

**JOHN L. JOHNSON
&
ANNIE P. JOHNSON
REVOCABLE TRUST**

Prepared by:

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**321-452-1991
321-452-1995 (facsimile)**

STATE OF FLORIDA

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COUNTY OF COLUMBIA

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THIS TRUST AGREEMENT is entered into on SEPT 25, 2012, between JOHN L. JOHNSON (the "Husband") and ANNIE P. JOHNSON (the "Wife"), of Columbia County, Florida, as Settlers (the "Settlers"), and JOHN L. JOHNSON, of Columbia County, Florida and ANNIE P. JOHNSON, of Columbia County, Florida as initial Co-Trustees (hereinafter referred to jointly as the "Trustee" with either having the power to act independently).

W I T N E S S E T H:

The Settlers desire to create a trust to be held, administered and distributed in accordance with the provisions of this Trust Agreement. Accordingly, the Settlers have transferred to the Trustee, and the Trustee acknowledges receipt from the Settlers of the sum of one dollar in cash. This property, together with any other property which may hereafter be conveyed to the Trustee subject to the trust hereby created, shall be held, administered and distributed by the Trustee, upon the trust and for the purposes and uses herein set forth. The trust initially created by this Trust Agreement shall be known as the "JOHN L. JOHNSON & ANNIE P. JOHNSON REVOCABLE TRUST."

ARTICLE I - IDENTIFICATION

The Settlers have six children, Martha D. Washington, Dora J. Johnson-Jones, Johnnie M. Johnson, Betty P. Johnson, John Leon Johnson and Michael D. Johnson. All references in this Trust Agreement to the "Settlers' children" are to them.

ARTICLE II - REVOCABLE TRUST

A. **Distributions.** The Trustee shall hold, manage, sell, exchange, invest and reinvest the trust property, collect all income and, after deducting such expenses as are properly payable, shall accumulate and distribute the income and principal as herein provided. The Trustee shall distribute the income and principal of the trust to the Settlers in such amounts as the Settlers may direct. All undistributed trust income shall be accumulated and invested. Following the death of

the first Settlor to die (the "deceased Settlor"), all of the income of this trust shall be distributed to the other Settlor (the "surviving Settlor") at least annually, and the principal of the trust shall be distributed to the surviving Settlor in such amounts as the surviving Settlor may direct. Prior to the death of the deceased Settlor, if either Settlor becomes incapacitated, the Trustee shall distribute such amounts of the income and principal of the trust for the comfort, health, support, maintenance or other needs of the Settlers as the Trustee shall determine, in the Trustee's discretion, to be necessary or appropriate to maintain the Settlers in accordance with the Settlers' accustomed standard of living at the time of the execution of this Trust Agreement. After the death of the deceased Settlor, if the surviving Settlor becomes incapacitated, the Trustee shall distribute such amounts of the principal of the trust for the comfort, health, support, maintenance or other needs of the surviving Settlor as the Trustee shall determine, in the Trustee's discretion, to be necessary or appropriate to maintain the surviving Settlor in accordance with the surviving Settlor's accustomed standard of living at the time of the execution of this Trust Agreement.

B. Character of Property. Property transferred to this trust which consists of a Settlor's separate property shall retain its character as separate property and shall be accounted for separately by the Trustee so that it can be returned to such Settlor as his or her separate property if this instrument is completely or partially revoked. Property transferred to this trust which consists of the Settlers' community property shall retain its character as community property and shall be accounted for separately by the Trustee so that it can be returned to the Settlers as their community property if this instrument is completely or partially revoked. The powers of the Trustee over the Settlers' community property shall be no more extensive than those possessed from time to time by either Settlor over such property.

C. Additions Following Death of Each Settlor. Following the death of each Settlor, the Trustee shall add to this trust all property which was owned by such Settlor and which is received by such Trustee under such Settlor's Will and all non-probate assets (which shall include, but not be limited to, any payments from an employee or self-employed benefit plan, individual retirement account or annuity or any proceeds of any insurance policy on the life of such Settlor) which are payable to the Trustee hereunder.

D. Payment of Taxes. Following the death of either Settlor, the Trustee shall pay from the property of this trust the difference between all taxes which must be paid by reason of such Settlor's death and those taxes which would be payable by reason of such Settlor's death had all or part of the property of this trust not been includable in the gross estate of such Settlor for the purpose of calculating such taxes. Except as otherwise specifically provided herein, any taxes caused by the inclusion in either Settlor's estate of property not passing under this Trust

Agreement or under such Settlor's Will shall be apportioned and paid in accordance with Section 733.817 of the Florida Probate Code (or any successor statute), and in such case, Federal law shall control if Florida law and Federal laws conflict or if Florida law fails to address an apportionment or tax payment issue. This Section shall not apply to any generation skipping transfer taxes imposed by Section 2601 of the Code, which taxes shall instead be payable in accordance with the provisions of Section 2603 of the Code.

