# REVOCABLE TRUST AGREEMENT

(Creating the "Carrie J.M. Chusid Revocable Trust")

The following Trust Agreement is made by and between the Grantor and the Trustee effective as of the \( \) day of \( \), 2015.

# WITNESSETH:

# **ARTICLE I**

### **DEFINITIONS**

- 1.1 <u>Definitions</u>. As used herein, the following terms shall have the meanings subscribed thereto below unless the context indicates a contrary intent and each term shall be construed as singular or plural, and masculine, feminine or neuter, whichever is proper in accordance with the context:
  - (a) "Child" or "Issue" Each adopted child of any person shall be considered the child or issue of the person by whom adopted.
  - (b) "Grantor" Carrie J.M. Chusid.
  - (c) "Grantor's Child or Children" Jennifer Werner, Courtney Summers, and any child of Grantor's born after the execution of this instrument.
  - (d) "Grantor's Spouse" Steven Chusid.
  - (e) "Home" That certain real property described in Warranty Deed dated May 31<sup>st</sup>, 2006 and recorded in OR Book 2711, at page 4538, between Karen M. Hoppe and Mark A. Doud, as grantor, and Carrie J.M. Werner, as grantee, and all permanent improvements located thereon.
  - (f) "Net Income" The gross income of the respective trusts less all items properly chargeable against or deductible from such income.
  - (g) "Trust", "Trust Property", and "Trustee" Such words shall apply not only to the trust hereby created, the trust property which is subject to such trust, and the Trustee of such trust, respectively, but also to any other trust that may hereafter arise under any provisions hereof, the trust property which is subject to such other trust, and the Trustee of such other trust, respectively.

(h) "Trustee" - Carrie J.M. Chusid and if such party shall thereafter fail to qualify or cease to serve as Trustee hereunder, Synovus Trust Company N.A located in Escambia County, Florida shall be the Trustee and if both such party shall fail to qualify or cease to serve as the Trustee hereunder, an Officer/Agent of Synovus Trust Company N.A located in Escambia County, Florida located in Okaloosa County, Florida may, by instrument in writing recorded in the records of the Clerk of the Circuit Court then having jurisdiction over the appointment of trustees under this instrument, appoint some individual, bank or trust company as the Trustee hereunder and if no such Trustee shall be appointed within a period of thirty (30) days, such Trustee may be appointed by the Judge of the Circuit Court then having jurisdiction over the appointment of trustees under this instrument. A Trustee's competency, and such Trustee's capacity and capability of serving as Trustee hereunder and exercising any power, right or discretion granted herein, shall, in the event of any questions with respect thereto, be determined by such Trustee's then attending physician or, if not available, then by a physician reasonably selected by the next successor Trustee. Unless such physician certifies in writing that the Trustee lacks the competency, capability or capacity in question, it shall be conclusively presumed for all purposes that the Trustee has such competency, capability or capacity and the Trustee shall remain as Trustee hereunder.

## ARTICLE II

# TRUST PROPERTY

- 2.1 <u>Trust Property</u>. The Grantor hereby contributes, grants, conveys, transfers, assigns, sets over and delivers to the Trustee the property described in Exhibit "A", attached hereto and made a part hereof, to be held in trust upon the terms and conditions herein contained; and the Trustee hereby acknowledges receipt of such property in trust and agrees to hold such property and other property hereafter transferred to the Trustee, in trust, upon the terms and conditions herein contained.
- 2.2 Additional Trust Property. The Grantor and all other persons and entities shall, from time to time, have the right, with the consent of the Trustee (which consent will be presumed absence written evidence to the contrary), to contribute, grant, convey, transfer, assign, set over, deliver, devise or bequeath to the Trustee of any trust created herein additional property, and any interests therein, which shall upon such transfer become a part of the trust property of the respective trust and shall (except as otherwise provided in the conveyance instrument) be held, managed, invested, reinvested and distributed upon the same terms and conditions as herein contained; provided, however that the Trustee, in such Trustee's sole discretion, may require, as a prerequisite to accepting property that the donating party (be it the Grantor or another party) provide evidence satisfactory to the Trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances and (ii) 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 of any hazardous or toxic materials or substances.

# ARTICLE III

# DISTRIBUTIONS DURING GRANTOR'S LIFETIME

- 3.1 <u>Distribution of Net Income</u>. The Trustee shall pay to Grantor, or use and apply as Grantor may direct, or add to the principal of the trust as Grantor may direct, all net income from the trust, so long as Grantor is living and this Trust Agreement remains in effect. Unless Grantor shall otherwise direct, all payments of net income to be made to Grantor hereunder shall be made in as nearly equal monthly installments as may be practicable, and the Trustee is authorized, at the beginning of each fiscal year of the trust, to estimate the net income that will be derived from the principal of the trust during such fiscal year and to withhold payments of income to the extent that the Trustee may deem advisable to equalize the monthly installments.
- 3.2 <u>Use of Net Income and Principal for Grantor.</u> and Addition of Net Income to Principal. in Event of Grantor's Incapacity. If, in the Trustee's opinion, the Grantor is at any time unable, by reason of mental or physical disability, to properly manage the net income and principal of the trust, the Trustee may expend or apply on Grantor's behalf such portion of the net income and principal of the trust as such Trustee shall deem proper for Grantor's maintenance, welfare, support, health, comfort and pleasure. Any net income not so expended or applied shall be added to the principal of the trust.
- 3.3 <u>Withdrawal of Trust Principal</u>. Grantor reserves the right to withdraw any part of the principal of the trust from time to time, and the right to withdraw all of the principal of the trust at any time. If Grantor decides to withdraw any or all of the trust principal, written notice describing the principal to be withdrawn shall be given to the Trustee by Grantor, and the Trustee shall transfer such principal to Grantor, free of trust, as promptly after receipt of such notice as is practicable.
- 3.4 Amendment and Termination by Grantor. Grantor reserves the right to amend or terminate the Trust Agreement from time to time and at any time. If any amendment affects the rights, powers, or duties of the Trustee, such amendment may be made only with the consent of such Trustee. If the Trustee shall not consent to any such amendment within ten (10) days after delivery of the proposed amendment to the Trustee, Grantor may require the Trustee to resign. If Grantor wishes to terminate the Trust Agreement, Grantor shall give the Trustee written notice of termination, and upon receipt of such notice the Trustee shall transfer all principal and undistributed net income of the trust to Grantor as promptly thereafter as is practicable. When all principal and undistributed net income of the trust have been transferred and any accountings and other action required in connection with the termination have been completed, the Trust Agreement shall then terminate.

