1), Florida Statutes, or any successor statute.

Section 1.04 Powers Reserved by Me as Trustmaker

As Trustmaker, I retain the powers set forth in this Section in addition to any powers that I reserve in other provisions of this instrument.

(a) Action on Behalf of My Trust

Whenever I am serving as Trustee, I may act for and conduct business on behalf of my trust without the consent of any other Trustee.

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(b) Amendment, Restatement, or Revocation

I may amend, restate, or revoke this instrument, in whole or in part, for any purpose.

Any amendment, restatement, or revocation must be made in writing and delivered to my then-serving Trustee.

(c) Addition or Removal of Trust Property

I may add property to my trust and may remove any property from my trust at any time.

(d) Control of Income and Principal Distributions

I retain the right to control the distribution of income and principal from my trust. I may direct my Trustee to distribute as much of the net income and principal of the trust property as I consider advisable to me or to other persons or entities. My Trustee may distribute the net income and principal to me or for my unrestricted use and benefit, even to the exhaustion of all trust property. Any undistributed net income is to be added to the principal of my trust.

(e) Approval of Investment Decisions

I reserve the absolute right to review and change my Trustee's investment decisions. But my Trustee is not required to seek my approval before making investment decisions.

Section 1.05 Grantor Trust Status

By reserving the broad rights and powers set forth in Section 1.04 of this Article, I intend to qualify my trust as a *Grantor Trust* under Internal Revenue Code Sections 671 to 677. This means that, for federal income tax purposes, I will be treated as the owner of all the assets held in my trust during my lifetime, as if I held them in my individual capacity.

During any period that my trust is a Grantor Trust, the Taxpayer Identification Number of my trust will be my Social Security number, in accordance with Treasury Regulation Section 301.6109-1(a)(2).

Article Three

Trustee Succession and Trust Protector Provisions

Section 3.01 Resignation of a Trustee

A Trustee may resign by giving written notice to me. If I am incapacitated or deceased, a resigning Trustee must give written notice to the trust's Income Beneficiaries and to any other then-serving Trustee.

Section 3.02 Trustee Succession During My Lifetime

During my lifetime, this Section governs the removal and replacement of my Trustees.

(a) Removal and Replacement by Me

I may remove any Trustee with or without cause at any time. If a Trustee is removed, resigns, or cannot continue to serve for any reason, I may serve as sole Trustee, appoint a Trustee to serve with me, or appoint a successor Trustee.

(b) During My Incapacity

During any time that I am incapacitated, the following will replace any then-serving Trustee in this order:

JASON HAROLD MANN; then

ROBERT DAVID MANN.

If I am incapacitated, a Trustee may be removed only for cause, and only if a court of competent jurisdiction approves the removal upon the petition of an interested party. This does not limit the authority of a Trust Protector to remove a Trustee under the provisions of Section 3.11(e) of this Article.

My Legal Representative may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

All appointments, removals, and revocations must be by signed written instrument.

Section 3.03 Trustee Succession After My Death

After my death, this Section will govern the removal and replacement of my Trustees.

(a) Successor Trustee

I name the following, in this order, to serve as my successor Trustee after my death, replacing any then-serving Trustee:

JASON HAROLD MANN; then

ROBERT DAVID MANN.

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(b) Removal of a Trustee

A Trustee may be removed only for cause, and a petitioning beneficiary must obtain approval from a court of competent jurisdiction before the removal is effective. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to review the petition and may not subject the trust to the continuing jurisdiction of the court.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

Nothing in this Subsection limits the authority of a Trust Protector to remove a Trustee under the provisions of Section 3.11(e) of this Article.

(c) Default of Designation

If the office of Trustee of a trust created under this instrument is vacant and no designated successor Trustee is able and willing to act as Trustee, my Trust Protector may appoint a successor Trustee. If my Trust Protector is unable or unwilling to act, the trust's Primary Beneficiary may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

Section 3.04 Notice of Removal and Appointment

Notice of removal must be in writing and delivered to the Trustee being removed and to any other then-serving Trustees. The removal becomes effective in accordance with its provisions.

Notice of appointment must be in writing and delivered to the successor Trustee and to any other then-serving Trustees. The appointment becomes effective at the time of acceptance by the successor Trustee. A copy of the notice may be attached to this instrument.

Section 3.05 Appointment of a Co-Trustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Co-Trustee. This Co-Trustee serves only as long as the appointing Trustee serves, or as long as the last to serve if more than one Trustee appointed the Co-Trustee. This Co-Trustee will not become a successor Trustee upon the death, resignation, or incapacity of the appointing Trustee, unless appointed under the terms of this instrument. Although this Co-Trustee may exercise all the powers of the appointing Trustee, the combined powers of this Co-Trustee and the appointing Trustee may not exceed the powers of the appointing Trustee.

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alone. The Trustee appointing a Co-Trustee may revoke the appointment at any time, with or without cause.

Section 3.06 Corporate Fiduciaries

Any corporate fiduciary serving under this instrument as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Internal Revenue Code Section 672(c).

This corporate fiduciary must:

- have a combined capital and surplus of at least One Million Dollars; or
- maintain in force an insurance policy with policy limits of not less than One Million Dollars covering the errors and omissions of my Trustee with a solvent insurance carrier licensed to do business in the state in which my Trustee has its corporate headquarters; or
- have at least Twenty-Five Million Dollars in assets under management.

Section 3.07 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, the incapacitated Trustee need not resign as Trustee. For Trustees other than me, a written declaration of incapacity by the Co-Trustee or, if none, by the party designated to succeed the incapacitated Trustee, made in good faith, will terminate the trusteeship. If the Trustee designated in the written declaration objects in writing to termination of the trusteeship within 10 days of receiving the declaration of incapacity, a written opinion of incapacity signed by a physician who has examined the incapacitated Trustee must be obtained before the trusteeship will be terminated. The Trustee objecting to termination of trusteeship must sign the necessary medical releases needed to obtain the physician's written opinion, or the trusteeship will be terminated without it.

Section 3.08 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under this instrument is unwilling or unable to act with respect to any trust property or any provision of this instrument, my Trust Protector shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to this property or with respect to this provision. The Independent Special Trustee appointed may not be related or subordinate to any trust beneficiary within the meaning of Internal Revenue Code Section 672(c). My Trust Protector may revoke any appointment of this kind at any time.

An Independent Special Trustee will exercise all fiduciary powers granted by this trust unless expressly limited elsewhere in this instrument or by my Trust Protector in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to my Trust Protector. Notice of resignation will be effective in accordance with the terms of the notice.

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Section 3.09 Rights and Obligations of Successor Trustees

Each successor Trustee serving under this instrument, whether corporate or individual, will have all of the title, rights, powers, and privileges granted to the initial Trustees named under this instrument. In addition, each successor Trustee will be subject to all of the restrictions imposed upon, as well as to all discretionary and ministerial obligations and duties given to the initial Trustees named under this instrument.

Section 3.10 Prohibited Trustees

Notwithstanding anything in this instrument to the contrary, a beneficiary of a supplemental needs trust established under this instrument may not, at any time, serve as Trustee of the supplemental needs trust. If a beneficiary has been nominated to serve as a Trustee of the supplemental needs trust, that nomination will be null and void and the remaining provisions of this instrument with respect to Trustee succession will apply.

Section 3.11 Provisions for Trust Protector

The function of the Trust Protector is to direct my Trustee in matters concerning the trust, and to assist, if needed, in achieving my objectives as manifested by the other provisions of my estate plan.

Any Trust Protector named or appointed under this Section must be a corporate fiduciary or an individual who is not related or subordinate to me while I am still living or to any beneficiary within the meaning of Internal Revenue Code Section 672(c). Notwithstanding any provision that may seem to the contrary, a Trust Protector shall not act while I am still living unless I am incapacitated.

(a) Designation of Trust Protector

During any period this instrument authorizes or requires a Trust Protector to act, the managing attorney of MORGAN & GETZAN, PLLC, or its successor entity, may appoint a corporate fiduciary or individual of a type described in Section 3.11 as Trust Protector.

But during any period this instrument requires a Trust Protector to act and no Trust Protector is then serving, if the managing attorney of MORGAN & GETZAN, PLLC, or its successor entity, is unable, unwilling, or otherwise fails to make the appointment after 30 days, any Trustee or beneficiary may petition a court of competent jurisdiction to appoint a Trust Protector.

The court acting to appoint a Trust Protector will acquire jurisdiction or authority over the trust only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

(b) Resignation of Trust Protector

A Trust Protector may resign by giving notice to the trust's Income Beneficiaries and the then-serving Trustee.

A Trust Protector's resignation takes effect on the date set forth in the notice, but never earlier than 30 days after the delivery date of the resignation notice, unless an earlier effective date is agreed to by me or the Trustee. A resigning Trust Protector will not be liable or responsible for the act of any successor Trust Protector.

(c) Authority of My Trust Protector to Appoint a Successor Trust Protector

Any Trust Protector, including successor Trust Protectors, may appoint a successor Trust Protector in writing. The appointment of a successor will take effect upon the death, resignation, or incapacity of the appointing Trust Protector.

(d) Rights of Successor Trust Protectors

A successor Trust Protector has all of the authority of any predecessor Trust Protector, but will not be responsible for the predecessor's acts, omissions, or forbearances.

(e) Power to Remove and Appoint Trustees

During any time I am incapacitated and following my death, my Trust Protector may remove any Trustee of a trust created under this instrument.

If the office of Trustee of a trust is vacant and no successor Trustee is designated, my Trust Protector may appoint an individual or a corporate fiduciary to serve as Trustee.

A Trust Protector may not appoint itself as a Trustee, and may not simultaneously serve as both Trust Protector and Trustee.

(f) Good Faith Standard Imposed

The authority of my Trust Protector is conferred in a fiduciary capacity, however, my Trust Protector is not liable for any action taken in good faith. My Trust Protector is not liable for any act, omission, or forbearance. My Trust Protector must be reimbursed promptly for any costs incurred in defending or settling any claim brought against it in its capacity as Trust Protector, unless it is conclusively established that the act, omission, or forbearance was motivated by an actual intent to harm the trust beneficiaries, or was an act of self-dealing for personal benefit.

(g) Power to Amend Trust Provisions

During any time I am incapacitated and following my death, my Trust Protector may amend any provision of this instrument as it applies to any trust to which the Trust Protector is serving as Trust Protector to:

alter the administrative and investment powers of my Trustee;

reflect tax or other legal changes that affect trust administration. I recognize that the gift, estate, generation-skipping transfer tax, and income tax provisions of the Internal Revenue Code and Treasury Regulations are subject to change. I grant my Trust Protector the authority to amend this trust instrument's terms in any manner as will, in my Trust Protector's sole and absolute discretion, eliminate or minimize the state and federal taxes payable by my estate, and provide the maximum benefit to my beneficiaries as expressed in this instrument. This includes dividing the trust property into separate shares or funds;

correct ambiguities, including scrivener errors, that might otherwise require court construction or reformation; and

grant a beneficiary of any trust created under this instrument the testamentary power to appoint all or part of the beneficiary's trust or trust share to the creditors of the beneficiary's estate. As a condition for the beneficiary's exercise of this power, my Trust Protector may require that the beneficiary first obtain the consent of my Trust Protector. Any testamentary power of appointment granted by my Trust Protector must be in writing, and may be revoked by my Trust Protector throughout that beneficiary's lifetime. I suggest that my Trust Protector exercise this authority to subject trust property to estate tax instead of the generation-skipping transfer tax when it appears that it may reduce overall taxes.

My Trust Protector may not amend this instrument in any manner that would result in a reduction in the estate tax charitable deduction under Section 2055 to which my estate would otherwise be entitled. Further, my Trust Protector may not limit or alter the rights of a beneficiary in any trust assets held by the trust before the amendment.

Any amendment made by my Trust Protector in good faith is conclusive on all persons interested in the trust, and my Trust Protector is not liable for the consequences of making or not making any amendment. Any amendment to this instrument made by my Trust Protector must be made in a written instrument signed by my Trust Protector. My Trust Protector must deliver a copy of the amendment to the Income Beneficiaries and my Trustee.

(h) Not a General Power of Appointment

My Trust Protector may not participate in the exercise of a power or a discretion conferred under this instrument that would cause my Trust

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Protector to possess a general power of appointment within the meaning of Internal Revenue Code Sections 2041 and 2514. Specifically, my Trust Protector may not use these powers for his or her personal benefit, nor for the discharge of his or her financial obligations.

(i) Release of Powers

My Trust Protector, acting on its own behalf and on behalf of all successor Trust Protectors, may irrevocably release, renounce, suspend, or reduce any or all powers and discretions conferred on my Trust Protector by this instrument by a written instrument delivered to my Trustee.

(j) Compensation

Though not required to accept, any Trust Protector serving under this instrument is entitled to receive reasonable compensation for services as determined by my Trustee. My Trust Protector is entitled to reimbursement for all expenses incurred in the performance of its duties as Trust Protector, including travel expenses.

Serving in the capacity of Trust Protector does not prevent my Trust Protector from also providing legal, investment, or accounting services on behalf of the trust or the trust beneficiaries. If my Trust Protector is providing professional services, my Trust Protector may charge its typical fees for professional services, and may also be compensated for its services as Trust Protector.

(k) Right to Examine

The books and records of each trust created under this instrument, including all documentation, inventories, and accountings, must be open and available for inspection by my Trust Protector at all reasonable times.

Article Twelve

My Trustee's Powers

Section 12.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this trust, my Trustee may exercise the powers granted by this trust without prior approval from any court, including those powers set forth under the laws of the State of Florida or any other jurisdiction whose law applies to this trust. The powers set forth in the Florida Trust Code, Chapter 736, Part VIII are specifically incorporated into this trust.

My Trustee shall exercise the Trustee powers in the manner my Trustee determines to be in the beneficiaries' best interests. My Trustee must not exercise any power inconsistent with the beneficiaries' right to the enjoyment of the trust property in accordance with the general principles of trust law.

My Trustee may have duties and responsibilities in addition to those described in this trust. I encourage any individual or corporate fiduciary serving as Trustee to obtain appropriate legal advice if my Trustee has any questions concerning the duties and responsibilities as Trustee.

Section 12.02 Execution of Documents by My Trustee

My Trustee may execute and deliver any written instruments that my Trustee considers necessary to carry out any powers granted in this trust.

Section 12.03 Investment Powers in General

My Trustee may invest in any type of investment that my Trustee determines is consistent with the investment goals of the trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account the overall investment portfolio of the trust.

Without limiting my Trustee's investment authority in any way, I request that my Trustee exercise reasonable care and skill in selecting and retaining trust investments. I also request that my Trustee take into account the following factors in choosing investments:

- the potential return from the investment, both in income and appreciation;
- the potential income tax consequences of the investment;
- the investment's potential for volatility; and
- the role the investment will play in the trust's portfolio.

I request that my Trustee also consider the possible effects of inflation or deflation, changes in global and US economic conditions, transaction expenses, and the trust's need for liquidity while arranging the trust's investment portfolio.

My Trustee may delegate his or her discretion to manage trust investments to any registered investment advisor or corporate fiduciary.

Section 12.04 Banking Powers

My Trustee may establish any type of bank account in any banking institutions that my Trustee chooses. If my Trustee makes frequent disbursements from an account, the account does not need to be interest bearing. My Trustee may authorize withdrawals from an account in any manner.

My Trustee may open accounts in the name of my Trustee, with or without disclosing fiduciary capacity, and may open accounts in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the account's fiduciary nature or refer to any trust or Trustee.

Section 12.05 Business Powers

If the trust owns or acquires an interest in a business entity, whether as a shareholder, partner, general partner, sole proprietor, member, participant in a joint venture, or otherwise, my Trustee may exercise the powers and authority provided for in this Section. The powers granted in this Section are in addition to all other powers granted to my Trustee in this trust.

(a) No Duty to Diversify

Notwithstanding any duty to diversify imposed by state law or any other provision of this trust, my Trustee may acquire or indefinitely retain any ownership interest in or indebtedness of any closely held or nonpublicly traded entity in which the trust, I, my descendants, and the spouses of my descendants have an ownership interest (the *business interests*), and even though any business interest may constitute all or a substantial portion of the trust property. I specifically authorize my Trustee to invest or indefinitely retain all or any part of the trust property in these business interests, regardless of any resulting risk, lack of income, diversification, or marketability. I waive any applicable prudent investor rule, as well as the Trustee's standard of care and duty to diversify with respect to the acquisition or retention of these business interests.

