# CRAIG S. SCHAPER AND CARRIE A. SCHAPER TRUST AGREEMENT

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# CRAIG S. SCHAPER AND CARRIE A. SCHAPER TRUST AGREEMENT

THIS TRUST AGREEMENT entered into upon the date of execution, by and between CRAIG S. SCHAPER and CARRIE A. SCHAPER, as Grantors, and CRAIG S. SCHAPER and CARRIE A. SCHAPER, as Trustees, with both having the power and authority to act without the joinder and consent of the other.

#### WITNESSETH:

That the Grantors have this day delivered to the Trustee \$10.00 and other property agreed to between the Grantors and the Trustee, and the Trustees acknowledge the receipt thereof, and agree to hold, administer and distribute all of the aforesaid assets (together with all additions thereto and all reinvestments thereof) as the corpus of a Trust Estate in accordance with the terms and provisions herein set out, the Grantors intending hereby, during their lifetime, to create a Revocable Grantor Trust.

#### ARTICLE ONE - DEFINITIONS

- 1.01 As set forth in this Trust Agreement, the term "Trustee" shall include and apply to the then acting Trustee or Co-Trustees, and to their successors as provided in this Trust Agreement.
- 1.02 As set forth in this Trust Agreement, the term "Grantors" shall mean CRAIG S. SCHAPER and CARRIE A. SCHAPER.
- 1.03 The words "issue", "child", "children", "grandchildren", "great-grandchild" and "great-grandchildren" shall include persons who are legally adopted (so long as such adopted person was under the age of eighteen (18) years at the time of their adoption) and the issue of said persons. The words "issue" shall include descendants of all generations. A child in gestation at the time of an event, who is later born alive, is deemed to be "in being", "alive" or "surviving" at the time of such event.
- 1.04 Whenever a personal pronoun is to be used to refer to any of the parties described above, either the masculine or the neuter form of said pronoun may be used, even though the person to whom it applies is a female. When the context so requires, the masculine, feminine and neuter genders shall be used interchangeably and where required by the sense hereof the singular shall include the plural and vice versa.
- 1.05 Unless otherwise specified, all references in this Trust instrument to Section and Chapter numbers are to those of the United States Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States (federal) tax laws or codes applicable to the Grantors' estate.

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#### ARTICLE TWO - AMENDMENT OR REVOCATION

- 2.01 Reservation of Power. The Grantors expressly reserve the right, at any time and from time to time, during the Grantors' joint lifetime, by instrument in writing delivered to the Trustee to alter, amend, or revoke this Agreement, either in whole or in part, provided, however, that if altered or amended, the responsibilities of the Trustee shall not be substantially changed without the Trustee's consent. In the event of the incapacity of one Grantor, then the remaining Grantor shall have the right to amend the Trust as they deem necessary for the mutual benefit of the Grantors. In the event of the death of one Grantor, then the surviving Grantor shall have the right to amend or revoke the Trust. In case of revocation, the insurance policies, securities, and property held in Trust hereunder, or that part thereof as to which the Agreement may be revoked, shall be delivered by the Trustee to the Grantors or in accordance with the Grantors' written directions.
- 2.02 <u>Effectiveness.</u> Such instrument or amendment or revocation shall be effective immediately upon its proper execution by the Grantors, however, until a copy has been received by a Trustee, that Trustee shall not incur any responsibility or liability either for failing to act in accordance with the provisions of this Trust Agreement without regard to such instrument of amendment or revocation.
- 2.03 <u>Powers not Transferrable.</u> All of the Grantors' reserved powers under this Agreement, including the right to direct any and all Trustee actions (as provided herein), are personal to each Grantor and shall not accrue to any other person (whether as agent, attorney-in-fact, or otherwise) or to any guardian appointed for the Grantors nor shall they extend to the Grantors' estate or legal representative or any beneficiary mentioned herein.

#### ARTICLE THREE - GRANTORS' LIFETIME

During the Grantors' lifetimes, the dispositive provisions of the original Trust hereunder shall be as follows:

- 3.01 <u>Income</u>. The Trustee shall hold, manage and control the property comprising the Trust Estate, collect the income therefrom, and shall disburse, pay, or apply, all the net income therefrom in quarterly or other convenient installments, to the Grantors during the Grantors' life, or to such person or persons and in such proportions as the Grantors may from time to time direct.
- 3.02 <u>Additions.</u> Either the Grantors or any other persons, upon receiving permission from the Trustee, may at any time and from time to time, add property to the Trust Estate, including, without limitation, the proceeds of life insurance made payable to the Trustee.
- 3.03 <u>Corpus.</u> In addition to the net income, the Trustee is authorized in its sole and absolute discretion at any time and from time to time to pay or apply from the corpus of the Trust, even to the point of completely exhausting the same, such amounts as it may deem advisable to provide adequately and properly for the support, maintenance, welfare and comfort of the Grantors.

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- 3.04 Tenancy by the Entireties. Individually owned property and jointly owned property of the Grantors may be delivered to the Trust. All property transferred or titled into this Trust shall be considered as jointly owned by the Grantors as Tenants by the Entireties during their joint lifetime, and the beneficial interest of each Grantor in the Trust shall also be considered as owned as Tenants by the Entireties. Notwithstanding any provision hereof or treatment of this Trust to the contrary, this Agreement shall be interpreted and construed in such a manner as to qualify all property in said Trust as Tenancy by the Entireties property for all purposes, and the Grantors and Trustees hereof shall conduct themselves in accordance with this provision.
- 3.05 Incapacity. If a Grantor becomes incapacitated, as determined under Section 9.02 hereunder, and for as long as the incapacity continues, the Trustee shall pay to or apply for the benefit of the Grantors and/or the Grantors' dependents such amounts from the income or principal of the Trust estate as the Trustee in its sole and absolute discretion deems appropriate for the care, support, comfort, maintenance, and general welfare of the Grantors or of the Grantors' dependents, taking into consideration the standard of living to which the Grantors and the Grantors' dependents are presently accustomed. Such payments shall include, but are not limited to, direct payments to any landlord, caretaker, hospital, or nursing home; for services rendered in connection with any medical or dental care; for any and all bills for services rendered in furnishing food, clothing, transportation, educational expenses, legal services, or any other services needed or required, upon proper substantiation by those performing the services; and for preparation of returns and payment of any and all taxes which the Grantors and the Grantors' dependents may be obligated to pay under the provisions of any applicable state or federal law.

During any period of time that a Grantor is incapacitated (as defined in Article Nine), unless and until a court of competent jurisdiction determines otherwise, any attempt by the Grantor to exercise the reserved rights of revocation, amendment, withdrawal of assets, control over Trustees, or the like shall be void and without effect, this Trust being, during that period of time, irrevocable, and not capable of amendment by the Grantor.