# ARTICLE IV

# DISTRIBUTIONS AFTER GRANTOR'S DEATH

- 4.1 <u>Management and Distributions After Death of Grantor</u>. If this Trust Agreement has not been terminated prior to Grantor's death, then all the then remaining principal and undistributed net income of the trust shall be held, managed, and distributed in the manner hereinafter specified.
- 4.2 Payment of Expenses, Debts, and Taxes. Irrespective of the nature or amount of assets already in the hands of the Personal Representative of Grantor's estate, the Trustee shall contribute out of the trust property to be disposed of in Section 4.6 hereof (i.e., principal and/or income) whatever cash or other specific property such Personal Representative certifies is needed for the payment of Grantor's funeral expenses, legally enforceable debts of, or claims against, Grantor or Grantor's estate, reasonable expenses of administrating Grantor's estate, and any estate, succession, legacy, inheritance or other death taxes (both federal and state, including, if any, any interest and penalties thereon) payable by reason of Grantor's death with respect to property passing under Grantor's Will, property held by the Trustee under this Trust Agreement, or any other property and, if no one is acting as Personal Representative of Grantor's estate at the time said items are due or if the Last Will and Testament of Grantor's has not been probated at that time, the Trustee shall directly pay said items out of the aforesaid trust property (i.e., principal and/or income); provided, however, that the Trustee may defer the payment of any such expenses, debts, or taxes to the date on which the same become due or to such other dates as the Trustee and the parties to whom the same are owing may agree upon. The Trustee may also take all action that such Trustee shall deem appropriate to obtain any benefits under the Internal Revenue Code of 1986, as amended.
- 4.3 <u>Disposition of Certain Tangible Personal Property Upon Death</u>. Upon the death of Grantor if any tangible personal property is then held in trust hereunder and Grantor's Last Will and Testament in Section 3.1 thereof (or what the Trustee in good faith believes to be such Will) attempts to dispose of such tangible personal property, such tangible personal property shall be transferred, conveyed, paid over and distributed by the Trustee in exactly the same manner as such property would have been disposed of under the provisions of Section 3.1 of such Will had such property been included in Grantor's probate estate.
- 4.4 <u>Trust Involving Home if Spouse Survives</u>. If Grantor's Spouse survives Grantor the Home shall continue to be held in trust hereunder for the benefit of Grantor's Spouse (herein referred to as the "Home Trust") in accordance with the provisions of this section. The Trustee shall hold, manage, and make distributions of the Home Trust as hereinafter provided:
  - (a) During the existence of the Home Trust, Grantor's Spouse shall have the sole right to the use, possession and enjoyment of the Home, for one year from Grantor's death, and all such use, possession and enjoyment shall be without rent or other financial obligation

to Grantor's Spouse (except as otherwise provided herein); provided, however, that Grantor's Spouse shall keep the buildings and improvements of the Home Trust adequately insured against fire, loss and damage, shall pay all taxes and assessments levied upon the Home (whether annual or otherwise) and mortgage loans secured by the Home, and all other carrying costs and maintenance expenses in connection therewith (whether recurring or not), and Grantor's Spouse shall further at all times maintain and keep the Home in good condition and repair and such Spouse shall not commit any waste in connection therewith. Proof of adequate insurance and proof that all taxes have been paid shall be provided to the Trustee.

- (b) After Grantor's death and at any time during Grantor's Spouse's lifetime, Grantor's Spouse shall have the right to direct the Trustee of the Home Trust to sell the Home and, in such event, the Trustee shall proceed to market the Home for sale in a commercial reasonable manner. Upon the sale of the Home the proceeds therefrom shall be transferred, conveyed, paid over and distributed by the Trustee as stated in Section 4.6 herein (subject to the provisions of the Article herein captioned "Special Trusts").
- (c) One year after the death of Grantor and assuming the Home Trust has not been terminated prior thereto, Grantor directs that the Trustee shall put the Home up for sale in a commercially reasonable manner. Grantor's Spouse shall continue to have sole right to the use, possession and enjoyment of the Home as long as there is not and executed Contract for the Sale of the Home. Upon the execution of a Contract for the Sale of the Home, Grantor's Spouse shall have the time period of one month to vacate the Home and remove all personal belongings from the Home. Upon the sale of the Home, the Net Proceeds therefrom shall be transferred, conveyed, paid over and distributed as stated in Section 4.6 herein (subject to the provisions of the Article herein captioned "Special Trusts").
- (d) After compliance with the provisions of Section 4.4 hereof, the Home Trust shall terminate and the then remaining principal and undistributed net income of the Home Trust (after compliance with the foregoing provisions of this Article IV) shall be transferred, conveyed, paid over and distributed to Grantor's Children, in equal shares, with the issue of any deceased Child of Grantor's to take such deceased Child's share per stirpes (subject to the provisions of the Article herein captioned "Special Trusts").
- 4.5 <u>Disposition of Remaining Personal Belongings Upon Death</u>. Upon the death of Grantor the Trustee shall transfer, convey, pay over and distribute to Grantor's Children, in equal shares, with the issue of any deceased Child of Grantor's to take such deceased Child's share per stirpes (subject to the provisions of the Article herein captioned "Special Trusts"), any household furniture, furnishings, silver, silverware, books, automobiles, clothing, jewelry, boats, sporting goods and equipment, and all other similar personal belongings then held in trust hereunder (other than the tangible personal property disposed of pursuant to Section 4.3 hereof).

