#### THE CATHERINE BROWN TRUST

## DECLARATION OF TRUST

TRUST AGREEMENT, made this <u>8</u> day of <u>JANCIANC</u> 2001, between **CATHERINE BROWN**, as Settlor (hereinafter referred to as the "Settlor"), and **CATHERINE BROWN**, as Trustee (hereinafter referred to as "Trustee").

#### RECITALS

- I. The Settlor intends to create a trust for the benefit of the Settlor, referred to herein as the "Initial Trust." This Trust Agreement may be referred to as the CATHERINE BROWN TRUST AGREEMENT and the Initial Trust may be referred to as the CATHERINE BROWN TRUST. The Trust estate of the initial trust is fully set forth in the Schedule of Trust Assets attached hereto and made a part hereof.
- II. The Settlor is unmarried. The Settlor's children, living at the time of execution of this Trust Agreement, are EDWARD SIMMONS, JR., CARLTON RUFUS BROWN, RONALD BROWN, BARBARA ANN BROWN.
- III. The Settlor and the Trustee agree to the terms and conditions of this Trust Agreement and the Trustee agrees to hold and administer any assets transferred to the Trustee by the Settlor, by the Settlor's agent, or by the estate of the Settlor; all life insurance proceeds, death benefits, pension, profit sharing or other retirement benefits payable to the Trustee by

reason of the death of the Settlor; and such other assets as the Trustee elects to receive, in accordance with the terms and conditions of this Trust Agreement.

#### OPERATIVE PROVISIONS

- 1. Revocation or Amendment. The Settlor may revoke this
  Trust Agreement in whole or in part and the Settlor may amend,
  modify or alter the provisions of this Trust Agreement, each by
  written notice to the Trustee. An instrument in writing
  completely terminating this Trust Agreement shall, without more,
  upon delivery to the Trustee, completely terminate all of the
  Trustee's right, title and interest to any life insurance proceeds, death benefits, pension, profit sharing or other retirement benefits or any other assets otherwise payable to the
  Trustee. After the Settlor's death, this Trust Agreement may not
  be revoked in whole or in part in any manner and neither the
  provisions of this Trust Agreement nor any trust hereunder may be
  amended, modified or altered in any manner.
- 2. Incapacity or Incompetency of Settlor. During any period when the Settlor is sole Trustee or during any period when a person, whether corporate or individual, other than Settlor, is acting as sole Trustee under a nomination by Settlor, and if in the judgment of the Successor Trustee(s), or any member of Settlor's immediate family, such an action is deemed necessary, the Successor Trustee(s), or the members of the Settlor's immediate family, may appoint three (3) doctors of medicine licensed to practice in any state of the United States of America, one of

whom shall be Settlor's personal physician, if possible, to determine whether the Settlor has become incapable of the care, custody and management of the principal of the trust estate or any income from the trust estate because of advanced age or impaired health or mental or physical disability, and if the three (3) doctors unanimously determine in writing, evidenced by signed "Certificate(s) of Incapacity", that Settlor has become incapable of the care, custody and management of the principal of the trust estate or any income from the trust estate, or upon the determination, judicially, of the physical or mental incompetency of the Settlor, then the Settlor shall no longer be Trustee nor shall the Settlor have the right to become Trustee, and the Successor Trustee(s), if surviving and available, shall become Co-Trustee(s) without requiring any action or permission of any nature or kind whatsoever from the Settlor, and shall possess and be subject to those rights, duties and obligations which they would assume if they had been nominated as Initial Trustee(s) under the terms of this Trust Agreement, and the Settlor shall become subject to the terms of conditions as set forth in Paragraph 3 immediately following.

# 3. Trust: Suspension of Reserved Rights of Settlor While Incapacitated or Incompetent.

During such period of time that the Trustee(s) is in possession of any apparently proper and effective court order ruling the Settlor to be physically or mentally incompetent to act in his own behalf, or is in possession of three (3) "Certificate(s) of Incapacity", as provided in subparagraph 2 aforesaid, at least

two (2) of which are then unrevoked, any attempt by the Settlor to exercise any reserved rights and powers under this Trust Agreement, including, but not by way of limitation, the right of modification, revocation, amendment, withdrawal of principal and/or receipt of or direction of income, or the sale of principal of the trust estate, or change of beneficiary of any insurance policy subject to this Trust Agreement, shall be void and during such period of time this Trust Agreement shall be irrevocable and not amendable; provided that the "Certificate(s) of Incapacity" provided for in this Trust Agreement may be revoked by a written certification that the Settlor is no longer incapacitated by either two (2) of the original certifying doctors or by two (2) other licensed doctors of medicine, approved by the Trustee(s), or upon a judicial determination that she is no longer so incapacitated, and all rights and powers under this Trust Agreement shall be operative again and shall revert back to Settlor.

