

KING NELSON FAMILY TRUST DATED JANUARY 14<sup>th</sup>, 2011

This Agreement, which is revocable and amendable by the Donor, made this 14<sup>th</sup> day of January, 2011 between ROBERT OGDEN KING, of 11482 W. Bayshore Drive, Crystal River, Florida, 34429, hereinafter called "the Donor" and the said ROBERT OGDEN KING, hereinafter called "the Trustee", witnesseth that:

The Donor has transferred to the Trustee the property set forth in the Trustee's receipt of even date, which, together with any other property that hereafter may be added to this Trust, shall be held and administered by the Trustee for the purposes and upon the trusts hereinafter set forth.

This Trust shall be known as the "KING NELSON FAMILY TRUST DATED JANUARY 14<sup>th</sup>, 2011" and may be referred to as such.

ARTICLE 1: PROVISION FOR DONOR DURING HIS LIFETIME

During the life of the Donor, the Trustee shall pay to him or for his benefit, or in accordance with his written instruction, the net income from the Trust Property, and also shall pay to him or upon his order such amounts, any part or all, from the principal of the Trust Property as he may from time to time or at any time direct in writing. In the event that, in the opinion of the Trustee, the Donor shall be at any time mentally or physically incapacitated and unable to give directions to the Trustee, the Trustee is authorized and empowered to pay from the income or principal of the Trust Property such amount, any part or all, for the benefit or account of the Donor as it may in its sole discretion deem necessary or advisable for the health, maintenance, or support of the Donor or in accordance with the written instructions of an individual acting under a Durable Power of Attorney on behalf of the Donor. The Trustee shall be entitled to rely on an opinion in writing from the Donor's physician that he is incapacitated.

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The Donor's principal residence shall be entitled to the homestead tax exemption as provided in Section 689.017(8)(h) of the Florida Land Trust Act, and in that regard, notwithstanding any other provision of this Trust Agreement, the Donor shall have the right to reside on any real property owned by the Trust during her lifetime and until her death. It is the intent of this provision to preserve in the Donor the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.031 of the Florida Statutes, so that his possessory right constitutes, in all respects, equitable title to real estate as that phrase is used in Section 6, Article 7 of the Constitution of the State of Florida. The Donor will be entitled to claim any available homestead tax exemption for any real property in the Trust hereunder, and for purposes of that exemption, his interest in such property will be deemed an interest in real property and not an interest in personalty. The provisions contained in this Article shall not restrict the Trustee in any way from selling, leasing, or encumbering such property without the Donor's joinder in any deed or other instrument.

#### ARTICLE 2: LOANS FROM TRUST

Upon the written instructions of the Donor, the Trustee shall deliver to any bank or lending institution in negotiable form, such assets then held as a part of the Trust Property as the Donor shall direct to be held by said bank or lending institution as collateral security for any present, past or future loans from said bank or lending institution to the Donor or for any other liabilities of the Donor, direct or indirect, primary or secondary, due or to become due, or that may hereafter be contracted. In case of such delivery, and until redelivery of said assets or the proceeds thereof, the Trustee hereunder shall have no power to control the disposition thereof by said bank or lending institution, but shall as Trustee hereunder have and retain only a pledgor's

interest therein, including to the extent permitted by said bank or lending institution the rights to receive all dividends or other distribution, to exercise all other rights of ownership, and to substitute for said pledged assets other assets then or thereafter included in the Trust Property.

#### ARTICLE 3: PAYMENT OF EXPENSES AFTER DEATH

After the death of the Donor, the Trustee may in its sole discretion pay to the Donor's estate or directly for the payment of his funeral and burial expenses, his debts, the expenses of administration of his estate (including taxes referred to in Article 5 hereof) and pecuniary legacies contained in his Will, so much, if any, of the Trust Property as the Donor's Personal Representative shall certify in writing is needed to pay the aforesaid expenses, debts, taxes and legacies.