E. Payment of Expenses. The Trustee, in the Trustee's discretion, may pay from the trust property all or any part of either Settlor's funeral expenses, claims which are legally enforceable against the Settlor's estates and reasonable expenses of administration of the Settlor's estates, but the Trustee shall not make any such payments that are not in the best interests of any person having a beneficial interest in the remaining property of this trust upon termination. The payments made pursuant to this Section shall be made prior to the distributions provided for in Article II, Section F. The Trustee may make such payments directly or may pay over the amounts thereof to the duly qualified executor, personal representative, or administrator of such Settlor's estate. Written statements by the executor, personal representative, or administrator of such Settlor's estate of the sums that may be paid under this Section shall be sufficient evidence of their amounts, and the Trustee shall be under no duty to confirm that such payments were applied properly.

F. Termination. The trust created by this Article shall terminate upon the death of the surviving Settlor. The surviving Settlor shall have the general power to appoint all or part of this trust to the surviving Settlor's estate. To the extent the surviving Settlor does not exercise such general power of appointment, the remaining income and principal of the trust created by this Article upon termination shall be distributed to Martha D. Washington. If Martha D. Washington fails to survive the Settlor, all of the remaining trust property shall be distributed in equal shares to Dora J. Johnson-Jones, Johnnie M. Johnson, Betty D. Johnson, John Leon Johnson and Michael D. Johnson. If all of the beneficiaries listed above fail to survive both of the Settlor, then all of the remaining trust property shall be divided into two equal halves with one-half being distributed to the Husband's heirs and one-half being distributed to the Wife's heirs.

ARTICLE III - TRUSTEE NOMINATIONS

A. **Successor Trustee.** If JOHN L. JOHNSON and ANNIE P. JOHNSON both fail to qualify, die, resign, become incapacitated, or otherwise cease to serve as Trustee of a trust created under this Trust Agreement, and the Settlers fail to nominate a successor Trustee within 60 days as provided in Article III, Section C, then the Settlers' daughter, MARTHA D. WASHINGTON, shall become Trustee of such trust. If MARTHA D. WASHINGTON fails to qualify, dies, resigns, becomes incapacitated, or otherwise ceases to serve as Trustee of a trust created under this Trust Agreement, and the Settlers fail to nominate a successor Trustee within 60 days as provided in Article III, Section C, then the Settlers' daughter, BETTY P. JOHNSON, shall become Trustee of such trust. If BETTY P. JOHNSON fails to qualify, dies, resigns, becomes incapacitated, or otherwise ceases to serve as Trustee of a trust created under this Trust Agreement, and the Settlers fail to nominate a successor Trustee within 60 days as provided in Article III, Section C, then the Settlers' son, JOHN LEON JOHNSON, shall become Trustee of such trust.

B. **Removal of Trustee.** While both Settlers are living, the Settlers (acting jointly) may at any time or from time to time remove the Trustee of the trust created under Article II, with or without cause, and may nominate a successor individual or corporate Trustee or a series of successor individual or corporate Trustees or Co-Trustees. After the death of one of the Settlers, the surviving Settlor may at any time or from time to time remove the Trustee of the trust created under Article II, with or without cause, and may nominate a successor individual or corporate Trustee or a series of successor individual or corporate Trustees or Co-Trustees.

C. **Resignation of Trustee.** Any Trustee may resign by giving notice to the Settlers while either Settlor is living, and thereafter to the beneficiary of such trust. While both of the Settlers are living, if the trusteeship of the trust created by Article II should become vacant for any reason, the power to nominate a successor shall be exercisable by the Settlers (acting jointly, or by the surviving Settlor acting alone) for a period of 60 days, and by the Settlers' children (acting by majority, or by the survivor acting alone) for an additional 30 days should both of the Settlers fail timely to nominate a successor. After the surviving Settlor's death, if the trusteeship of any trust should become vacant for any reason, the power to nominate a successor shall be exercisable by the Settlers' children (acting by majority, or by the survivor acting alone) for 90 days. If no successor Trustee has been nominated within 90 days of such vacancy or such notice of resignation, then a successor Trustee shall be appointed by a court of competent jurisdiction.

D. **Expenses and Compensation.** Every Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with such Trustee's duties. Every Trustee, except one of the Settlers, shall be entitled to fair and reasonable compensation for services rendered by such Trustee in an amount determined in accordance with the Florida statutory rate prevailing at such time, or if no such statutory rate exists, in an amount not exceeding the customary and prevailing charges for services of a similar character at such time.

E. **Waiver of Bond; Ancillary Trustees.** No Trustee acting hereunder shall be required to give bond or other security in any jurisdiction. If any trust created by this Trust Agreement contains property located in another state or a foreign jurisdiction, and the Trustee cannot or chooses not to serve under the laws thereof, the power to nominate an ancillary Trustee for such property (as well as any successor ancillary Trustee) shall be exercisable by the Settlers acting jointly, or the surviving Settlor acting alone, or by the Trustee if the Settlers are both not living or are both not competent to act. An ancillary Trustee nominated pursuant to this Section may be an individual or corporate Trustee.

F. **"Trustee" Defined.** Unless another meaning is clearly indicated or required by context or circumstances, the term "Trustee" shall mean and include the initial Trustee and any successor Trustee or Co-Trustees. Except as otherwise provided in this Trust Agreement, if two or more Trustees are named or serving hereunder and any one or more, but not all, decline or cease to serve for any reason, then the remaining Trustee or Co-Trustees, as the case may be, shall continue to serve in such capacity. When multiple Trustees are serving, each such Trustee shall have the authority to act alone and independently of the other Trustees then serving, without the necessity of consultation with or approval of any other Co-Trustee or Co-Trustees. Any writing signed by a Co-Trustee with the authority to act alone and independently shall be valid and effective for all purposes as if signed by all such Trustees.

G. **"Corporate Trustee" Defined.** The term "corporate Trustee" shall mean a bank having trust powers or a trust company having (alone or when combined with its parent organization and affiliate) assets beneficially owned by others under its management with a value in excess of \$100,000,000 (U.S.), and the successor (by merger, consolidation, change of name or any other form of reorganization, or if such corporate Trustee ever transfers all of its existing business of serving as a fiduciary to any other bank or trust company or corporation) bank or trust company to any such corporate Trustee named herein or serving hereunder. If a bank or trust company is specifically named herein or was a corporate Trustee (as defined above) when it accepted its fiduciary position hereunder, it shall not cease to be considered a corporate Trustee because its assets under management presently are or later decline below the amount stated

above. In any instance where a corporate Trustee is required to be nominated as a successor Trustee or Co-Trustee in connection with the removal of any Trustee or Co-Trustee, the instrument of removal shall contain the acceptance of the corporate Trustee so nominated evidenced on it. If a corporate Trustee is serving as a Co-Trustee, it shall have exclusive custody of the properties, books and records of the trust as to which it is serving, but shall make such properties, books and records available for inspection and copying by every other Trustee of such trust.

ARTICLE IV - REVOCABILITY

While both of the Settlers are living, the Settlers acting jointly may by acknowledged instrument alter, amend, modify, revoke or terminate this instrument on thirty days' notice to the Trustee (unless waived). No gift is intended by either spouse in executing this instrument. All property transferred to the trust initially created by this Trust Agreement shall at all times (while held in trust or upon distribution from the trust or upon revocation of this instrument) retain its character as community property or separate property under the marital property laws of Florida; provided that the Trustee may presume that all property added to the trust initially created by this Trust Agreement by a Settlor while both Settlers are alive is community property unless stipulated to the contrary in the instrument by which such transfer is made. Upon the death of the first Settlor to die, the surviving Settlor may by acknowledged instrument thereafter alter, amend, modify, revoke or terminate this instrument on thirty days' notice to the Trustee (unless waived). Notwithstanding any of the provisions in this instrument to the contrary, prior to the death of either Settlor, each Settlor shall have the power at any time to withdraw all or any part of his or her separate property which is held in trust hereunder upon thirty days' notice to the other Settlor and the Trustee (unless waived), and no distribution of any separate property of a Settlor shall be made without the consent of such Settlor. Upon the death of the surviving Settlor, the trusts created under this Trust Agreement shall become irrevocable.

