

KENNETH O. DICKS, JR.

IRREVOCABLE TRUST

THIS TRUST AGREEMENT MADE this 8th day of May, 2010, by and between **KENNETH O. DICKS, JR.**, of Columbia County, Florida (hereinafter referred to as the "Grantor"), and **RALPH W. DICKS, DARLENE D. GREEN, JANET D. LONES**, and **JEFFREY S. DICKS**, (hereinafter referred to as the "Trustee," which shall collectively refer to whomever is acting as trustee from time to time).

ARTICLE I

TRUST PROPERTY

Grantor hereby transfers to the Trustee the property described on the attached Schedule A, the receipt of which is hereby acknowledged by the Trustee, upon the terms and conditions and with the powers and limitations hereinafter set forth in this agreement. Additional property may be transferred to this trust by Grantor or by any other person. This trust may be referred to as the "**KENNETH O. DICKS, JR. IRREVOCABLE TRUST**".

ARTICLE II

DISPOSITIVE PROVISIONS

A. Distribution During Jason Dicks' Lifetime. During the lifetime of **JASON DICKS**, the Trustee may pay so much of the income and principal of the trust to or for the benefit of one or more of the members of a class of persons consisting of **JASON DICKS** the living lineal descendants of **JASON DICKS**, at such times and in such manner as Trustee may deem advisable in their sole discretion, without regard to equality of distribution. Any net income not distributed shall be periodically added to and commingled with the principal of the trust.

B. Distribution Upon Jason Dicks' Death. Upon and after the death of **JASON DICKS**, the Trustee shall continue to pay so much of the income and principal of the trust to or for the benefit of the living lineal descendants of **JASON DICKS**. Any distributions of principal from a share may be made without regard to equality of distributions depending upon the other resources, needs, ages and talents of such beneficiaries. No exercise of discretion in any year or years shall constitute a precedent obligating the Trustee to similar action in any other year or years. The principal so disbursed to any beneficiary shall be charged to the principal of the Trust generally and shall not be charged against subsequent separate share of any such individual.

C. Termination of Trust. This Trust shall terminate upon the first to occur of (i) the death of all of **JASON DICKS'** lineal descendants who are permissible beneficiaries or (ii) immediately before the expiration of the maximum length of time that the Trust can legally be in existence and not violate the Florida rules against perpetuities in effect as of the date of execution of the Trust. Upon termination, the remaining trust estate shall be distributed to Grantor's then living lineal descendants, in equal shares per stirpes, or if none, to those persons entitled to **JASON DICKS'** estate under the laws of the State of Florida as if **JASON DICKS** died intestate at the time of distribution.

ARTICLE III

ADMINISTRATIVE PROVISIONS

A. Underproductive Property. No statute with respect to underproductive property shall apply to any trust created hereunder. The Trustee is authorized to hold underproductive assets that are contributed to the trust, and to pay the cost of carrying that property from income or available principal. No distributions are to be made in lieu of

IN WITNESS WHEREOF, the parties hereto have signed this agreement in several counterparts, each of which shall be deemed an original, in the presence of witnesses, whose names are subscribed below, on the day and year first above written.

GRANTOR

Kenneth O. Dicks Jr.
KENNETH O. DICKS, JR.

The foregoing was published, declared and signed by KENNETH O. DICKS, JR., as Grantor, as and to be Grantor's trust agreement, and we, at Grantor's request, in Grantor's presence and in the presence of each other, hereby subscribe as attesting witnesses.

WITNESS:

Ross W. Dicks
Janet D. Lanes
As to Grantor

STATE OF FLORIDA
COUNTY OF Columbia

The foregoing instrument was acknowledged, subscribed and sworn to before me this 8th day of May, 2010, by KENNETH O. DICKS, JR., as Grantor, who is known to me (or produced as identification), who acknowledged to and before me that the Grantor executed the same as such Grantor for the purpose therein expressed, and who did take an oath.



NOTARY PUBLIC:

Frank J. Yong
Name Printed:
State of Florida At Large (Seal)
My commission expires: