

**THIRD AMENDED AND RESTATED
JOYCE MARTIN SMITH REVOCABLE TRUST**

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**THIRD AMENDED AND RESTATED
JOYCE MARTIN SMITH REVOCABLE TRUST**

THIS AMENDMENT AND RESTATEMENT is made this 8 day of Feb., 2024, by and between **JOYCE MARTIN SMITH**, of Nassau County, Florida, as settlor, referred to in the first person, and **JOYCE MARTIN SMITH**, as trustee, with the successor trustee collectively referred to as the "Trustee," which term shall refer to whoever shall be acting as trustee under this agreement.

WHEREAS, by agreement dated September 2, 1994, I entered into a trust agreement establishing a revocable trust;

WHEREAS, the trust agreement was amended on September 8, 2000;

WHEREAS, the trust agreement was amended on June 12, 2009;

WHEREAS, the trust agreement was amended and restated on December 14, 2012;

WHEREAS, the trust agreement was amended on February 22, 2013;

WHEREAS, the trust agreement was amended and restated on April 6, 2022;

WHEREAS, the trust agreement, as modified as set forth above, is hereinafter referred to as the "Trust Agreement:" and

WHEREAS, pursuant to paragraph C.2 of Article II of the Trust Agreement, I reserved the right to amend the Trust Agreement.

NOW THEREFORE, I deem it appropriate to amend the Trust Agreement and to completely restate the same in its entirety as follows:

**ARTICLE I
FAMILY INFORMATION**

I am a citizen of the United States of America, and my date of birth is August 6, 1932. I am not married as my husband, **WILLIAM P.C. SMITH**, predeceased me. We had no children together. I have four (4) children from a prior relationship, **JOYCE CHERIE MARTIN**, born September 6, 1953, **SUZANNE MARTIN**, born April 21, 1955, **BENJAMIN WILSON MARTIN, JR.**, born May 30, 1959, and **MICHELLE MARTIN BAKER**, born July 27, 1963. My daughter, **JOYCE CHERIE MARTIN**, has predeceased me.

**ARTICLE II
TRUST PROPERTY**

I previously transferred and delivered to the Trustee certain property, such property to be held upon the terms and conditions and with the powers and limitations set forth in this agreement. With the Trustee's consent, additional property may from time to time be transferred to this trust by me, during my lifetime or at death, or by any other person. If any addition is made by will, the

Trustee may accept the statement of the personal representative that the assets delivered to the Trustee constitute all of the property to which the Trustee is entitled, without inquiring into such personal representative's administration or accounting. This trust may be referred to as the "**JOYCE MARTIN SMITH REVOCABLE TRUST.**"

ARTICLE III
ADMINISTRATION DURING MY LIFETIME

A. Payment of Principal and Income. During my lifetime, the Trustee shall pay to me or for my benefit so much of the income or principal of the trust as I shall from time to time direct the Trustee. If I do not provide the Trustee with such direction, or upon and during my incapacity, the Trustee shall pay so much of the income of the trust, and, to the extent necessary, so much of the principal, as may be necessary in the Trustee's discretion, to ensure my health, education, maintenance, and support. Any income not so paid by the end of the taxable year shall be added to the principal of the trust. No beneficiary other than me or the legal representative of my estate shall have the right to question the Trustee's acts during my lifetime.

B. Lifetime Gifts. The Trustee is authorized, in the Trustee's sole discretion, upon my incapacity, to make gifts of the trust property to continue any gift program which I previously commenced. Such gifts may be made outright or in trust.

C. Retained Rights. During my lifetime, I retain:

1. Withdrawal and Revocation. The right to withdraw all or any part of the trust property and to revoke this agreement entirely and the trusts hereby created and to receive from the Trustee all or any part of the trust property, free from trust, by writing signed by me and delivered to the Trustee.

2. Amendment. The right and power to amend, change, and supplement this agreement by written agreement between me and the Trustee executed in the same manner as this agreement.

3. Appointment and Removal of Trustees. The right and power to (i) remove any then serving Trustee or Co-Trustee, with or without cause, (ii) appoint any individual (including myself) or any Corporate Trustee as Trustee, Co-Trustee, or successor Trustee, (iii) change the designation of any successor Trustee, and/or (iv) grant the power to, remove the power of, and/or alter the power of any person to appoint and remove Trustees, Co-Trustees, and successor Trustees.

D. Authority Under Power of Attorney. My attorney-in-fact shall have the right to amend, modify, revoke, and/or terminate this trust during my lifetime only if my attorney-in-fact is expressly provided the authority to exercise any such powers pursuant to the terms of a valid durable power of attorney executed by me.

E. Directions Regarding my Residence. It is my desire and direction that I remain in my home until my death. I direct the Trustee to assure that my home, which is 8 Marshpoint Road, Amelia Island, FL 32034, be retained as an asset in this trust unless and until I personally direct, in writing, that it be sold or otherwise be disposed of, so that I always have this residence to return to

should I ever need to leave the home for any reason, i.e., medical treatment. Furthermore, I direct that my granddaughter, **ERIN MICHELE BINGHAM**, and her family, be allowed to live in the residence, free of charge or expense, even in my absence and direct the trustee to assure that this direction is carried out.

F. Trustee's Liability Limited. Despite the foregoing provisions, no alteration, modification, change or amendment of this agreement shall increase or change the Trustee's duties, liabilities, responsibilities or compensation until consented to in writing by the Trustee.

G. Homestead Exemption. In order to claim homestead exemption rights pursuant to Section 196.031, Florida Statutes, I expressly retain the right to use, possess, and occupy, as my personal residence during my lifetime, any real property which may be owned by the trust and used as my residence. My reserved interest shall be construed as a "beneficial title in equity to real property" as set forth in Section 196.031(1), Florida Statutes, or any successor statute.

ARTICLE IV **ADMINISTRATION UPON MY DEATH**

Upon and after my death, the trust shall become irrevocable, and the Trustee shall make the following dispositions from the trust, including any property passing to the trust from my probate estate, and the proceeds of any life insurance or other death benefits of which the Trustee or the trust is named beneficiary:

A. Payment of Debts, Expenses, Taxes, and other Obligations. The Trustee shall pay and distribute from the trust estate to the personal representative of my estate, or in the Trustee's discretion, pay directly, without seeking reimbursement or recovery from any person, such sums as may be required by the personal representative with which to pay legal debts (except debts which constitute encumbrances on real property), expenses of my last illness and funeral, administration expenses (including ancillary), and those administration expenses payable on account of my death with respect to assets which do not pass under this trust. All estate, inheritance, and succession taxes attributable to property included in my gross estate for federal estate tax purposes shall be apportioned in accordance with the Florida apportionment statute in effect on the date of my death. For purposes of apportioning such tax among the respective beneficiaries of this trust in accordance with such statute, beneficiaries of specific gifts or residuary gifts under this trust shall be treated in the same manner as they would have been if such gifts were specific devises or residuary devises passing under a will. I reserve the right to reimbursement or recovery of any federal or state estate tax attributable to property in which I have a qualifying income interest for life. The Trustee is authorized to estimate and set aside or deliver to the personal representative a fund for these purposes, to enable the Trustee to make sooner distributions or to establish any separate trust fund hereafter described. In determining the nature and amount of any expenses, claims, debts, and tax liabilities that may be due following or occasioned by my death, the Trustee may rely on the written instructions of the personal representative of my probate estate. The Trustee need not (but may) verify the validity or amount of any demand which may be made upon the Trustee by the personal representative and the Trustee shall be exonerated for any liability or losses that might result from reliance on the written instructions of such personal representative. The manner of payment shall require no reimbursement or adjustment of accounts of the trust estate or of the shares that the beneficiaries shall be entitled to receive in income or principal. The Trustee's selection of assets to

be sold for such purposes or to satisfy any pecuniary gifts shall not be subject to question by any beneficiary. Notwithstanding anything to the contrary in this Agreement, I specifically do not waive any protection provided by any statute pursuant to the laws of the State of Florida that would cause any asset disposed of under this Agreement to be exempt from the payment of any obligations under this paragraph. Specifically, I expressly provide that any proceeds of life insurance payable to the Trustee shall never be or become part of my probate or testamentary estate, and nothing in this Agreement shall be deemed to subject those proceeds to the payment of my debts or expenses.