ARTICLE V - TRUSTEE PROVISIONS

A. **Powers.** The Trustee shall have all of the powers and authorities conferred upon trustees by statute or common law in any jurisdiction in which the Trustee may act, including all powers and authorities conferred by the Florida Trust Code, and by any future amendments thereto, except for any instance in which such powers and authorities may conflict with the

express provisions of this Trust Agreement, in which case the express provisions of this Trust Agreement shall control. In addition to such powers, the Trustee is specifically authorized:

(1) To retain, without liability for any depreciation or loss occasioned by such retention, any property transferred to the Trustee by the Settlor or any other person when the Trustee determines that, because of the circumstances involved, any trust created hereunder would be better served by not diversifying the investment in such property;

(2) To exchange, sell or lease (including leases for terms exceeding the duration of the trusts created by this Trust Agreement) for cash, property or credit, or to partition, from time to time, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such character and with such covenants as the Trustee may deem proper, all or any part of the assets of the trusts, and no vendee or lessee of the Trustee shall be required to look to the application made by the Trustee of any funds paid to the Trustee;

(3) To borrow money from any source (including any Trustee) and to mortgage, pledge or in any other manner encumber all or any part of the assets of the trusts as may be advisable in the judgment of the Trustee for the advantageous administration of the trusts;

(4) To invest and reinvest the property of the trusts in any kind of property whatsoever, real or personal (including oil, gas and other mineral leases, royalties, overriding royalties and other interests), whether or not productive of income, and such investments and reinvestments may be made without regard to the proportion that such property or property of a similar character held may bear to the entire trust estate if the Trustee determines that, because of the circumstances involved, such trust would be better served by not diversifying such investment or reinvestments; provided, however, the standard for assessing the investment performance of a Trustee who is an individual shall be the prudent investor rule in Section 518.11 of the Florida Statutes, and such rule shall be applied to the investment performance of the entire portfolio, taking into account the purposes, terms and provisions stated herein, and not the investment performance of any single investment considered apart from the rest of the portfolio; provided, further, the Settlor may direct the Trustee as to the investments to be made by the Trustee, and the Trustee shall not be liable to any person for any losses resulting from following the written direction of the Settlor in investing the trust assets;

(5) To employ attorneys, accountants, investment managers, specialists and such other agents as the Trustee shall deem necessary or desirable; to have the authority to nominate an investment manager or managers to manage all or any

part of the assets of the trusts, and to delegate to said manager investment discretion and such nomination shall include the power to acquire and dispose of such assets; and to charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against such trusts;

(6) To register and carry any securities or other property in the name of the Trustee or in the name of the nominee of any corporate Trustee (or to hold any such property unregistered) without increasing or decreasing the fiduciary liability of the Trustee; to exercise any option, right or privilege to purchase or to convert bonds, notes, stocks (including shares or fractional shares of stock of any corporate Trustee), securities or other property, and to borrow money for the purpose of exercising any such option, right or privilege; to vote any stock which may be held in the trusts; and if two or more Trustees are serving hereunder and no such Trustee is a corporate Trustee, to open any type of account in such a manner that all activities associated with such account may be handled by one of the Co-Trustees acting alone;

(7) To enter into any transaction on behalf of the trusts (including loans to beneficiaries for adequate security and adequate interest) despite the fact that another party to any such transaction may be (i) a trust of which any Trustee under this Trust Agreement is also a trustee; (ii) an estate of which any Trustee under this Trust Agreement is also an executor, personal representative, or administrator; (iii) a business or trust controlled by any Trustee under this Trust Agreement or of which any such Trustee, or any director, officer or employee of any such corporate Trustee, is also a director, officer or employee; or (iv) the Settlers, any other beneficiary or any Trustee under this Trust Agreement acting individually;

(8) To make, in the Trustee's discretion, any distribution required or permitted to be made to any beneficiary under this trust instrument, in any of the following ways when such beneficiary is a minor or is incapacitated: (i) to such beneficiary directly; (ii) to the guardian or conservator of such beneficiary's person or property; (iii) by utilizing the same, directly and without the interposition of any guardian or conservator, for the health, support, maintenance, or education of such beneficiary; (iv) to a person or financial institution serving as custodian for such beneficiary under a uniform gifts to minors act or a uniform transfers to minors act of any state; (v) by reimbursing the person who is actually taking care of such beneficiary (even though such person is not the legal guardian or conservator) for expenditures made by such person for the benefit of such beneficiary; and (vi) by managing such distribution as a separate fund on the beneficiary's behalf, subject to the beneficiary's continuing right to withdraw the distribution; and the written receipts of the persons receiving such distributions

shall be full and complete acquittances to the Trustee;

(9) To invest the assets of the trusts in any life insurance policy or policies (including term insurance) on the life of the Settlers, or on the life of any person or persons in whom the Settlers have an insurable interest;

(10) To store personal property given to a person who is a minor or who is incapacitated for later distribution to such person, or to sell such property and add the proceeds of sale to a trust of which such person is a beneficiary;

