REVOCABLE TRUST AGREEMENT

THIS REVOCABLE TRUST AGREEMENT is made this <u>17</u> day of <u>May</u>, 2008, by JANET RENO (the "Settlor"), a resident of Miami-Dade County, Florida, and being of sound mind and JANET RENO (the "Trustee") for the benefit of JANET RENO and the contingent beneficiaries designated in Article III hereof.

ARTICLE I Name of Trust

This Trust shall be known as the "JANET RENO REVOCABLE TRUST."

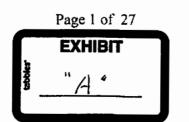
ARTICLE II Trust Property

The Settlor has simultaneously with the execution of this Agreement transferred and delivered to the Trustee the real and personal property described in Schedule A attached hereto, which the Trustee agrees to hold in trust, together with such additional property as maybe transferred to the Trustee pursuant to the provisions of this Trust Agreement subject to the terms, purposes and conditions set forth in this Agreement.

ARTICLE III Beneficiaries

The Primary Beneficiary of the JANET RENO REVOCABLE TRUST is the Settlor and the contingent beneficiaries are MARGARET HURCHALLA ("MARGARET"), sister of Settlor and MARK W. RENO ("MARK") and ROBERT M. RENO ("ROBERT"), brothers of Settlor and the nephews and nieces of Settlor. All references contained in this Trust to Settlor's siblings mean collectively MARGARET HURCHALLA, MARK W. RENO and ROBERT M. RENO.

It is the intent of Settlor, pursuant to this Agreement, to assure that the Settlor and Settlor's siblings are provided funds for their good health, safety and welfare for the remainder of their lives. It is also the intent of Settlor that upon the death of Settlor and the death of MARK and ROBERT that this Trust shall terminate and the remaining





assets of the Trust be distributed to Settlor's nephews and nieces. Settlor's nephews and nieces are JANET M. RENO, JAMES A. HURCHALLA, ROBERT H. HURCHALLA, JANE HURCHALLA PETTERSEN, GEORGE HURCHALLA, KARIN HUNTER RENO RABBINO and DOUGLAS RENO. All references contained in this Trust to Settlor's nephews and nieces mean collectively the nephews and nieces just designated.

It is the further intent of Settlor that in the event a nephew or niece does not survive the death of both MARK and ROBERT and that such nephew or niece is survived by a child or children, that such child or children (being grandnephews or grandnieces of Settlor) participate in the distribution of the Trust in accordance with the provisions of Article V hereof.

The rights of the contingent beneficiaries are subject to the provisions of this Trust relating to survivorship of Settlor, rights of invasion of principal for the benefit of the Settlor and other provisions.

ARTICLE IV Dispositive Provisions During Lifetime of Settlor

The Trustee shall hold, manage, invest and reinvest the trust property (including any assets which may be added to it under the last will and testament of the Settlor, by inter vivos transfers by Settlor, or by transfers pursuant to the provisions of any pension plans or life insurance policies in which the Settlor is owner or beneficiary, or by the last will and testament or inter vivos transfers by others) and shall collect the income of the trust property and dispose of the net income and principal as follows:

A. During the lifetime of the Settlor, the Trustee shall pay to the Settlor all of the income of the Trust in quarter-annual or more frequent installments. However, if at any time Settlor is declared incompetent or, in the opinion of the Trustee, as determined by the provisions of Article XI, by reason of physical or mental disability, unable to act on her own behalf or requires additional funds to provide for the health, maintenance and support of Settlor in accordance with her standard of living, the Trustee may in its discretion pay to others or apply for the benefit of the Settlor the principal or portions thereof of the Trust.



- Until the death of Settlor, there should be paid over to the Settlor or B. applied for her benefit from time to time, in addition to the payments of income provided by the immediate preceding paragraph, so much of the principal of the Trust as the Trustee in its sole discretion shall deem advisable for the health, maintenance, financial support or emergencies of the Settlor. It is the intention of the Settlor that this power of invasion vested in the Trustee shall be liberally exercised regardless of the effect that any of such invasions may have upon the contingent beneficiaries and regardless of other assets or income sources of Settlor. In exercising this power the Trustee shall be primarily concerned with the interest of Settlor and not the remaindermen. Any determination made by the Trustee in good faith as to the manner or amount it shall exercise such power shall be deemed conclusive upon the remaindermen and all persons who may have an interest in the Trust or in the estate of the Settlor. The exercise of this power and discretion by the Trustee shall not be subject to question by or on behalf of any remaindermen. The Trustee shall have the authority to make gifts to Settlor's siblings, such gifts to be at the sole discretion of the Trustee. Any distributions to Settlor or Settlor's siblings pursuant to this Paragraph B who may be disabled and entitled to public benefits shall be made subject to the restrictions provided by Paragraph C of Article V of this Trust.
- C. Upon the death of the Settlor, the Trustee shall pay to the estate of Settlor, from the Trust assets, all estate, inheritance, succession and other taxes, state and federal (including any interest and penalties thereon), arising or owing upon or as a result of the Settlor's death with respect to the property included in this Trust. Upon the death of the Settlor, if the assets available from the probate estate of the Settlor for such purpose, pursuant to the terms and provisions of the Settlor's will or otherwise, are insufficient to pay the funeral expenses of the Settlor and expenses of her last illness, the debts of the Settlor and of the Settlor's estate, the expenses of administration of the Settlor's estate and all estate, inheritance, legacy, succession and other taxes, state and federal (including any interest and penalties thereon) arising or owing upon or as a result of the Settlor's death including life insurance upon the life of Settlor which may be