I recognize that the value of a noncontrolling interest in a business entity may be less than the underlying value of the entity's net assets. Nevertheless, I authorize my Trustee to acquire or retain any noncontrolling business interests.

(b) Specific Management Powers

My Trustee has all power and authority necessary to manage and operate any business owned by the trust, whether directly or indirectly, including the express powers set forth in this Subsection. My Trustee may participate directly in the conduct of the business, by serving as a general partner of a

limited partnership, a member, manager or managing member of a limited liability company, or a shareholder of a corporation, or may employ others to serve in that capacity.

My Trustee may participate in the management of the business and delegate management duties and powers to any employee, manager, partner, or associate of the business, without incurring any liability for the delegation. To the extent that the business interest held by the trust is not one that includes management powers (such as a minority stock interest, limited partnership interest, or a membership interest in a limited liability company), my Trustee has no obligation to supervise the management of the underlying assets, and no liability for the actions of those who do manage the business.

My Trustee may enter into management trusts and nominee trusts in which my Trustee and the trust may serve as the exclusive manager or nominee of property or property interests on behalf of any limited partnership, limited liability company, or corporation.

My Trustee, individually, or if my Trustee is a corporate fiduciary, then an employee of my Trustee, may act as a director, general or limited partner, associate, or officer of the business.

My Trustee may participate with any other person or entity in the formation or continuation of a partnership either as a general or limited partner, or in any joint venture. My Trustee may exercise all the powers of management necessary and incidental to a membership in the partnership, limited partnership, or joint venture, including making charitable contributions.

My Trustee may reduce, expand, limit, or otherwise adjust the operation or policy of the business. My Trustee may subject the trust's principal and income to the risks of the business for any term or period, as my Trustee determines.

For any business in which the trust has an interest, my Trustee may advance money or other property, make loans (subordinated or otherwise) of cash or securities, and guarantee the loans of others made to the business. My Trustee may borrow money for the business, either alone or with other persons interested in the business, and may secure the loan or loans by a pledge or mortgage of any part of any trust property.

My Trustee may select and vote for directors, partners, associates, and officers of the business. My Trustee may enter into owners' agreements with a business in which the trust has an interest or with the other owners of the business.

My Trustee may execute agreements and amendments to agreements as may be necessary to the operation of the business, including stockholder

agreements, partnership agreements, buy-sell agreements, and operating agreements for limited liability companies.

My Trustee may generally exercise any powers necessary for the continuation, management, sale, or dissolution of the business.

My Trustee may participate in the sale, reorganization, merger, consolidation, recapitalization, or liquidation of the business. My Trustee may sell or liquidate the business or business interest on terms my Trustee deems advisable and in the best interests of the trust and the beneficiaries. My Trustee may sell any business interest held by the trust to one or more of the beneficiaries of this trust or to any trust in which a majority of the beneficiaries are beneficiaries of this trust. My Trustee may make the sale in exchange for cash, a private annuity, an installment note, or any combination of those.

My Trustee may exercise all of the business powers granted in this trust even though my Trustee may be personally invested in or otherwise involved with the business.

(c) Business Liabilities

If any tort or contract liability arises in connection with the business, and if the trust is liable, my Trustee will first satisfy the liability from the assets of the business, and only then from other trust property as determined by my Trustee.

(d) Trustee Compensation

In addition to the compensation set forth in Section 11.08, my Trustee may receive additional reasonable compensation for services in connection with the operation of the business. My Trustee may receive this compensation directly from the business, the trust or both.

(e) Conflicts of Interest

My Trustee may exercise all of the powers granted in this trust even though my Trustee may be involved with or have a personal interest in the business.

Section 12.06 Contract Powers

My Trustee may sell at public or private sale, transfer, exchange for other property, and otherwise dispose of trust property for consideration and upon terms and conditions that my Trustee deems advisable. My Trustee may grant options of any duration for any sales, exchanges, or transfers of trust property.

My Trustee may enter into contracts, and may deliver deeds or other instruments, that my Trustee considers appropriate.

Section 12.07 Common Investments

For purposes of convenience with regard to the trust property's administration and investment, my Trustee may invest part or all of the trust property jointly with property of other trusts for which my Trustee is also serving as a Trustee. A corporate fiduciary acting as my Trustee may use common funds for investment. When trust property is managed and invested in this manner, my Trustee will maintain records that sufficiently identify this trust's portion of the jointly invested assets.

Section 12.08 Digital Assets

My Trustee has the authority to access, modify, control, archive, transfer, and delete my digital assets.

Digital assets include my sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

My digital assets may be stored in the cloud or on my own digital devices. My Trustee may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets—this power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

Section 12.09 Environmental Powers

My Trustee may inspect trust property to determine compliance with or to respond to any environmental law affecting the property. For purposes of this trust, *environmental law* means any federal, state, or local law, rule, regulation, or ordinance protecting the environment or human health.

My Trustee may refuse to accept property if my Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to any Trustee.

My Trustee may use trust property to:

- conduct environmental assessments, audits, or site monitoring;
- take remedial action to contain, clean up, or remove any hazardous substance including a spill, discharge, or contamination;
- institute, contest, or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance;

comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement, or cleanup of any hazardous substance; and

employ agents, consultants, and legal counsel to assist my Trustee in these actions.

My Trustee is not liable for any loss or reduction in value sustained by the trust as a result of my Trustee's decision to retain property on which hazardous materials or substances requiring remedial action are discovered, unless my Trustee contributed to that loss through willful misconduct or gross negligence.