B. Specific Gift to Children. I have previously gifted to my daughter, **SUZANNE MARTIN**, the sum of \$230,000 for her to purchase a condominium in Florida. In order to equalize the distributions to my children, I direct that the Trustee distribute, outright and free of trust, the sum of \$230,000 to each of the following of my children, **BENJAMIN WILSON MARTIN, JR.**, and **MICHELLE MARTIN BAKER**. Should a child of mine fail to survive me, then such gift to that child shall lapse.

C. Distribution of Residue. The Trustee shall divide the remaining trust estate into the following equal shares:

1. Gift to Suzanne Martin. One (1) equal share for my daughter, **SUZANNE MARTIN**, if she survives me, and if she fails to survive me, then for her then living lineal descendants, per stirpes who survive me, and if none, then no equal share shall be set aside under this paragraph C.1. To the extent the share is exempt from GST tax due to the allocation of all or a portion of my remaining generation-skipping transfer ("GST") tax exemption, that portion of the share shall be distributed to the then serving Trustee of the Multigenerational Trust created herein for the share that benefits **SUZANNE MARTIN**, or her then living lineal descendants, as the case may be. As to the balance of the share, to which no portion of my GST tax exemption has been allocated, that portion shall be distributed to the then serving Trustee of the Children's Trust created herein for the share that benefits **SUZANNE MARTIN**, or her then living lineal descendants, as the case may be.

2. Gift to Benjamin Wilson Martin, Jr. One (1) equal share for my son, **BENJAMIN WILSON MARTIN, JR.**, if he survives me, and if he fails to survive me, then no equal share shall be set aside under this paragraph C.2. To the extent the share is exempt from GST tax due to the allocation of all or a portion of my remaining GST tax exemption, that portion of the share shall be distributed to the then serving Trustee of the Multigenerational Trust created herein for the share that benefits **BENJAMIN WILSON MARTIN, JR.** As to the balance of the share, to which no portion of my GST tax exemption has been allocated, that portion shall be distributed to the then serving Trustee of the Children's Trust created herein for the share that benefits **BENJAMIN WILSON MARTIN, JR.**

3. Gift to Michelle Martin Baker. One (1) equal share for my daughter, **MICHELLE MARTIN BAKER**, if she survives me, and if she fails to survive me, then for her then living lineal descendants, per stirpes who survive me, and if none, then no equal share shall be set aside under this paragraph C.3. To the extent the share is exempt from GST tax due to the allocation of all or a portion of my GST tax exemption, that portion of the share shall be distributed to the then serving Trustee of the Multigenerational Trust created herein for the share that benefits **MICHELLE MARTIN BAKER**, or her then living lineal descendants, as the case may be.

As to the balance of the share, to which no portion of my GST tax exemption has been allocated, that portion shall be distributed to the then serving Trustee of the Children's Trust created herein for the share that benefits **MICHELLE MARTIN BAKER**, or her then living lineal descendants, as the case may be.

4. Gift to Erin Michele Bingham. One (1) equal share for my granddaughter, **ERIN MICHELE BINGHAM**, if she survives me, and if she fails to survive me, then for her then living lineal descendants, per stirpes who survive me, and if none, then no equal share shall be set aside under this paragraph C.4. In funding this equal share the Trustee shall first distribute any interest in the residence that constitutes my Florida homestead (which is 8 Marshpoint Road, Amelia Island, FL 32034 at the time of this amendment and restatement), which is owned by this trust at the time of or as a result of my death, outright and free of trust to **ERIN MICHELE BINGHAM** and the balance of the share shall be distributed to the then serving Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Erin Michele Bingham dated December 14, 2012. To the extent this distribution exceeds the allocation of my remaining GST tax exemption that is available to be allocated to this share under paragraph D. below and GST tax is determined to be due, then this distribution shall bear such tax. Should the value of my Florida homestead exceed the equal share my granddaughter, **ERIN MICHELE BINGHAM**, would otherwise be entitled to, then the entire Florida homestead shall still be distributed to my granddaughter and the other equal shares of the remainder beneficiaries shall be adjusted downward pro-rata. Following my death and prior to the distribution of the residence to **ERIN MICHELE BINGHAM**, **ERIN MICHELE BINGHAM** and her family shall be entitled to the exclusive use and enjoyment of my Florida homestead, subject to their assumption of the payment of all costs and expenses, including utilities, and taxes, pro-rated to the time of my death, attributable to the Florida homestead.

D. Allocation of GST Tax Exemption. In my Last Will and Testament, I may have directed my personal representative to follow any instructions set forth in this agreement regarding the allocation of my generation-skipping transfer ("GST") tax exemption. I hereby direct my personal representative or the Trustee to allocate my GST tax exemption first to any direct skip, as such term is defined in Section 2612(c)(1) of the Code, then to the shares of the Multigenerational Trust, and finally to the shares of the Children's Trust.

ARTICLE V

CHILDREN'S TRUST

The Trustee shall hold in trust, invest, and reinvest any property designated to be held hereunder and apply the principal and income thereof, as follows:

A. Division for GST Tax Purposes. If the Children's Trust would be partially exempt from GST tax by reason of allocation of GST tax exemption, the Children's Trust shall be divided into two (2) separate shares of equal or unequal value, to permit allocation of the GST tax exemption solely to one share (the "exempt share") which will be entirely exempt from GST tax. Any portion of the Children's Trust to which the GST tax does not apply shall also be administered as part of the exempt share. The exempt share and the other share (the "nonexempt share"), or the entire amount if it is completely exempt or nonexempt from GST tax, shall be held and distributed as set forth in this article. To the extent GST tax exemption is allocated to an existing nonexempt share, the portion of

such nonexempt share to which GST exemption has been allocated shall be held, administered, and distributed in accordance with the exempt share of the Children's Trust.

B. Trust Beneficiaries. Each share set aside for a living child of mine shall be held in trust, separately as to any exempt share and as to any nonexempt share, and administered as provided in paragraph C below. Each share set aside for a lineal descendant of a deceased child of mine shall be distributed outright and free of trust to such individual, subject to postponement as provided in paragraph M. of Article VII, provided however, any share to be distributed to or in trust for my granddaughter, **ERIN MICHELE BINGHAM**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Erin Michele Bingham dated December 14, 2012, any share to be distributed to or in trust for my grandson, **ZACHARIA ETAHIRI**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Zacharia Etahiri dated December 14, 2012, any share to be distributed to or in trust for my granddaughter, **SAFIA ETAHIRI**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Sophia Etahiri dated December 14, 2012, and any share to be distributed to or in trust for my grandson, **BERINGER MARTIN BAKER**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Beringer Martin Baker dated December 14, 2012, created by me as grantor, to be held, administered, and distributed as an integral part of such trusts.

C. Administration of Exempt and Nonexempt Shares. Each exempt and nonexempt share shall be separately held and administered as follows:

1. Administration During Beneficiary's Lifetime. During the beneficiary's lifetime, the Trustee may pay so much of the net income and principal to or for the benefit of the beneficiary, at such times and in such manner as the Trustee may deem advisable in the Trustee's discretion, for the beneficiary's health, education, maintenance, and support. Any net income not distributed shall be periodically added to and commingled with the principal of this trust. The Trustee shall place primary emphasis upon the needs of the beneficiary and not on the preservation of the trust for the remainder beneficiaries. In determining the amount of any discretionary distribution, the Trustee shall consider the other resources of the beneficiary. 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.