subject to such taxation, then the Trustee, in addition to the payment of the taxation with respect to the property of this Trust included for purposes of the taxes arising or owing upon or as a result or Settlor's death, shall pay the remaining balance of all such funeral expenses, expenses of last illness, debts, expenses and taxes to the extent of the availability of trust assets, and no part of such debts, expenses and taxes shall be recovered from, paid by or apportioned between or among those persons beneficially interested in the Settlor's estate, regardless of any statute to the contrary. Such payments of debts, expenses and taxes shall be made to the persons entitled or authorized to receive and receipt for the same upon receipt by the Trustee, from time to time or at any time, of a certificate or certificates signed by the personal representative of the Settlor's estate and stating the amount due and payable. The Trustee shall in no way be bound to inquire into the legality or amount of any such payment so certified by the Settlor's personal representative nor as to the sufficiency of the assets of the probate estate of the Settlor available to make such payment. The Trustee shall have the right and power, in cooperation with the personal representative of the Settlor's estate, to adjust, compromise and pay any claims with respect to any such debts, expenses or taxes, including any taxes on future or contingent interests, in such manner and upon such terms and conditions as the Trustee, in its discretion, shall determine.

- D. Upon the death of the Settlor, and subject to the payment of such items as are permitted pursuant to the provisions of Article IV (C) above, the remainder of the Trust corpus and all undistributed income shall be paid over, conveyed, transferred and distributed in accordance with the provisions of Article V of this Trust.
- E. There maybe in existence at the time of the death of Settlor a separate writing signed by Settlor which designates various items of tangible personal property which, if included in the Trust corpus, shall be distributed by the Trustee to the individuals designated therein. In the event such personal property is not part of the Trust corpus, I request that my Personal Representative distribute such items of tangible personal property in accordance with that separate writing provided the particular designated beneficiary survives my death. If no such writing is found within

30 days of the qualification of my personal representative, it shall be deemed conclusive that such writing does not exist. In the event any beneficiary named in such writing does not survive my death, the gift for such predeceased beneficiary shall lapse and the gift for such predeceased beneficiary shall become part of my residuary estate.

ARTICLE V Dispositive Provisions Upon Death of Settlor

- A. Upon the death of Settlor, the Trust shall continue and the Trustee shall continue to hold, manage, invest and reinvest the same, to collect the income therefrom and to pay over the income and principal of Trust as follows:
- 1. The Trustee shall distribute to the University of Miami, Settlor's correspondence, memorandums, reports, journals, diaries, and files ("Settlor's records") relating to Settlor's service as State Attorney and Attorney General of the United States provided it agrees to preserve and maintain such records in perpetuity and provide reasonable access to the public for purposes of examining such records. In the event the University of Miami will not accept the gift of Settlor's records, subject to these requirements, such records shall be distributed to the National Archives and Records Administration.
- 2. The Trustee shall deliver all of Settlor's books, excluding Settlor's records described in paragraph 1 hereof, wearing apparel, exempt property, jewelry, automobiles, household furnishings and personal affects of like kind, and where ever situate, to such of Settlor's nephews and nieces as may be determined by them.
- 3. The Trustee shall pay the net income from the Trust to Settlor's siblings in such amounts and at such times and manner as the Trustee shall deem necessary or desirable in his sole and absolute discretion, in order to insure proper support and comfort for Settlor's siblings.
- 4. The Trustee shall be authorized to pay over to Settlor's siblings, from time to time, in addition to the payments provided in paragraph A(3) hereof, so



much of the principal of the Trust as my Trustee in his sole discretion shall deem advisable from time to time for the health and medical needs of Settlor's siblings or for any emergency of Settlor's siblings. In making distributions in accordance with the provisions of paragraph A(3) and A(4) hereof, the Trustee shall not be required to treat Settlor's siblings equally and the Trustee may take into consideration other funds available to Settlor's siblings.