All costs of safeguarding, insuring, packing, and storing the tangible personal property and personal belongings described in Section 4.3 and/or Section 4.4 hereof before distribution and of delivering each such item to the place of residence of the respective beneficiary in accordance with the terms and provisions thereof shall be deemed to be expenses of administration of Grantor's estate.

4.6 <u>Disposition of Remainder of Trust Property Upon Death</u>. Upon the death of Grantor, the then remaining principal and undistributed net income of the trust (after compliance with the foregoing provisions of this Article IV) shall be transferred, conveyed, paid over and distributed to Grantor's Children, in equal shares, with the issue of any deceased Child of Grantor's to take such deceased Child's share per stirpes (subject to the provisions of the Article herein captioned "Special Trusts").

# <u>ARTICLE V</u>

#### SPECIAL TRUSTS

- 5.1 Minor's Trust. If any person who is entitled (by the provisions of this Trust Agreement, other than the provisions of this Article and not by reason of the exercise of a power of appointment herein granted) to a share of the principal or net income of any trust created herein shall be under the age of twenty-one (21) years (in this Article called a "Minor" without regard to any applicable state law relating to the age of majority) at the time he or she is entitled to receive such share, the Trustee shall hold such share in trust for the Minor in accordance with the following terms:
  - (a) Before the Minor attains the age of twenty-one (21) years, the Trustee shall expend or apply such portion of the net income and/or principal of the Minor's trust as the Trustee shall, in such Trustee's sole discretion, deem appropriate to provide adequately for the Minor's comfort, maintenance, welfare, health, support and education (including a complete college education and such graduate school studies as the Minor may desire to pursue). Any net income not so expended or applied shall be added to the principal of the Minor's trust.
  - (b) When the Minor attains the age of twenty-one (21) years, or at the time the Minor's trust shall be terminated pursuant to the other provisions hereof, whichever shall first occur, the then remaining principal and any undistributed net income of the Minor's trust shall be transferred, conveyed, paid over and distributed to the Minor, free of trust.
  - (d) If the Minor shall die before receiving all of the principal and net income of the Minor's trust, the Minor's trust shall terminate and the remaining principal and undistributed net income of the Minor's trust shall be transferred, conveyed, paid over and distributed to or for the benefit of the Minor's issue (or if the Minor shall have no issue, to the Minor's spouse), in such amounts or proportions, and in such lawful interests or estates,

whether absolute or in trust, as the Minor may appoint by the Minor's Last Will and Testament; provided, however, that if the Minor's trust has an "inclusion ratio" (as defined in Section 2642(a)(1) of the Internal Revenue Code, as amended) greater than zero, the Trustee may, by an instrument in writing delivered to the Minor, expand the class of persons to whom the Minor may appoint the trust property by Will to include the Minor's estate, the creditors of the Minor, and the creditors of the Minor's estate. The Trustee may (but need not) limit such expansion by formula or otherwise to less than all of the Minor's trust property. Any such expansion may be revoked by the Trustee at any time prior to the Minor's death by an instrument in writing delivered to the Minor. It is anticipated that the Trustee will expand such power if the Trustee believes that any generation skipping tax payable upon the Minor's death would exceed the state and federal estate, inheritance and other death taxes payable in lieu thereof if the power is thus expanded. The Trustee shall not be liable for any exercise or failure to exercise this power provided the Trustee considers in good faith the advisability of the exercise of such expansion of such power of appointment when requested in writing to do so by the Minor, the Minor's guardian, or a member of the Minor's immediate family. If such power of appointment is not validly exercised in whole or in part, then upon the Minor's death such portion of the principal and any undistributed net income of the Minor's trust as shall not have been validly appointed shall (subject to the provisions of the Article herein captioned "Minor's Trust") be transferred, conveyed, paid over and distributed to the Minor's issue, if any, per stirpes and if none, then the same shall belong to and shall be distributed to the Minor's brother and sisters, in equal shares, with the issue of any deceased brother or sister to take such deceased brother's or sister's share per stirpes (subject to the provisions of the Article herein captioned "Minor's Trust").

- 5.2 <u>Trust for Grantors Child</u>. If any child of Grantors is entitled to a share of the principal or net income of any trust created herein and if such person is under the age of sixty (60) (in this section such child is called the "Beneficiary") at the time such child is entitled to receive such share, the Trustee shall (in lieu of an outright devise) hold such share in trust for the Beneficiary in accordance with the following terms:
  - (a) Before the Beneficiary attains the age of forty (40) years, the Trustee shall expend or apply such portion of the net income and/or principal of the Beneficiary's trust as the Trustee shall, in such Trustee's sole discretion, deem appropriate to provide adequately for the Beneficiary's comfort, maintenance, welfare, health, support and education (including a complete college education and such graduate school studies as the Beneficiary may desire to pursue). Any net income not so expended or applied shall be added to the principal of the Beneficiary's trust.
  - (b) When the Beneficiary attains the age of forty (40) years, the Trustee shall thereafter distribute and pay over, no less frequently than quarterly, to such Beneficiary from such Beneficiary's trust the net income thereof accruing thereafter.