2. Administration Upon Beneficiary's Death. Subject to the provisions of paragraph C.3., upon the death of any beneficiary for whom a separate trust share has been set apart under this article, the remaining trust estate not effectively appointed shall be distributed to the beneficiary's then living lineal descendants, per stirpes, or if none, then in like manner for the then living lineal descendants, per stirpes, of the beneficiary's nearest ancestor who was a descendant of mine and who has then living lineal descendants, or if also none, then in like manner for my then living lineal descendants, per stirpes, provided, however, that the share to be distributed to any child of mine shall instead be added to such child's share then held hereunder as if it had been an original part of the trust share, except that upon the then subsequent death of any of my children for whose primary benefit another share is added, such addition made to such child's share shall not be subject to the testamentary general power of appointment otherwise granted such child over his or her share. Provided, further, any share to be distributed to or in trust for my granddaughter, **ERIN MICHELE BINGHAM**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Erin Michele Bingham dated December 14, 2012, any share

to be distributed to or in trust for my grandson, **ZACHARIA ETAHIRI**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Zacharia Etahiri dated December 14, 2012, any share to be distributed to or in trust for my granddaughter, **SAFIA ETAHIRI**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Sophia Etahiri dated December 14, 2012, and any share to be distributed to or in trust for my grandson, **BERINGER MARTIN BAKER**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Beringer Martin Baker dated December 14, 2012, created by me as grantor, to be held, administered, and distributed as an integral part of such trusts.

3. Beneficiary's Testamentary General Power of Appointment to Avoid GST Tax. Upon the death of any beneficiary, if any amount would by reason of the beneficiary's death be subject to any GST tax, then that portion of such amount which, if added to the deceased beneficiary's gross estate for federal estate tax purposes, would result in the least aggregate wealth transfer taxes to the beneficiary's estate and the trust administered hereunder (including but not limited to GST taxes and estate taxes) shall be distributed to the creditors of the deceased beneficiary's estate (together with any other appointees permitted by any other power of appointment granted hereunder to such beneficiary), in such manner and proportions, as the beneficiary may appoint by will making specific reference to this testamentary general power of appointment. Notwithstanding the foregoing, if any Disinterested Trustee is then serving, the power of appointment granted under this paragraph shall be exercisable in favor of a creditor of the beneficiary's estate only with the written consent of the Disinterested Trustee. Such consent shall be signified, if at all, before the death of the beneficiary, by an instrument in writing. For purposes of this paragraph, the term "creditors" does not include any person from whom such individual did not receive full and adequate consideration when the creditor relationship was established.

D. Trust Termination and Contingent Beneficiaries. Unless sooner terminated in accordance with the preceding provisions of this article, any trusts created under this article shall terminate upon the first to occur of (i) the death of the last of my lineal descendants who are permissible beneficiaries, or (ii) the expiration of twenty-one (21) years after the death of the last of my lineal descendants who are living as of the date of my death. Upon termination, the Trustee shall distribute each share of the remaining trust estate to the beneficiary then entitled to receive distributions of income from such share, and if there are none, then such amount shall be divided into three (3) equal shares, with one (1) equal share distributed to **FIRST PRESBYTERIAN CHURCH**, located in Fernandina Beach, Florida, one (1) equal share distributed to **WESLEYAN COLLEGE**, located in Macon, Georgia, and one (1) equal share distributed to **NATIONAL ALLIANCE FOR THE MENTALLY ILL**, located in Fernandina Beach, Florida. If any charitable organization is no longer in existence at the time such organization becomes entitled to a distribution of a share of this trust, then the share of such organization shall be distributed in equal shares to the remaining organizations, or organization, as the case may be, which is still in existence.

ARTICLE VI

MULTIGENERATIONAL TRUST

The Trustee shall hold in trust, invest and reinvest any property designated to be held hereunder and apply the principal and income thereof, as follows:

A. Division for GST Tax Purposes. If the Multigenerational Trust would be partially exempt from GST tax by reason of allocation of GST tax exemption, the Multigenerational Trust shall be divided into two (2) separate shares of equal or unequal value, to permit allocation of the GST tax exemption solely to one share (the "exempt share") which will be entirely exempt from GST tax. Any portion of the Multigenerational Trust to which the GST tax does not apply shall also be administered as part of the exempt share. The exempt share and the other share (the "nonexempt share"), or the entire amount if it is completely exempt or nonexempt from GST tax, shall be held and distributed as set forth in this article. To the extent GST tax exemption is allocated to an existing nonexempt share, the portion of such nonexempt share to which GST exemption has been allocated shall be held, administered, and distributed in accordance with the exempt share of the Multigenerational Trust.

B. Trust Beneficiaries. Each share set aside for a living child of mine shall be held in trust, separately as to any exempt share and as to any nonexempt share, and administered as provided in paragraph C below. Each share set aside for a lineal descendant of a deceased child of mine shall be distributed outright and free of trust to such individual, subject to postponement as provided in paragraph M. of Article VII; provided however, any share to be distributed to or in trust for my granddaughter, **ERIN MICHELE BINGHAM**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Erin Michele Bingham dated December 14, 2012, any share to be distributed to or in trust for my grandson, **ZACHARIA ETAHIRI**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Zacharia Etahiri dated December 14, 2012, any share to be distributed to or in trust for my granddaughter, **SAFIA ETAHIRI**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Sophia Etahiri dated December 14, 2012, and any share to be distributed to or in trust for my grandson, **BERINGER MARTIN BAKER**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Beringer Martin Baker dated December 14, 2012, created by me as grantor, to be held, administered, and distributed as an integral part of such trusts.

C. Administration of Exempt and Nonexempt Shares. Each exempt and nonexempt share shall be separately held and administered as follows:

1. Administration During Beneficiary's Lifetime. During the beneficiary's lifetime, the Trustee may pay so much of the income and principal to or for the benefit of the beneficiary and the beneficiary's lineal descendants, at such times and in such manner as the Trustee may deem advisable in the Trustee's discretion, for the beneficiary's and the beneficiary's lineal descendants' health, education, maintenance, and support for the support. Any net income not distributed shall be periodically added to and commingled with the principal of this trust. The Trustee shall place primary emphasis upon the needs of the primary beneficiary and not on the preservation of the trust for the remainder beneficiaries. In determining the amount of any discretionary distribution, the Trustee shall consider the other resources of the beneficiary or the beneficiary's lineal descendants. 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.

2. Administration Upon Beneficiary's Death. Subject to the provisions of paragraph C.3 below, upon the death of any beneficiary for whom a separate trust share has been set apart under this article, the beneficiary's separate trust share shall be distributed outright and free of trust to the beneficiary's then living lineal descendants, per stirpes, and if none,

then in like manner for the then living lineal descendants, per stirpes, of the beneficiary's nearest ancestor who was a descendant of mine and who has then living lineal descendants, or if also none, then in like manner unto my then living lineal descendants, per stirpes, provided, however, that the share to be distributed to any child of mine shall instead be added to such child's share then held hereunder as if it had been an original part of the trust share, subject to postponement as provided in this paragraph C. Provided, further, any share to be distributed to or in trust for my granddaughter, **ERIN MICHELE BINGHAM**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Erin Michele Bingham dated December 14, 2012, any share to be distributed to or in trust for my grandson, **ZACHARIA ETAHIRI**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Zacharia Etahiri dated December 14, 2012, any share to be distributed to or in trust for my granddaughter, **SAFIA ETAHIRI**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Sophia Etahiri dated December 14, 2012, and any share to be distributed to or in trust for my grandson, **BERINGER MARTIN BAKER**, shall be distributed to the Trustee of the Joyce Martin Smith Irrevocable Trust F/B/O Beringer Martin Baker dated December 14, 2012, created by me as grantor, to be held, administered, and distributed as an integral part of such trusts.

3. Beneficiary's Testamentary General Power of Appointment to Avoid GST Tax. Upon the death of any beneficiary, if any amount would by reason of the beneficiary's death be subject to any GST tax, then that portion of such amount which, if added to the deceased beneficiary's gross estate for federal estate tax purposes, would result in the least aggregate wealth transfer taxes to the beneficiary's estate and the trust administered hereunder (including but not limited to GST taxes and estate taxes) shall be distributed to the creditors of the deceased beneficiary's estate (together with any other appointees permitted by any other power of appointment granted hereunder to such beneficiary), in such manner and proportions, as the beneficiary may appoint by will making specific reference to this testamentary general power of appointment. Notwithstanding the foregoing, if any Disinterested Trustee is then serving, the power of appointment granted under this paragraph shall be exercisable in favor of a creditor of the beneficiary's estate only with the written consent of the Disinterested Trustee. Such consent shall be signified, if at all, before the death of the beneficiary, by an instrument in writing. For purposes of this paragraph, the term "creditors" does not include any person from whom such individual did not receive full and adequate consideration when the creditor relationship was established.