- B. The Trustee shall be authorized to pay over to Settlor's siblings, from time to time, in addition to the payments provided in paragraph A(4) hereof so much of the principal of the JANET RENO REVOCABLE TRUST as the Trustee in his sole discretion shall deem advisable to provide for housing, nursing and long term care for any of Settlor's siblings.
- C. The following provisions shall be applicable to the distribution of any sum to any of Settlor's siblings who may become entitled to public funds as a result of the obtainment of some disability.
- any of Settlor's siblings who may become entitled to public benefits to provide extra. Supplemental and emergency care, maintenance, and education in addition to and over and above the funds and/or benefits which Settlor's siblings otherwise may receive or are entitled to as a result of any disability from any local, state, or federal government or any private agencies or insurance plans, any of which provide services or benefits to handicapped and/or disabled persons (herein called "public benefits"). It is the express purpose of this Trust to use the Trust Estate with respect to any of Settlor's siblings entitled to public benefits to supplement other benefits received by any of Settlor's siblings and no part of the Trust Estate shall be used to supplant or replace private health insurance benefits and public assistance benefits of any local, state or federal agency which has a legal responsibility to serve persons with disabilities which are the same or similar to the impairments with respect to any sibling entitled to public benefits

or benefits from any private agency or insurance plan.

- (2) It is the further express purpose of this Trust to provide benefits for any of Settlor's siblings without interfering with or reducing the benefits to which they are entitled from any local, state, or federal government, or, any private agency or insurance plan, any of which provide services or benefits to disabled and/or handicapped persons and to maximize the benefits to the particular sibling entitled to such services or benefits...
- (3) In making distributions to any of Settlor's siblings entitled to public benefits for their special needs, as herein defined the Trustee shall take into consideration the applicable resource limitations of the public assistance programs and private health insurance programs for which a sibling is eligible.
- During the life of any of Settlor's siblings entitled to (4) public benefits or from a private agency or insurance plan, Trustee may pay to them or apply for their benefit, so much of the income and principal of the Trust Estate quarter annually or in more frequent installments as Trustee in Trustee's sole discretion, deems necessary, appropriate or advisable for the satisfaction of their special needs as herein defined, and any income not so distributed shall be added to the principal. As used in this Agreement, "special needs" refers to the requisites for maintaining the good health, safety and welfare when, in the discretion of the Trustee, such requisites are not being provided by any local, state or federal public agency, or any private agency. Or from any other source including, but not limited to, private health insurance, any of which provide services or benefits to handicapped and/or disabled persons. Special needs shall include, but not be limited to medical and dental expenses, equipment, programs of training, education and treatment and essential dietary needs and housing. Trustee shall be under no obligation to expend principal or income for such needs, but if the Trustee, in Trustee's discretion decides to do so, in no case shall the Trustee pay or reimburse any amounts to the federal, state or local governments, or any subdivision

thereof except as provided herein in making such distributions. The following shall apply to the exercise of Trustee's discretion:

(a) The children or other relatives of the sibling entitled to public benefits shall have no right to control the amount or frequency of any distributions from this Trust.

(b) Trustee may but is not required to make any distributions from this Trust for the support, health, maintenance and education of the sibling entitled to public benefits.

(c) The particular sibling entitled to public or private benefits, or the guardian, if any, of such sibling shall have no right to compel distribution of income or principal. Trustee is prohibited from making any distribution which will reduce or render the sibling ineligible for benefits from any public or private agency.

(d) The Trustee need not treat Settlor's siblings equally

(5) No part of the corpus of the trust created herein shall be used to supplant or replace public assistance benefits of any county, state, federal or other governmental agency which has a legal responsibility to serve persons with disabilities. For purposes of determining their Medicaid eligibility, no part of the principal or undistributed income of the Trust Estate shall be considered available to the any sibling entitled to public benefits. In the event the Trustee is required by a sibling or any person or entity on their behalf to release principal or income of the trust to or on behalf of a sibling entitled to public benefit to pay for equipment, medication, or services which Medicaid is authorized to provide (were it not for the existence of this Trust), or in the event the Trustee is requested by a sibling or any person or entity on the sibling's

behalf to petition the Court or any other administrative agency for the release of trust principal or income for this purpose, the Trustee is authorized to deny such request and is authorized in its discretion to take whatever administrative or judicial steps may be necessary to continue the Medicaid eligibility of the sibling entitled to public benefits, including obtaining instructions from a Court of competent jurisdiction ruling that the trust corpus is not available to the beneficiary for Medicaid eligibility purposes. Any expenses of the Trustee in this regard, including attorney's fees. shall be a proper charge to the trust estate.