#### ARTICLE 4: DISPOSITIVE PROVISIONS

Upon the death of the Donor all of the income and principal of the Trust Property remaining after complying with the provisions of Article 3 hereof shall be administered as follows:

A. The Trustee shall distribute all articles of tangible personal property which I may own at the time of my death and not otherwise specifically bequeathed by this Trust, including without limiting the generality thereof, my personal effects, jewelry, household goods and vehicles of all sorts, but not including any money or cash I may have on hand, to the beneficiaries named in Paragraph E of Article 3 hereafter, the Trustee making a binding and conclusive division between them of such articles. The Trustee shall take into account the values of such articles as each beneficiary, so that, to the extent practicable, each of them will in total receive a share of such articles representative of his or her proportionate share of the total value of all such articles. The Trustee shall be guided, but not bound, by any preferences which any such beneficiary may express with respect to particular assets. Any of the

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is herein made for the disposition of the Trust Property or any shares thereof upon the facts and circumstances then existing, the Trustee shall pay over, transfer and convey the Trust Property or the share thereof, as the case may be, free and discharged from all trusts hereunder to those persons who would inherit the personal property of the Donor, under the laws of the State of Florida then in force at the Donor's death, relating to intestate estates as if the Donor had died intestate, unmarried, domiciled in Florida possessed only of said portion of the Trust Property, and in the proportions provided by such laws.

#### ARTICLE 5: DISPOSITIVE PROVISIONS

In the event of the incapacity of the Donor or any income beneficiary hereunder, the Trustee may make payments directly for the health, support or maintenance of said beneficiary.

#### ARTICLE 6: PAYMENT OF ESTATE TAXES

All estate, inheritance, legacy, succession or transfer taxes, if any, imposed by the laws of the United States or of any state or territory or by a foreign government with respect to the Trust Property or any of it, and assets owned by the KING IRREVOCABLE "RIVER HOUSE" TRUST DATED JANUARY <sup>14<sup>th</sup></sup> 2011, or assets passing under the Donor's Will, and assessed as a result of the death of the Donor (but not including any such taxes with respect to property over which the Donor may have any power of appointment or disposal), shall, except as hereinafter provided, be paid by the Trustee out of the principal of Trust Fund. No such taxes shall be payable from any bequest to a beneficiary which would qualify for a charitable deduction. If for the purpose of computing any tax referred to above the Trust Property or any of it shall be included in the estate of the Donor or combined with any other property (whether of the Donor or of some other person), the Trustee shall pay as aforesaid the portion of such tax apportioned to the Trust Property in

accordance with applicable law. Any payment made hereunder may be made by way of reimbursement to the Donor's Executor or Administrator or to any person who may have paid the tax instead of being made directly to the public authority to settle or compromise the tax. The Trustee may also pay as aforesaid at any time any such taxes without obtaining the prior approval of anyone interested under this Trust Agreement. Assets not includible in the Donor's gross estate for Federal or State estate tax purposes, except to the extent other assets are not available, shall not be used to pay claims, estate taxes or administration expenses of the Donor's estate.

#### ARTICLE 7: DISTRIBUTIONS TO PERSONS UNDER A DISABILITY

All payments of income hereinabove required to be made shall be paid quarter-annually or oftener in the discretion of the Trustee. In case any amount becomes payable from the Trust Fund to a minor, to a person under legal disability, or to a person not adjudicated incompetent, but who by reason of illness or mental or physical disability is in the opinion of the Trustee unable properly to administer such payments, then such payments may be made by the Trustee for the benefit of such beneficiary in such of the following ways as the Trustee deems best:

- (a) Directly to such beneficiary;
- (b) To any legally appointed guardian or conservator of such beneficiary;
- (c) To any relative or friend of such beneficiary for the health, maintenance, support or education of such beneficiary;
- (d) By the Trustee, using such payments directly for the health, maintenance, support or education of such beneficiary; or
- (e) To a custodian under the Uniform Gifts to Minors Act, the Uniform Transfers to Minors Act, or similar law of any jurisdiction.

#### ARTICLE 8: DISTRIBUTION OF ACCRUED INCOME AFTER DEATH OF BENEFICIARY

Upon the death of any beneficiary of Trust Fund, no undistributed or accrued income which would have been distributable to such beneficiary had such beneficiary continued to live shall be paid to the Executor or Administrator of the estate of such deceased beneficiary, but all such undistributed or accrued income shall be paid to the beneficiary or beneficiaries entitled to the estate next succeeding the estate of such deceased beneficiary, if any.

#### ARTICLE 9: PROTECTION FROM CREDITORS

No person to whom any interest is given in Trust Fund, whether in income or principal, shall have the power to anticipate, alienate, dispose or encumber such interests, or to subject the same to his debts or liability and no such interests shall be liable for his debts or liability, including claims of a spouse in any domestic action or for child support.