- (c) When the Beneficiary attains the age of forty (40) years, the Trustee shall also be authorized to distribute to the Beneficiary or expend or apply for such Beneficiary benefit such portion of the principal of such Beneficiary's trust as the Trustee may, in such Trustee's reasonable discretion, deem adequate for such Beneficiary's maintenance, health, and support in reasonable comfort. In deciding whether to invade the principal of such Beneficiary's trust for the purposes described in this section, the Trustee shall keep in mind the income and principal that may be available to such Beneficiary from other sources. The Trustee may also make distributions of principal of such Beneficiary's trust on behalf of any one or more of the Beneficiary's descendants as such Trustee considers appropriate to an educational organization as tuition for the education and training of any such descendant or to any person or organization which provides medical care for any such descendant.
- (d) There shall be distributed by the Trustee to the Beneficiary from such Beneficiary's trust upon the Beneficiary attaining the age of forty (40) years, one-third of the then principal of such Beneficiary's trust; upon the Beneficiary attaining the age of fifty (50) years, one-third of the then principal of such Beneficiary's trust and upon the Beneficiary attaining the age of sixty (60) years, the then remaining principal and any undistributed net income of the trust, thus so arranging that all of the principal and net income of the Beneficiary's trust shall be distributed to the Beneficiary, if living, by the time such Beneficiary attains the age of sixty (60).
- (e) If such Beneficiary shall die before receiving all of the principal and net income of his trust, such Beneficiary's trust shall terminate and the remaining principal and undistributed net income of such Beneficiary's trust shall be transferred, conveyed, paid over and distributed to or for the benefit of such Beneficiary's issue (or if such Beneficiary shall have no issue, to such Beneficiary's spouse), in such amounts or proportions, and in such lawful interests or estates, whether absolute or in trust, as such Beneficiary may appoint by such Beneficiary's Last Will and Testament; provided, however, that if such Beneficiary's trust has an "inclusion ratio" (as defined in Section 2642(a)(1) of the Internal Revenue Code, as amended) greater than zero, the Trustee may, by an instrument in writing delivered to such Beneficiary, expand the class of persons to whom such Beneficiary may appoint the trust property by Will to include the Beneficiary's estate, the creditors of such Beneficiary, and the creditors of such Beneficiary's estate. The Trustee may (but need not) limit such expansion by formula or otherwise to less than all of such Beneficiary's trust property. Any such expansion may be revoked by the Trustee at any time prior to such Beneficiary's death by an instrument in writing delivered to such Beneficiary. It is anticipated that the Trustee will expand such power if the Trustee believes that any generation skipping tax payable upon such Beneficiary's death would exceed the state and federal estate, inheritance and other death taxes payable in lieu thereof if the power is thus expanded. The Trustee shall not be liable for any exercise or failure to exercise this power provided the Trustee considers in good faith the advisability of the exercise of such expansion of such power of appointment when requested in writing to do so by such Beneficiary, such Beneficiary's

guardian, or a member of such Beneficiary's immediate family. If such power of appointment is not validly exercised in whole or in part, then upon such Beneficiary's death such portion of the principal and any undistributed net income of such Beneficiary's trust as shall not have been validly appointed shall (subject to the provisions of the Article herein captioned "Special Trusts") be transferred, conveyed, paid over and distributed to such Beneficiary's issue, if any, per stirpes and if none, then the same shall belong to and shall be distributed (subject to the provisions of the Article herein captioned "Special Trusts") to the brothers and sisters of the Beneficiary, in equal shares, with the issue of any deceased brother or sister of the Beneficiary to take such deceased brother's or sister's share per stirpes (subject to the provisions of the Article herein captioned "Special Trusts").

## ARTICLE VI

#### UNDISTRIBUTED ASSETS

6.1 <u>Undistributed Assets</u>. In the event any portion of the trust property shall remain undistributed after compliance with all other provisions hereof, such portion shall be distributed by the Trustee among such persons as by the laws of Florida would be entitled to receive the same if Grantor had died immediately after the termination of the trust, the owner of the trust property, intestate, unmarried and a resident of Florida on the date on which such distribution is to be made.

#### ARTICLE VII

#### TRUSTEE'S POWERS AND DUTIES

- 7.1 <u>Trustee's Rights. Powers and Privileges</u>. The Trustee (which term shall apply to any successor trustee or Co-Trustee acting hereunder) shall have, in addition to the other rights, powers and privileges conferred herein or by law (including those set forth in Section 737.401 Florida Statutes, as amended from time to time), full power and authority to do any and all of the following in connection with the administration of each trust created herein, without obtaining authority from or approval of any court:
  - (a) To hold all monies, securities, partnership interests (whether general, limited or special), lands and other property and interest in property of whatsoever kind, nature or character, whether productive or non-productive, income producing or non-income producing, constituting a part of the trust or acquired in the administration of the trust, and manage the same, and receive and collect the income therefrom.
  - (b) To open checking and/or savings accounts and/or safe deposit boxes with any institution empowered to accept the same, including any that may be a Trustee hereunder, and/or cash and margin accounts with any brokerage firm, either in the Trustee's name and on the Trustee's signature alone (with or without disclosing fiduciary capacity) or in

the name of the trust (where an account is in the name of the trust, checks on that account and authorized signature(s) need not disclose the fiduciary nature of the account or refer to the trust or Trustee), depositing therein any part or all of the funds of the trust and making withdrawals therefrom and having access thereto on the signature of any Trustee (and if more than one party is acting as Trustee hereunder withdrawals therefrom and access thereto shall be on the sole signature of any such party if so authorized by all parties acting as Trustee hereunder), with the right and power to authorize withdrawals and/or access on the sole signature of any agent or agents designated in writing by the Trustee.