D. Trust Termination and Contingent Beneficiaries. Unless sooner terminated in accordance with the preceding provisions of this article, any trusts created under this article shall terminate upon the first to occur of (i) the death of the last of my lineal descendants who are permissible beneficiaries, or (ii) the expiration of twenty-one (21) years after the death of the last of my lineal descendants who are living as of the date of my death. Upon termination, the Trustee shall distribute each share of the remaining trust estate to the beneficiary then entitled to receive distributions of income from such share, and if there are none, then such amount shall be divided into three (3) equal shares, with one (1) equal share distributed to **FIRST PRESBYTERIAN CHURCH**, located in Fernandina Beach, Florida, one (1) equal share distributed to **WESLEYAN COLLEGE**, located in Macon, Georgia, and one (1) equal share distributed to **NATIONAL ALLIANCE FOR THE MENTALLY ILL**, located in Fernandina Beach, Florida. If any charitable organization is no longer in existence at the time such organization becomes entitled to a distribution of a share of this trust, then the share of such organization shall be distributed in equal shares to the remaining organizations, or organization, as the case may be, which is still in existence.

ARTICLE VII
TRUST ADMINISTRATIVE PROVISIONS

The provisions of this article shall apply to each trust held under this instrument:

A. Facilitation of Payments. If at any time a beneficiary eligible to receive net income or principal distributions is under legal disability, or in the opinion of the Trustee is incapable of properly managing his or her financial affairs, then the Trustee may make those distributions directly to the beneficiary, to a lawful guardian of the beneficiary, or to a custodian selected by the Trustee for the beneficiary under a Uniform Transfers to Minors Act or similar applicable law, or may otherwise expend the amounts to be distributed for the benefit of the beneficiary in such manner as the Trustee considers advisable. As used throughout this instrument, the term "lawful guardian" shall mean successively in the order named (i) the court-appointed guardian of the estate, (ii) either parent, or (iii) the individual having personal custody (whether or not a court-appointed guardian) where no guardian of the estate has been appointed.

B. Determination of Incapacity. Any Trustee or beneficiary shall be deemed incapacitated, and therefore to suffer from incapacity, if the Trustee (or the successor Trustee, if the incapacity of the sole then serving Trustee is in question) receives written proof that (1) the individual has been adjudicated as lacking capacity with regard to the management of at least some of such individual's property by a court of competent jurisdiction in the state in which such individual resides, (2) a guardian of the person or estate of such individual shall have been appointed with regard to the management of such individual's financial affairs by a court of competent jurisdiction in the state in which such individual then resides, or (3) a physician licensed to practice under the laws of the state in which such individual then resides certified to the Trustee (or the successor Trustee, if the incapacity of the sole then serving Trustee is in question) at the pertinent time and for any pertinent period of time, that such individual is for any cause unable properly to care for himself or herself or his or her property.

C. Accrued Income. Except as otherwise provided in this instrument, all income accrued or undistributed at the termination of any interest shall be treated as if it had accrued or been received immediately after that termination.

D. Spendthrift Clause. A material purpose of certain trusts created under this instrument is to provide for the beneficiaries as specified by the terms of the respective trust by protecting trust assets from anticipation by a beneficiary or attachment by a creditor of a beneficiary. It is my strong desire to benefit my beneficiaries and not to benefit anyone who has a claim against any of my beneficiaries. The Trustee shall keep this in mind in administering the trust and in determining whether to make distributions from the trust. Therefore, except as otherwise provided by law, none of the principal or income of the trusts created hereunder shall be subject to anticipation, assignment, mortgage, or pledge, whether voluntary or involuntary, by any beneficiary or to the interference or control of any creditor of a beneficiary, or any spouse for alimony or support, and shall not be reached by any legal, equitable, or other process, including divorce or other dissolution of marriage proceedings and bankruptcy proceedings, in satisfaction of any debt or liability of a beneficiary prior to receipt by the beneficiary; but all payments of principal and income as provided herein shall be made by the Trustee to the beneficiaries designated in accordance with the provisions of the trusts herein provided. A beneficiary's interest in each trust created hereunder is subject to this spendthrift

provision as governed by Section 736.0502, Florida Statutes. However, the restrictions set forth in this paragraph shall not apply to me or in any way limit my rights as a beneficiary during my lifetime.

E. Perpetuities Clause. Notwithstanding anything in this instrument to the contrary, no trust created hereby, except any charitable trust or private foundation, or by exercise of a power of appointment hereunder, shall continue for more than the limiting period permitted by the applicable rule against perpetuities. Any property still held in trust at the expiration of that period shall immediately be distributed to the persons then entitled to receive or have the benefit of the income therefrom in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.

F. Adoption. For all purposes of this instrument, in determining whether a person is a child or descendant of any other person, legal adoption before the person adopted reached the age of twenty-one (21) years, but not thereafter, whether single or successive, shall be equivalent in all respects to blood relationship.

G. Power of Appointment. The Trustee shall distribute any trust principal or net income as to which a power of appointment is exercised to the designated appointee or appointees (whether living at the time of exercise or thereafter born) upon such conditions and estates, in such manner (in trust or otherwise), with such powers, in such amounts or proportions, and at such time or times (but not beyond the period permitted by any applicable rule of law relating to the perpetuities) as the holder of the power may specify in the instrument exercising the power. To be effective, the exercise of any power of appointment granted hereunder shall make specific reference to the provision creating the power. In determining whether a testamentary power of appointment has been exercised, the Trustee, without liability, may rely on a will admitted to probate in any jurisdiction as the will of the holder of the power or may assume the holder left no will in the absence of actual knowledge of one within three months after the holder's death.

H. Elections. The Trustee shall make such elections under the tax laws as the Trustee deems advisable, without regard to the relative interests of the beneficiaries. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections under the tax laws made by the Trustee or my personal representative.

I. Homestead Possessory Right. Notwithstanding anything in this instrument to the contrary, if any portion of any residence is held as an asset of any trust created hereunder and used as a primary residence of a beneficiary of the trust, the beneficiary of such trust residing in said residence shall have a present possessory right to full use, occupancy and possession of such homestead residence for life. It is my intention that such beneficiary's interest in the residence shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Section 196.041(2), Florida Statutes, and this instrument shall be so construed.

J. Underproductive Property. No statute with respect to underproductive property shall apply to any trust created hereunder. Except as otherwise provided herein, the Trustee is authorized to hold underproductive assets that are contributed to the trust or are part of my estate, and to pay the cost of carrying that property from income. No distributions are to be made in lieu of income from

that property, no income is to be charged against the proceeds of that property and all net proceeds are to be treated as principal.

K. Discretionary Standard with Support Obligation. Notwithstanding any other provision of this instrument, I hereby limit the general discretionary powers of the Trustee so that (i) no Trustee shall participate in any decision regarding a discretionary distribution to that Trustee personally, except to the extent governed by and made pursuant to a standard under this instrument which constitutes an ascertainable standard within the meaning of Code Sections 2041 and 2514, and (ii) no Trustee may use trust income or principal to discharge the legal obligation of the Trustee, individually, to support or educate a beneficiary hereunder. If necessary, the decisions of any other Trustee, or if none, the successor Trustee or an individual selected as provided in Section 736.0814, Florida Statutes, shall be binding.