(11) To make divisions, partitions, or distributions in money or in kind, or partly in each, whenever required or permitted to divide, partition, or distribute all or any part of the trusts; and, in making any such divisions, partitions, or distributions, the judgment of the Trustee in the selection and valuation of the assets to be so divided, partitioned, or distributed shall be binding and conclusive, and the Trustee shall not be liable for any differing tax consequences to the beneficiaries hereunder;

(12) To release, in the discretion of the Trustee, any fiduciary power at any time, in whole or in part, temporarily or permanently, whenever the Trustee may deem it advisable, by an instrument in writing executed and acknowledged by the Trustee;

(13) To invest and reinvest all or part of the assets of the trusts in any common trust fund of any corporate Trustee;

(14) To open and maintain margin accounts or similar accounts with brokerage firms, banks or others for purposes of investing the properties of each trust; to conduct, maintain and operate these accounts, directly or through designation of another as agent, for purchase, sale and exchange of stocks, bonds, commodities, options (including puts and calls, both covered and uncovered), and other securities; and in connection therewith, to borrow money, obtain guarantees and engage in all other activities necessary or incidental to conducting, maintaining and operating such accounts;

(15) To continue any business (whether a proprietorship, corporation, partnership, limited partnership or other business entity) which may be transferred to the trusts for such time as the Trustee may deem it to be in the best interest of the trusts; to employ in the conduct of any such business such capital out of the trusts as the Trustee may deem proper; to borrow money for use in any such business alone or with other persons financially interested in such business, and to secure such loan or loans by a mortgage, pledge or any other manner of encumbrance of, not only the interest of such trusts in such business, but also such

portion of such trust outside of such business as the Trustee may deem proper; to organize, either alone or jointly with others, new corporations, partnerships, limited partnerships or other business entities; and generally to exercise with respect to the continuance, management, sale or liquidation of any business which may be transferred to the trust estate, or of any new business or business interest, all the powers which may be necessary for its successful operation;

(16) To execute lease, pooling or unitization agreements (including agreements of such nature extending beyond the terms of the trust) with respect to any mineral or royalty interest held or acquired by the trusts; to drill or contract for the drilling of wells for oil, gas or other minerals; to make dry hole or bottom hole contributions; to enter into any operating agreements with reference to any mineral leases or properties held or acquired by the trusts; and generally, with reference to oil, gas and other mineral properties and operations, to enter into such agreements and to do all such other things (whether or not presently recognized as common or proper practice by those engaged in the business of prospecting for, developing, producing, processing, transporting or marketing oil, gas or other minerals) as the Trustee may deem to be advantageous;

(17) To transfer such sums of the property of a Settlor to an individual serving as agent or attorney-in-fact under a valid power of attorney signed by such Settlor (or to several individuals serving jointly as agents or attorneys-in-fact under a valid power of attorney signed by such Settlor) as such agent or agents may request in order to make gifts, which are specifically authorized by such power of attorney, on behalf of such Settlor;

(18) To select and employ, at the discretion of the Trustee but at the expense of the trusts, any person, firm or corporation, engaged in rendering investment advisory services or investment management services, to furnish professional assistance or management in connection with making investments, managing securities, or making any other decisions with respect to the purchase, retention, sale or other disposition of property or securities belonging to the trusts;

(19) To employ a bank or trust company located anywhere within the United States, at the discretion of the Trustee but at the expense of the trusts, as custodian or agent; to have stock and securities registered in the name of such agent or custodian or a nominee thereof without designation of fiduciary capacity; and to nominate such bank or trust company to perform such other ministerial functions as the Trustee may direct. While such stock or securities are in the custody of any such bank or trust company, the Trustee shall be under no obligation to inspect or verify such stock or securities nor shall the Trustee be responsible for any loss by such bank or trust company; and

(20) Whenever in this Trust Agreement an action is authorized in the discretion of the Trustee, the term "discretion" shall mean the absolute and uncontrolled discretion of the Trustee.

B. Property, Books of Account and Records. All properties, books of account and records of the trust created under Article II shall be made available for inspection at all times during normal business hours by the Settlers or by any person designated by the Settlers. Prior to the death of the last to die of the Settlers, the Trustee shall provide an accounting to the Settlers, or the surviving Settlor, if requested by either of them. Following the death of the last to die of the Settlers, unless the requirement to provide an accounting is waived, the Trustee shall provide an accounting to each beneficiary entitled to receive an accounting at least annually, and on termination of a trust or on change of the Trustee, in the manner required by the Florida Trust Code.