- (c) To borrow money, and to sell at public or private sale for cash or on terms, to exchange, convey, transfer, and otherwise dispose of, to mortgage, pledge, hypothecate, and lease, and to enter into any and all types and kinds of mineral production, participation, exploration and royalty contracts and all other types and kinds of contracts (whether of a similar nature or not, and for terms within or beyond the duration of the administration of the trust) with respect to all or any portion of the trust property (including all real, personal and mixed property and all oil, gas and other minerals and all rights and interests therein of whatsoever nature, kind or character) from time to time, in such manner and upon such terms and conditions as the Trustee may deem advisable, and to execute and deliver all conveyances, deeds, mortgages, leases, powers of attorney, contracts, notes, bills of sale and other instruments deemed by the Trustee to be proper.
- (d) To invest and reinvest all or any portion of the trust property in such loans (including interest-free loans), mortgages, common trust funds, bonds, partnership interests (whether general, limited or special), common or preferred corporate stocks, or other securities or other property or interest in property, real or personal, and oil, gas and other minerals and rights and interests therein of whatsoever kind or character, as the Trustee may deem advisable without regard to any constitutional or legal restrictions or limitations on the investment of trust funds or any rule or regulation governing national banks acting in a fiduciary capacity or any requirement that such property yield any specific amount of income which has been or may hereafter be enacted or prescribed, none of which restrictions, limitations, rules and regulations shall govern or affect investments by the Trustee.
- (e) To reasonably determine whether any money or other property of whatsoever kind or character, or any interest therein, received by the Trustee shall be treated as income or principal.
- (f) To reasonably determine what losses, taxes, expenses, and other charges shall be charged against principal and what against income, and to charge the premiums of securities purchased at a premium either against principal or income, or partly against principal and partly against income, as the Trustee shall reasonably deem advisable.

- (g) To compromise, arbitrate or otherwise adjust claims in favor of or against the trust.
- (h) To pay premiums on and maintain in full force and effect, in the Trustee's discretion, as the case may be, any and all policies of life insurance forming a part of the trust property.
- (i) To vote all shares of stock at any time forming a part of the trust at corporate meetings, to waive any notice that Grantor could waive and give any consent that Grantor could give for or with respect to such shares of stock if Grantor owned the same, and to give and delegate to any attorney-in-fact or proxy any power given herein with respect to such shares of stock.
- (j) To register any property in the name of the nominee or nominees of the Trustee or in the Trustee's name or hold such property unregistered or in such other form that title shall pass by delivery, but without thereby increasing or decreasing the liability of the Trustee.
- (k) To set up reasonable reserves for, pay all taxes assessed against, repair, remodel, store, keep adequately insured, demolish, remove, subdivide, resubdivide, develop or otherwise improve (whether such improvements be of a similar nature or not) all or any part of any real or personal property constituting a part of the trust.
- (l) To make payments or distributions of principal or net income that are to be made for the benefit of, or that may become due to, any beneficiary who is under the age of twenty-one (21) years to such beneficiary or to such other party, including any other trust created for the benefit of such beneficiary (whether created by this instrument or otherwise), as the Trustee shall deem proper for the benefit of such beneficiary, and the receipts of such beneficiary or other party shall fully discharge the Trustee for the payments or distributions for which such receipts are given.
- (m) To enter into or participate in any joint venture or partnership (whether general, limited or special) which the Trustee shall, in such Trustee's sole discretion, deem advisable and thereafter act as a joint venturer or partner in any activity the joint venture or partnership may undertake and to dissolve and liquidate, in whole or in part, or incorporate, any joint venture or partnership (whether general, limited or special) in which the trust is a joint venturer or partner.
- (n) To consent to or participate in any reorganization, consolidation, merger, lease, mortgage or sale of any corporation, the securities of which may be a part of the trust property, and to exercise conversion or subscription rights pertaining to any securities held and to pay any amounts required to be paid with respect to such rights, or to sell such rights.