My Trustee is not liable to any beneficiary or to any other party for any decrease in the value of property as a result of my Trustee's actions to comply with any environmental law, including any reporting requirement.

My Trustee may release, relinquish, or disclaim any power held by my Trustee that my Trustee determines may cause my Trustee to incur individual liability under any environmental law.

Section 12.10 Farming and Ranching Operations

If the trust owns or acquires an interest in a farm, ranch, or other agricultural property or business, my Trustee may exercise the authority and discretion provided in this Section. The powers granted in this Section are in addition to all other powers granted to my Trustee in this trust.

(a) Authority to Operate the Farm or Ranch

Notwithstanding any duty to diversify imposed by state law, my Trustee may retain and continue to operate a farm or ranch, even though the interest may constitute all or a substantial portion of the trust property.

My Trustee may take part in farm or ranch management, or hire a farm manager or a professional farm management service. My Trustee may delegate any of the powers authorized by this Section to a hired farm manager or professional farm management service.

My Trustee may purchase, sell, hold, manage, operate, lease, improve, and maintain the farm or ranch and any of its interests, and in general deal with all things necessary for operation as my Trustee deems advisable.

My Trustee may buy, sell, and raise livestock; plant, cultivate, harvest, and sell cash crops; produce timber or forest products for sale; or lease or rent all or part of the farm or ranch for cash or a crop share.

My Trustee may contract with hired labor, tenants, or sharecroppers.

My Trustee may construct, repair, and improve farm buildings, fences, and other farm or ranch structures, including drainage facilities, wells, ponds,

and lagoons. My Trustee may participate in cooperative agreements concerning water and ditch rights.

My Trustee may purchase or rent any kind of farm machinery, equipment, feed, and seed necessary to operate the farm or ranch.

My Trustee may use approved soil conservation practices in order to conserve, improve, and maintain the soil's productivity. My Trustee may engage in timber or forest conservation practices.

My Trustee may engage in any farm program sponsored by any federal, state, or local governmental agency.

(b) Business Liabilities

If any tort or contract liability arises in connection with the farm or ranch, and if the trust is liable, my Trustee will first satisfy the liability from the assets of the farm or ranch, and only then from other property.

(c) Trustee Compensation

In addition to the compensation set forth in Section 11.08, my Trustee may receive additional reasonable compensation for services in connection with the operation of a farm or ranch. My Trustee may receive this compensation directly from the farm or ranch, the trust, or both.

(d) Conflicts of Interest

My Trustee may exercise all of the powers granted in this trust, even though my Trustee may be involved with or have a personal interest in the farm or ranch.

Section 12.11 Insurance Powers

My Trustee may purchase, accept, hold, and deal with as owner, insurance policies on my life, any beneficiary's life, or any person's life in whom any beneficiary has an insurable interest.

My Trustee may purchase disability, medical, liability, longterm health care and other insurance on behalf of and for the benefit of any beneficiary. My Trustee may purchase annuities and similar investments for any beneficiary.

My Trustee may execute or cancel any automatic premium loan agreement with respect to any policy, and may elect or cancel any automatic premium loan provision in a life insurance policy. My Trustee may borrow money to pay premiums due on any policy, either by borrowing from the company issuing the policy or from another source. My Trustee may assign the policy as security for the loan.

My Trustee may exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy to reduce the amount of a policy, to convert or exchange the policy, or to surrender a policy at any time for its cash value.

My Trustee may elect any paid-up insurance or extended-term insurance nonforfeiture option contained in a policy.

My Trustee may sell any policy at its fair market value to anyone having an insurable interest in the policy, including the insured.

My Trustee may exercise any other right, option, or benefit contained in a policy or permitted by the issuing insurance company.

Upon termination of the trust, my Trustee may transfer and assign the policies held by the trust as a distribution of trust property.

Section 12.12 Loans and Borrowing Powers

My Trustee may make loans to, or guarantee the borrowing of, any person including a beneficiary, as well as an entity, trust, or estate, for any term or payable on demand, and secured or unsecured.

My Trustee may encumber any trust property by mortgages, pledges, or otherwise, and may negotiate, refinance, or enter into any mortgage or other secured or unsecured financial arrangement, whether as a mortgagee or mortgagor. The term may extend beyond the trust's termination and beyond the period required for an interest created under this trust to vest in order to be valid under the rule against perpetuities.

My Trustee may enter into, negotiate, or modify the terms of any mortgage or any other secured or unsecured agreement granted in connection with any loan entered into by me individually or by any Trustee, and may release or foreclose on any mortgage or security interest payable to me or to the trust.

My Trustee may borrow money at interest rates and on other terms that my Trustee deems advisable from any person, institution, or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

My Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. My Trustee may accept deeds instead of foreclosing.

Section 12.13 Nominee Powers

My Trustee may hold real estate, securities, and any other property in the name of a nominee or in any other form, without disclosing the existence of any trust or fiduciary capacity.

Section 12.14 Oil, Gas and Mineral Interests

My Trustee may acquire, maintain, develop, and exploit, either alone or jointly with others, any oil, gas, coal, mineral, or other natural resource rights or interests.

My Trustee may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell, and exchange any of those rights and interests on terms and for a price that my Trustee deems advisable.

My Trustee may execute leases, pooling, unitization, and other types of agreements in connection with oil, gas, coal, mineral, and other natural resource rights and interests, even though the terms of those arrangements may extend beyond the trust's termination.

My Trustee may execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that it considers proper.

My Trustee may employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition, and development of any mineral interest, and may pay the cost of the services from the trust's principal and income.