Furthermore, during any such period, the Trustee, in such Trustee's sole judgement and without liability, is specifically directed to make such distributions to the Grantors or to any one or more of the Grantors' attorneys-in-fact from the Trust properties as are necessary to carry out any plan or pattern of family and/or charitable gifts which have theretofore been established or clearly contemplated by the Grantors, including the making of additions to any then existing Trust or Trusts; provided that no such Trustee shall receive any direct or indirect financial benefit within the meaning of Section 2041 of the Internal Revenue Code.

3.06 <u>Use and Enjoyment of Trust Owned Real Property.</u> The Grantors reserve for the benefit of the Grantors, and any dependent children of the Grantors, all right to the use, possession, and enjoyment of any real property that may at any time be placed in this Trust and that could be occupied by the Grantors as a permanent lifetime residence, or otherwise. It is the intent of this provision to retain for the Grantors equitable title to any homestead real property placed in this Trust, such "equitable title" representing any requisite beneficial interest and possessory right in and to said real property in compliance with Florida Statute Section 196.041 and Section 6, Article VII of the

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Constitution of the State of Florida. Such use, possession and enjoyment shall be without rent or other financial obligation. Notwithstanding anything herein to the contrary, the Grantors' interest in any such "homestead" property shall be deemed an interest in real property, not personalty, where the Grantors have established permanent residence pursuant to this provision with respect to any real property placed in this Trust. If the homestead laws of the State of Florida apply, or appear to apply, to cause a disposition of such property in a manner not contemplated under the Grantors' estate plan, then the Trustee shall have discretion to take such actions as are deemed appropriate by the Trustee in order to compensate from such deviation from the Grantors' estate plan.

3.07 <u>Lifetime Gifts.</u> The Grantors intend that all transfers (other than sales or exchanges made for full and adequate consideration in money or money's worth or distributions for the direct benefit of the Grantors) made from the assets of the original Trust hereunder during the Grantors' lifetime be first distributed to the Grantors and then transferred by the Grantors (or the Grantors' attorneys-in-fact) to the transferees involved. In each instance of a gift transfer directly from the name of the Trust into the name of the transferee to avoid the expense and delay of multiple retitling, such transfer is intended to be and shall be treated for all purposes as first a distribution of the property to the Grantors followed by a gift transfer of the property to the donee by the Grantors as donors, acting individually or through one or more attorneys-in-fact.

#### ARTICLE FOUR - DISPOSITION AFTER GRANTORS' DEATH

Upon the death of a Grantor, the Trust Estate (including assets added to the Trust estate pursuant to the Grantors' Wills, by contract, by operation of law, or otherwise) shall be administered and distributed in the following manner:

4.01 <u>First Grantor's Death.</u> Upon the death of the first Grantor/Trustee, the surviving Grantor/Trustee shall hold all Trust assets for the benefit of the surviving Grantor/Trustee as though the surviving Grantor/Trustee was a joint tenant with right of survivorship. Said power shall be full and complete and without approval of any court of law, heir-at-law or otherwise. It shall be understood that the sole surviving Grantor/Trustee shall be the sole Trustee and sole owner of all Trust assets.

#### 4.02 Coordination with Grantor's Probate Estate.

(a) Upon the death of a Grantor, the Trustee shall pay, either directly or to the Grantor's personal representative for payment by the estate, such portions or all of the costs and expenses of the Grantor's funeral, preceding illness, and administration of the Grantor's estate as the Trustee deems appropriate. In addition, the Trustee shall pay either directly or to such Grantor's personal representative, such costs as are properly requested by the personal representative in writing and as are required to pay debts and other expenses associated with the Grantor's estate. The Trustee shall also pay, as soon as practicable and upon request, either directly or to the Grantor's personal representative, such portions or all of the estate, inheritance, transfer, legacy, succession, or death taxes (plus all interest and penalties) payable by reason of the Grantor's death, including such taxes on assets included in the Grantor's estate for tax purposes but passing outside this Agreement, as the

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Grantor's personal representative certifies to the Trustee in writing. All of such costs and expenses shall be paid from the principal of the Trust estate includable in the Grantor's gross estate for federal estate tax purposes without apportionment as an expense of administration and shall first be paid from such principal of the Trust as is not qualified for the Federal Estate Tax Marital Deduction.

- (b) The Trustee may, without regard to whether it may also be serving at such time as personal representative of the Grantor's estate, purchase on behalf of this Trust estate any property belonging to the Grantor's estate, or make loans or advancements, secured or unsecured, to the personal representative thereof in order to provide funds with which to pay any other claim or indebtedness of the Grantor's estate not specifically described in this Article. Any such purchases, loans and advancements shall be made upon such terms and conditions as the Trustee, in its sole and absolute judgment and discretion, shall deem appropriate; provided, however, that any such purchase of assets shall be for an adequate consideration. The Trustee shall not be liable for any loss to the Trust estate by reason of acting in accordance with this article, except only for its own gross neglect or willful misconduct.
- (c) In the administration of each Trust hereunder, the Trustee shall exercise all tax related elections, options, discretions, and choices which the Trustee has in such manner as it, in its sole but reasonable discretion, believes will achieve the overall minimum and total combined present and reasonably anticipated future administrative expense and tax burdens of all kinds. The Trustee shall not be accountable to any person interested in any Trust or in the Grantor's estate for the manner in which, in good faith, it carries out this direction to minimize overall taxes and expenses and there shall in no event be any compensation readjustments or reimbursements between any of the Trusts hereunder by reason of the manner in which the Trustee best carries out said direction.
- (d) If any tangible property held in the Trust at the time of the Grantor's death is specifically referred to by the provisions of the Grantor's Last Will and Testament (including any Codicil thereto) (or what such Trustee in good faith believes to be such Will and Codicil), or by a dated writing referred to in said Will and executed pursuant to Florida Statute 732.515, then the Trustee shall distribute said property to the listed beneficiaries without processing such articles through probate.
- 4.03 <u>Distribution Upon Surviving Grantors' Death.</u> Upon the death of the last surviving Grantor, and after payment of all debts and expenses as described above, the remainder of the Trust Estate shall be distributed as follows:
- (a) FIFTY PERCENT (50%) thereof to CRAIG S. SCHAPER's daughter, TAYLOR A. SCHAPER; provided that if TAYLOR A. SCHAPER is not then living, then such share of Trust assets shall be distributed in equal shares to TAYLOR A. SCHAPER's issue, per stirpes, and if none, then this devise shall lapse.
- (b) The Trustee shall distribute th rest residue and remaining Trust assets in equal shares to CARRIE A. SCHAPER's then surviving nieces and nephews.

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## ARTICLE FIVE - BENEFICIARIES UNDER THE AGE OF TWENTY-FIVE

<u>Provision.</u> In the event that pursuant to the terms of this Trust, a beneficiary under the age of twenty-five (25) is to receive proceeds from this Trust or any Trust established hereunder, then the Trustee shall deliver such proceeds for the benefit of that beneficiary to the Trustees appointed under Section 7.02, to be held as a separate Trust under the following terms and conditions:

- 5.02 <u>Management.</u> The Trustee appointed in Section 7.02 shall hold and manage the property comprising the Trust Estate, collect the income therefrom, and shall be entitled to hold the same as part of an undivided fund for the purposes of management and investment, shall collect the income therefrom, and shall disburse the net income derived therefrom and the corpus thereof for the sole benefit of such beneficiary upon the following terms:
- (a) Until said beneficiary shall attain the age of twenty-five (25), the Trustee may distribute to said beneficiary or apply for said beneficiary's benefit, so much of the income and principal of the Trust Estate at such time or times and in such amounts and manner as the Trustee in its sole discretion shall determine necessary to provide such beneficiary with expenses of health, education, support or maintenance. This includes maintenance and health in reasonable comfort, support in such beneficiary's accustomed manner of living, education, including college and professional education, and medical, dental, hospital and nursing expenses and expenses of invalidism. Any income which the Trustee shall decide not to distribute may be accumulated as income or may be added to the principal of the Trust as the Trustee shall deem best.
- (b) When the respective beneficiary hereunder shall attain (or has upon the date he or she is to receive proceeds from his or her Trust attained) each of the following ages, the Trustee shall distribute to such beneficiary the following percentages of that beneficiary's Trust principal then remaining:

Age	Percentage
25	100%

provided, however, that any beneficiary within thirty (30) days after he or she attains the age of twenty-five (25), shall have the right to direct the Trustee to continue the Trust until such age as the beneficiary may designate. In such event, the Trust income earned after the beneficiary attains age twenty-five (25) shall be paid to him, and when he shall attain the specified age, the Trust shall terminate and all Trust property then remaining shall be distributed to him outright. Until the time of such distribution, the Trustee shall also pay to such beneficiary, so much of the principal of the Trust Estate as the Trustee in its sole discretion shall determine necessary to provide such beneficiary with expenses of health, education, support or maintenance. This includes maintenance and health in reasonable comfort, support in such beneficiary's accustomed manner of living, education, including college and professional education, and medical, dental, hospital and nursing expenses and expenses of invalidism.

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- (c) Should the beneficiary die before attaining the age of twenty-five (25), then the Trust held for that beneficiary shall terminate and all Trust Properties then held by the Trustee, including any accrued but undistributed income, shall be paid over and distributed to such person, persons, or other entities, including the beneficiary's own estate, in such amounts and in such manner as the said beneficiary may appoint by his or her Last Will and Testament duly admitted to probate by a court of competent jurisdiction, providing that this power of appointment is specifically referred to by the terms of the Will. Should the beneficiary die before attaining the age of twenty-five (25), and fail to validly exercise the general testamentary power of appointment herein conferred upon him, then and in such event, the Trustee shall pay over and distribute all Trust assets in equal shares to the lineal descendants of said beneficiary per stirpes, provided, however, that if such beneficiary should die without leaving lineal descendants, then the share that would have been that beneficiary's shall be distributed as set forth in Section 4.03.
- (d) Notwithstanding the ages and separate shares for beneficiaries set forth above, the Trustee shall have discretion to alter the ages for distribution as to a beneficiary if deemed appropriate by the Trustee in the Trustee's reasonable discretion, based upon special circumstances of the beneficiary as approved by a court of competent jurisdiction. The Trustee may rely upon the advice of personal counselors, accountants, attorneys, and other professional advisors with respect to the position taken on such decisions.
- 5.03 <u>Trustees.</u> The Trustee of any Trust established under this Article shall be the Trustee or Co-Trustees appointed under Section 7.02 of this Trust Agreement.

#### ARTICLE SIX - TRUSTEE POWERS

- 6.01 General Grant of Power. The Grantors hereby grant to the Trustee of this Trust and any Trust created hereunder, the continuing, absolute, discretionary power to deal with any property, real or personal, held in Trust, as freely as the Grantors might in handling the Grantors' own affairs. Such power may be exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of any of its actions.
- 6.02 <u>Specific Power.</u> Without in any way limiting the generality of the foregoing, the Grantors hereby grants to the Trustee hereunder, the following specific powers and authority in addition to and not in substitution of powers conferred by law and the statutes of the State of Florida:
- (a) To compromise, settle or adjust any claim or demand by or against the Trust estate and to agree to any rescission or modification of any contract or agreement.
- (b) To retain the original assets it receives or assets in Trust at the time it begins serving as Trustee, and any additions thereto, so long as such retention appears advisable, and to exchange any such security or property for other securities or properties and to retain such assets received in exchange.

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- (c) To buy, sell, exchange, lease, assign, transfer and convey any securities or properties, real or personal, held in the Trust estate, at public or private sale, at such time and price and upon such terms and conditions as it may determine.
- (d) To invest and reinvest in all forms of real estate or any interests therein and including, but not exclusive of, such stocks, bonds and other securities and obligations, undivided interests, interests in investment Trusts, legal and discretionary common Trust funds, mutual funds, leases, certificates of deposit, passbook savings accounts and property, whether such property is inside or outside of the Grantors' domicile, all without diversification as to kind or amount, without being restricted in any way by any statute or court decisions (now or hereafter existing) regulating or limiting investments by fiduciaries.
- (e) To lease any real estate for such term or terms, and upon such conditions and rentals, and in such manner as it may deem advisable (with or without privilege of purchase), and any lease so made shall be valid and binding for the full term thereof even though same shall extend beyond the duration of the Trust. To make repairs, replacements and improvements, structural or otherwise, to any such real estate, to dedicate same to public use and to grant easements as it may deem proper. To have the power and authority either to protect, conserve, and to sell, or to lease or to encumber, or otherwise manage and dispose of real property held in the name of the Trustee hereunder.
- (f) To vote, sell or exercise any rights and options issued on any securities or other assets held in the Trust estate.
- (g) To vote in person or by proxy any stock or securities held, and to grant such proxies and powers of attorney to such person or persons as it may deem proper, and to enter into voting Trusts or other agreements or subscriptions that Trustee deems advisable.
- (h) To consent to and participate in any plan for the liquidation, reorganization, consolidation or merger of any enterprise, any security or other interest of which is held.
- (i) To borrow from any source and upon such terms and conditions as it may determine and to mortgage and pledge Trust assets as security for the repayment thereof.
- (j) To employ accountants, attorneys, and such agents as it may deem advisable without liability for any act of those persons; to pay reasonable compensation for their services and to charge same to (or apportion same between) income and principal as it may deem proper.
- (k) With regard to all policies of insurance, the Trustee is specifically authorized and empowered:
- (1) To execute and deliver receipts and other instruments and to take such actions as may be appropriate to obtain possession and control of such policies.

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- (2) To execute and file proofs of claim required to collect the proceeds thereof and the receipt of the Trustee shall constitute full acquittance to insurance companies for all proceeds so paid; provided, however, that the Trustee shall be under no obligation to institute legal proceedings for the collection of proceeds of any policy and until and unless it has been indemnified to its satisfaction for all costs and expenses, including attorney's fees.
- (3) To elect, in its discretion, any optional modes of settlement available to it under said policies.
- (4) To receive insurance proceeds and to administer and distribute same as principal in accordance with the dispositive provisions of this Trust; and in connection therewith to divide, apportion and distribute said proceeds between the Trust created hereunder, if any, including the power to make tentative allocations between said Trusts and subsequently adjust same.
- (5) To use the proceeds of insurance policies in the purchase from Grantors' estates of such assets as the Trustee deems advisable without being limited to assets authorized by law for the investment of Trust funds.

However, during the Grantors' life, the Trustee shall be under no duty to pay premiums or other charges related to life insurance or to keep itself informed with respect to such payments, or to take any other action to keep said policies in force.

- (l) Any individual in office as a Trustee hereunder may at any time, by instrument signed and acknowledged by him and delivered to his co-Trustee or co-Trustees, if any, delegate, or revoke the prior delegation of, any one or more of his powers or authorities as such Trustee, whether or not discretionary, to any one or more individuals irrespective of whether such individuals, are then serving as Trustee.
- To carry on, direct, control, supervise, manage, develop, operate or participate (m) in any business, incorporated or unincorporated, any interest in which shall at any time be held as part of the Trust, for such period of time and upon such terms as the Trustee may deem advisable. and to form one or more corporations, partnerships or other types of business organizations under the laws of any state or country for the purposes of carrying on, directing, controlling, supervising, managing, developing, operating or participating in any such business and to transfer all or any part of the assets of any such business to one or more of such organizations; to act as or to select other persons to act as directors, officers or other employees of any such business; to determine the manner and degree of active participation by the Trustee in the management of any such business and to that end to delegate all or any of the powers, authorities and discretions conferred herein to such persons as may be deemed advisable, including, without limitation, to any director, officer or employee of such business; to vote to engage, compensate and discharge such managers, employees, agents, attorneys, accountants, consultants, advisers or other representative of any such business or corporation as may be deemed advisable, including, without limitation, any Trustee hereunder or an officer or employee of any corporate Trustee hereunder or any person who is a beneficiary hereunder and to pay such compensation (including reasonable compensation to any Trustee hereunder) from

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such business; to lend to any such business or to utilize any property held hereunder as collateral for loans; to enlarge, diminish or change the scope or nature of the activities of any such business; and to sell, transfer, dissolve or liquidate, wholly or partially, all or any portion of any such business at any time or times and upon such terms and conditions as may be deemed advisable.

- (n) To settle or compromise at any time any and all claims against a Grantor's estate or any Trust created hereunder which may be asserted by any federal, state, or local agency or private party involving the alleged violation of any federal, state, or local law, rule, or regulation affecting property held in the Grantors' estate or in any Trust created herein.
- To appoint a person or qualified corporation at any time to act as Special (o) Trustee for the administration of property with respect to which the primary Trustees shall make the determination, in their sole discretion, that they are not eligible to act, cannot administer in a practicable manner, or choose not to act or administer any particular asset for any reason. The appointment of any such Special Trustee shall be evidenced by an instrument in writing signed by the primary Trustee and acknowledged in the same manner as deeds to real estate are required to be acknowledged by the laws of the state in which the Trust assets to be administered by the Special Trustee are then located, and such instrument shall be delivered to the Special Trustee and the copy shall be filed with the records pertaining to the Trust property involved. The primary Trustees may at any time revoke such appointment, such revocation being made in the same manner as the appointment of the Special Trustee. So long as any such appointment is in effect, any power or authority hereunder which would be exercisable by the primary Trustees with respect to the assets to be administered by the Special Trustees, if the primary Trustees where subject to no restrictions or limitation with respect to the administration of such assets, may be exercised by the Special Trustee and any action may be taken by the Special Trustee with the same force and effect as if the primary Trustees had themselves taken such action. The Special Trustees may be permitted to act without bond or security and shall not account to any court. The Special Trustee may receive and retain customary and reasonable compensation for services in such capacity in addition to the compensation to which the primary Trustees are entitled under this Agreement.
- (p) To expend whatever funds it deems proper for the evaluation, preservation, maintenance, or improvement of assets; including costs of environmental studies, surveys, or clean up efforts with respect to any real property held in Trust.
- (q) To hold and register any assets in its own as a nominee without disclosing the fiduciary relationship or to hold the property unregistered, without increasing or decreasing its liability.
- (r) To make elections under state laws or under the Internal Revenue Code, including selecting taxable years and dates of distributions, without being required to make equitable adjustments among affected beneficiaries.
- (s) Generally, to exercise in respect of any property any power which an absolute owner of such property would have.

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- (t) To divide any trust into separate shares or separate trusts if the Trustee reasonably deems it appropriate and the division is consistent with the Grantors' intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.
- (u) No Successor Trustee hereunder shall have any duty or responsibility to audit or review the actions or accountings of its predecessor Trustees, each Successor Trustee hereunder being expressly relieved from any and all liability or responsibility for the actions or failure to act of any such predecessor.
- (v) Prior to delivering Trust assets to a Successor Trustee or to making any partial or complete distribution of principal hereunder (other than a distribution which is made in the exercise of the Trustee's discretion and does not terminate the Trust) the Trustees may require an approval of the Trustee's accounts and a release and discharge from all beneficiaries having an interest in the distribution, or may require court settlement of such accounts. All of the Trustee's fees and expenses (including attorney's fees) attributable to court approval of such accounts shall be paid by the Trust involved to the extent that the accounts are approved.
- 6.03 <u>Investments.</u> With reference to the Trust Estate created herein and every part thereof, the Trustee shall have the following rights and powers without limitation and in addition to the powers conferred by law:
- Estate in bonds, and any other securities, properties or assets as it may determine (including units in any established common Trust fund as the case may be), irrespective of whether or not such securities, properties or assets are eligible investments for fiduciaries under any applicable law or statute. The Trustee shall have full and complete independent power and authority to sell, assign, transfer and convey any security, property or asset held in the Trust Estate at such time and price and upon such terms and conditions, including terms of credit, as it may determine.
- (b) To employ any investment management service, financial institution, or similar organization to advise Trustee and to handle all investments of the Trust and render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustee for which this service was furnished is not corporate, these costs may be paid as an expense of administration in addition to fees and commissions.
- (c) The Trustee is authorized to vote through its officers, employees or agents, in person or by general, limited or discretionary proxy, with respect to any investment that may be owned by the Trust, or consent for any purpose in respect of any stocks, securities or properties constituting assets of the Trust; to exercise or sell any rights of subscription or other rights in respect thereof; and to take any other action it may deem prudent with regard to any reorganization, merger, consolidation, bankruptcy or other proceeding affecting any stock, bond, note or other security.

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- (d) Any Trustee who is a corporate Trustee is authorized to retain as part of the Trust estate any stock representing shares in the corporate Trustee, its parent, subsidiaries, or other associated organizations.
  - (e) All investments may be held in the name of a nominee or in bearer form.
- 6.04 <u>Authorized Signatures.</u> The Trustee shall have the power to designate the authorized signatures on accounts with banks and savings and loan associations, whether such signatories be a Trustee or not and all institutions relying on such signatures are exonerated from any loss, claim or liability. Accordingly, one of two or more Trustee(s) as well as nonfiduciary parties may be authorized signatories.