- (o) To dissolve and liquidate, in whole or in part, incorporate, carry on, or form a partnership (whether general, limited or special) with respect to any business constituting a part of the trust property during such period as the Trustee shall, in the Trustee's sole discretion, deem advisable, and for that purpose to retain and employ therein the capital which, at the time such interest is placed in trust, shall be employed therein, and such additional capital as the Trustee shall deem advisable to advance from time to time from the trust, with the power to employ such consultants, accountants, lawyers, officers, agents, and employees for such period or periods of time at such salaries as the Trustee shall, in the Trustee's sole discretion, deem advisable, and generally, to act in all matters relating to such business as Grantor could if Grantor owned the same, with power to delegate all or any of the rights, powers, protections and duties conferred or imposed upon the Trustee in relation to the business to any person or persons whom the Trustee may think fit, and the Trustee shall be free from all responsibility and be fully indemnified out of the trust property for any loss, damage, cost or expense arising in or out of said business.
- (p) To employ such consultants, accountants, lawyers, and other agents in the administration of the trust, and make such payments therefore, as the Trustee shall, in the Trustee's sole discretion, deem advisable, and delegate to such persons such of the rights, powers, protections and duties conferred or imposed upon the Trustee as the Trustee may think proper, and rely on the advice of lawyers employed by the Trustee with respect to matters of a legal nature, all without liability for any mistake or default of any such persons selected and retained with reasonable care.
- (q) To delegate at any time or from time to time any or all of the Trustee's rights, powers, privileges and duties, whether or not discretionary, to any other party acting as Trustee hereunder (where two or more parties are acting as joint Trustee) by an instrument executed by such delegating Trustee and delivered personally or sent by certified mail to the other Trustee; provided, however, that any such delegating instrument shall be revocable at any time by a similarly delivered or sent executed instrument.
- (r) To defend or prosecute any claim, suit or other proceeding involving the trust.
- (s) To execute powers of attorney for the cancellation of any mortgages, continue mortgages beyond and after maturity, with or without renewal or extension, with such modifications and upon such terms as the Trustee shall deem advisable, foreclose any mortgage or pledge, purchase the mortgaged or pledged property or acquire the same by conveyance without foreclosure, and retain any property brought in under foreclosure or taken over without foreclosure for such time as the Trustee shall deem appropriate.
- (t) To make distributions or divisions of the trust property, in the Trustee's sole discretion, in cash or in other property, or partly in cash and partly in other property, and to make nonprorata distributions of such cash or other property, and in making any

distribution or division of property, to partition such property or transfer and convey undivided interests therein, and all assets so distributed or divided shall be valued at their fair market value on the date or dates of such distribution or division, and if the assets, in the opinion of the Trustee, have no readily ascertainable market value, then at such value as the Trustee shall consider proper, and the distribution or division so made shall be final, conclusive and binding on all interested parties.

- (u) To make and hold investments in common and hold undivided interests in investments in common with any and all parties (including any trust created herein or any other trust created by Grantor) and to the extent that division of any trust property is directed hereby, to administer the trust property physically undivided until actual division thereof becomes necessary to make distributions and to hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and to allocate to each whole and fractional trust share its proportionate part of all receipts and expenses.
- (v) To make all elections which may be available to the Trustee in connection with income, estate or gift taxes, or returns, or which would have been available to Grantor as a taxpayer; and to execute and file an election or elections or consents, for any corporation any stock of which is held in the trust for such corporation to be taxed under the provisions of Subchapter S of the Internal Revenue Code, or amendments thereto, whenever such action is permissive to a trustee under the Internal Revenue Code.
- (w) To conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation; to take all appropriate remedial action to contain, cleanup or remove any environmental hazard including a spill, release, discharge or contamination, either on the Trustee's own accord or in response to an actual or threatened violation of any environmental law or regulation; to institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance, or by a private litigant; and, to comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazard; provided, however, that the Trustee shall not be liable for any loss or depreciation in value sustained by the trust as a result of the Trustee retaining any property upon which there is discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state or local environmental law unless the Trustee contributed to the loss or depreciation in value through willful default, willful misconduct or gross negligence.
- (x) To divide any trust share held solely for one of Grantor's issue under this instrument into two (2) sub-shares, each of which shall be administered in accordance with the terms and provisions of this instrument as otherwise apply to such share before such division. The first sub-share shall have allocated to it property having a value equal to the amount

of such trust share's "GST exemption share" (as hereinafter defined). The balance of such trust share before such division shall be allocated to the second sub-share thereof. The term "GST exemption share" shall be an amount equal to that portion of the "GST exemption" (as that term is defined in Chapter 13 of the Internal Revenue Code of 1986, as amended) available to Grantor's estate which is unallocated as of the date immediately following the date such trust share is funded, as the Trustee, in such Trustee's sole discretion, determines is best allocated to such trust share so as to minimize the likelihood of generation skipping taxes incurred after death.

- (y) To drill, test, explore, mine, develop and otherwise exploit any and all rights and interests of whatsoever kind or nature constituting a part of the trust property in any oil, natural gas, minerals and other natural resources, whether held alone or jointly with others and in connection therewith to make oil, gas and minerals leases or subleases, to pay all delay rentals, lease bonuses, royalties, overriding royalties, taxes, assessments and other charges; to sell, lease, exchange, mortgage, pledge or otherwise hypothecate any or all such rights and interests, to surrender or abandon, with or without consideration, any or all such rights and interests and to enter into farm-out, pooling or unitization agreements in connection therewith; to produce, process, sell or exchange all production from such rights and interests and to enter into contracts and agreements for or in respect of the installation or operation of absorption, reprocessing or other processing plants; to employ any business form in the exploitation of such rights and interests, including, but not by way of limitation, corporations, partnerships (whether general, limited or special), mining partnerships, joint ventures, co-tenancies or otherwise; to employ personnel, rent office space, buy or lease office equipment, contract or pay for geological surveys and studies, and procure appraisals; to borrow money to finance any and all of the foregoing activities and in connection therewith to execute promissory notes or other obligations and to pledge or mortgage any such rights or interests as security therefore; all in such manner and to such extent as the Trustee holding such rights and interests shall deem advisable.
- (z) To the extent the trust or the Trustee of the trust is designated as beneficiary of any employee benefit plan, the Trustee may elect the mode of payment which, in the Trustee's discretion, appears to be the most advantageous option available to the trust and/or its then current income beneficiaries in terms of income tax, estate and inheritance tax, and/or investment return considerations, based on the Trustee's evaluation of the facts and circumstances relevant to such considerations as they exist at the time the Trustee makes such election. An election by the Trustee in good faith in the exercise of the discretionary power conferred upon the Trustee herein shall be final and binding upon all persons whomsoever and shall be a full acquittance and discharge to the Trustee, and the Trustee shall not be liable to any person by reason of such Trustee's exercise of such discretionary power.