- D. Settlor is presently the owner of the real property described in Exhibit "A" attached to this Trust Agreement. Settlor resides upon such property and it is the homestead of Settlor. All references contained in this Agreement to the "homestead" mean the real property described in Exhibit "A". Upon the death of MARK and ROBERT, in the event the homestead is still owned by the Trust, such property shall be sold and the proceeds of the sale, together with any other corpus and undistributed income still owned by the Trust shall be distributed to Settlor's nephews and nieces, share and share alike, free of any Trust. This provision relating to the direction of the Trustee to sell the homestead shall not be deemed inconsistent with the provisions set forth in Article VI hereof. The Trustee at any time shall have the authority to sell the homestead but shall be obligated to sell the homestead upon the death of MARK and ROBERT.
- E. 1. It is the intent of Settlor that all of Settlor's nephews and nieces share in the Trust corpus.
- 2. In the event a nephew or niece predeceases both MARK and ROBERT and such nephew or niece is survived by a child or children, the share for such nephew or niece had such nephew or niece survived MARK and ROBERT shall be distributed to the child or children of such predeceased nephew or niece, share and share alike, and free of any Trust, except as may be provided by paragraph F hereof.

- 3. In the event a nephew or niece predeceases both MARK and ROBERT and is not survived by any child or children, the gift for such nephew or niece shall lapse and the share for such nephew or niece shall be added to the share for the remaining nephews or nieces or children of a predeceased nephew or niece.
- F. If under the foregoing provisions of the trust, any share thereof may vest in absolute ownership in a minor, my Trustee is authorized and empowered, in its discretion, to continue the Trust and hold the property in Trust for in such minor, notwithstanding that such property may consist of investments not authorized by law for trust funds, and during the minority of such minor to accumulate the net income thereof and apply all or such part of the income or principal, as my Trustee in its discretion may determine, to the health, education (including college and professional education) and support in reasonable comfort of such minor, and upon such minor attaining the age of twenty-one (21), to pay over the principal, together with all accumulated income, to such minor, and, if such minor shall die before attaining majority, to pay over the principal, together with all accumulated income, to the estate of such minor. With respect to the administration of any such property which shall vest in the absolute ownership in a minor, and which shall be held by my Trustee as authorized in this subsection, my Trustee shall have all the powers and discretions that it has with respect to the trust generally.
- F. In case the income or any discretionary payments of principal from the trust established pursuant to this Article V or any share thereof becomes payable to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental disability is, in the sole opinion of the Trustee, unable properly to administer such amounts, then such amounts shall be used by the Trustee directly for such benefici'ry's health, maintenance and support in reasonable comfort, or shall be paid out by the Trustee in such of the following ways as it deems best:
 - 1. directly to such beneficiary;

- to the legally appointed guardian or conservator of such beneficiary;
- to some relative or friend for the health and support and reasonable comfort of such beneficiary.
- 4. directly to a person or entity providing services to a beneficiary.

ARTICLE VI

Provisions Relating to the Homestead

The following provisions relate to the Homestead:

- A. The homestead is a unique parcel of real estate and has historical importance.
- B. Settlor, as Trustee, and any Successor Trustee, shall have the authority to place a reverse mortgage upon the homestead. The proceeds of such mortgage shall be held by the Trustee as part of the corpus of the Trust and administered in accordance with the provisions of the Trust.
- C. Upon the death of Settlor, in the event the homestead is still owned by the Trust, the Trustee shall offer to gift the homestead to the University of Miami upon such terms and conditions as the Trustee deems appropriate and in the best interest of the Trust, which terms and conditions shall include:
- (i) The University will preserve and maintain the homestead in perpetuity and may utilize the homestead for such uses as it deems appropriate so long as such use does not destroy the homestead or its unique character; and
- (ii) The University will assume the payment of any mortgage or other lien upon the homestead.



- (iii) The University will permit MARK to reside upon the homestead until his death.
- (iv) The University must either accept or reject the offer to make the gift on or before the earlier of ninety (90) days prior to the maturity of the reverse mortgage, or six (6) months from the date of the death of Settlor.
- (v) The Trustee shall have the authority to sell the homestead at any time and shall have the authority to withdraw the offer of gift to the University at any time should the Trustee deem such withdrawal is in the best interest of the Trust.

ARTICLE VII

Trustee's Powers

- A. In the administration of this Trust, or any trust administered pursuant to this Trust the Trustee shall have all powers granted a trustee by the Statutes of the State of Florida and laws of Florida, all powers appropriate to achieve the proper management investment and distribution of the Trust property and the following powers, all of which shall be exercised in a fiduciary capacity, primarily in the interest of the primary beneficiary:
- 1. to hold and continue to hold as an investment the property received hereunder, and any additional property which may be received by it pursuant to provisions of Article XIII of this Trust, in the form received by the Trustee so long as it deems proper, and to invest and reinvest in property of any kind, real, personal or mixed, or in choices in action, or in any business, whether or not income-producing, deemed by it to be for the best interests of the Trust and the beneficiaries hereunder, without being limited to trust investments authorized by law, without liability for so doing and without regard to the quality or quantity thereof or the principles of diversification, and notwithstanding that the same may constitute leaseholds, royalty interests, patents, interests in mines, oil and gas wells or timber lands, or other wasting assets, and without any responsibility for any depreciation or loss by or on account of such

investments; and to invest the trust property in investment trusts and common trust funds, excepting that the Trustee shall not invest in any speculative or highly aggressive investments or speculative business or venture;