#### ARTICLE SEVEN - SUCCESSOR TRUSTEE

- 7.01 <u>Resignation or Incapacity.</u> In the event of the resignation or incapacity of either of the original Grantors/Trustees, the remaining original Grantor/Trustee shall serve as sole Trustee hereunder. In the event of the resignation or incapacity of both of the Grantors/Trustees during their lifetime, then CRAIG S. SCHAPER's brother, ALEXANDER SCHAPER, shall serve as Trustee; provided that if ALEXANDER SCHAPER is unable or unwilling to serve, then the Grantors' sisterin-law, DONNA SCHAPER, shall serve as Trustee.
- 7.02 <u>Death.</u> Upon the death of either of the original Grantors/Trustees, then the remaining original Grantor/Trustee shall serve as sole Trustee hereunder. Upon the death of the surviving Grantor/Trustee, then CRAIG S. SCHAPER's brother, ALEXANDER SCHAPER, shall serve as Trustee; provided that if ALEXANDER SCHAPER is unable or unwilling to serve, then the Grantors' sister-in-law, DONNA SCHAPER, shall serve as Trustee.
- 7.03 <u>Individuals May Appoint Licensed Co-Trustees.</u> Any individual serving as Trustee may appoint a licensed trust company to serve as a Co-Trustee or as a custodian with respect to any publicly traded stocks and bonds, money, or other readily tradable assets to facilitate safekeeping and proper accounting for such assets.

Any individual appointed and serving as a Trustee or Co-Trustee under this Agreement shall have the power and authority to appoint an alternate Successor or acting licensed trust company to replace any then acting licensed trust company.

CRAIG S. SCHAPER AND CARRIE A. SCHAPER TRUST AGREEMENT

- 7.04 Alternates. In the event a vacancy occurs in the office of Trustee of this Trust, then the Successor Trustee shall be the individual whom the Grantors, if then living, shall appoint by instrument in writing delivered to the predecessor Trustee and to the Successor Trustee. If the Grantors are not then living or should the Grantors and this document for any reason fail to appoint a Successor Trustee, then the persons who have reached majority age who are then income beneficiaries of such Trust shall appoint a Successor Trustee by written instrument to the retiring Trustee and the Trustee being appointed. Should they fail or refuse to appoint such Successor, then the Florida Court having jurisdiction over such Trust upon application of any person interested in such Trust or upon application of the retiring Trustee shall appoint the Successor Trustee. The Successor Trustee appointed by such court, surviving spouse, or beneficiaries shall be a bank or Trust company with Trust power.
- 7.05 <u>Waiver of Bond.</u> Any successor or substitute Trustee named herein shall serve without bond. Except as otherwise expressly indicated in this instrument, each successor or substitute Trustee shall have all the powers, rights, discretions, obligations, and immunities given in this instrument to the original Trustee. Successor Trustees shall not be liable for the acts or omissions of predecessor Trustees.
- 7.06 <u>Resignation.</u> The Trustee, or any Trustee appointed for any Trust herein may resign at any time by giving thirty (30) days written notice to that effect to all adult beneficiaries then receiving income hereunder. The Trustee shall have the right to resign at any time it believes there is or may be a conflict between it and its fiduciary capacity and in its individual capacity because of potential claims or liabilities which might be asserted against this Trust created because of the type or condition of the assets held in this Trust.
- 7.07 Transfer of Trust Assets. Promptly after receiving notice of the appointment of a Successor Trustee, the resigning Trustee hereunder shall render its final accounting and shall transfer and deliver to such Successor Trustee all Trust assets then held by it, whereupon it shall have full and complete acquittance of all assets so delivered and shall have no further duties hereunder; provided, however, that nothing herein shall prevent any Trustee at any time from filing a judicial statement and accounting with a court of competent jurisdiction.

# ARTICLE EIGHT - THIRD PARTY RELIANCE

Banking institutions, savings and loan institutions and stock brokerage firms and stock transfer agents, as well as other third persons, are authorized to rely upon the provisions of this Trust Agreement and are exonerated from any loss, claim or liability in relying upon said instrument and its provisions. Parties dealing with the Trustee and Successor Trustee named hereunder are not required to investigate or determine their authority, or the validity, or the advisability of the transactions, or to see to the proper exercise of powers, or to follow the disposition of monies and/or proper delivery, to the Trustee or Successor Trustee hereunder.

CRAIG S. SCHAPER AND CARRIE A. SCHAPER TRUST AGREEMENT

There is only one (1) signed original of this Trust. Anyone may rely on a copy of said document as certified by the Grantors or any of the Trustees whose oath is then taken by a notary public or other official having similar notarial powers to be a true copy of said signed original (and of the amendments or other writings, if any, endorsed on or attached thereto) to the same effect as if said copy were said signed original. Anyone may rely upon any statement of fact certified by anyone who appears from the original document or a certified copy thereof to be a Trustee hereunder.

#### ARTICLE NINE - ADMINISTRATIVE PROVISIONS

- 9.01 <u>Distributions to Minors or Incapacitateds.</u> If at any time any beneficiary entitled to receive income or principal from this Trust or any Trust created hereunder shall be a minor or an incapacitated person or a person whom the Trustee deems unable, wisely or properly, to handle funds if paid to him or her directly, the Trustee may make any such payments, in the Trustee's discretion, in any one or more, or any combination of the following ways:
  - (a) Directly to such beneficiary.
- (b) To the natural guardian or the legally appointed guardian, conservator or other fiduciary of the person or estate of such beneficiary.
  - (c) To any person or organization furnishing support for such beneficiary.
- (d) By the Trustee retaining the principal and making expenditures directly for the support of such beneficiary.

The Trustee shall not be required to see to the application of any funds so paid or applied, and the receipt of such payee if disbursed for such purpose in the best judgment of the Trustee shall be in full acquittance to the Trustee. The decision of the Trustee as to the direct payments of application of funds in the manner herein prescribed shall be conclusive and binding upon all parties in interest if made in good faith. Notwithstanding any provision in this Section to the contrary, this Section shall not apply to any Trust or arrangement that could otherwise qualify for the federal estate tax marital deduction as qualified terminable interest property, regardless of whether an election is made by the personal representative or otherwise, the intent hereof being not to forego the federal marital deduction qualification of any Q-Tip Trust or equivalent arrangement.

The Trustee may, in its sole and absolute discretion, require such reports and take such steps as it may deem requisite to assure and enforce the due application of such money to the purposes aforesaid.

CRAIG S. SCHAPER AND CARRIE A. SCHAPER TRUST AGREEMENT

9.02 <u>Establishing Incapacity.</u> In establishing the inability of a Trustee to act or continue to act hereunder, the statements of two (2) licensed Medical Doctors or Doctors of Osteopathy shall be sufficient to establish such incapacity and third persons are protected in relying upon such statements without any further act or notice. No further act on the part of any party or of any court shall be necessary to vest in the Successor Trustee the fiduciary powers and duties in the supervision and management of this Trust. For purposes of determining the incapacity of the Grantor under this Section, the Grantor waives compliance with HIPAA privacy rules.