- 7.2 Use and Enjoyment of Trust Owned Personalty and Realty. Except to the extent deemed not to be practical or advisable in the sole discretion of the Trustee, the primary beneficiary (or beneficiaries) of each trust created hereunder shall have the sole right to the use, possession, and enjoyment of (i) all of the tangible personal property at any time held by such trust and (ii) all real property that may at any time constitute an asset of such trust and that could be occupied by such beneficiary (or beneficiaries) for residential purposes, whether as a primary residence, seasonal residence, or otherwise and such use, possession, and enjoyment shall be without rent or other financial obligation; provided, however, that notwithstanding any provisions to the contrary contained herein and in all events Grantor shall be entitled during lifetime to reside upon any real property placed in trust hereunder as Grantor's permanent residence, it being the intent of this provision to grant to Grantor the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes for purposes of homestead exemption from ad valorem taxes and for no other purpose, such that said beneficial interest and possessory right shall constitute in all respects equitable title to real estate as that term is used in Section 6, Article VII of the Constitution of the State of Florida and notwithstanding anything contained in this Trust Agreement to the contrary, the interest of Grantor in any such real property shall be deemed to be an interest in real property and not personalty.
- 7.3 No Responsibility for Acts or Omissions of Other Trustees. No successor Trustee shall be required to examine the accounts of any previous Trustee or to demand or contest an accounting by any previous Trustee or the personal representative of such Trustee, or to compel any such Trustee to address a breach of trust, unless in writing instructed to do so by any beneficiary who has attained the age of majority, or by the custodian or legal guardian of any beneficiary under such age.
- 7.4 Special Provisions Applicable to Gift Transfers. Grantor intends that all gift transfers made from the trust created hereunder be first distributed by the Trustee to the Grantor and then transferred by the Grantor to the donee(s) involved. Thus, in each instance of a gift transfer, as for example where title to the gift property is transferred (pursuant to the Grantor's instructions) directly from the trust (or its nominee) into the name of the donee(s) 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 by the Trustee to the Grantor followed by a gift transfer of the property to the donee(s) from the Grantor.
- 7.5 <u>Transition or Change of Trustee</u>. Each successor Trustee, upon assumption of such trusteeship, shall have the same powers, rights, privileges and duties as the predecessor Trustee and title to the entire property of the trust shall automatically vest in the successor Trustee upon assumption of such trusteeship by such successor Trustee without the necessity of any conveyance or other action.

- 7.6 No Bond. Inventory, or Court Reports. The Trustee shall not be required to furnish any bond, file any inventory of property coming into such Trustee's possession, or report to any court with respect to the administration of any trust created herein.
- 7.7 Records and Accountings. The Trustee shall keep accurate books of account for each trust created herein which at all times during normal business hours shall be available for inspection by Grantor, any beneficiary who has attained the age of majority, or by the custodian and/or legal guardian of any beneficiary who is under such age. Upon request in writing, the Trustee shall also make a full and accurate report and accounting of the Trustee's administration of each trust created herein to the respective beneficiary if such beneficiary has attained the age of majority, and if under such age to the custodian and/or legal guardian of such beneficiary.
- 7.8 <u>Compensation</u>. The Trustee shall be paid reasonable compensation for all services rendered hereunder, unless such compensation is waived by the Trustee.
- 7.9 <u>Defense of Trust</u>. If any attempt is made by anyone in anyway to interfere with the administration of any trust created herein, the Trustee shall defend such trust and the administration thereof, and shall, as the Trustee shall determine, in the Trustee's sole discretion, pay all reasonable or proper costs of such defense, including a reasonable attorney's fee.
- 7.10 Consolidation or Merger of Bank or Trust Company. In the event that any bank or trust company named, or acting, as Trustee hereunder is consolidated with or is merged into another bank or trust company, and the continuing or consolidated corporation or banking institution is authorized to act as the Trustee, then such continuing or consolidated bank or trust company shall be the Trustee hereunder.
- 7.11 Appointment of Co-Trustee Where Necessary. If the Trustee shall be or become incapable of acting as Trustee with respect to some particular portion of any trust created herein that may be situated outside Florida, the Trustee shall select and secure the appointment of a Co-Trustee capable of acting as Trustee with respect to such property.
- 7.12 <u>Persons Dealing with Trustee</u>. In no case shall any party dealing with the Trustee in connection with the trust property, or to whom any part of the trust property shall be conveyed, sold, leased, or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money loaned to the Trustee, or be obliged to see that the terms of this Trust Agreement have been complied with, or inquire as to the necessity or expedience of any act of the Trustee.
- 7.13 Small Trust Provision. If at any time the Trustee shall determine that any trust created or arising under this instrument is of a size that is no longer economical to administer, the Trustee, without further responsibility, may (but need not) distribute the trust to the then income beneficiaries thereof in accordance with their respective income interests in such trust, thus terminating such trust. This provision shall not be applicable during the lifetime of Grantor.

7.14 Retention of Assets. A substantial portion of each trust created herein may consist of real estate, marketable stocks, bonds, and other securities. While Grantor considers all such real estate and stock investments to be good and sound investments in which to have all or any part of each trust invested, and, without limiting the right and power of the Trustee to sell all or any part of such real estate and stock investments at any time or from time to time, Grantor requests the Trustee to continue to hold all of such real estate and stock investments in any trust created herein until such time as the Trustee shall, in such Trustee's sole discretion, deem it advisable to dispose of the same, or any part thereof, and the Trustee is hereby relieved and released of any and all responsibility and liability for any loss which such trust may sustain by reason of continuing to have all or any part thereof invested in such real estate and stock investments.