Section 12.15 Payment of Property Taxes and Expenses

Except as otherwise provided in this trust, my Trustee may pay any property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments will be a charge against the trust property and will be paid by my Trustee out of income. If the income is insufficient, then my Trustee may make any payments of property taxes or expenses out of the trust property's principal. My Trustee's determination with respect to this payment will be conclusive on the beneficiaries.

Section 12.16 Purchase of Assets from and Loans to My Probate Estate

Upon my death, my Trustee may purchase at fair market value and retain in the form received any property that is a part of my probate or trust estate as an addition to the trust. In addition, my Trustee may make secured and unsecured loans to my probate or trust estate. My Trustee may not be held liable for any loss suffered by the trust because of the exercise of the powers granted in this Section.

My Trustee may not use any trust property for the benefit of my estate as defined in Code of Federal Regulations Title 26 Section 20.2042-1(b), unless the property is included in my gross estate for federal estate tax purposes.

Section 12.17 Qualified Real Property Valuation

My Independent Trustee has the power to amend the terms of a trust holding *qualified real property* as defined in Internal Revenue Code Section 2032A, in order to permit the qualified real property to qualify for special use valuation permitted under Section 2032A, even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

Section 12.18 Qualified Tuition Programs

My Trustee may purchase tuition credits or certificates or make contributions to an account in one or more qualified tuition programs as defined under Internal Revenue Code Section 529 on a beneficiary's behalf for the purpose of meeting the beneficiary's qualified higher education expenses. With respect to an interest in any qualified tuition program, my Trustee may act as contributor, administering the interest by actions including:

designating and changing the designated beneficiary of the interest in the qualified tuition program;

requesting both qualified and nonqualified withdrawals;
selecting among investment options and reallocating funds among different investment options;
making rollovers to another qualified tuition program; and
allocating any tax benefits or penalties to the beneficiaries of the trust.

Notwithstanding anything in this provision to the contrary, the designated beneficiary must always be a beneficiary of the trust from which the funds were distributed to establish the interest in the qualified tuition program. Investment in a qualified tuition program will not be considered a delegation of investment responsibility under any applicable statute or other law.

Section 12.19 Real Estate Powers

My Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve, and in general deal in and with real property in the manner and on the terms and conditions as my Trustee deems appropriate.

My Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements to, and abandon any real property.

My Trustee may manage real estate in any manner considered best, and may exercise all other real estate powers necessary to effect this purpose.

My Trustee may enter into contracts to sell real estate. My Trustee may enter into leases and grant options to lease trust property, even though the term of the agreement extends beyond the termination of any trusts established under this trust and beyond the period that is required for an interest created under this trust to vest in order to be valid under the rule against perpetuities. My Trustee may enter into any contracts, covenants, and warranty agreements that my Trustee deems appropriate.

Section 12.20 Residences and Tangible Personal Property

My Trustee may acquire, maintain, and invest in any residence for the beneficiaries' use and benefit, whether or not the residence is income producing and without regard to the proportion that the residence's value may bear to the trust property's total value, even if retaining the residence involves financial risks that Trustees would not ordinarily incur. My Trustee may pay or make arrangements for others to pay all carrying costs of any residence for the beneficiaries' use and benefit, including taxes, assessments, insurance, maintenance, and other related expenses.

My Trustee may acquire, maintain, and invest in articles of tangible personal property, whether or not the property produces income. My Trustee may pay for the repair and maintenance of the property.

My Trustee is not required to convert the property referred to in this Section to income-producing property, except as required by other provisions of this trust.

My Trustee may permit any Income Beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that my Trustee determines, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

My Trustee is not liable for any depreciation or loss resulting from any decision to retain or acquire any property as authorized by this Section.

Section 12.21 Retention and Abandonment of Trust Property

My Trustee may retain any property constituting the trust at the time of its creation, at the time of my death, or as the result of the exercise of a stock option, without liability for depreciation or loss resulting from retention. My Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

My Trustee may hold property that is not income producing or is otherwise nonproductive if holding the property is in the best interests of the beneficiaries in the sole and absolute discretion of my Trustee. On the other hand, my Trustee will invest contributions of cash and cash equivalents as soon as reasonably practicable after the assets have been acquired by the trust.

My Trustee may retain a reasonable amount in cash or money market accounts to pay anticipated expenses and other costs, and to provide for anticipated distributions to or for the benefit of a beneficiary.

My Trustee may abandon any property that my Trustee considers of insignificant value.

Section 12.22 Securities, Brokerage and Margin Powers

My Trustee may buy, sell, trade, and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, and other securities of any kind and in any amount, including short sales. My Trustee may write and purchase call or put options, and other derivative securities. My Trustee may maintain margin accounts with brokerage firms, and may pledge securities to secure loans and advances made to my Trustee or to or for a beneficiary's benefit.

My Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. My Trustee may have all securities registered in the name of the bank or trust company or in the name of the bank's nominee or trust company's nominee. My Trustee may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for, and disburse any income, and generally to perform the duties and services incident to a custodian of accounts.

My Trustee may employ a broker-dealer as a custodian for securities held by the trust, and may register the securities in the name of the broker-dealer or in the name of a nominee; words indicating that the securities are held in a fiduciary capacity are optional. My Trustee

may hold securities in bearer or uncertificated form, and may use a central depository, clearing agency, or book-entry system, such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York.

My Trustee may participate in any reorganization, recapitalization, merger, or similar transaction. My Trustee may exercise or sell conversion or subscription rights for securities of all kinds and descriptions. My Trustee may give proxies or powers of attorney that may be discretionary and with or without powers of substitution, and may vote or refrain from voting on any matter.