Such incapacity shall be deemed to continue until such statements have become inapplicable or have been revoked. Any physician's statement may be revoked by a similar statement to the effect that the person is no longer thus incapacitated executed either by the originally certifying physician or by two (2) other licensed, unrelated Medical Doctors or Doctors of Osteopathy. In the event that incapacity has been established under Court Order, such incapacity shall be deemed to continue until such Court Order has become inapplicable or has been revoked.

- 9.03 <u>Power of Appointment.</u> As the Grantors do not intend that any taxable gift be deemed made by reason of disability, it is expressly provided, that notwithstanding the foregoing, the Grantors, or the survivor thereof, shall at all times have the power to appoint to any person, designated in any way in this Agreement as a vested or contingent beneficiary, any and all assets contained in this Trust at the time of the Grantors' death, to the extent said power is exercised in the Grantors' Will (or valid Codicil thereto) duly proved for probate.
- 9.04 <u>Limitations on Duration of Trust.</u> Anything to the contrary notwithstanding, no non-charitable Trust created hereunder shall continue beyond the greater of: three hundred sixty (360) years after the surviving Grantor's death; or such other period of time as prescribed by applicable state law. Upon the expiration of such period, all Trusts shall terminate and the assets thereof shall be distributed outright to those beneficiaries (and in the same proportions) as are then receiving the income therefrom.
- 9.05 Spendthrift Provision. No beneficiary of the income or any principal of any Trust created hereunder shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber his or her interest in the Trust, in any way; nor shall any such interest in any manner be liable for or subject to the debts, liabilities or obligations of such beneficiary or claims of any sort against such beneficiary (including claims for alimony, child support, or other claims of a family nature), except that this provision shall not apply to and shall have no effect on the Grantor hereof. Further, this shall not prohibit a disclaimer or release by a beneficiary of their interest in any Trust created hereunder if the result thereof will be to benefit other beneficiaries described under this Agreement as opposed to any creditor or other third party not contemplated as a beneficiary under this Trust Agreement.
- 9.06 <u>Trustees as Attorneys-in-Fact.</u> The Grantors hereby appoints each of the Trustees at any time while so acting hereunder as the Grantors' true and lawful attorneys-in-fact, acting together or any one of them acting alone, and the Grantors authorizes and empowers each said attorney-in-fact for and in the Grantors' name, place, and stead:

CRAIG S. SCHAPER AND CARRIE A. SCHAPER TRUST AGREEMENT

- (a) To make, verify, sign and file all tax returns of any kind, and any related claims, forms, or petitions with respect to all tax matters of all kinds and for all periods, and to represent the Grantors in any and all proceedings before any taxing authority;
- (b) To make any and all kinds of gift or other transfers in the Grantors' behalf during the life of the Grantors to the extent described in Article Three of this Trust Agreement; and

Such power of attorney shall supersede and extinguish any and all other powers of attorney for any and all of the foregoing purposes, and shall not be affected by any disability, incompetence, or incapacity of the Grantors nor by lapse of time and such power of attorney may be revoked only by the Grantors' amendment or revocation of this Agreement in the manner provided in Article Two of this Trust Agreement.

- 9.07 Additions to Trust. Before accepting any contributions of property to this Trust, the Trustee shall be entitled, in its sole discretion, without cause to the fiduciary, and as a pre-requisite to accepting any such contribution to this Trust, to require evidence satisfactory to the Trustee that the property is not contaminated by any hazardous or toxic materials or substances; and the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge or any hazardous or toxic materials or substances.
- 9.08 <u>Coordination of Trusts.</u> If, after the Grantors' death, the dispositive provisions and the provisions setting forth the powers and duties of the Trustee in this Agreement of Trust are determined by the Trustee in the exercise of its discretion to be the same as such provisions of any other Trust established by the Grantors, and such other Trust is irrevocable (whether from its inception or due to the death of the Grantors) the Trustee, under this Agreement of Trust may, in its discretion, take distribution from, or make distribution of the assets of any Trust hereunder to, the Trustee of such other irrevocable trust established by the Grantors, in order to merge such Trusts for purposes of administrative convenience.
- 9.09 Trustee Liability Limitations. No Trustee named in this instrument, or subsequently appointed or elected by the beneficiaries herein shall be liable for the act, default, or misconduct of any other Trustee. No such Trustee shall be liable for any loss or depreciation occasioned by the purchase or retention of any securities or property purchased, gifted, or retained on behalf of the Trust, provided it shall have acted in good faith in such purchase or retention, and in no event shall the Trustee be liable for any error in judgment or for anything done or omitted to be done pursuant to the powers herein given except for its own willful misconduct in bad faith. No Trustee shall be liable for the acts or omissions of any agent, attorney, accountant, or depository selected with reasonable care, or for allowing funds or property to be kept in the custody or control of an agent, attorney, accountant, or depository selected with reasonable care, nor shall the Trustee have any duty to take action or obtain redress for breach of trust. No individual serving as Trustee shall be liable or responsible for any act or omission except to the extent that such act or omission is based upon gross negligence or willful bad acts of such Trustee, and any such Trustee shall be indemnified and held harmless for any expenses relating to any action with respect to this Trust.

CRAIG S. SCHAPER AND CARRIE A. SCHAPER TRUST AGREEMENT

- 9.10 <u>Administrative Services.</u> As compensation for its services hereunder, any institutional Trustee herein appointed shall receive fees according to its schedule of fees in existence at the time such services are rendered. Individuals serving as Trustee shall be entitled to receive reasonable fees. Such commissions may be charged currently or deferred in the discretion of the Trustee.
- 9.11 <u>Tax Returns.</u> The Trustee is encouraged to retain and employ the Certified Public Accountant used by the Grantors for assistance with and preparation of income or other tax returns for the Trust Estate. Charge for services rendered may be made to the corpus of the Trust Estate or to the income thereof, or partly to one and partly to the other in the discretion of the Trustee.
- 9.12 <u>Termination and Distribution.</u> If the aggregate value of the assets available for the establishment of any Trust created hereunder shall be less than \$50,000.00, or if during the administration of any Trust or Trusts hereunder, the principal assets of such Trust or Trusts shall be less than \$50,000.00 then the Trustee, in the Trustee's absolute discretion may terminate the Trust and the assets which are in or would have been distributed to such Trust or Trusts shall be distributed instead to the beneficiaries who are then or would have been entitled to receive the income from said Trust or Trusts, and in the same proportions as they are or would have been entitled to such income, absolutely and free of Trust.
- 9.13 <u>Trustee Accountings.</u> The Grantors hereby specifically waives compliance with any other law now or hereafter in effect requiring qualification, or accounting by the Trustee to any court.
- 9.14 <u>Non-Productive Assets.</u> The Grantors further waives compliance with Florida Statute 738.12 regarding underproductive property and the Trustee shall have the right in his or her sole and absolute discretion, to deal with underproductive property as he or she deems best and appropriate.
- 9.15 <u>Principal and Income.</u> The Trustee shall have the power to determine the allocation of receipts and expenses between income and principal, provided such allocation is not inconsistent with the beneficial enjoyment of Trust property accorded to a life tenant or remainderman under the general principles of the laws of trusts, and provided, that all rights to subscribe to new or additional stocks or securities and all liquidating dividends shall be deemed to be principal.
- 9.16 <u>Change of Situs.</u> Recognizing that the needs and family circumstances of the Trust beneficiaries may change or vary after the Grantors' death and desiring to grant said beneficiaries maximum flexibility in the administration of the Trust property for their benefit, the Grantors expressly authorize the beneficiaries of this Trust, who are of full age and legal capacity and acting by unanimous vote, at any time following the death of the Grantors to change the situs of this Trust for any reason deemed sufficient by them including, but not limited to, ease of administration, adverse tax treatment of this Trust in its present situs or convenience of the beneficiaries, so long as such change is approved by the Trustee hereof.
- 9.17 <u>Trustees.</u> Should there be more than one (1) Trustee, they shall have the authority by an instrument signed by each to allow any one of them to draw upon the Trust accounts.