# ARTICLE VIII

#### MISCELLANEOUS

- 8.1 <u>Disclaimer</u>. Any beneficiary who has attained the age of majority, or the legally appointed personal representative of any beneficiary, may disclaim all or any portion of such beneficiary's interest hereunder by written instrument delivered to the Trustee, and in such event the property otherwise passing to, or held in trust for, such beneficiary hereunder shall be distributed in accordance with this Trust Agreement as if such beneficiary had died on the effective date of such written instrument as specified therein.
- 8.2 Rule Against Perpetuity. In the event the interest of any beneficiary of any trust created herein shall violate the Florida Uniform Statutory Rule Against Perpetuities as determined under Section 689.225 of the Florida Statutes, as amended, the terms of such trust shall be reconstrued to require such interest to vest within the latest time period specified for a valid interest under such statutory provision. In the event it is impossible to reconstrue the terms of such statutory provision, then such trust shall terminate within the latest time period specified for a valid interest under such statutory provision. Upon termination the property held in such trust shall be transferred, conveyed, paid over and distributed, free of trust, to the then income beneficiaries thereof, in accordance with their respective income interest in such trust.
- 8.3 Alienation. Except as otherwise provided herein, no payment of principal or net income payable, or to become payable, to any beneficiary hereunder shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and neither the principal nor net income of any trust created herein shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such beneficiary nor shall the same be subject to attachment or legal process for or against any such beneficiary, and the same shall not be recognized by the Trustee, except to such extent as may be required by law. In the event a beneficiary's interest in any trust created herein is garnisheed or attached by order of any court, the Trustee may bring an action for a declaratory judgment in a

court of competent jurisdiction to determine the proper recipient of the principal and/or net income of the trust to be paid by the Trustee. During the pendency of said action, any amount of principal and/or net income that become payable from the trust shall be paid into the court as the same becomes payable, to be distributed by the court to the recipient it deems proper at the close of said action.

- 8.4 Governing Law. This Trust Agreement shall be governed by and construed in accordance with the laws of Florida.
- 8.5 Order of Deaths. If any beneficiary hereunder dies simultaneously with Grantor or under circumstances which render it difficult to determine who predeceased the other, Grantor shall be deemed for purposes hereof to have survived such beneficiary.
- 8.6 <u>Captions</u>. The captions herein are for convenient reference only and are of no legal effect, and under no circumstances shall they affect the construction of any provision of this Trust Agreement.
- 8.7 Counterparts. Each executed copy of this Trust Agreement shall be deemed to be an original for all purposes.

IN WITNESS WHEREOF, Grantor and the Trustee have duly executed this Trust Agreement on the date set forth in the acknowledgment below but effective as of the day and the year first above written.

Carrie J.M. Chusid – GRANTOR

Carrie J.M. Chusid- TRUSTEE

Signed, sealed, and declared by Grantor and the Trustee to be Grantor's Revocable Trust Agreement, in our presence, and we, in Grantor's presence, in Trustee's presence and in the presence of each other, have hereunto subscribed our names as witnesses on this 2 \ day of 2015.

Print Name: Johnse / Oger

Print Name: John Ye / Ogers

rint Name: Jan Fo

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residing at Shalimar Mokuof

STATE OF FLORIDA) COUNTY OF OKALOOSA)
We, Grantor, Trustee, Johne Rogers and Jan Foley, the Grantor, the Trustee and the witnesses respectively, whose names are signed to the attached or
foregoing instrument, having been sworn, declared to the undersigned officer that Grantor and the Trustee in the presence of the witnesses signed this instrument as Grantor's Revocable Trust Agreement, that Grantor and the Trustee signed, and that each of the witnesses, in the presence
of Grantor and the Trustee and in the presence of each other, signed this instrument as a witness.
Grantor
Trustee Trustee
$\frac{1}{80} = \frac{1}{80} $
Witness
Print Name: Johne Kogers
Jan Hey
Witness  Print Name: Jan Foley
Subscribed and swom to before me by Grantor, Trustee, and by Johne Rogers
and <u>Jan Foley</u> , the witnesses, on this <u>21</u> day of <u>may</u> , 2015.  The Grantor, the Trustee and the witnesses are personally known to me or produced
F- Drivers License and the withesses are personally known to me of produced as identification and did take an
oath.
NOTARY PUBLIC  My Commission Expires:
GRESHAM FOSTER  OMMISSION # FF4199

EXPIRES April 3, 2017

BONDED THROUGH RUINSURANCE COMPANY

# 20210810000389390 08/10/2021 02:59:25 PM TRUST 20/21

### EXHIBIT "A"

Ten Dollars (\$10.00).

This instrument prepared by:
ANCHORS SMITH GRIMSLEY
Professional Limited Company
(N. Gresham Foster)
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064

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# STATE OF ALABAMA

# **COUNTY OF SHELBY**

1 Carrie J. M. Chusid, the Trustee of the Carrie J. M. Chusid Living Revocable Trust, hereby certifies that the terms of the attached Trust are true and correct and have not been changed or amended since execution.

DONE this 6th day of August, 2021.

Carrie J. M. Chusid

Trustee of the Carrie J. M. Chusid Living Revocable Trust



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/10/2021 02:59:25 PM
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