C. Notice. Any notice required or permitted to be given by or to a Trustee acting under this Trust Agreement must be given by acknowledged instrument actually delivered to the person or Trustee to whom it is required or permitted to be given. Any notice required or permitted to be given to a minor or an incapacitated person shall be given to such minor's parents or guardian or to such incapacitated person's guardian or conservator. If such notice concerns a trusteeship, it shall state its effective date and shall be given at least 30 days prior to such effective date, unless such period of notice is waived. Any action permitted to be taken by a minor or an incapacitated person shall be taken by such minor's parent or guardian or by such incapacitated person's guardian or conservator.

D. Acts of Prior Trustees. Each Trustee shall be relieved of any duty to examine the acts of any prior Trustee and no court accounting shall be required. Each successor Trustee shall be responsible only for those properties which are actually delivered to such Trustee. Each successor Trustee, upon executing an acknowledged acceptance of the trusteeship and upon receipt of those properties actually delivered to such successor Trustee, shall be vested with all of the estates, titles, rights, powers, duties, immunities and discretions granted to the prior Trustee.

E. Reliance on Legal Opinion. In acting or declining to act, each Trustee may rely upon the written opinion of a competent attorney, any facts stated in any instrument in writing and believed true, or any other evidence deemed sufficient. Each Trustee shall be saved harmless from any liability for any action taken, or for the failure to take any action, if done in good faith and without gross negligence.

F. **Survivorship Provisions.** For purposes of this Trust Agreement, no person shall be presumed to have survived a Settlor if such person should die within 30 days of such Settlor's death. Any person who is prohibited by law from inheriting property from a Settlor shall be treated as having failed to survive such Settlor.

G. **Combination of Trusts.** After the death of the last to die of the Settlers, the Trustee, in the Trustee's discretion, may combine any trust created under this Trust Agreement with any other trust or trusts if the terms of such trusts are substantially similar, if such trusts have the same primary beneficiaries, and if such trusts have the same inclusion ratio as defined in Section 2642(a) of the Code. The Trustee shall not be obligated to combine such trusts. If trusts which are combined are to terminate at different times, the combined trust shall terminate in stages, with a pro rata portion of the combined trust being distributed to the appropriate beneficiaries when each such trust terminates. If trusts which are combined are to terminate at the same time but have different contingent beneficiaries, the remaining property of the combined trust shall be divided pro rata among the contingent beneficiaries of each trust. Any such pro rata distributions shall be made in proportion to the value of each trust at the time such trusts were combined.

H. **Maximum Duration of Trusts.** Notwithstanding anything to the contrary contained in this Trust Agreement, any trust created by this Trust Agreement, unless earlier terminated according to the terms of this Trust Agreement, shall terminate within the time period specified in the Florida Uniform Statutory Rule Against Perpetuities found in Section 689.225 of the Florida Statutes. If the Trustee at any time combines and administers as one trust any trust or trusts created hereunder and any trust or trusts under any other instrument, such combined trust shall not continue beyond the earlier date on which either of such trusts would, without regard to such combination, have been required to terminate under the rule against perpetuities or other applicable law governing the maximum duration of trusts. If any trust (including a combined trust) would, but for the terms of this Section, continue beyond such date, such trust shall nevertheless at that time terminate and the remaining property of such trust shall be distributed as provided in the Article which creates such trust.

I. **Notice Pursuant to Florida Statute 736.1008.** An action for breach of trust based on matters disclosed in a trust accounting or other written report of the Trustee may be subject to a 6-month statute of limitations from the receipt of the trust accounting or other written report. If you have questions, please consult your attorney.

ARTICLE VI - CONTINGENT TRUSTS

A. **Applicability.** With regard to any property which will pass outright to a beneficiary upon the death of either Settlor or upon the termination of a trust created hereunder, if such property is to be distributed to an individual who is under age 25 or who is incapacitated (such person is referred to as the "Ward"), such property shall be held by the Trustee as a separate trust for the benefit of such Ward; provided, however, the provisions of this Article shall not apply to property distributed to the surviving Settlor.

B. **Distributions.** The Trustee shall utilize such amounts of the income and principal of the Ward's trust as the Trustee, in the Trustee's discretion, deems desirable from time to time to provide for the Ward's health, support, maintenance or education, directly and without the interposition of any guardian or conservator.

C. **Termination.** Each trust created by this Article for a Ward who is under age 25 shall terminate when such Ward attains that age. Each trust created by this Article for a person who is incapacitated shall terminate when the Ward of such trust, in the discretion of the Trustee, is no longer incapacitated. Upon the termination of a trust created by this Article, the remaining property of such trust shall be distributed to the Ward of such trust, but if a Ward dies before the termination of such Ward's trust, then upon such Ward's death the remaining property of such trust shall be distributed to such Ward's estate.