CRAIG S. SCHAPER AND CARRIE A. SCHAPER TRUST AGREEMENT

- 9.18 <u>Miscellaneous.</u> This Agreement shall be construed and regulated in all respects by the Laws of the State of Florida. The Trustee hereby accepts the Trust herein created. No property shall be conveyed to this Trust without the Trustee's approval. If any part or provision of this Trust Agreement is not legally binding or enforceable for any reason, then the remaining parts of the Agreement shall continue in full force and effect.
- 9.19 <u>Simultaneous Death.</u> If the Grantors and any beneficiary hereunder shall die as a result of a common disaster, or under such circumstances that there is not sufficient evidence to determine the order of their deaths, or if any beneficiary shall die within a period of thirty (30) days after the death of the last surviving Grantor, then all devises and provisions herein made to or for such beneficiary's benefit shall be void; and the Trust estate shall be administered and distributed in all respects as though said beneficiary had not survived the Grantors.
- 9.20 <u>Independent Trustee.</u> The Grantors further waive compliance with Florida Statute 737.402 regarding the disqualification of a Trustee from exercising any power conferred upon such Trustee to make discretionary distributions of principal or income for such Trustee's own benefit or to make discretionary allocations of receipts or expenses as such provision applies to the Grantors.
- Real Estate Management by Trustees. The Trustee shall not be deemed to have accepted title to, and shall not act or be obligated to act in any way as a fiduciary with respect to, any real property, including any real property owned or operated by a sole proprietorship, general, or limited partnership, limited liability company, or closely-held corporation, or any interest in any such business enterprise, which is or may become an asset of the trust until (i) an appropriate environmental audit is performed at the expense of the Grantor or the trust to determine that conditions at such real property or operations conducted by such business enterprise are in compliance with state and federal environmental laws and regulations affecting such real property or such business enterprise or such report is waived by the Trustee and (ii) the Trustee has accepted such property as an asset of the trust by a separate writing delivered to the Grantor, if living, or, if not, to the income beneficiary or beneficiaries of the trust (or their natural or legal guardians), and to the Co-Trustee, if any. In all events, the Trustee may decline to accept title to or act in any way as a fiduciary as to any such property which it has determined is or thereafter may be in violation of any such environmental law or regulation. After its qualification, the Trustee shall have the right to reject any property proposed to be transferred to the trust. The Trustee shall be held harmless from and shall be indemnified from the trust estate and by the Grantor for any liability or expense, including reasonable attorneys' fees, incurred as a result of any violation, actual or alleged, of any environmental law or regulation with respect to any property which the Trustee has actually or allegedly accepted.

The Trustee is expressly authorized to take such remedial action as it in its sole and absolute discretion deems appropriate to prevent, abate, remove or otherwise respond to any actual threatened or alleged violation of, or otherwise comply with, any environmental law or regulation, or federal, state or local agency or Court order, affecting any such property. The Trustee may employ agents, consultants or legal counsel to assist or perform such action. All costs and expenses incurred by the Trustee in connection with such action shall be paid by the trust or the Grantor. The Trustee also

may establish reasonable reserves for the payment of anticipated environmental expenses.

The Trustee shall not be liable to the Grantor, any beneficiary, or any other person for any loss or diminution in the value of the trust resulting from any actual, threatened or alleged violation of any such environmental law or regulation affecting any such property or for the payment of any expense of remediation thereof unless the Trustee contributed thereto by its willful misconduct or gross negligence.

**IN WITNESS WHEREOF,** the parties hereto have hereunder set their hands and seals this 2nd day of February, 2018.

Signed, sealed and delivered	
in the presence of:	
Witness Witness	11
They ha Vhe Quard	
Witness	CRAIG S. SCHAPER
Au I ha Ci I	GRANTOR and TRUSTEE
/ Markett. Chroson	
Witness	1
V hus & Nella and	Phil phyder
Witness	CARRIE A. SCHAPER
	GRANTOR and TRUSTEE
STATE OF FLORIDA )	
COUNTY OF PINELLAS )	

notary, personally appeared CRAIG S. SCHAPER, CARRIE A. SCHAPER, Bridge and Many L. Melgoevel, known to me, or who produced drivers licenses as identification, and who took an oath, to be the persons whose names are subscribed to the above instrument, and being informed of the contents of said instrument, acknowledged that they voluntarily executed the same for the uses and purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires

WILLIAM K. LOVELACE
MY COMMISSION # FF 931077
EXPIRES: November 30, 2019
Bonded Thru Notary Public Underwriters

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CRAIG S. SCHAPER AND CARRIE A. SCHAPER TRUST AGREEMENT

THE UNDERSIGNED, CRAIG S. SCHAPER and CARRIE A. SCHAPER, being the Grantors and Trustees of the CRAIG S. SCHAPER AND CARRIE A. SCHAPER TRUST AGREEMENT, hereby acknowledge and state that the attached is a true and accurate copy of the CRAIG S. SCHAPER AND CARRIE A. SCHAPER TRUST AGREEMENT.