L. Division of Trusts for Generation-Skipping. If an allocation of any transferor's GST tax exemption is made to a trust created hereunder, and the value of the property which is used to fund the trust (as determined for federal transfer tax purposes) exceeds the amount of the GST tax exemption allocated to such trust, then before the allocation, the personal representative or Trustee, in their discretion, may divide the trust into two separate trusts of equal or unequal value, to permit allocation of the exemption solely to one trust which will be entirely exempt from GST tax. In addition, if a trust is exempt from GST tax and adding property to the trust would subject it to GST tax, or if a trust is not exempt from GST tax and adding property to the trust would decrease the trust's inclusion ratio as defined by Code Section 2642, the personal representative or Trustee, in their discretion, may hold that property as a separate trust in lieu of making the addition. Except as otherwise provided in this instrument, the two trusts shall have the same terms and conditions, but the Trustee shall not make discretionary distributions from the principal of the exempt trust to beneficiaries who are non-skip persons (as defined by Code Section 2613(b)) so long as any cash or readily marketable assets remain in the nonexempt trust. Upon the concurrent division of, or distribution from, an exempt trust and a nonexempt trust, the Trustee, in the Trustee's discretion, may first utilize property from the exempt trust to fund a beneficiary's share from which a generation-skipping transfer is more likely to occur, and may utilize the remaining property from the exempt trust, if any, and the property from the nonexempt trust to fund other shares. If the Trustee shall deem that any termination of an interest in trust property is a taxable termination subject to a GST tax, the Trustee shall pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries. The personal representative may elect under Code Section 2652(a)(3) to treat me as the transferor of any qualified terminable interest property with respect to which my estate was allowed a deduction by reason of Code Section 2056(b)(7) and, if the personal representative plans to exercise such election as to any part but not all of any such qualified terminable interest property, the personal representative or Trustee shall set apart property constituting such part in a separate trust before the Code Section 2652(a)(3) election is made, so that after the election and after the allocation of the GST tax exemption its inclusion ratio as defined in Code Section 2642(a)(1) will be zero.

M. Distributions to Incapacitated and Younger Beneficiaries. If any share of the trusts created herein becomes distributable to a beneficiary who is incapacitated or under the age of twenty-five (25) years, such share shall vest and the Trustee, in the Trustee's discretion, shall retain possession of such share while such beneficiary is incapacitated or under the age of twenty-five (25) years. In the meantime, the Trustee shall use or expend and apply so much of the income and

principal of each such share as the Trustee deems necessary or desirable for the education, support, and maintenance in health and reasonable comfort of each such beneficiary, adding any income not so used to principal at the end of each calendar year. If any such beneficiary dies before attaining the age of twenty-five (25) years or becoming competent, the remaining principal and income of his or her share shall be distributed to his or her estate. The Trustee shall hold and administer each retained share in accordance with the powers of investment and administration provided herein for the operation of trusts generally.

N. Distributions to Beneficiaries Receiving Governmental Assistance. Notwithstanding any provision of this instrument to the contrary, I direct that the Trustee make no payment or application of income and/or principal to or for the benefit of a beneficiary hereunder, if the Trustee, in the Trustee's absolute discretion, believes that such payment or application may or will jeopardize a beneficiary's receipt of or entitlement to any governmental assistance benefits including, but not limited to, housing allowances, disability, supplemental security income, and/or Medicaid. Rather, it is my direction that the Trustee use the income and/or principal of this trust: (i) to provide any such beneficiary with supplemental assistance for his or her care, shelter, and other special needs if not adequately provided by the means based governmental assistance program; and (ii) to provide for the entertainment, luxury items, travel, education, hobby, and special needs of such beneficiary over and above that given by such governmental assistance.

O. Qualified Retirement Plan. Notwithstanding anything herein to the contrary, if an interest in any individual retirement account or annuity, as described in Code Section 408, or an interest in any retirement plan qualified under Code Section 401(a), or an interest in any employee annuity as described in Code Section 403 (collectively referred to herein as the "Retirement Plan or Plans") is received as an asset of any trust created hereunder, or if any trust created hereunder is designated as the beneficiary of a Retirement Plan, the Trustee shall take the following steps with respect to such Retirement Plan:

1. Minimum Distribution Requirement. The Trustee shall monitor the minimum required distributions ("MRDs") from such Retirement Plans to insure that the MRDs are made.

2. Determination of Income or Principal. The Trustee shall treat distributions from any Retirement Plan as income of the trust to which the Retirement Plan is allocated to the extent that the distribution represents income generated or deemed to be generated by such Retirement Plan, notwithstanding the treatment of such portion of the distribution under any law concerning the determination of income and principal for trust accounting purposes.

3. Selection of Payout Schedule. The Disinterested Trustee may exercise any right to determine the manner and timing of payment of distributions from any Retirement Plan available to the recipient of the benefits, provided that the Disinterested Trustee shall determine the manner and timing of such distributions no later than September 30 of the calendar year which follows the calendar year that includes my death, unless an earlier or later date is established by the Internal Revenue Code or Treasury Regulations to be used in making the beneficiary determination for a Retirement Plan. To the extent the Disinterested Trustee does not elect the conduit trust provisions under paragraph O.3.a below for a Retirement Plan by filing a written statement to that effect delivered to the administrator of the Retirement Plan, any Retirement

Plan payable to any trust created hereunder shall be held and administered as provided in paragraph O.3.b below.

a. Conduit Trust. With respect to any Retirement Plan payable to any trust created hereunder for which the Disinterested Trustee has elected to treat as a conduit trust, any distribution from such Retirement Plan to such trust (net of expenses) shall be distributed to the beneficiary free of trust, if the beneficiary is then living. If the beneficiary is not then living, the Trustee shall instead distribute the amount which would have been distributed to the beneficiary had the beneficiary been then living, in the manner provided for the distribution of the principal of such trust upon the death of the beneficiary.

b. Accumulation Trust. With respect to any Retirement Plan payable to any trust created hereunder for which the Disinterested Trustee has not elected to treat as a conduit trust under paragraph O.3.a above, the Retirement Plan and any income or principal distributed from such Retirement Plan to such trust, and all income or principal received by the trust as a result of the investment of such distributions (hereinafter collectively "Retirement Plan Distributions"), shall be held separately by the Trustee of such trust under the terms and conditions of such trust except as such terms and conditions are specifically modified by this paragraph. The Retirement Plan and Retirement Plan Distributions shall be accounted for separately in accordance with such terms and this paragraph. Notwithstanding anything herein to the contrary, (i) no beneficiary's share of the Retirement Plan and Retirement Plan Distributions shall pass to or be distributed to any entity other than a trust for an individual, and (ii) no power of appointment granted to a beneficiary over the beneficiary's share attributable to the Retirement Plan or Retirement Plan Distributions shall be exercisable in favor of any entity other than a trust for an individual.

4. Payment of Debts, Expenses, and Taxes. Notwithstanding any provision herein to the contrary, upon my death, the Trustee shall not apply any Retirement Plan assets to pay the legal debts, expenses of my last illness and funeral, administration expenses, and taxes, to the extent such amounts are chargeable to other assets. In addition, if any estate, inheritance, and succession taxes are attributable to, and otherwise chargeable to a Retirement Plan to be held in a trust created hereunder, the Trustee may, in the Trustee's sole discretion, pay all or part of such taxes that would otherwise be chargeable against a beneficiary's interest in the Retirement Plan using funds (i) provided by such beneficiary, (ii) from such beneficiary's share of other trust assets, or (iii) both (i) and (ii). I specifically request the Trustee to pay the taxes generated by Retirement Plans in this manner when doing so enhances a beneficiary's ability to benefit from income tax deferred compounding associated with Retirement Plans.

P. Qualified Subchapter S Trust. If at any time any trust created hereunder that is not a grantor trust for federal income tax purposes should hold stock in an S corporation and if my Trustee does not intend to make an election for the trust to be treated as an electing small business trust pursuant to Code Section 1361(e), then notwithstanding anything herein to the contrary, the Trustee shall (i) if my Spouse is a beneficiary of the trust, hold the S corporation stock in a substantially separate and independent share for my Spouse, or (ii) if my Spouse is not a beneficiary of the trust, hold the S corporation stock in substantially separate and independent shares, divided on a per stirpital basis among the beneficiaries then entitled to receive income from the trust. Each separate and independent share shall have only one income beneficiary, and the Trustee shall pay to or for the benefit of such beneficiary all of the net income of such share, quarterly or at more frequent

intervals. In addition, any distributions of principal from such share as otherwise provided therein shall be distributed only to the income beneficiary of such share. It is my intent by this provision to create one or more qualified subchapter S trusts within the meaning of Code Sections 1361(c) and (d) and the regulations promulgated thereunder, and this instrument shall be construed in a manner which is consistent with this expressed intent. In all other respects, the separate and independent shares shall be held and distributed as provided herein.