#### ARTICLE 10: ACCOUNTING

The Trustee shall each year render a brief account of its administration of the Trust to the then existing income beneficiary or beneficiaries. The written approval of such an account by such person or persons or their legal representative(s) shall, as to all matters and transactions stated therein or shown thereby, be final and binding upon all persons (whether in being or not) who are then or may thereafter become entitled to share in either the principal or the income of the Trust. Unless written objection to the account is received from the beneficiaries, or the legal or natural guardian of a beneficiary if applicable, within ninety (90) days from mailing, it shall be assumed that approval is given to said account.

Any Trustee hereunder may resign from the Trusts hereby created at any time by giving thirty (30) days written notice of intention so to do, delivered personally or by registered mail to the income beneficiaries. Any such resignation shall be effective only upon the appointment of a successor Trustee and the latter's

acceptance of this Trust. Except as otherwise provided herein, in case of death, resignation or incapacity of any Trustee hereunder, a successor Trustee shall be appointed by a majority of the income beneficiaries. In no event shall the income beneficiaries appoint any of themselves to be trustees hereunder. In the event of the failure, refusal or inability of the income beneficiaries to appoint a successor within sixty (60) days of the date of a notice of resignation, then the resigning Trustee may appoint a successor. Any appointment of a successor pursuant hereto shall be by written instrument, attached to this Trust Agreement, or any executed copy hereof, and shall be effective upon the written acceptance of this Trust by the appointee endorsed on the instrument of appointment. Any successor Trustee shall have all the powers, immunities and discretions conferred herein upon the original Trustee. No Trustee or successor Trustee shall be required to give any bond. No Trustee shall be liable or responsible in any way for acts or defaults of any co-Trustee or any predecessor Trustee; and with the written consent of the income beneficiaries any successor Trustee may accept the account rendered and the assets and property delivered to it by the predecessor Trustee as a full and complete discharge of the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary under this instrument by reason of so doing.

Any compliance by the Trustee of any trust or trusts created hereunder with the law, including Chapter 737 of the Florida Statutes requiring qualification, administration or accounting by such Trustee to any court is hereby waived.

As used in this Article, the phrase "income beneficiaries" shall during the life of the Donor mean only the Donor, and thereafter shall mean the class of persons composed of those to whom or for whose benefit income is then payable or may at the discretion of the Trustee be paid to those persons who are legally competent, and the

guardian, conservator or other personal representative of any such person who is not legally competent.

#### ARTICLE 11: DIVISION AND DISTRIBUTION

In any case in which the Trustee is required to divide the principal of the Trust Fund unto parts or shares or distribute the same, it is authorized and empowered in its sole discretion to make division or distribution in kind or in cash or partly in kind and partly in cash or prorata or non-prorata at then current values. The judgment of the Trustee concerning the values for the purposes of such division or distribution of the property or securities shall be final and binding upon all persons then or thereafter interested therein.

#### ARTICLE 12: POWERS OF TRUSTEE

Each Trustee under this Trust, whether originally designated or a successor, shall have in addition to and not in limitation of any powers given otherwise in the Trust or by law, as set forth in Florida Statutes Sections 737.402, 736.0816 and 738, the following powers which shall continue after the date of the termination of this Trust for the purpose of distribution, viz: To purchase any assets of the Donor's real or personal estate on terms and conditions in the Trustee's sole discretion; to sell at public or private sale, or to exchange, lease, pledge or mortgage in such manner and on such terms as the Trustee deems advisable, any property, real or personal, which may at any time constitute a part of the Trust Property, and **specifically to loan funds to ROSEMARY KING NELSON for the payment of her mortgage payments, property taxes or other necessary expenses** or loans to others subject to a valid promissory note; to borrow money, with or without security for any purpose, and to pledge securities or other property to secure any loan; to execute all deeds, assignments, mortgages, leases or other instruments necessary or proper for any of the foregoing purposes; to invest or reinvest in and retain as an investment any property,