- 4. <u>Initial Trust</u>. The provisions of Section 4 apply to the Initial Trust while the Settlor is alive.
- 4. A. Income. The Trustee(s) shall distribute to the Settlor the income of the Initial Trust at convenient intervals but not less frequently than quarter-annually.
- 4. B. <u>Principal</u>. The Trustee(s) shall have discretion to distribute all or any part of the principal of the Initial Trust to the Settlor. The Settlor shall have the right to

withdraw all or any part of the principal of the Initial Trust by delivering a written notice to the Trustee(s).

- 5. Distribution Upon the Settlor's Death. Upon the Settlor's death and until the complete distribution of all of the assets of the Initial Trust, the principal of the Initial Trust (including, without limitation, any life insurance proceeds, death benefits, pension, profit sharing or other retirement benefits, distributions from the Settlor's estate or any other assets payable to the Trustee(s)) shall be distributed in the following order of priority:
- 5. A. Taxes. The federal and state estate, inheritance, succession and similar taxes imposed upon the Settlor's estate as a result of the assets of the CATHERINE BROWN TRUST shall be paid from the principal of the Initial Trust. Any federal generation-skipping transfer tax (referred to herein as "GST tax") or state generation-skipping transfer tax shall not be paid from the assets of the Initial Trust prior to allocation or distribution but shall be paid from the generation-skipping transfer which generated the tax. The Settlor intends that the recipients of any distribution hereunder which is subject to GST tax or state generation-skipping transfer tax shall bear the burden of such tax.

### 5. B. Other Distribution Upon Settlor's Death

Upon the death of the Settlor the principal and any undistributed income of the TRUST after payment of taxes in section 5A. shall be distributed to EDWARD SIMMONS, JR.

In the event that EDWARD SIMMONS, JR. predeceases the Settlor, the Trustee(s) shall apportion and distribute the remaining Trust per stirpes among the then living lineal or legally adopted descendants of EDWARD SIMMONS, JR., and if there be none, then per stirpes among his heirs.

- 5. C. <u>Distribution to Issue less than Twenty-six (26)</u> Years Old
- (1) Notwithstanding any foregoing provision of this Will to the contrary, if at any time any share of the trust assets becomes distributable to beneficiary who has not attained the age of twenty-six (26) years, then such beneficiary's share shall not vest in or be distributed to him or her outright, but instead shall be distributed to my Trustees, hereinafter named, to hold in trust for such beneficiary and to distribute as follows:
  - (a). i. During any period which a beneficiary for whom a trust is established shall be under the age of twenty-six (26) years, my Trustees may pay, from time to time, the net income in such proportions and amounts as they in their sole discretion shall determine, to or on behalf of such beneficiary. If my Trustees shall not deem it desirable to distribute all of the net income as aforesaid, any excess income remaining after any distribution may, in the absolute discretion of my trustees

- shall be added to, and thereafter be treated as if originally part of, the principal trust.
- (ii) In addition, my Trustees may pay to any one, more or all of my beneficiaries, or apply directly for his, her or their benefit, such sums from the principal of such trust as such Trustees shall deem necessary or desirable for such beneficiary's health, support, education and maintenance, or for any other purpose that will, in the sole and uncontrolled discretion of such Trustees, further the best interests of the beneficiary.
- (iii) Payments of principal may be made under the preceding subparagraph (a)(ii) whether or not, or regardless of the extent to which, the beneficiary to or for the benefit of whom principal payments are made has received distributions of income pursuant to the provisions of the preceding subparagraph (a)(i), it being my intention and direction that my trustees shall have absolute discretion as to whether any beneficiary shall participate in a payment of income, a payment of principal, both or neither.
- (b). When a beneficiary reaches the age of twentysix(26) years, or upon the establishment of the trust
  if such beneficiary has then reached such age, my
  Trustees shall distribute to such beneficiary the

balance of his or her trust, and that beneficiary's trust shall terminate.