Q. Disinterested Trustee May Confer Power. The Disinterested Trustee (acting without any Interested Trustee) may at any time by an instrument in writing (1) confer upon any beneficiary a power exercisable by last will and testament to appoint all or part of the assets of such beneficiary's separate trust share to the creditors of such beneficiary's estate (other than any taxing authority), and the instrument conferring such power may require the consent of the Disinterested Trustee (acting without any Interested Trustee) to exercise the power, (2) revoke any such instrument previously executed, with or without executing a replacement instrument and/or (3) irrevocably relinquish the powers conferred under (1) and/or (2). Without limiting the Disinterested Trustee's discretion, the Disinterested Trustee may use the authority conferred by this paragraph to subject the trust property to estate tax when it appears that it may reduce overall taxes to do so. If a power is conferred by the Disinterested Trustee in accordance with this paragraph, such power shall not be exercisable in any manner so as to postpone the vesting of any estate or interest in the appointed property or to suspend the absolute ownership or power of alienation of the appointed property for a period ascertainable without regard to the date this trust becomes irrevocable, and the validity of any exercise shall be measured with respect to that date. I recognize and acknowledge that whether or not it may be advantageous to confer the foregoing power upon a beneficiary will depend upon a variety of factual and legal considerations, which may be difficult to discern at any given point in time and which are subject to frequent change. Therefore, I expressly state that at no time shall any Disinterested Trustee be under any duty whatsoever to exercise or refrain from exercising the foregoing authority, and no beneficiary or other person whomsoever shall have any claim or cause of action against the Disinterested Trustee for breach of trust for the Disinterested Trustee's good faith exercise or failure to exercise such authority. Nor shall any Disinterested Trustee have any duty whatsoever to monitor any beneficiary's individual circumstances or other legal or factual developments for the purpose of determining when and whether to exercise this authority. To the contrary, it is my expectation that each beneficiary should take responsibility for his or her own estate planning and should request that the Disinterested Trustee exercise the foregoing authority as and when the beneficiary determines that it would be beneficial for the Disinterested Trustee to do so, but at all times the final decision shall rest with the Disinterested Trustee. Any expenses, fees, or other costs incurred by the Disinterested Trustee in connection with the exercise of the authority granted to the Disinterested Trustee under this paragraph shall be borne by the trust to which the exercise of such authority relates.

R. Allocate Gain to Income or Principal. The Disinterested Trustee (acting without any Interested Trustee) may allocate within the meaning of Treasury Regulation Section 1.643(a)-3(b) to income or to principal, or partly to income and partly to principal, all or part of the realized gains from the sale or exchange of trust assets; provided, however, that, if income is defined under an applicable state statute as a unitrust amount and the trust is being administered pursuant to such statute, the allocation of gains to income must be exercised consistently and the amount so allocated may not be greater than the excess of the unitrust amount over the amount of distributable net income determined without regard to Treasury Regulation Section 1.643(a)-3(b).

S. Exercising Discretion as to Distributions. In determining whether to make discretionary distributions of income or principal to a beneficiary, the Trustee may consider such circumstances and factors as the Trustee believes are relevant, including the other income and assets known to the Trustee to be available to that beneficiary and the advisability of supplementing such income or assets, and the tax consequences of any such distribution. Furthermore, when I have authorized the Disinterested Trustee to make distributions in the discretion of the Disinterested Trustee, I intend for the Disinterested Trustee to be able to make funds available to the beneficiary for purposes that are in excess of or unrelated to the beneficiary's health, education, maintenance, and support. The Disinterested Trustee should exercise its discretion in a manner it believes that I would if I were the Trustee. In doing so, it is my hope that the Disinterested Trustee will take into account my values and beliefs as I have expressed them to others, whether in writing (including written communications to the Disinterested Trustee) or orally. The Disinterested Trustee may consult with members of my family, friends, and advisors as appropriate for guidance in determining whether a distribution would be in a beneficiary's best interests, but the decision will be made by the Disinterested Trustee alone and in its sole judgment. In addition, I do not want the trust funds or assets used to support a beneficiary in a privileged lifestyle unless that beneficiary is living a productive life and functioning as a contributing member to society, as evidenced by such things as employment (including employment in low or non-paying occupations, such as working at home or as a volunteer worker for charity), raising a family, or enrollment in an accredited institution of learning to acquire skills and qualifications to live a productive life. These conditions can be excused by the Disinterested Trustee for reasons that in its judgment I would consider to be good cause (for example, mental or physical disability, or normal retirement after a career of productive employment). Finally, as used throughout this instrument:

1. The term "support" means support in a beneficiary's accustomed manner of living;
2. The term "education" includes, but is not limited to, the expenses of private schooling at the elementary and secondary school level, college, graduate, and professional schools, and specialized or vocational training; and
3. The term "health" shall be construed liberally to include all forms of mental or physical health care, including, but not limited to, nursing home or other extended care.

T. Trust Incorporation for Invalid Transfers. If at any time, for any reason, a court of competent jurisdiction shall declare a transfer of a gift as provided in this instrument to the trustee of any trust created in another instrument to be invalid, then I direct that such gift shall be held, managed, invested and reinvested in exactly the same manner described in said instrument, to be managed by the same trustee or the successor therein named. Thus, for those purposes I do hereby incorporate that same instrument, by reference hereto, into this instrument.

U. Charitable Gifts. If I make any gift hereunder that is deductible as a charitable transfer for Federal estate tax purposes, I direct that each such gift shall be made to the extent possible from property that constitutes the right to "income in respect of a decedent" within the meaning of Code Section 691(a) not otherwise specifically disposed of hereunder but only to the

extent, if any, that funding such gift with such income does not cause that income to be included in the gross income of my estate.

V. Direct Distribution to Beneficiary. Any property passing to the Trustee of a trust created herein which would be immediately distributable to a beneficiary of such trust may be distributed directly to such beneficiary in order to avoid a needless transfer through the trust.

ARTICLE VIII **TRUSTEE'S POWERS**

In the administration of any trusts created hereunder, the Trustee shall be governed by the provisions of Sections 736.0815 and 736.0816, Florida Statutes, in effect at the time of execution of this instrument that are not in conflict with this instrument and shall have all additional powers and protection granted by statute to trustees at the time of application that are not in conflict with this instrument. In addition and not in limitation of any common law or statutory authority, the Trustee shall have the powers enumerated below, all of which shall be exercisable in the Trustee's discretion and without authorization or confirmation by any court or other person being required. The Trustee may have duties and responsibilities in addition to those described in this instrument. If the Trustee has questions, the Trustee should obtain legal advice.

A. Power to Manage. To manage, control, exchange, sell, rent, lease, convey, deed, mortgage, encumber, lien, pledge, grant options to purchase, transfer, dispose, or otherwise deal with any trust assets of any kind, real, personal, or mixed, in such manner and on such terms without limit as to time as the Trustee may deem advisable, even for terms beyond the expected term of any trust, and to execute and deliver instruments and to take or cause to be taken all action deemed necessary or proper in connection with this power.

B. Power to Invest. To invest in bonds, common or preferred stocks, notes, real estate mortgages, mutual funds, common trust funds, shares of regulated investment companies, partnership interests (whether general, special, or limited), government-insured bank and savings institution accounts, funds, and deposit certificates, or other securities or property, real or personal, including partial interests, such as life estate, term or remainder interests, without being limited by any statute or rule of law governing investments by trustees.