which in the opinion of the Trustee is suitable for the purpose of this Trust, although of a kind or in an amount which might not otherwise be regarded as a proper trust investment; to lend money; to vote either in person or by general or limited proxy or to refrain from voting any corporate stock for any purpose; to deposit any securities held by it with or under the direction of any committee formed to protect said securities and participate in, consent to or carry out any reorganization, consolidation, merger, liquidation, readjustment of the financial structure or sale of the assets of any corporation or other organization; to exercise conversion and subscription rights, and hold any property received pursuant to any transaction as assets of the trust estate; to keep any or all securities or other property in the name of some other person, partnership or in its own name without disclosing its fiduciary capacity; to determine how all stock and cash dividends, rights and other receipts from whatever source and all disbursements for whatever purpose shall be credited, charged or apportioned between principal and income; to purchase or retain stocks which pay dividends in whole or in part otherwise than in cash; to pay, compromise or contest any claim or other matter directly or indirectly affecting this fund; to employ counsel for any of the above or other purposes and to determine whether or not to act upon his advice; and to receive property from the Donor or any other person, whether by Will or otherwise, to be added to the principal of the Trust Property hereunder, and held and administered accordingly. No purchaser from or lender of money to the Trustee shall be required to see to the application of the purchase money or the money loaned. The Trustee is authorized without notice to any persons interested in the Trust Property, to invest the Trust Property or any part thereof in participations of any common trust fund now or hereafter maintained or shares of any regulated investment company. The Trustee shall receive reasonable compensation for its services hereunder.

The Trustee may retain and acquire real and personal property of any kind, amount or proportion including without limitation, stock and obligations of any corporate fiduciary.

Notwithstanding any other provision hereof, no Trustee who is or may become a beneficiary hereunder, or who is the spouse or parent of such beneficiary, shall have the power to participate in any decision or determination affecting the beneficial enjoyment of the Trust Fund or the income thereof directly or indirectly if the existence of such power would constitute a general power of appointment under Section 2041 of the Internal Revenue Code of 1986 or Acts in amendment or substitution thereof.

The Trustee is authorized to retain any securities of Main Street Broadcasting Company, Incorporated, ORA CORPORATION, and Delaware Leasebank, Inc., or any successor thereto or affiliate thereof (the "Companies"), forming part of any trust hereunder for such period of time as they may deem advisable, without any liability for any decrease in the value thereof resulting from the retention; to register, or qualify for exemption from registration, securities in the Company with any agency or agencies of any Government (including but not limited to the Securities and Exchange Commission of the Government of the United States); to participate in any such registration or qualification for exemption from registration; to apply for and to secure the approval of any agency of any Government with respect to the sale of securities of the Company; to sell such securities to the public or to private investors or to participate in the public or private sale of such securities; to enter into agreements with respect to any such sale with any broker, investment banker, or underwriter; to make such representations, warranties, and indemnities as are customarily given by a selling securities holder to any broker, investment banker,

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or underwriter in connection with a firmly underwritten offering; to incur and to pay all expenses necessary or appropriate in connection with any such registration, qualification, or sale; and to take all other action necessary or appropriate in order to consummate any such sale; to nominate or vote for any Trustee acting hereunder (or any officer of any corporate Trustee acting hereunder) as directors of the Company, and to approve any action (including, without limitation, the employment of any of them (or of any officer of any corporate Trustee acting hereunder) as an officer or otherwise, by the Company) of any board of directors or officer of the Company, and, as to each of the Trustees acting hereunder (and as to any officer of any corporate Trustee acting hereunder), to accept such nomination, election, or employment.

#### ARTICLE 13: DEFINITIONS

The word "Trustee" as used herein shall be construed to mean the Trustee at any time acting hereunder, including any succeeding Trustee. The word "Trustee" shall also be construed to mean the plural if more than one Trustee is serving as such.

The words "Trust Property" as used herein shall be construed to mean all property, real and personal, at any given time held by the Trustee hereunder, including any property or securities which may be hereafter conveyed or delivered to it.

#### ARTICLE 14: FLORIDA LAW

This Agreement shall be administered as a Florida Trust and the validity, construction, effect and administration of this Agreement shall be governed and interpreted under and in accordance with the laws of the State of Florida. However, if at any time the Trustee serving hereunder is a resident of or a corporation located in a jurisdiction other than Florida or if the Donor becomes domiciled in a jurisdiction other than Florida, the Trustee in its sole discretion, may elect to have the law of that jurisdiction (or if there is a possible choice of more than one jurisdiction, then the law

of one of said jurisdictions) govern, interpret, construe and regulate this Agreement, except that the validity of this Agreement shall be determined only under the laws of the State of Florida. The Trustee may also elect, under such circumstances, to have the Trust created by this Agreement administered in one or more of such other jurisdictions. Said election shall be made by a written instrument and may only be made after written opinion of counsel to the Trustee, as to the effect of such change of law. The Trustee is hereby vested with the power to remove this trust from the State of Florida and to amend this provision to provide for this trust's construction and regulation under the laws of a different jurisdiction if, in the Trustee's discretion, such removal or amendment or both removal and amendment is necessary to effectuate the purposes of this trust.