ARTICLE VII - MISCELLANEOUS PROVISIONS

A. **Additions To Trust.** The Settlers, or any other person, may at any time, grant, transfer or convey, either by inter vivos transfer or by Will, to the Trustee such additional property as he or she desires to become a part of any trust hereby created and, subject to acceptance by the Trustee, such additional property shall thereafter be held, administered and distributed by the Trustee in accordance with the provisions of this Trust Agreement.

B. **Right To Reside.** The Settlers' principal residence shall be entitled to the homestead tax exemption as provided in Section 689.071(8)(h) of the Florida Land Trust Act, and in that regard, notwithstanding any other provision of this Trust Agreement, the Trustee shall have the power and authority to protect, to conserve, to sell, to lease, to encumber, or otherwise to manage and dispose of the Settlers' principal residence. Furthermore, the Settlers shall have the right to reside on any real property owned by the trust created under Article II during the Settlers' lifetimes and until the death of the last to die of both Settlers. It is the intent of this

provision to preserve in the Settlers the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.031 of the Florida Statutes, so that the Settlers' possessory right constitutes, in all respects, equitable title to real estate as that phrase is used in Section 6, Article 7 of the Constitution of the State of Florida. The Settlers will be entitled to claim any available homestead tax exemption for any real property in the trust created hereunder, and for purposes of that exemption, the Settlers' interest in such property will be deemed an interest in real property and not an interest in personalty. The provisions contained in this Section shall not restrict the Trustee in any way from selling, leasing, or encumbering such property without the Settlers' joinder in any deed or other instrument.

C. **Arbitration of Disputes.** If a dispute arises between or among any of the beneficiaries hereunder and the Trustee, or any combination thereof, such dispute shall be resolved by submitting the dispute to binding arbitration. It is the Settlers' desire that all disputes between such parties be resolved amicably and without the necessity of litigation.

D. **Descendants.** References to "descendant" or "descendants" mean lineal blood descendants of the first, second or any other degree of the ancestor designated; provided, however, that such references shall include, with respect to any provision of this Trust Agreement, descendants who have been conceived at any specific point in time relevant to such provision and who thereafter survive birth; and provided, further, except as hereinafter provided in this Section, an adopted child and such adopted child's lineal descendants by blood or adoption shall be considered under this Trust Agreement as lineal blood descendants of the adopting parent or parents and of anyone who is by blood or adoption a lineal ancestor of the adopting parent or of either of the adopting parents. Notwithstanding any provision in this Trust Agreement to the contrary, any person who is adopted (by anyone other than one of the Settlers) after reaching age 14 and any person who is a lineal descendant (whether by blood or adoption) of such person who is adopted (by anyone other than one of the Settlers) after reaching age 14 shall not be included in the definition of "descendant" or "descendants" and shall not be considered as a lineal blood descendant of the adopting parent or parents.

E. **Spendthrift Provisions.** After the death of the last to die of the Settlers, each trust created by this Trust Agreement shall be a spendthrift trust to the fullest extent allowed by law. Prior to the actual receipt of trust property by any beneficiary, no property (income or principal) distributable under any trust created by this Trust Agreement shall, voluntarily or involuntarily, be subject to anticipation or assignment by any beneficiary, to the claims of a spouse for support or maintenance, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in

satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be void.

F. Incapacitated. A beneficiary (other than one of the Settlers) shall be deemed "incapacitated" if the Trustee, in the Trustee's discretion, determines that such beneficiary lacks the ability, due to a physical or mental condition, to manage his or her own personal and financial affairs. A Settlor or a Trustee shall be deemed "incapacitated" if and for as long as (i) a court of competent jurisdiction has made a finding to that effect, (ii) a guardian or conservator of such Settlor's or such Trustee's person or property has been appointed by a court of competent jurisdiction and is serving as such, or (iii) two physicians (licensed to practice medicine in the state where the Settlor or Trustee is domiciled at the time of the certification, and one of whom shall be board certified in the specialty most closely associated with the cause of the Settlor's or Trustee's incapacity) certify that due to a physical or mental condition such Settlor or Trustee lacks the ability to manage his or her own personal and financial affairs. An incapacitated Settlor or Trustee shall be deemed to have regained capacity if there is a finding to that effect by a court of competent jurisdiction or if two physicians (with the same qualifications described above) certify that such Settlor or Trustee is capable of managing his or her personal and financial affairs.