C. Power to Borrow. To borrow money at interest rates then prevailing from any individual, institution, or other source, irrespective of whether any such individual or institution is then acting as Trustee, upon such terms as the Trustee shall deem necessary or convenient in the administration of the trust, and to create security interests in the trust property by mortgage, pledge, or otherwise. No lender shall be bound to see or be liable for the application of the proceeds, and the Trustee shall not be personally liable, but each such loan shall be payable only out of the assets of the trust.

D. Powers Related to Securities. To buy, sell, and trade in securities of any nature (including "short" sales) and including puts, calls, straddles, and other options, covered and uncovered, of every kind and nature, on margin, and for such purpose to maintain and operate margin accounts with brokers, and to pledge any securities held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee.

E. Power to Allocate, Divide, Distribute, and Consolidate Trusts. Except as specifically provided to the contrary herein, to make any allocation, division or distribution required under the terms of any trust hereunder in kind or in money or partly in each, and to determine the value of any property so allocated, divided, or distributed. Shares of any trust hereunder need not be satisfied by distribution of undivided shares in the trust assets. The value of any share to be distributed may be of entire properties or undivided shares. The selection and distribution of assets by the Trustee shall be binding and conclusive upon all parties and shall not be subject to question by any beneficiary. The Trustee may consolidate any separate trust with any other trust with substantially the same provisions for the same beneficiary or beneficiaries. The Trustee may commingle for investment purposes the property of the trust with property of any other trust, allocating to each an undivided interest in the commingled property.

F. Power to Retain Investments. To retain for any period of time without limitation, and without liability for loss or depreciation in value, any property transferred to the Trustee, including partnership interests (whether general, special, or limited), even though the Trustee could not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification.

G. Power to Lend. To lend money to my personal representative, with or without security, and to purchase property from my personal representative and retain such property for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, lack of productivity, or lack of diversification. The propriety of the purchase, the nature and amount of such assets purchased, and the ascertaining of fair market value, shall be solely within the discretion of the Trustee, and the Trustee shall incur no liability as a result of such purchase or purchases, even though such assets are not investments in which trustees are authorized by law or any rule of court to invest.

H. Power to Deal With Life Insurance. With regard to all policies of insurance that are payable to any trust created hereunder (i) to execute and deliver receipts and other instruments and take such action as may be appropriate to obtain possession and control of the policies, and (ii) to execute and file proofs of claim required to collect the proceeds of insurance policies. The receipt of the Trustee shall constitute full acquittance to insurance companies for all proceeds so paid.

I. Power to Sell. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the trust) any real or personal property of the trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair, or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property.

J. Power to Vote. To exercise in person or by general or limited proxy all voting and other rights, powers, and privileges and to take all steps to realize all benefits with respect to stocks or other securities; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation.

K. Powers as to Title. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustee, in the name of a nominee, or in unregistered form.

L. Power to Pay Expenses and Employ Agents. To pay all expenses incurred in the administration of the trust, including reasonable compensation to any Trustee, and to employ or appoint and pay reasonable compensation to accountants, depositaries, investment counsel, attorneys, attorneys-in-fact, and agents (with or without discretionary powers).

M. Power to Deal with Fiduciaries. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee is also the fiduciary or one of the fiduciaries of the other trust or estate.

N. Power to Compromise Claim. To compromise or abandon any claim in favor of or against the trust.

O. Power to Receive Property. To receive any property, real or personal, to be added to the trust, by lifetime or testamentary transfer or otherwise.

P. Power to Execute Instruments. To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the trust property and containing provisions excluding personal liability.

Q. Power to Guarantee Debt During my Lifetime. To guarantee a loan by another to me or a third party, and to mortgage, pledge, or otherwise encumber such portion of the trust as may be required to secure such guarantee; to mortgage, pledge, or otherwise encumber such portion of the trust as may be required to secure a loan to me or a third party, upon such terms and conditions as the Trustee shall deem advisable, including when the lender is a Corporate Trustee's own banking department. Notwithstanding the foregoing, this provision shall only apply during my lifetime. Any spendthrift provision shall be deemed inapplicable to this power.

R. Power to Perform. To perform all other acts necessary for the proper management, investment, and distribution of the trust property.

S. Power to Disclaim. To disclaim any interest in property which would otherwise pass to the trust.

T. Power to Deal with Digital Assets. To take any action with respect to any Digital Assets held as part of any trust hereunder as the Trustee shall deem appropriate, and as shall be permitted under state and federal law, including, but not limited to, accessing, handling, distributing, disposing of, or otherwise exercising control over or exercising any right (including the right to change a terms of service agreement or other governing instrument) with respect to such Digital Assets. The Trustee may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate such actions with respect to the Digital Assets, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization. This authority is intended to constitute "lawful consent" to a service provider to divulge the contents of any communication under

The Stored Communications Act (currently codified as 18 U.S.C. §§ 2701 et seq.), to the extent that such lawful consent is required. For purposes of this instrument, "Digital Assets" shall include files stored on digital devices held by any trust hereunder, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, cameras, electronic reading devices and any similar digital device or such comparable items as technology develops, regardless of the ownership of the physical device on which the digital item is stored. "Digital Assets" shall also include, without limitation, emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items or such comparable items as technology develops, including any words, characters, codes, or contractual rights necessary to access such items, regardless of the ownership of the physical device upon which the digital item is stored. The authority granted under this paragraph is intended to provide the Trustee with full authority to access and manage any Digital Assets held as part of any trust hereunder, including the content of electronic communications, to the extent permitted under Chapter 740, Florida Statutes and federal law and shall not limit any authority granted to the Trustee under such laws.

U. Powers Generally. The powers granted in this article shall be in addition to those granted by law and may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

V. Waiver of Bond, Qualification, and Accounting. To the extent that such requirements can legally be waived, no Trustee hereunder shall ever be required to give bond or security as Trustee, or to qualify before, be appointed by, or, in the absence of an allegation of breach of trust, account to any court, or to obtain the order or approval of any court with respect to the exercise of any power or discretion granted in this instrument.

W. Third Party Reliance. The Trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No bank, savings association, trust company, brokerage firm, transfer agent, grantee, purchaser, or other person dealing with the Trustee shall have a duty to inquire into the existence of facts upon which the Trustee's power or authority depends, the continued existence of the power, the expediency of the transaction, the proper application of the proceeds or other consideration, or the proper exercise of the power, nor shall any such third person be liable for relying on this instrument. A certificate signed by any Trustee acknowledged before a notary public shall be conclusive evidence upon all persons and for all purposes of the facts stated in the certificate respecting the terms of this instrument, the identity of the Trustee or Trustees who, from time to time, are serving and the property constituting the trust estate. The certificate of the Trustee that the Trustee is acting in compliance with this instrument shall fully protect all persons dealing with the Trustee.

ARTICLE IX PROVISIONS RELATING TO TRUSTEESHIP

A. Appointment of Successor Trustee. Upon my death, incapacity, or failure to serve, I appoint **WELLS FARGO BANK, NATIONAL ASSOCIATION** as successor Trustee.

J.M.S.

B. Beneficiary's Appointment as Sole Trustee. After a division of the trust into separate shares for my descendants, each lineal descendant of mine, other than a child or grandchild of mine, for whom a separate share of the trust has been set apart shall, upon attaining age thirty (30), become the sole Trustee of such beneficiary's separate trust share. Neither a child or grandchild of mine shall ever serve as a Trustee of any trust created under this instrument.

C. Beneficiary's Power to Appoint and Remove Trustee. After a division of the trust into separate shares for my descendants, each lineal descendant of mine, other than a child or grandchild of mine, for whom a separate share of the trust has been set apart shall, upon attaining age thirty (30), have the right, exercisable at any time and from time to time with regard to any separate trust share held under this instrument for such beneficiary's benefit, to (i) remove any then serving Trustee or Co-Trustee, with or without cause, (ii) appoint any individual (including himself or herself) or any Corporate Trustee as Trustee, Co-Trustee, or successor Trustee, and/or (iii) change the designation of any successor Trustee. The exercise of any power granted under this paragraph C shall have no effect upon any right granted or prohibited under this instrument of a beneficiary to serve as Trustee or have any of the powers granted under this paragraph C. After a division of the trust into separate shares and if a child of mine is the beneficiary of one or more separate share trusts created hereunder, then such child shall have the right, to be exercised no more frequently than once every five (5) years, to remove a then serving Trustee of such child's trust shares and to appoint any Corporate Trustee as Trustee or successor Trustee of such child's separate trust shares.