#### ARTICLE 15: AMENDMENT OR REVOCATION OF TRUST

This Trust Agreement may at any time and from time to time be altered or amended by the Donor with the consent of the Trustee or may at any time be revoked by him, in whole or in part, and the Trustee shall, if so directed by the Donor transfer and convey to the Donor any part of, or all of the Trust Property then held hereunder, and in case of alteration or amendment, the Trustee shall thereafter hold the Trust Property under the Trusts as so altered or amended. Any such alteration, amendment or revocation of this Trust shall be by instrument in writing, signed by the Donor and delivered to the Trustee during the life of the Donor. No person or corporation dealing with the Trustee shall be in any manner affected by any alteration or amendment of this Trust Agreement, without actual knowledge of the same, and shall always be entitled to rely upon a certificate in writing signed by any Trustee then acting hereunder as to what, if any, alteration or amendment has been made in this Trust Agreement and as to who is the present Trustee hereunder.

#### ARTICLE 16: TREASURY BONDS

If at the time of the death of the Donor, the Trustee holds United States Treasury Bonds selling below par value and redeemable at par for the payment of Federal Estate Taxes, then notwithstanding the provisions hereinbefore set forth or any provisions to the contrary contained in the Donor's Will, the Trustee shall in any event pay such portion of the Federal Estate Taxes due by reason of the Donor's death as is equal to the par value of said bonds by the redemption of said bonds.

#### ARTICLE 17: APPOINTMENT OF SUCCESSOR TRUSTEE

Notwithstanding any provision contained herein to the contrary, if the Donor shall become mentally or physically incapacitated, die or resign, then the Donor appoints RAYMOND ALLEN "DEACON" NELSON, JR., ROSEMARY KING NELSON, and GARY SAPIANE to be the successor co-Trustees hereunder. In the event that RAYMOND ALLEN "DEACON" NELSON, JR., GARY SAPIANE or ROSEMARY KING NELSON shall fail or cease to act as a Trustee hereunder, then the Donor appoints ROBERT O.H. KING to serve as successor co-Trustee hereunder and JULIA KING AKERS shall serve as the following successor co-Trustee in the event of a further vacancy. In the event that any co-Trustee shall fail or cease to act as a Trustee, then the Donor appoints the remaining individuals to serve as the Trustees hereunder. A written statement by a duly licensed physician regarding the incapacity or incompetence of the Donor, RAYMOND ALLEN "DEACON" NELSON, JR., GARY SAPIANE, ROBERT O.H. KING or JULIA KING AKERS shall be conclusive for purposes of this Article. If there are three or more co-Trustees of this Trust Agreement, concurrence of a majority is required in all acts of the Trustees. If there are two co-Trustees of this Trust Agreement, concurrence of both is required in all acts of the Trustees.

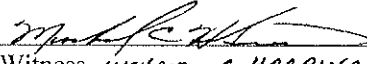
Furthermore if Co-Trustees are acting hereunder, a Co-Trustee may from time to time delegate to the other Co-Trustees all or any of his powers as Trustee

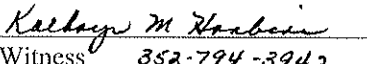
during temporary absences due to vacation, business or employment, illness or emergency, or other similar cause. Such delegation shall be in writing, shall specify the powers delegated and may be revoked or modified by a comparable writing. A statement that the Trustee delegates all powers granted by this document shall be sufficient to delegate all such powers. No delegation shall be made by anyone other than a Donor for longer than six months, and any two delegations for the same purpose must be separated by at least a thirty-day period. Any such delegation shall be exercised by delivery by the delegating Trustee to the other Co-Trustees of written notice specifying the powers delegated. Such delegation shall terminate as provided in the written notice, or upon the earlier to occur of the delivery by the delegating Trustee to the other Co-Trustees of written notice of termination and the expiration of six months from the date of the delegation (unless a Donor is the delegating Trustee). The delegating Trustee shall incur no liability to any beneficiary regarding the administration of such trust with respect to the exercise of the powers delegated during the delegation period. Any third party, including any bank, savings and loan, title insurer, stock or bond broker or transfer agent may rely upon such delegation and shall incur no liability for any action taken in reliance on such delegation in the absence of actual knowledge of its revocation or modification.