Section 12.23 Settlement Powers

My Trustee may settle any claims and demands in favor of or against the trust by compromise, adjustment, arbitration, or other means. My Trustee may release or abandon any claim in favor of the trust.

Section 12.24 Subchapter S Corporation Stock Provisions

During any period the trust is not treated as a grantor trust for tax purposes under Internal Revenue Code Section 671, this trust or any trust created under this trust may hold any S corporation stock held as a separate *Electing Small Business Trust*, or as a separate *Qualified Subchapter S Trust*, as provided in this Section.

For purposes of this Section, *S corporation stock* means all capital stock issued by a corporation (or other entity taxable as a corporation for federal income tax purposes) that is treated or is intended to be treated under Section 1361(a) as an *S corporation* for federal income tax purposes.

(a) Electing Treatment as an Electing Small Business Trust

If my Trustee elects under Internal Revenue Code Section 1361(e)(3) to qualify any portion of the trust as an *Electing Small Business Trust*, my Trustee shall:

apportion a reasonable share of the unallocated expenses of all trusts created under this trust to the Electing Small Business Trust under the applicable provisions of the Internal Revenue Code and Treasury Regulations; and

administer the trust as an Electing Small Business Trust, under Internal Revenue Code Section 1361(e).

(b) Electing Treatment as a Qualified Subchapter S Trust

If the current Income Beneficiary of the trust makes an election under Section 1361(d)(2) to qualify the trust as a Qualified Subchapter S Trust within the meaning of Section 1361(d)(3), my Trustee shall:

refer to the Qualified Subchapter S Trust using the same name as the trust to which the stock was originally allocated,

plus the name of the current Income Beneficiary of the trust, followed by the letters QSST;

administer the Qualified Subchapter S Trust in accordance with the same provisions contained in the trust to which the Trustee allocated the S corporation stock, as long as the provisions of this Subsection control the trust administration to the extent that they are inconsistent with the provisions of the original trust; and

maintain the Qualified Subchapter S Trust as a separate trust held for the benefit of only one beneficiary as required in Section 1361(d)(3).

My Trustee shall recommend that the current Income Beneficiary of the trust make a timely election to cause federal tax treatment of the trust as a Qualified Subchapter S Trust.

(1) Current Income Beneficiary

The *current Income Beneficiary* of a Qualified Subchapter S Trust is the person who has a present right to receive income distributions from the trust to which the Trustee has allocated the S corporation stock. A Qualified Subchapter S Trust may have only one current Income Beneficiary.

If, under the terms of the trust, more than one person has a present right to receive income distributions from the trust originally holding the S corporation stock, my Trustee shall segregate the S corporation stock into separate Qualified Subchapter S Trusts for each of these people.

(2) Distributions

Until the earlier of the death of the current Income Beneficiary or the date on which the trust no longer holds any S corporation stock (the *QSST termination date*), my Trustee shall distribute at least annually all of the trust's *net income*, as defined in Internal Revenue Code Section 643(b) to the current Income Beneficiary.

The terms of the trust to which the S corporation stock was originally allocated govern distributions of principal from the Qualified Subchapter S Trust. But until the QSST termination date, my Trustee may distribute principal only to the current Income Beneficiary of the Qualified Subchapter S Trust and not to any other person or entity.

If the Qualified Subchapter S Trust terminates during the lifetime of the current Income Beneficiary, my Trustee shall

distribute all assets of the Qualified Subchapter S Trust to the current Income Beneficiary outright and free of the trust.

(3) Allocation of Income and Expenses

My Trustee shall characterize receipts and expenses of any Qualified Subchapter S Trust in a manner consistent with Internal Revenue Code Section 643(b).

(4) Trust Merger or Consolidation

Notwithstanding any other provision of this trust that may seem to the contrary, my Trustee may not merge any Qualified Subchapter S Trust with another trust's assets if doing so would jeopardize the qualification of either trust as a Qualified Subchapter S Trust.

(c) Governance of the Trusts

The following additional provisions apply to any separate trust created under this Section.

(1) Protection of S Corporation Status

My Trustee must not administer a trust holding S corporation stock in a manner that would cause the termination of the S corporation status of the entity whose stock is held as part of the trust. Therefore, during any period that the trust holds S corporation stock, my Trustee must construe the terms and provisions of this trust in a manner that is consistent with the trust qualifying as an Electing Small Business Trust or as a Qualified Subchapter S Trust. My Trustee must disregard any provision of this trust that cannot be so construed or applied.

(2) Methods of Distribution

My Trustee may not make distributions in a manner that would jeopardize the trust's qualification as an Electing Small Business Trust or as a Qualified Subchapter S Trust.

(3) Disposition of S Corporation Stock

If my Trustee believes the continuation of any trust would result in the termination of the S corporation status of any entity whose stock is held as a part of the trust property, my Trustee, other than an Interested Trustee, in addition to the power to sell or otherwise dispose of the stock, has the power to distribute the stock to the person who is then entitled to receive the income from the trust.

Section 12.25 Limitation on My Trustee's Powers

All powers granted to Trustees under this trust or by applicable law are limited as set forth in this Section, unless explicitly excluded by reference to this Section. The limitations set forth in this Section do not apply to me.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may only make discretionary decisions when they pertain to a beneficiary's health, education, maintenance, and support as described under Internal Revenue Code Sections 2041 and 2514.