D. Beneficiary Serving as Trustee. Notwithstanding anything herein to the contrary, if a beneficiary is also the Trustee of a trust created hereunder for his or her benefit, and the beneficiary appoints a Corporate Trustee to serve as Co-Trustee with the beneficiary, such Corporate Trustee may only be removed if the beneficiary immediately appoints another Corporate Trustee to serve as Co-Trustee with the beneficiary. If, however, the appointed Corporate Trustee resigns as Co-Trustee, the beneficiary shall not be required to appoint another Co-Trustee.

E. Removal and Appointment. Any removal, appointment, or change of Trustees shall be in writing and filed with this instrument.

F. Resignation of Trustee. Any Trustee may resign at any time by giving thirty (30) days' written notice to me, if I am living and competent, if not, to the Trustee or Co-Trustees then serving, otherwise to each beneficiary to whom the current trust income may or must then be distributed.

G. Trustee Vacancy. In the event there is a vacancy in the office of Trustee and no provision is made herein for a successor Trustee, a majority of the current income beneficiaries may appoint a successor Corporate Trustee. If a successor Corporate Trustee is not appointed within thirty (30) days, any interested party may petition a court of competent jurisdiction to appoint a successor Corporate Trustee.

H. Power to Delegate. If more than one Trustee is serving, any Co-Trustee may delegate, in writing, full power and authority, from time to time, to any one or more of the other Trustees. In creating the trusts under this agreement, I confirm my utmost faith and confidence in the decisions of the Trustee and any successors thereto, and should any Trustee see fit to delegate the Trustee's functions and powers to one or more Co-Trustees, I hereby ratify and approve that action

provided it is taken in good faith and compliance with fiduciary duties. In the event of delegation of duties or authorization of one or more of the Trustees, it shall not be necessary for all Trustees to sign documents which pertain to trust assets, and the administrative Trustee or Trustees may conduct all trust business without the necessity of joinder of the other delegating Trustee or Trustees. After any such delegation, the delegating Trustee shall have no further responsibility with respect to the exercise of any Trustee rights or powers so long as such delegation shall remain in effect. Any such delegation may be revoked by a written instrument delivered to the other Trustees at any time.

I. Successor Trustee's Powers and Liability. Any successor Trustee shall have all of the title, powers, and discretion granted to the original Trustee, without court order or act of transfer, but shall be responsible and accountable only for those assets under the Trustee's control and custody. No successor Trustee shall be personally liable for any act or failure to act of a predecessor Trustee, and shall have no duty to investigate or inquire into the acts of a former Trustee. A successor Trustee may accept the account furnished, if any, and the property received by or for a predecessor Trustee without liability for so doing.

J. Corporate Trustees. A "Corporate Trustee" means any financial institution with trust powers. If any Corporate Trustee designated to act or at any time acting hereunder is merged with or transfers substantially all of its assets to another corporation, or is in any manner reorganized or reincorporated, the resulting or transferee corporation shall become Trustee in place of its corporate predecessor. Any Corporate Trustee shall receive compensation for its services in accordance with its schedule of fees in effect when such services are performed. The Corporate Trustee shall receive such compensation without regard to any compensation paid to any individual Trustee. If at any time a Corporate Trustee is serving, such Corporate Trustee may be removed, with or without cause, and replaced with another Corporate Trustee, by a majority of any individual Co-Trustees then serving, or if none, by a majority of the beneficiaries entitled to current distributions of income, but no more frequently than once every five (5) years, unless the removal is for cause. This provision shall not prevent the removal or replacement of a Corporate Trustee in accordance with a power otherwise expressly granted to anyone under the terms of this instrument, and such specific power and authority shall prevail over this power to replace a Corporate Trustee.

K. Individual Trustees. If I have designated an individual to serve as a Trustee of any trust created herein, it is my intent that such designation be respected and considered a material purpose of the trust. As a result, any removal of an individual Trustee without cause shall be deemed inconsistent with a material purpose of such trust, and therefore, removal of the individual Trustee pursuant to Section 736.0706(2)(d), Florida Statutes, shall be prohibited unless otherwise expressly permitted under the terms of this instrument.

L. Interested/Disinterested Trustees. "Interested Trustee" means for any trust a Trustee who is (i) a transferor of property to the trust, including a person whose qualified disclaimer resulted in property passing to the trust; (ii) a person who is, or in the future may be, eligible to receive income or principal pursuant to the terms of the trust; or (iii) a person who is related or subordinate to the current income beneficiary of such trust within the meaning of Section 672(c) of the Code. A Trustee described in (i) is an Interested Trustee only with respect to the transferred property (including income and gain on, and reinvestment of, such property). A person is described in (ii) even if he or she has a remote contingent remainder interest, but is not described in (ii) if the person's only interest is as a potential appointee under a non-fiduciary power of appointment held by another

person, the exercise of which will take effect only in the future, such as a testamentary power held by a living person. A Trustee who is not an Interested Trustee is a "Disinterested Trustee."

ARTICLE X

MISCELLANEOUS

A. **Governing Law.** This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida.

B. **Choice of Law.** The situs of the property of this trust or any trusts created hereunder may be maintained in any jurisdiction in the discretion of the Disinterested Trustee and thereafter transferred at any time or times to any jurisdiction selected by the Disinterested Trustee. Upon any such transfer of situs, the trust estate may thereafter, at the election of the Disinterested Trustee, be administered exclusively under the laws of (and subject, as required, to the exclusive supervision of the courts of) the jurisdiction to which it has been transferred. Accordingly, if the Disinterested Trustee of this trust elects to change the situs of this trust or any trust created hereunder, said Disinterested Trustee is hereby relieved of any requirement of having to qualify in any other jurisdiction and of any requirement of having to account in any court of such other jurisdiction.

C. **Provisions Relating to Children and Descendants.** For purposes of this instrument, **JOYCE CHERIE MARTIN, BEN WILSON MARTIN, JR., MICHELLE MARTIN BAKER,** and **SUZANNE MARTIN** shall each be referred to as "my child," and collectively as "my children." My children, together with their current and later-born descendants, are herein referred to as "my lineal descendants."

D. **Headings.** The headings in this instrument and the table of contents are solely for convenience of reference and shall be given no effect in the construction or interpretation of this instrument.

E. **References.** All references herein to "Code Sections" shall be to sections of the Internal Revenue Code of 1986, as amended. All references herein to "Treasury Regulations" shall be to sections of Title 26 of the Code of Federal Regulations, as amended.

On the date first written above, the undersigned signed this amended and restated trust agreement, as Settlor and Trustee (thereby evidencing acceptance of the trust agreement), in the presence of the witnesses, whose names are subscribed below.

SETTLOR AND TRUSTEE



JOYCE MARTIN SMITH

The foregoing was published, declared, and signed by **JOYCE MARTIN SMITH**, as Settlor and Trustee, as and to be her trust agreement, and we, at her request, in her presence, and in the presence of each other, hereby subscribe as attesting witnesses.

WITNESSES:

Dawn G. Hunt
Print Name: Dawn A. Hunt

Donna G. Sutton
Print Name: Donna G. Sutton

STATE OF FLORIDA

COUNTY OF Nassau

Acknowledged and subscribed before me by means of physical presence by **JOYCE MARTIN SMITH**, the Settlor and Trustee, ☒ who is personally known to me or ☐ who produced _____ as identification, and sworn to and subscribed before me by means of physical presence by the witnesses, Donna G. Sutton, ☐ who is personally known to me or ☐ who produced _____ as identification, and Dawn A. Hunt, ☒ who is personally known to me or ☐ who produced _____ as identification, and subscribed by me in the physical presence of the Settlor and the subscribing witnesses all on this 8 day of February, 2024.

[Signature]
Signature of Notary Public