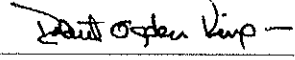
#### ARTICLE 18: CONTEST

If any beneficiary hereunder shall contest the validity of this Trust or any provision thereof, or shall institute or join in (except as a party defendant) any proceeding to contest the validity of this Trust from being carried out in accordance with its terms (not including a petition for instructions instituted in good faith and with probable cause for the interpretation of this Trust) then all benefits provided for such beneficiary are revoked and shall pass under said Trust as if said beneficiary had predeceased me.

IN WITNESS WHEREOF, the Donor has hereunto set his hand and seal,  
and the said ROBERT OGDEN KING, in token of his acceptance of the Trust hereby  
created, has hereunto set his hand and seal.

  
Witness MICHAEL C. HRABINA  
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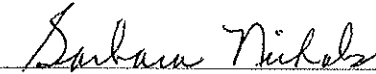
  
Witness 352-794-3942

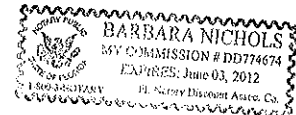
  
ROBERT OGDEN KING  
Donor

  
ROBERT OGDEN KING  
Trustee

State of Florida  
County of Citrus, ss.

On this 14<sup>th</sup> day of January, 2011, before me, the undersigned notary public,  
personally appeared ROBERT OGDEN KING, , [ ] personally known to me, or [x]  
proved to me through satisfactory evidence of identification, which was FL.D.R.LIC.,  
to be the person whose name is signed on the preceding or attached document, and  
acknowledged to me that he signed it voluntarily for its stated purpose.

  
Notary Public



THIRD AMENDMENT TO THE KING NELSON FAMILY TRUST

DATED JANUARY 14, 2011

I, ROBERT OGDEN KING, of Crystal River, Florida, do make this the third Amendment to the KING NELSON FAMILY TRUST DATED JANUARY 14, 2011 and first amended on February 17, 2011.

Pursuant to Article 15, I add the following to Article 12 after the last paragraph:

The Trustee shall have the following discretionary powers with respect to any such business interest to be exercised without court order for any purpose that the Trustee may deem advisable, which powers are intended to be in addition to and not in limitation of the powers conferred by law and those contained elsewhere in this instrument.

1. The power to participate in the conduct of the business or rely upon other to do so and to take or delegate to others discretionary powers to take such action with respect to its management and affairs which an individual could take as outright owner of the business interest, including the voting of stock and the determination of all questions of policy.

2. The power (i) to act as or to select or employ any person to act as director, officer or employee or other representative of such business, including agents, attorneys, consultant, accountants, (ii) to pay reasonable compensation including incentive compensation, without regard to the commissions to which the fiduciary may be entitled under this Will, and (iii) to discharge any person from the employ of any business;

3. The power (i) to determine the dividend policy of any corporation and other fiscal policies of any business, (ii) to establish and maintain reserves in any business

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for repairs, improvements, upkeep, obsolescence, redemption of interests, depreciations, technological changes, expansion, and other business purposes, (iii) to rely on reports furnished by the regularly retained auditors of any business as to its operations and financial condition, without making an independent investigation, and (iv) to render accounts of the operations and financial condition of any business in a manner conforming to accounting practices customarily used by similar businesses not owned by executors or trustees;

4. The power to invest additional assets in the Trust in any business and to lend assets of the Trust to any business upon any terms and conditions, for any period, with security, for any purpose which will benefit that business or any Trust

5. The power to sell all or any portion of such business to any partner, director, officer or employee or to any beneficiary of any Trust.

6. In the event stock of a corporation that is, or elects to be, taxed under Subchapter S of the Internal Revenue Code of 1986, as amended ("IRC") is held as an asset of the Trust, the Trustee shall have the power in the exercise of absolute discretion to take any and all actions necessary to preserve the Subchapter S taxing status of the subject corporation or to qualify any such share as a qualified subchapter S trust ("QSST") within the meaning of the IRC as then in effect, including but not limited to, the authority to make direct distributions to any beneficiary if doing so would preserve said Subchapter S status and the power to separate all of such stock into one or more separate Trusts, one for each beneficiary of the Trust in or into which the stock is then held or would then be transferred and to hold such stock as the only asset of that Trust for the benefit of the single beneficiary.