- 2. to engage in activities and to invest in assets which promise to yield the greatest return and result in a maximum appreciation of principal, excepting that the Trustee shall not invest in any speculative or highly aggressive investments or speculative business or venture.
- 3. to rent or lease any property of the Trust for such time and upon such terms and for such price or prices as in its discretion and judgment may seem just and proper and for the best interests of the Trust and the beneficiaries hereunder, irrespective of the provisions of any statute or of the termination of the Trust.
- 4. to sell and convey any of the property (real or personal) of the Trust or any interest therein, or to exchange the same for other property, for such price or prices and upon such terms as in its discretion and judgment may be deemed for the best interests of the Trust and the beneficiaries hereunder, and to execute and deliver any deed or deeds (with or without warranty), receipts, releases, contracts or other instruments necessary in connection therewith.
- 5. to make all repairs and improvements at any time deemed necessary and proper to and upon real property constituting a part of the Trust, and to determine the extent to which the cost of such repairs and improvements shall be apportioned as between principal and income of the Trust;
- 6. to deduct, retain, expend and pay out of any money belonging to the Trust any and all necessary and proper expenses in connection there with and the conduct of the Trust, and to pay all taxes, insurance premiums and other legal. assessments, debts and claims or charges which at any time may be due and owing by,

or which may exist against, the Trust;

7. to vote in person or by proxy upon all securities belonging to the Trust, and to become a party to any stockholders' agreements deemed advisable by it in connection with such securities;

- 8. to compromise, settle, arbitrate or defend any claim or demand in favor of or against the Trust; to enforce any bonds, mortgages or other obligations or liens held hereunder; and, to enter upon such contracts and agreements and to make such compromises or settlements of debts, claims or controversies as it may deem necessary or advisable;
- 9. to incur and pay the ordinary and necessary expenses of administration, including (but not by way of limitation) reasonable attorneys' fees, accountant's fees, investment counsel fees and the like;
- 10. to borrow money for any purpose of the Trust, or incidental to the administration thereof, upon its bond or promissory note as Trustee, to secure the repayment thereof by mortgaging or pledging or otherwise encumbering any part or all of the property of the Trust, and, with respect to the purchase of any property, as part of the consideration given therefor to assume a liability of the transferor or to acquire such property subject to a liability;
- 11. to make any division or distribution required under the terms of this Agreement in kind or in money, or partly in kind and partly in money;
- 12. to act hereunder on all bank accounts (including but not limited to checking accounts, savings accounts, cash management funds and certificates of deposit) and in all dealings with securities owned by the Trust upon the signature of the person serving as Trustee.

- 13. to cause the securities held by it to be registered in the name of a nominee or in the form of street certificates, or in any other form, even though the same may fail to disclose the fact that the same is held in trust, and the terms upon which such property is held; and,
- 14. to act freely under all or any of the powers by this Agreement given to it in all matters concerning Trust herein created, after forming its judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interests of the Trust and the beneficiaries hereunder, without the necessity of obtaining the consent or permission of any persons interested therein, or the consent or approval of any court, and notwithstanding that it may also be acting individually, or as trustee of other trust, or as agent for other persons or corporations interested in the same matters, or may be interested in connection with the same matters as a stockholder, director or otherwise; provided, however, that it shall exercise such powers at all times in a fiduciary capacity primarily in the interest of the beneficiaries hereunder.
- 15. to grant options to purchase any of the trust property and to exercise options to purchase which may be acquired by the Trustee.
- 16. to retain new property acquired by the Trust whether or not such property is authorized by the laws of the State of Florida or of such laws relating to acceptable investments by Trustee.
- 17. to hold property in any jurisdiction outside the jurisdiction of the domicile of Settlor;
- 18. the trustee of any trust established pursuant to this instrument may have duties and responsibilities in addition to those described in this instrument creating

the trust or trusts.

- 19. to join with Settlor's personal representative, in the execution and filing of a federal income tax return or returns and gift tax return or returns for the taxable year in which I die, or in any taxable year in which no return was filed prior to Settlor's death, and to pay as part of my debts so much of the income tax or income taxes assessed (including interest and penalties thereon), whether as shown on such returns or as a result of the determination of a deficiency, which is attributable to my estate or as my estate may become legally liable to pay.
- 20. to make any and all elections and exercise any and all options given to trustees by the Internal Revenue Code as the same may be amended from time to time and any regulations thereunder; to elect any alternative valuation date allowed for federal estate tax purposes and to elect to claim the expenses of administration of my estate as income tax deductions, to the extent that any such election in their judgment shall result in the overall reduction of the aggregate income and death taxes payable by my estate and the beneficiaries thereof, and all of the provisions of this will shall be applied in accordance with any such election. No compensating adjustments shall be made as between income and principal or between any beneficiaries or their share because of results which might be obtained in the absence of any such elections and any such options.
- 21. To continue, revoke or make any consent to any election under Chapter S of the Internal Revenue Code.
- 22. To permit Mark Reno, brother of Settlor to remain in possession of Settlor's residence until his death without obligation to pay rent to the Trust.
- 23. To continue and to operate any business or interest therein Settlor may own at the time of her death for such time as they shall deem advisable; to engage

in any other business; to become or remain a partner, general or special, in any business; to incorporate any such business and hold the stock thereof as an investment; and to provide capital for and employ agents to manage and operate any such business without liability for the acts of any such agent or for any loss, liability or indebtedness resulting from the operation thereof if the management is selected with reasonable care.