**DATED** this 2nd day of February, 2018.

CRAIG'S. SCHAPER

CARRIE A SCHAPER

STATE OF FLORIDA )
COUNTY OF PINELLAS )

**ON THIS** 2nd day of February, 2018, before me, William K. Lovelace, the undersigned notary, personally appeared CRAIG S. SCHAPER and CARRIE A. SCHAPER, known to me, or who produced drivers' licenses as identification, and who took oath, to be the persons whose names are subscribed to the above instrument, and being informed of the contents of said instrument, acknowledged that they voluntarily executed the same for the uses and purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

8200

Inst: 201812011478 Date: 06/06/2018 Time: 10:46AM Page 1 of 2 B: 1361 P: 2235, P.DeWitt Cason, Clerk of Court

Columbia, County, By: BD Deputy ClerkDoc Stamp-Deed: 0.70

### **PREPARED BY AND RETURN TO:**

William K. Lovelace, Esquire Wilson, Ford & Lovelace, P.A. 401 S. Lincoln Avenue/ Clearwater, Florida 33756

Property Appraisers Parcel ID #: 36-6s-16-04075-008

THIS QUIT CLAIM DEED, executed the 2nd day of March, 2018, by CRAIG S. SCHAPER and CARRIE A. SCHAPER, husband and wife, party of the first part, to CRAIG S. SCHAPER and CARRIE A. SCHAPER, as Trustees of the CRAIG S. SCHAPER AND CARRIE A. SCHAPER TRUST AGREEMENT dated February 2, 2018, party of the second part, whose post office address is 5523-77th Avenue North, Pinellas Park, Florida 33781, with full power and authority to protect, to conserve, to lease and to sell, to encumber, and otherwise to manage and dispose of the real property herein described.

WITNESSETH, That the party of the first part, for and in consideration of the sum of \$10.00, in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of COLUMBIA, State of Florida, to-wit:

Lot 8 of Blue Sky Estates Subdivision, an unrecorded subdivision, parcel is more particularly described in Exhibit "A" attached and made a part hereof, given subject to utility and road easements of record and Deed Restrictions recorded in ORB 1326, Page 2592, Columbia County, Florida. Tax parcel number: PART OF 36-6S-16-04075-000

#### Also known as:

THE PARTIES OF THE FIRST PART HEREBY REPRESENT AND WARRANT THAT THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE PARTIES OF THE FIRST PART.

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OF THE SUBJECT PROPERTY AND THE PREPARER OF THIS CONVEYANCE DOES NOT GUARANTEE MERCHANTABILITY OR MARKETABILITY OF TITLE.

**TO HAVE AND TO HOLD**, The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of.

1 Mende M. Climbe

witness signature

Brendam, Ambrosino

Printed name

witness signature

CRAIG S. SCHAPER 5523 -77th Avenue North Pinellas Park, Florida 33781

CARRIE A. SCHAPER 5523 -77th Avenue North

Pinellas Park, Florida 33781

# **EXHIBIT "A"**

## LOT 8

BEGIN at the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 36. Township 6 South, Range 16 East, Columbia County, Florida and run thence North 89°38'46" East along the North line of said Southwest 1/4 of the Northeast 1/4 of Section 36 a distance of 431.60 feet; thence South 00°15'14" East along a line parallel to the East line of said Southwest 1/4 of the Northeast 1/4 of Section 36 a distance of 1084.31 feet to a point on the North Right-of-Way line of County Road No. 18; thence South 86°33'30" West along said North Right-of-Way line of County Road No. 18 a distance of 426.62 feet to a point on the West line of the Southwest 1/4 of the Northeast 1/4 of Section 36; thence North 00°32'58" West along said West line of the Southwest 1/4 of the Northeast 1/4 of Section 36 a distance of 1107.29 feet to the POINT OF BEGINNING. Containing 10.79 acres, more or less.

SUBJECT TO: That part within the maintained Right-of-Way of SW Singleton Terrace, a County road, across the West side thereof.

SUBJECT TO: A Utility Easement across the East 10.00 feet thereof.

SUBJECT TO: An Easement for Ingress and Egress across the North 20.00 feet thereof.

Inst: 201712022584 Date: 12/12/2017 Time: 11:43AM Page 1 of 2 B: 1349 P: 1633, P.DeWitt Cason, Clerk of Court Columbia, County, By: BD Deputy ClerkDoc Stamp-Deed: 455.00

This Instrument Prepared by & return to:

Blue Sky Timber-Land Co.

Address:

P.O. Box 1733

Lake City, FL 32056

Property Appraisers Parcel ID Numbers(s) PART OF 36-6S-16-04075-000 Space above this line for recording data WARRANTY DEED

Consideration: 64,995 Doc Stamps: 455.00

Rec: 18.50

Space above this line for processing data

This Warranty Deed, Made and executed the \_\_\_\_\_\_ Day of DECEMBER, 2017, by Blue Sky Timber-Land Co., a corporation existing under the laws of the State of Florida, and having its principal place of business at: P.O. Box 1733, Lake City, FL 32056, hereinafter called the grantor, to CARRIE A. SCHAPER AND CRAIG S. SCHAPER, Wife and Husband, whose post office address is 5523 77th Avenue North, Pinellas Park, FL 33781, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument, singular and plural, and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the Grantor, for and in consideration of the sum of \$10.00 (Ten Dollars) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land, situate in Columbia County, State of Florida, viz:

Lot 8 of Blue Sky Estates Subdivision, an unrecorded subdivision, parcel is more particularly described in Exhibit "A" attached and made a part hereof, given subject to utility and road easements of record and Deed Restrictions recorded in ORB 1326, Page 2592, Columbia County, Florida. Tax parcel number: PART OF 36-6S-16-04075-000

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has the good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

In Witness Whereof, the said Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed a	nd delivered in the presence of:
Holls	CHanen
Witness Signatu	re
Holly C. Hanove	er
Printed Name	Roberts

Witness Signature Connie B. Roberts

Printed Name

STATE OF FLORIDA COUNTY OF COLUMBIA Blue Sky Timber-Land Co. Name of Grantor

President(Signature)

Audrey S. Bullard, President

President's Printed Name

P.O. Box 1733, Lake City, FL 32056

Grantor's Post Office Address

# Exhibit A Legal Description Lot 8 Blue Sky Estates

DESCRIPTION:

Friday, August 05, 2016

LOT 8

BEGIN at the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 6 South, Range 16 East, Columbia County, Florida and run thence North 89°38'46" East along the North line of said Southwest 1/4 of the Northeast 1/4 of Section 36 a distance of 431.60 feet; thence South 00°15'14" East along a line parallel to the East line of said Southwest 1/4 of the Northeast 1/4 of Section 36 a distance of 1084.31 feet to a point on the North Right-of-Way line of County Road No. 18; thence South 86°33'30" West along said North Right-of-Way line of County Road No. 18 a distance of 426.62 feet to a point on the West line of the Southwest 1/4 of the Northeast 1/4 of Section 36; thence North 00°32'58" West along said West line of the Southwest 1/4 of the Northeast 1/4 of Section 36 a distance of 1107.29 feet to the POINT OF BEGINNING. Containing 10.79 acres, more or less.

SUBJECT TO: That part within the maintained Right-of-Way of SW Singleton Terrace, a County road, across the West side thereof.

SUBJECT TO: A Utility Easement across the East 10.00 feet thereof.

SUBJECT TO: An Easement for Ingress and Egress across the North 20.00 feet thereof.

PREPARED BY: Donald F. Lee & Associates 140 NW Ridgewood Avenue

Lake City, Florida 32055

Donald(a,dfla.com