(b) Interested Trustee Prohibited from Acting

Whenever this trust specifically prohibits or limits an Interested Trustee from exercising discretion or performing an act, then any Interested Trustee serving as my Trustee is prohibited from participating in the exercise of that discretion or performance of that act. If there is no Trustee serving who is not an Interested Trustee, then an Independent Special Trustee may be appointed under the provisions of Section 3.08 to exercise the discretion or perform the act.

(c) Exclusive Powers of My Independent Trustee

Whenever a power or discretion is granted exclusively to my Independent Trustee, then any Interested Trustee who is then serving as my Trustee is prohibited from participating in the exercise of the power or discretion. If there is no Independent Trustee then serving, then an Independent Special Trustee may be appointed under the provisions of Section 3.08 to exercise the power or discretion that is exercisable only by my Independent Trustee.

(d) No Distributions in Discharge of Certain Legal Obligations

My Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of my Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove the Trustee, including that person's obligation of support.

(e) Insurance Policy on the Life of My Trustee

If the trust holds a policy that insures the life of a Trustee, that Trustee may not exercise any powers or rights with respect to the policy. Instead, a Co-

Trustee or an Independent Special Trustee must exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current Income Beneficiaries (excluding the insured Trustee if he or she is a beneficiary) will select the Independent Special Trustee.

(f) Insurance Policy on a Beneficiary's Life

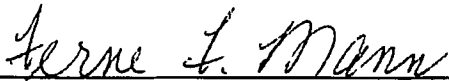
If the trust holds a policy that insures a beneficiary's life, the beneficiary, individually or as Trustee, may not exercise any power over the policy, its cash value, or its proceeds. This denial of power is intended to prevent an insured beneficiary from holding any power that would constitute an incident of ownership of the policy.

In addition, no distribution of income or principal to the insured beneficiary may be satisfied out of the policy's proceeds, cash value, or other economic benefit of the policy.

The limitations of this Subsection do not apply if, upon the beneficiary's death, the policy's proceeds would otherwise be included in the beneficiary's gross estate for federal estate tax purposes.

I have executed this restated Living Trust Agreement on this December 4, 2024. I certify that I have read this restated Living Trust Agreement, that I understand it, and that it correctly states the provisions under which my trust property is to be administered and distributed by my Trustee.

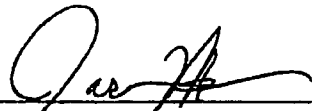
IN WITNESS WHEREOF, I have set my hand and seal to this Revocable Living Trust Agreement, at Lake City, Florida, this December 4, 2024.



FERNE F. MANN, Trustmaker



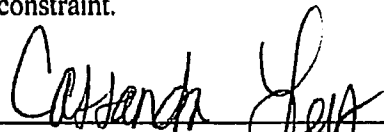
FERNE F. MANN, Trustee



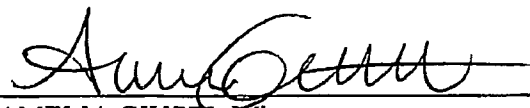
JASON HAROLD MANN, Trustee

The foregoing Trust was, on the day and year written above, published and declared by FERNE F. MANN, in our presence to be her Living Trust. We, in her presence and at her request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this Trust, FERNE F. MANN was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.



CASSANDRA LENTS, Witness



AMELIA GIUSTI, Witness

We, FERNE F. MANN, the Trustmaker, FERNE F. MANN and JASON HAROLD MANN, the Trustees, CASSANDRA LENTS and AMELIA GIUSTI, the witnesses, whose names are signed to the foregoing Living Trust, having been sworn, declared to the undersigned officer that the Trustmaker, in the presence of the witnesses, signed the instrument as her Living Trust, that he signed, and that each of the witnesses, in the presence of the Trustmaker and in the presence of each other, signed the Trust as a witness.

Ferne F. Mann Living Trust

13-10

MORGAN & GETZAN, PLLC, 234 EAST DUVAL STREET, LAKE CITY, FLORIDA 32055
(386) 755-1977

Ferne F. Mann
FERNE F. MANN, Trustmaker

Ferne F. Mann
FERNE F. MANN, Trustee

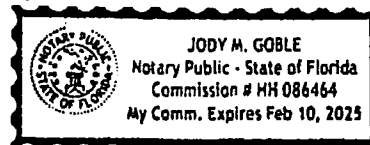
Cassandra Lents
CASSANDRA LENTS, Witness

Amelia Giusti
AMELIA GIUSTI, Witness

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing Living Trust was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on December 4, 2024, by FERNE F. MANN, the Trustmaker and Trustee, who is personally known to me or who has produced _____ as identification, and CASSANDRA LENTS and AMELIA GIUSTI, the witnesses who are personally known to me. Witness my hand and official seal.

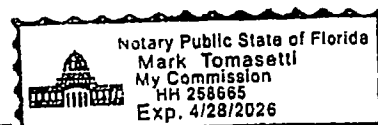
Jody M. Goble
Notary Public, State of Florida



STATE OF FLORIDA
COUNTY OF Orange

The foregoing Living Trust was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on Dec 10, 2024, by JASON HAROLD MANN, the Trustee, who is personally known to me or who has produced FSDL as identification. Witness my hand and official seal.

Mark Tomasetti
Notary Public, State of Florida



Ferne F. Mann Living Trust

13-11

Cleaning Robert + lease pda Robert
Tractor
Florida -

Where from here?

Robert - 700000

Share of Jlot. assigned - to HM Trust

Summary petition - letter case to the trust

House titled in Trust??

River House - Hendall's Trust
25% Florida

after distribution / after death

you (copy of brief designation document 
Pinto online 50/50 etrade
Bank Acct

titled on the beneficiary

Marie

386-752-6990

386-288-8144

Investments
Bank Acct