- 24. To hold and continue to hold as an investment the property received hereunder, in the form received by the Trustee so long as it deems proper, and to invest and reinvest in property of any kind, real, personal or mixed, or in choices in action, or in any business, whether or not income-producing, deemed by it to be for the best interests of the Trust and the beneficiaries hereunder, without being limited to trust investments authorized by law, without liability for so doing and without regard to the quality or quantity thereof or the principles of diversification, and notwithstanding that the same may constitute leaseholds, royalty interests, patents, interests in mines, oil and gas wells or timber lands, or other wasting assets, and without any responsibility for any depreciation or loss by or on account of such investments; and to invest the trust property in investment trusts and common trust funds, excepting that the Trustee shall not invest in any speculative or highly aggressive investments or speculative business or venture:
- B. The powers herein granted to the Trustee may be exercised in whole or in part from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustee pursuant to the law, and the powers of the Trustee shall include all powers necessary to carry the same into effect and those powers granted Trustee by the applicable law.

ARTICLE IX Investment Control

A. During the life of Settlor, and provided Settlor is under no legal disability or

while not adjudicated incompetent, who, by reason of illness or mental or physical disability, is in the opinion of the Trustee unable to properly give directions, Trustee shall exercise the powers granted to it pursuant to the provisions of Article VI only in accordance with the directions of Settlor. Such directions shall be followed by the Trustee and it shall not be liable for depreciation or loss incurred by reason of any action undertaken pursuant to such direction or by reason of inaction on its part should Settlor fail to give directions.

- B. In the event Trustee requests directions from Settlor, in writing, with respect to any Trust asset, administration of the Trust or management of the Trust assets, and Settlor fails to indicate her approval or disapproval of any action for which directions are sought, within ten days after such notice, it shall be deemed conclusive that the Settlor approves of the action recommended by Trustee.
- C. Provided Settlor is under no legal disability, Settlor may relinquish any right or power reserved to Settlor by instrument in writing delivered to the Trustee.

ARTICLE X Trustee's Rights

The Trustee, without regard to any legal restrictions otherwise applicable to Trustee, shall be entitled:

- A. To act at any time and in any jurisdiction without bond or other security to ensure the faithful performance of its fiduciary duties.
- B. To rely upon any document or other paper if believed by it to be genuine and to be signed and delivered by or on behalf of the proper person, firm, or corporation, without incurring liability for any action or inaction.
- C. To assume, in the absence of written notice to the contrary from the persons concerned, that a fact or an event, by reason of which an interest or estate



under this agreement shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction.

- D. To continue to have or exercise, after the termination of the Trust in whole or in part and until the final distribution, all the title, powers, discretion, rights, and duties conferred upon the Trustee by law or by this Agreement during the existence of the Trust.
- E. To use its best judgment in exercising the powers, discretions, and rights conferred by this Agreement or in performing the duties imposed upon the Trustee by law and to be exempt from liability for any action taken or omitted in good faith.
- F. To employ agents, depositories, and lawyers, to delegate to them discretionary powers if need be, and to compensate them for their services.
- G. To reimburse itself from the Trust estate for all reasonable expenses incurred in the administration of the Trust.
- H. While the Trust is revocable, to follow the directions of Settlor even if inconsistent with the terms of this Trust.
 - I. To act in reasonable reliance upon the Trust agreement.

ARTICLE XI Principal and Income

The Trustee shall have the power to determine the allocation of receipts and expenses between income and principal, provided that such allocation is not inconsistent with the beneficial enjoyment of trust property afforded to a life tenant or remainderman under the general principles of the laws of trust, and provided that all rights to subscribe to new or additional stocks or securities and all liquidating dividends shall be deemed to be principal.

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ARTICLE XII Accounting by Trustee

The Trustee shall maintain accurate accounts and records and shall render annual statements to the current income beneficiary or beneficiaries hereunder showing receipts and disbursements of principal and income. Trustee shall be responsible for the preparation of any federal income tax return required of this Trust. The Trustee shall have the right to make a reasonable charge for services in preparing income tax returns for the trust estate.

