

## **Amendment of Trust**

Attached is a copy of the Agelatos Family Revocable Trust. Under Article V of the Trust, Darlene Agelatos is now the Trustee of the Agelatos Family Revocable Trust.

## **AGELATOS FAMILY REVOCABLE TRUST**

THIS TRUST AGREEMENT is entered into on May 15, 2019, between SOTIRIOS AGELATOS (the "Husband") and DARLENE M. AGELATOS (the "Wife"), of Pinellas County, Florida, as grantors (the "Grantors"), and SOTIRIOS AGELATOS, of Pinellas County, Florida, as initial trustee (the "Trustee").

### **WITNESSETH:**

The Grantors desire to create a trust to be held, administered and distributed in accordance with the provisions of this Trust Agreement. Accordingly, the Grantors have transferred to the Trustee, and the Trustee acknowledges receipt from the Grantors of the sum of ten dollars (\$10.00) in cash. This property, together with any other property which may hereafter be conveyed to the Trustee subject to the trust hereby created, shall be held, administered and distributed by the Trustee, upon the trust and for the purposes and uses herein set forth. The trust initially created by this Trust Agreement shall be known as the "AGELATOS FAMILY REVOCABLE TRUST."

### **Article I. Identification**

The Grantors have two daughters, ZOE KATHERINE AGELATOS and ROXANNE NAFSIKA AGELATOS-CHRISTO. All references in this Trust Agreement to the "Grantors' daughters" are to them.

### **Article II. Revocable Trust**

**A. Distributions.** The Trustee shall hold, manage, sell, exchange, invest and reinvest the trust property, collect all income and, after deducting such expenses as are properly payable, shall accumulate and distribute the income and principal as herein provided. The Trustee shall distribute the income and principal of the trust to the Grantors in such amounts as the Grantors may direct. Following the death of the first Grantor to die, such distributions shall continue to be made to the other Grantor (the "surviving Grantor")

  
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in such amounts as the surviving Grantor may direct. All undistributed trust income shall be accumulated and invested. If either Grantor becomes incapacitated, the Trustee shall distribute such amounts of the income and principal of the trust for the comfort, health, support, maintenance or other needs of the Grantors as the Trustee shall determine, in the Trustee's discretion, to be necessary or appropriate to maintain the Grantors in accordance with the Grantors' accustomed standard of living at the time of the execution of this Trust Agreement.

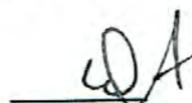
**B. Character of Property.** Property transferred to this trust which consists of a Grantor's separate property shall retain its character as separate property and shall be accounted for separately by the Trustee so that it can be returned to such Grantor as such Grantor's separate property if this instrument is completely or partially revoked. Property transferred to this trust which consists of the Grantors' community property shall retain its character as community property and shall be accounted for separately by the Trustee so that it can be returned to the Grantors as their community property if this instrument is completely or partially revoked. The powers of the Trustee over the Grantors' community property shall be no more extensive than those possessed from time to time by either Grantor over such property.

**C. Additions Following Death of Each Grantor.** Following the death of each Grantor, the Trustee shall add to this trust all property which was owned by such Grantor and which is received by the Trustee under such Grantor's Will and all non-probate assets (which shall include, but not be limited to, any payments from an employee or self-employed benefit plan, individual retirement account or annuity or any proceeds of any insurance policy on the life of such Grantor) which are payable to the Trustee hereunder.

**D. Memorandum.** The Grantors request that the beneficiaries of the trust created by this Article and the Trustee honor the provisions of any memorandum written by either Grantor directing the disposition of any portion of the Grantors' tangible personal property upon the death of either such Grantor.

**E. Payment of Taxes.** Following the death of either Grantor, all estate, inheritance or similar taxes (including interest and penalties thereon) arising in connection with such Grantor's death with respect to any property included in such Grantor's gross estate for the purpose of calculating such taxes, whether or not such property passes under this Trust Agreement, under such Grantor's Will, or otherwise, shall be paid from the property of this trust which is included in such Grantor's gross estate. This Section shall not apply to any generation skipping transfer taxes imposed by Section 2601 of the Code, which taxes shall instead be payable in accordance with the provisions of Section 2603 of

  
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the Code. The Trustee shall seek recovery of taxes from qualified terminable interest property includable in the surviving Grantor's estate pursuant to Section 2044 of the Code as provided in Section 2207A of the Code.