- (c). If such beneficiary shall die after the trust for his or her benefit has been created but before it has terminated, my Trustees shall distribute the then remaining principal and accrued and undistributed income of such trust to such beneficiary's issue who shall survive him or her, per stirpes, or, in default of such issue, to my issue per stirpes.
- 6. <u>Successor Trustees</u> The provisions of this Section 6 shall govern the appointment and duties of any Successor Trustee with respect to this trust.
- 6. A. Appointment of Successor Trustee. Upon the death or incapacity of the Trustee, EDWARD SIMMONS, JR. shall be the Successor Trustee.
- 6. B. Resignation of the Trustee. The Trustee of any trust hereunder may resign by written notice setting forth the effective date thereof, delivered personally or sent by certified mail at least thirty days prior to such effective date to each remaining Trustee of such trust, if any, and to the adult beneficiary then entitled or permitted to receive income from such trust, addressed to the last known address of each such person as disclosed by the Trustee's records; provided, however, that the resignation of a sole Trustee shall not be effective until the appointment of a Successor Trustee.

- Vacancy in Office. In the event of the death, resignation, refusal, removal, inability or incapacity of the Trustee of any trust hereunder and if no Successor Trustee is designated pursuant to Section 6, the adult beneficiary then entitled or permitted to receive income from such trust shall designate a Successor Trustee by written notice delivered to such Successor Trustee. If said beneficiary does not designate a Successor Trustee within sixty days after receipt of notice of such vacancy, or if there is no adult beneficiary of such trust, the remaining Trustee(s)(or the resigning Trustee if the sole Trustee resigns pursuant to Section 6B) shall designate a Successor Trustee by written notice delivered to such Successor Trustee and such adult beneficiary then entitled or permitted to receive income from such trust. If there is no adult beneficiary or Successor Trustee, a Successor Trustee may be appointed by the appropriate court.
- 6. D. <u>Duties of a Successor Trustee</u>. Each Successor Trustee shall have the identical powers, rights, duties and obligations of the Trustee(s) named in this Trust Agreement.
- 7. Exculpation of Trustee. The Trustee(s) shall not be accountable or responsible to any person interested in any trust hereunder for the manner in which the Trustee(s) shall in good faith exercise or not exercise any discretionary authority or power of the Trustee(s). The Trustee(s) shall not be liable for any loss or depreciation in value occasioned by reason of any negligence, error or mistake of judgment in entering into any

transaction, in making any sale or investment, in continuing to hold any property, or by reason of any action or omission, whether by the Trustee(s) or any other fiduciary, unless the Trustee(2) shall have acted in bad faith, notwithstanding any federal or state law. In the absence of proof by affirmative evidence to the contrary, each Trustee shall be deemed to have acted within the scope of the Trustee's authority, to have exercised reasonable care, diligence and prudence and to have acted impartially as to all interested persons. A Trustee shall not be liable for the acts or defaults of another Trustee.

- 8. Duties and Powers of the Trustee.
- 8. A. Restrictions on Exercise of the Trustee's Powers.
- 8. A. (1) Conflict of Interest. Notwithstanding any provision of this Trust Agreement to the contrary, under no circumstances shall a Trustee(s) (other than the Settlor) participate in the decision to exercise or not exercise any fiduciary power to (a) distribute income from or principal of any trust hereunder if such Trustee is or may be a beneficiary of such trust or (b) distribute income from or principal of any trust hereunder for the health, support, maintenance or education of a beneficiary if such Trustee has a legal obligation to provide for the health, support, maintenance or education of such beneficiary.
- 8. A. (2) <u>Declination to Act</u>. A Trustee of any trust hereunder may by a written notice delivered to the other Trustee(s) of such trust decline to participate in the decision to exercise or not exercise any fiduciary power granted by this Trust Agreement or by law.
- 8. B. <u>The Trustee's Powers</u>. The provisions of this Section 8B apply to each trust hereunder and the Trustee(s) thereof.

The Settlor when acting as Trustee shall have the sole power to effect property transactions, including but not limited to transfers, assignments, purchases, sales and pledges, upon his/her signature alone.