The written approval of an accounting by a beneficiary, or by the beneficiary's parent or guardian if such beneficiary is a minor or otherwise incompetent shall be final and binding as to all matters stated in the accounting. The failure of a beneficiary (or of the beneficiary's parent or guardian if such beneficiary is a minor or otherwise incompetent) to deliver to the Trustee a written objection to an accounting within 30 days after receipt thereof shall be conclusive of the approval thereof by such beneficiary.

ARTICLE XIII Resignation and Successor Trustee

A. If JANET RENO shall resign, become incapacitated, die or otherwise fail or cease to act as Trustee of the Trust created by this Trust Agreement, then and in that event, Settlor appoints JAMES ALAN HURCHALLA as Successor Trustee. In the event he shall resign, become incapacitated, die or otherwise cease to act as Successor Trustee, Settlor appoints KARIN HUNTER RENO RABBINO, as Successor Trustee.

B. If a vacancy occurs in the office of trustee for which the additional appointment of a successor trustee becomes necessary, the beneficiaries having a majority interest in the income of the trust may appoint such successor trustee. Such appointment shall be made in writing, signed by such beneficiaries, and delivered to the

ଫୁ<mark>ଥ ଥ</mark>ର Initials JR court having jurisdiction over the trust, or if the probate proceeding is still pending then it shall be filed with the probate court. In the event a beneficiary is acting under a disability the guardian of the property, or if none, the person having the care, custody and control of the beneficiary shall receive notice and have authority to act for such beneficiary under this section.

If a successor trustee is not appointed within 60 days after the vacancy occurs a successor trustee shall be appointed by the court having jurisdiction over the trust.

- C. No Trustee herein named shall be required at any time to furnish any bond or other security for the faithful performance of her, or its duties.
- D. All powers granted to the Trustee pursuant to this Trust Agreement may be exercised by any successor Trustee.
- E. In the event that it shall be determined by JAMES ALAN HURCHALLA, Settlor's sister, MARGARET HURCHALLA and Settlor's then current family physician, acting jointly in their sole and absolute discretion, that the Settlor is physically or mentally unable to properly manage her affairs, it shall be deemed conclusive that the Settlor has become incapacitated and unable to serve or continue to serve as Trustee. The Trustee or any successor Trustee and anyone dealing with the Trustee may rely upon written notice of the determination provided by this paragraph.
- F. The Trustee may resign at any time upon written notice to all beneficiaries names in this Trust.

ARTICLE XIV Compensation of Trustee

For its services hereunder any individual Trustee shall receive reasonable compensation.

ARTICLE XV Additional Property

The Settlor or any other person shall have the right at any time and from time to time to add other property, real or personal of any kind or nature, to the Trust hereby created, by transferring, assigning, conveying, devising or bequeathing any property to the Trustee, or by designating the Trust as the beneficiary of any pension plan or life insurance policy, to be held by it under this Trust; and, if so added, the proceeds of such property shall be governed by the provisions of this Trust, the same as if originally included under this Trust. Any additional property received by the Trustee shall be added to this Trust and administered in accordance with the provisions of Article IV and V of this Trust.

ARTICLE XVI

All questions relating to the validity, construction and administration of this Trust shall be determined in accordance with the laws of the State of Florida. The principal place of administration of the Trust is Miami-Dade County, Florida.

ARTICLE XVII Revocability

Provided Settlor is under no legal disability, this Trust is revocable by Settlor without the consent of any other person at any time during the lifetime of Settlor. Settlor may by instrument, signed, acknowledged and delivered to Trustee or by the Last Will and Testament of Settlor duly admitted to probate, modify, amend, or revoke in whole or in part this Trust; provided, that any changes with respect to the Trustee's duties, liabilities or compensation shall not be effective without the Trustee's consent. To the extent this Trust is revoked, the Trustee shall deliver the principal of the Trust estate to Settlor. Upon the death of the Settlor, this Trust shall then be irrevocable. Any modification or amendment of this Trust after the death of Settlor shall require the consent of Settlor's husband. The powers reserved in this Article are personal to the

Settlor and may not be exercised by the Guardian of the Settlor or others.

ARTICLE XVIII Charitable Gifts and Gifts to Settlor's Siblings

Settlor while serving as Trustee shall have the power to make charitable gifts in such amounts and among such charitable institutions as the Trustee, in her sole discretion, shall deem best and proper.

Settlor while serving as Trustee shall have the power to make gifts to any of Settlor's siblings in such amounts and time as the Trustee in her sole discretion shall deem best and proper. Any gifts to any of Settlor's siblings who is entitled to public benefits shall be made only in accordance with the requirements of paragraph C of Article V.

This power to make gifts is personal to Settlor and may not be exercised by any Successor Trustee.