G. Internal Revenue Code. References to various Sections of the "Code" are to such designated Sections of the Internal Revenue Code of 1986, as amended.

H. Heirs. References to "heirs" are to those persons who would inherit separate personal property from the person designated under the statutes of descent and distribution of the State of Florida, if such person died intestate and single at such time.

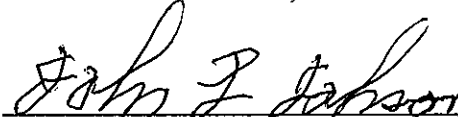
I. Governing Law. The construction, validity and administration of each trust created under this Trust Agreement shall be controlled by the laws of the State of Florida. After the death of the last to die of the Settlers, the Trustee may designate the laws of another jurisdiction as the controlling law with respect to the administration of a particular trust if the primary beneficiary of such trust resides in such designated jurisdiction, in which case the laws of such designated jurisdiction shall apply to such trust as of the date specified in such designation. Any such designation shall be in writing and shall be delivered to each beneficiary of the affected trust.

J. Notice of Trustee Duties. The Trustee hereunder may have duties and responsibilities in addition to those described in this trust agreement. By signing this trust agreement, the Trustee acknowledges that the Trustee will obtain legal advice if necessary to answer questions relating to matters involving this trust agreement.

IN WITNESS WHEREOF, the Settlers and the Co-Trustees have hereunto set their hands as of the date first above written.

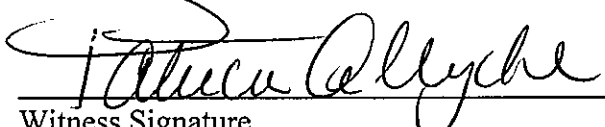

JOHN L. JOHNSON, Settlor


ANNIE P. JOHNSON, Settlor


JOHN L. JOHNSON, Co-Trustee

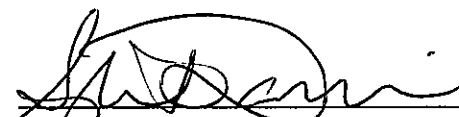

ANNIE P. JOHNSON, Co-Trustee

We, the undersigned witnesses, certify that the foregoing instrument was signed by the settlors in our presence as of the date first above written, and declared by them to be their revocable trust, and such instrument was signed by the Co-Trustees in our presence as of the date first above written, and we, the undersigned witnesses, sign our names hereunto as witnesses at the request and in the presence of the Settlers and the Co-Trustees, and in the presence of each other, on SEPT 25, 2012.


Witness Signature

4785 W. W Hwy 90
Street Address

Lake City, FL 32055
City, State and Zip Code


Witness Signature

4785 W US Hwy 90
Street Address

Lake City FL 32055
City, State and Zip Code

STATE OF FLORIDA

§

§

COUNTY OF COLUMBIA

§

WE, the undersigned, being the Settlor, the Trustees, and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Settlor and the Trustees, in the presence of witnesses, signed the instrument as their revocable trust, that such Settlor and Trustees signed such instrument, that the Settlor and the Trustees signed such instrument willingly, and that each of the witnesses, in the presence of the Settlor and the Trustees and in the presence of each other, signed the revocable trust as a witness.

John L. Johnson

JOHN L. JOHNSON, Settlor and Co-Trustee

Annie P. Johnson

ANNIE P. JOHNSON, Settlor and Co-Trustee

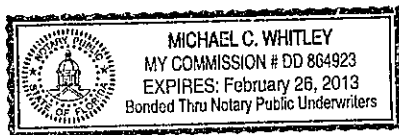
Thomas A. Lyche

Witness Signature

Sybil Davidson

Witness Signature

SUBSCRIBED AND SWORN TO before me by JOHN L. JOHNSON, Settlor and Co-Trustee, who produced a driver's license issued by Florida that contained his photograph and signature as identification thereby proving him to be the person whose name is subscribed to the foregoing instrument as Settlor and as Co-Trustee, by ANNIE P. JOHNSON, Settlor and Co-Trustee, who produced a driver's license issued by Florida that contained her photograph and signature as identification thereby proving her to be the person whose name is subscribed to the foregoing instrument as Settlor and as Co-Trustee, by Thomas A. Lyche, a witness who has produced a driver's license issued by Florida that contained the photograph and signature of such witness as identification, and by Sybil Davidson, a witness who has produced a driver's license issued by Florida that contained the photograph and signature of such witness as identification, on SEPT 25, 2012.



Michael C. Whitley
Notary Public, State of Florida

Notary's printed name: Michael Whitley