- 8. B. (1) Exercise of Judgment and Powers. The Trustee(s) of such trust shall have the entire care and custody of all assets of such trust. The Trustee(s) shall have the power to do everything the Trustee(s) in good faith deems advisable without necessity of any judicial authorization or approval, even though but for this power it would not be authorized or appropriate for fiduciaries under any statutory or other rule of law. The Trustee(s) shall exercise the Trustee's best judgment and discretion for what the Trustee(s) believes to be in the best interests of such trust and the beneficiaries thereof. If more than two Trustees are empowered to participate in the decision to exercise or not exercise any fiduciary power granted by this Trust Agreement or by law, a majority of such Trustees shall be empowered to make such decision.
- 8. B. (2) <u>General Investment Powers</u>. Except as otherwise provided herein, the Trustee(s) shall have the power with respect to such trust:
- 8. B. (2)(a) to enter upon and take possession of the assets of such trust and collect the income and profits from such assets, and to invest and reinvest such assets in real, personal or mixed assets (including the common trust funds of a corporate fiduciary) or in undivided interests therein without being limited by any present or future investment laws;
- 8. B. (2)(b) to retain all or any part of the assets of such trust (without regard to the proportion that any one asset or class of assets may bear to the whole) in the form in which such assets were received or acquired by the Trustee(s);
- 8. B. (2)(c) to sell or dispose of, exchange, transfer, invest or loan all or any part of the assets of such trust which may, at any time, be held by the Trustee(s) for such sums or upon such terms as to payment, security or otherwise as the Trustee(s) determines, either by public or private transactions;
- 8. B. (2)(d) to hold all or any part of the assets of such trust in cash or in bank accounts without the necessity of investing the same;
- 8. B. (2)(e) to improve, repair, partition, plat or subdivide all or any part of the assets of such trust;
- 8. B. (2)(f) to litigate, defend, compromise, settle, abandon or submit to arbitration on such terms and conditions as the Trustee(s) determines any claims in favor of or against such trust or the assets of such trust;
- 8. B. (2)(g) to loan or borrow money in such amounts and upon such terms and conditions as the Trustee(s) determines, assume such obligations or give such guarantees as the Trustee(s)

determines, for the purpose of the acquisition, improvement, protection, retention or preservation of the assets of such trust, or for the benefit of any of the beneficiaries thereof;

- 8. B. (2)(h) to carry on for as long and in such manner as the Trustee(s) determines any business enterprise in which the Settlor owned any interest at the Settlor's death, either individually, or as a partner, joint venturer, stockholder or trust beneficiary;
- 8. B. (2)(i) to vote in person or by proxy any and all stock or securities and to become a party to any voting trusts, reorganization, consolidation or other capital or debt readjustment of any corporation, association, partnership or individual with respect to stocks, securities or debts held by such trust;
- 8. B. (2)(j) to enter into any good faith transactions with the Trustee(s) individually or with any corporation, partnership or other entity in which the Trustee(s) has an ownership interest;
- 8. B. (2)(k) to lease, mortgage, pledge, grant a security interest in or otherwise encumber all or any part of the assets of such trust for any term of years whether or not beyond the term of such trust (including, without limitation, any such action for the benefit of any of the beneficiaries thereof).
- 8. B. (3) <u>Administrative Powers</u>. Except as otherwise provided herein, the Trustee(s) shall have the power with respect to such trust:
- 8. B. (3)(a) to employ agents, attorneys-at-law, investment advisers (to whom the Trustee(s) shall have discretion to delegate the Trustee's investment authority and responsibility), other trustees and other fiduciaries in the administration of the Trustee's duties, to delegate to such persons, or to one or more of the Trustees, the custody, control or management of any part of the assets of such trust as the Trustee(s) determines and to pay for such services from the assets of such trust, without obtaining judicial authorization or approval;
- 8. B. (3)(b) to pay any sum or property distributable to a beneficiary under a legal disability, without liability to the Trustee(s), by paying such sum (i) to such beneficiary, (ii) for the use of such beneficiary, or (iii) to a legal representative of such beneficiary appointed by a court or, if none, to a relative, for the use of such beneficiary.
- 8. B. (3)(c) to delay any distribution of income or principal required to be distributed to the beneficiary of such trust if the Trustee(s) determines that there is a clear and

compelling reason for delaying such distribution, including, without limitation, such beneficiary's divorce, insolvency, bankruptcy, incarceration or incompetency, until the clear and compelling reason no longer exists or until the Trustee(s) determines that such distribution is appropriate notwithstanding the existence of the clear and compelling reason;