ARTICLE XIX Spendthrift Provision

Inasmuch as the Trust created pursuant to the provisions of this Agreement is and will have been created for the purpose of protecting the beneficiaries from want or inconvenience by reason of the vicissitudes of life as far as reasonable foresight can prevent, the Trust or Trusts created by this Trust Agreement shall be deemed a Spendthrift Trust and it is the will of Settlor, that the net income and corpus of the Trust shall not be subject to any legal process for the payment of any obligation or indebtedness of any beneficiary thereof, nor may any creditor of a beneficiary attach or garnish the interest of any beneficiary, nor may any beneficiary anticipate, pledge, transfer, sell or assign any interest in the said Trust, nor shall the interest of the beneficiary be subject to any claim for alimony, maintenance, suit money, counsel money, or any other claim arising out of or by reason of the maintenance of any

domestic proceedings to which any of them is or may be a party; and any attempted pledge, assignment or other proceedings designed to subject their interest to any charge, claim or encumbrance based upon any act or omission of said persons shall be a nullity and the Trustee shall have the right to refuse to make any payments to, or to recognize the claim of any such creditor, pledgee, assignee, transferee, claimant or spouse.

The interest of each beneficiary shall be subject to the provisions of this Article. The Spendthrift provision shall apply to both voluntary and involuntary transfers of an interest of a beneficiary and all payments to any married beneficiary shall be free from the control of any spouse.

No beneficiary, spouse of beneficiary or creditor of a beneficiary shall have the power to compel any distribution of the Trust corpus, and the Trustee shall have the power and duty to refuse such demand.

ARTICLE XX Presumption of Survival

If any beneficiary or beneficiaries under this Trust shall die with the Settlor in a common accident or disaster and in circumstances that shall render it difficult to determine which died first, the Settlor shall be deemed to have survived the beneficiary or beneficiaries and this Trust shall be so construed. If any beneficiary or beneficiaries under this Trust shall die within 60 days of the death of the Settlor, such beneficiary or beneficiaries shall be deemed to have predeceased the Settlor.

ARTICLE XXI Miscellaneous

A. Throughout this Agreement, except where the context otherwise requires, any gender shall be deemed to include all genders and the singular shall be deemed to include the plural, and vice versa.

- B. Notwithstanding anything herein contained to the contrary, no powers enumerated herein or accorded to Trustee generally pursuant to the law shall be construed to enable any successor trustee or guardian of Settlor, or any other person to purchase, exchange or otherwise deal with or dispose of the principal or income of the Trust for less than an adequate or full consideration in money or money's worth, or to enable any successor Trustee or guardian of Settlor to borrow the principal or income of the Trust, directly or indirectly, without adequate interest or security. No person, other than the Trustee, shall have or exercise the power to vote or direct the voting of any stock or other securities of the Trust, to control the investment of the Trust either by directing investments or reinvestment, or to require to exchange any property of the Trust by substituting other property of an equivalent value.
- C. In the event any provision of this Trust shall be deemed by Court of competent jurisdiction to be unenforceable, the remaining provisions of this Trust shall nevertheless be deemed valid and enforceable and carried into effect.
- D. In making distributions of principal from the Trust, the Trustee shall primarily consider the needs of the Settlor, as primary beneficiary, or, upon her death, the needs of Settlor's siblings, and not the needs of any nephew or nieces of Settlor.

IN WITNESS WHEREOF, I, JANET RENO, have to this REVOCABLE TRUST AGREEMENT subscribed my name and affixed my seal at Miami-Dade County, Florida, this 17 day of May, 2008, written on twenty –seven (27) pages, of which this is page twenty-five (25), each of which I have initialed, all of which has been done in Miami-Dade County, Florida.

JANET RENO. SETTLOR

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STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my Revocable Trust Agreement.

		D, SETTLO	ETTLOR				
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officer signing							
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presence and Settlor and of		n signed	the instr	ument as	a witness	s in the pre	esence of the
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						R. SAETAE ISSION # DD 375921	

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MY COMMISSION # DD 375921

EXPIRES: December 1, 2008

Bondad thru Notary Pitchic Underwriters

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as Trustee.

We, Marcia J. Kanner and Lewis M. Kanner have been sworn by the officer signing below, and declare to that officer on our oaths that the Trustee declared the instrument to be the Settlor's Revocable Trust Agreement and signed it in our presence and that we each signed the instrument as a witness in the presence of the Trustee and of each other. Witness Marcia J//Kanner 6915 Barquera St.; Coral Gables FL 6915 Barquera St.; Coral Gables, FL Acknowledged and subscribed before me by the Trustee, JANET RENO, who is personally known to me or who has produced ______ as identification, and sworn to and subscribed before me by the witnesses, Marcia J. ______ and _____ and _____ who are _____ personally known to me or who have produced _____ as identification, and subscribed by me in the presence of the Trustee and the subscribing witnesses, all on <u>Mav_17____</u>, 2008. R. SAETAE MY COMMISSION # DD 375921 EXPIRES: December 1, 2008 Notary Public Reesea R. Saetae

TARENO\087597\DocumentARevocable Trust (final 05-15-08).nf