In such event and for so long as the Trustee determines to continue a separate Trust as a QSST the Trustee shall be required to do the following:

a. Pay to the beneficiary all of the Trust's net income in convenient installments, but at least annually; provided, however, the right of that beneficiary to receive income shall terminate at the beneficiary's death or termination of the Trust prior to death of the beneficiary.

b. Pay to the beneficiary so much of the Trust's principal including all or none as the Trustee deems appropriate for any purpose, but at least any amount necessary to equal the federal and state income taxes imposed on the beneficiary with respect to any income or gain of the S corporation stock owned by the Trust that is allocated to principal under applicable trust accounting principles.

c. Distribute all income and principal of the Trust to the beneficiary if the Trust terminates during the beneficiary's lifetime.

In such event and for so long as the Trustee determines to continue a separate Trust as a QSST the Trustee shall not distribute either income or principal for the benefit of any person other than its beneficiary.

7. The power to enter into agreements setting or controlling the value and/or controlling and restricting the sale or transfer of ownership interests in any closely held business, and this power shall expressly include the power to bind the beneficiaries of any Trust to the provisions of any such agreement after termination of any Trust.

Pursuant to Article 15, I revoke Article 17 in its entirety and substitute the following Article 17:

#### ARTICLE 17: APPOINTMENT OF SUCCESSOR TRUSTEE

Notwithstanding any provision contained herein to the contrary, if the Donor shall become mentally or physically incapacitated, die or resign, then the Donor

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successor co-Trustees hereunder. In the event that RAYMOND ALLEN "DEACON" NELSON, JR., GARY SAPIANE or RICHARD T. ROLLINS shall fail or cease to act as a Trustee hereunder, then the Donor appoints ROBERT O.H. KING to serve as successor co-Trustee hereunder and JULIA KING AKERS shall serve as the following successor co-Trustee in the event of a further vacancy. In the event that any co-Trustee thereafter shall fail or cease to act as a Trustee, then the Donor appoints the remaining individuals to serve as the Trustees hereunder. A written statement by a duly licensed physician regarding the incapacity or incompetence of the Donor, RAYMOND ALLEN "DEACON" NELSON, JR., GARY SAPIANE, RICHARD T. ROLLINS, ROBERT O.J. KING or JULIA KING AKERS shall be conclusive for purposes of this Article. If there are three or more co-Trustees of this Trust Agreement, concurrence of a majority is required in all acts of the Trustees. If there are two co-Trustees of this Trust Agreement, concurrence of both is required in all acts of the Trustees.

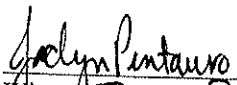
Furthermore if Co-Trustees are acting hereunder, a Co-Trustee may from time to time delegate to the other Co-Trustees all or any of his or her powers as Trustee during temporary absences due to vacation, business or employment, illness or emergency, or other similar cause. Such delegation shall be in writing, shall specify the powers delegated and may be revoked or modified by a comparable writing. A statement that the Trustee delegates all powers granted by this document shall be sufficient to delegate all such powers. No delegation shall be made by anyone other than a Donor for longer than six months, and any two delegations for the same purpose must be separated by at least a thirty-day period. Any such delegation shall be exercised by delivery by the delegating Trustee to the other Co-Trustees of written notice specifying the powers delegated. Such delegation shall terminate as provided

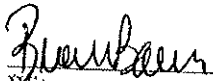
in the written notice, or upon the earlier to occur of the delivery by the delegating Trustee to the other Co-Trustees of written notice of termination and the expiration of six months from the date of the delegation (unless a Donor is the delegating Trustee). The delegating Trustee shall incur no liability to any beneficiary regarding the administration of such trust with respect to the exercise of the powers delegated during the delegation period. Any third party, including any bank, savings and loan, title insurer, stock or bond broker or transfer agent may rely upon such delegation and shall incur no liability for any action taken in reliance on such delegation in the absence of actual knowledge of its revocation or modification.

In all other respects we ratify and confirm all of the provisions of the KING NELSON FAMILY TRUST DATED JANUARY 14, 2011 as amended on February 17, 2011.

IN WITNESS WHEREOF, the said Donor, ROBERT OGDEN KING, has hereunto set his hand and seal to this instrument this 19<sup>th</sup> day of May, 2011.

  
ROBERT OGDEN KING

 5/19/11  
Witness Jaclyn Pintauro

 5/19/11  
Witness Brian T. Bawman