- 8. B. (3)(d) to divide such trust into subsidiary accounts if the Trustee(s) determines that such division is necessary to maintain fair and accurate records;
- 8. B. (3)(e) to permit the beneficiary of such trust to possess and use real property, tangible personal property or club memberships held by such trust;
- 8. B. (3)(f) to distribute to such trust or any of the beneficiaries of such trust in kind or in cash, or partly in kind and partly in cash, and to allocate different kinds or disproportionate shares of assets or undivided interests in assets among all of such trusts or all of such beneficiaries;
- 8. B. (3)(g) to have evidence of ownership of any security maintained in the records of a Federal Reserve Bank under the Federal Reserve Book Entry System; to deposit funds in any bank or trust company; to carry in the name of the Trustee(s) or the nominee or nominees of the Trustee(2) and with or without designation of fiduciary capacity, or to hold in bearer form, securities or other property requiring or permitting of registration; and to cause any securities to be held by a depository corporation of which a Trustee(s) shall be a member or by an agent under a safekeeping contract; provided, however, that the books and records of the Trustee(s) shall at all times show that such investments are part of such trust;
- 8. B. (3)(h) to register or not register such trust with a probate court of the state of Florida or otherwise and to make all decisions which relate thereto;
- 8. B. (3)(i) to make, execute and deliver any and all such instruments in writing as shall be necessary or proper to carry out any power, right, duty or obligation of the Trustee(s) or any disposition whatsoever of such trust or any asset of such trust and to exercise any and all other powers incidental or necessary to carry out or to fulfill the terms, provisions and purposes of such trust; and
- 8. B. (3)(j) to renounce and disclaim, in whole or in part, and in accordance with applicable law, any assets, interests, rights or powers (including any power of appointment) which are payable to the Settlor or the Settlor's estate, which are includible in the Settlor's estate or Gross Estate or over which the Settlor has any right, title, interest or power.

- Spendthrift Provision. During the term of any trust hereunder, no money or other assets (either principal or income) payable or distributable under the provisions of this Trust Agreement shall be pledged, assigned, transferred, given, conveyed, hypothecated, sold, anticipated, charged or encumbered by any of the beneficiaries hereunder, nor shall the income and principal of any trust, while in the possession of the Trustee(s ), be liable for any debts, contracts, obligations or undertakings of such beneficiaries, voluntary or involuntary, or for any claims or judgments against any beneficiary, including claims for alimony or for the support of any beneficiary's spouse or children, prior to the time such money or assets are actually paid or distributed to such beneficiary. Any attempted pledge, assignment, transfer, gift, conveyance hypothecation, anticipation, charge or encumbrance of any money or assets (either income or principal) payable or distributable under the provisions of this Trust Agreement by any of the beneficiary hereunder prior to the time such money or assets are actually paid or distributed to such beneficiary shall be null and void and shall not be recognized by the Trustee(s).
- 10. Rule Against Perpetuities Provision. Anything in this Trust Agreement to the contrary notwithstanding, each trust created hereunder shall terminate no later than twenty years and three hundred sixty-four days after the death of the survivor of the Settlor's descendants living at the date of the Settlor's death or the date this Trust Agreement becomes irrevocable, whichever occurs first. Upon the termination of any trust pursuant to this Section 11, all of the assets of such trust shall be distributed to the beneficiary or beneficiaries of such trust then entitled or permitted to receive income of such trust, and no provision or distribution shall be made for the benefit of contingent beneficiaries.

In the event that any of the provisions of any trust hereunder continue such trust beyond the period permitted by any applicable laws regulating the restraint on alienation or prohibition against perpetuities, or any other laws applicable to such trust, such offending provisions, to the extent of the continuance beyond the lawful period, shall be null and void, but the remainder of the provisions applicable to such trust shall remain valid and binding, and such trust shall terminate at the expiration of the lawful period.

- 11. Allocation of Assets.
- 11. A. Accounting Allocation.
- 11. B. (1) Except as otherwise specifically provided herein, the Trustee(s) shall allocate receipts and disbursements

in accordance with sound trust accounting principles and shall have discretion to allocate receipts and disbursements where, in the judgment of the Trustee(s), the treatment is uncertain under applicable laws or generally accepted accounting principles.

- 11. B. (2) Except as otherwise specifically provided herein, no part of the principal amount of the proceeds of sale of any asset (other than financial instruments originally issued at a discount) of any trust hereunder shall be treated as income distributable to or for the benefit of any beneficiary entitled to distributions of income.
- 11. B. (3) Any accumulated income from any trust hereunder for which the Trustee(s) is empowered or required to accumulate income shall be added to and become a part of the principal of such trust, annually.

#### 12. Miscellaneous Provisions.

- 12. A. <u>Definitions</u>. Whenever used in this Trust Agreement, unless the context otherwise requires or specifically provides, the words and terms in Section 14C shall have the meaning ascribed to them by Section 14C.
- (1) <u>Descendants. Child. Children and Issue;</u> Right of Representation. The terms "descendant," "descendants," "child," "children" and "issue" include each of such descendants, children or issue, as appropriate (a) who was born in wedlock or whose parents believed themselves lawfully wedded at the time of such descendant's birth, (b) who was adopted by the Settlor at any age or who was adopted by any other person prior to the age of twenty-one years, and (c) who is a descendant of any such adopted person; such terms shall not include an unadopted descendant born out of wedlock unless the parents of such descendant believed themselves lawfully wedded at the time of such descendant's birth. Any reference to the Settlor's children shall include any of the Settlor's children hereafter born or adopted by the Settlor. The term "issue" does not include the descendants of any living descendant. In determining descendants, children or issue living at a specified time, an unborn descendant in gestation who is later born alive is deemed to be a descendant, a child or one of such issue, as appropriate, living at such specified time. A distribution or division of assets into shares for any person's issue by "right of representation" means a distribution or division of such assets into equal shares, one for each of such person's children then surviving and one for each of such person's deceased children leaving issue then surviving; the share for each of such person's deceased children leaving issue then surviving shall be divided into shares for each deceased child's issue in the same manner.

- 12. C. (2) <u>Trustee: Personal Representative: Estate:</u> Will. The term "Trustee" means all persons or entities who occupy the office of Trustee of any trust hereunder while such persons or entities occupy such office, whether one or more persons or entities occupy the office of Trustee at the same time or times, and includes any Successor Trustee(s). The term "Personal Representative" of a person's estate means all persons or entities who occupy the office of personal representative, administrator, executor or ancillary administrator while such persons or entities occupy such office, whether one or more persons or entities occupy such office at the same time or times, and includes any successor or successors to that office. A reference to a person's estate means that person's estate which is subject to probate administration. A reference to a person's Will means such person's Last Will and Testament and any Codicil or Codicils thereto.
- 12. C. (3) <u>Section: IRC Section</u>. The word "Section" means a section of this Trust Agreement. The term "IRC section" means a section of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any successor Internal Revenue law, as in effect as of the date of the Settlor's death.
- 12. C. <u>Pronouns</u>. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
- 12. D. <u>Section Headings for Convenience Only</u>. The Section headings herein are for convenience only, are not a substantive part of this Trust Agreement and shall not be used in its interpretation.
- 12. E. <u>Governing Law</u>. Each trust hereunder and this Trust Agreement shall be administered, interpreted and governed in accordance with the laws of the state of Florida.

IN WITNESS WHEREOF, I have hereunto signed this Trust Agreement as of the date first above written.

SETTLOR Eroun Catherine Grown
TRUSTEE

The foregoing Declaration of Trust was on the STH day of STH day of STH 2001 subscribed to by the settlor and trustee CATHERINE BROWN, in our presence, and we, at the same time, in her presence

and at her request, and in the p hereunto subscribed our names as	
Edward Surmer	<u>/-8-0/</u> DATE
4/0 G. ST NE ADDRESS	
WASHINGTON, DC 20002 ADDRESS	
WITNESS 3405-Henricht, Ct	DATE
ADDRESS  TACKSONILLO, Fla 32209  ADDRESS	
STATE OF FLORIDA )ss COUNTY OF ()(/A)	
License, personally known	lid/did not take an oath and known by me to
acknowledged before me that she executed tinstrument set forth. IN WITNESS WHEREOF I have hereunto set my	the same for uses and purposes in said hand and affixed my official seal this
(SIGNATURE) Sulles Q. Klose (TYPE)	and county aforesaid.  PHYLLIS R. KLOSE COMMISSION # CC 667514 EXPIRES JUL 29, 2001 BONDED THRU ATIANTIC BONDING CO., INC.
Notary Public, state of Florida at Large My Commission expires:	···

#### SCHEDULE OF TRUST ASSET

1. Thirty-seven thousand dollars (\$37,000).



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# OFFICE OF WITAL STATISTICS DEREFIED ODPY

## CERTIFICATION OF BIRTH

STATE FILE NUMBER:

109-1966-019350

CHILD'S NAME:

**EDWARD SIMMONS JR** 

DATE OF BIRTH

MARCH 11, 1966

SEX:

MALE

COUNTY OF BIRTH:

DUVAL

DATE FILED:

MARCH 21, 1966

MOTHERS MAIDEN NAME: CATHERINE DAVIS

FATHER'S NAME:

EDWARD STREETONS

DATE ISSUED:

APRIL 15, 2010

Newch ATIJ, State Registrar

REQ: 2010496360

WARNING:

26355604 CERTIFICATION

DEPORM 1949 (08-04)