F. **Payment of Expenses.** The Trustee, in the Trustee's discretion, may pay from the trust property all or any part of either Grantor's funeral expenses, claims which are legally enforceable against the Grantors' estates and reasonable expenses of administration of the Grantors' estates, but the Trustee shall not make any such payments that are not in the best interests of any person having a beneficial interest in the remaining property of this trust upon termination. The payments made pursuant to this Section shall be made prior to the distributions provided for in Article II, Section G. The Trustee may make such payments directly or may pay over the amounts thereof to the duly qualified executor, personal representative, or administrator of such Grantor's estate. Written statements by the executor, personal representative, or administrator of such Grantor's estate of the sums that may be paid under this Section shall be sufficient evidence of their amounts, and the Trustee shall be under no duty to confirm that such payments were applied properly.

G. **Termination.** The trust created by this Article shall terminate upon the death of the surviving Grantor. Upon termination, the Trustee shall distribute all of the remaining trust property to the Trustee of the AGELATOS FAMILY TRUST to be held, administered and distributed as a part of such trust.

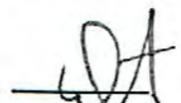
### **Article III. Family Trust**

A. **Applicability.** Any property that is distributed to the Trustee subject to the provisions of this Article shall be held in a single trust known as the "AGELATOS FAMILY TRUST." The requirements of Article II, Section B of this Trust Agreement shall be applicable to the Trustee of this trust.

B. **Beneficiaries.** The beneficiaries of this trust are the Grantors' daughters, per stirpes.

C. **Limited Power of Appointment.** Each of the beneficiaries of this trust shall possess a limited power of appointment as to their share of this trust. Specifically, the beneficiaries shall be permitted to designate any of the Grantors' descendants as beneficiaries of their share of this trust in whatsoever proportions they instruct. Such designation may be made either by testamentary disposition or by written instruction to

  
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the then-serving Trustee of this trust. If no such designation is made, upon the death of a beneficiary, that beneficiary's share shall descend per stirpes.

**D. Termination.** This trust shall terminate upon the request of any of the beneficiaries of this trust. If a beneficiary requests termination, the then-serving Trustee of this trust shall distribute all of the remaining trust property among the beneficiaries of this trust per stirpes.

#### **Article IV.**

#### **Contingent Trusts**

**A. Applicability.** With regard to any property which will pass outright to a beneficiary upon the death of either Grantor or upon the termination of a trust created hereunder, if such property is to be distributed to an individual who is under age 25 or who is incapacitated (such person is referred to as the "Ward"), such property shall be held by the Trustee as a separate trust for the benefit of such Ward; provided, however, the provisions of this Article shall not apply to property distributed to the surviving Grantor. Alternatively, the Trustee, in the Trustee's discretion, may hold such property as custodian under the uniform transfers to minors act of any state, as it is the Grantors' intention to ensure maximum flexibility in the administration of such property.

**B. Distributions.** The Trustee shall utilize such amounts of the income and principal of the Ward's trust as the Trustee, in the Trustee's discretion, deems desirable from time to time to provide for the Ward's health, support, maintenance or education, directly and without the interposition of any guardian or conservator.

**C. Termination.** Each trust created by this Article for a Ward who is under age 25 shall terminate when such Ward attains that age. Each trust created by this Article for a person who is incapacitated shall terminate when the Ward of such trust, in the discretion of the Trustee, is no longer incapacitated. Upon the termination of a trust created by this Article, the remaining property of such trust shall be distributed to the Ward of such trust, but if a Ward dies before the termination of such Ward's trust, then upon such Ward's death the remaining property of such trust shall be distributed to such Ward's estate.

#### **Article V.**

#### **Trustee Nominations**

**A. Successor Trustee.** If SOTIRIOS AGELATOS dies, resigns, becomes incapacitated, or otherwise ceases to serve as Trustee of a trust created under this Trust Agreement, then DARLENE M. AGELATOS shall become Trustee of such trust. If DARLENE

  
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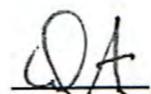
M. AGELATOS fails to qualify, dies, resigns, becomes incapacitated, or otherwise ceases to serve as Trustee of a trust created under this Trust Agreement, then the Grantors' daughter, ZOE KATHERINE AGELATOS, and the Grantors' daughter, ROXANNE NAFSIKA AGELATOS-CHRISTO, shall become Co-Trustees of such trust.

**B. Powers Over Trusteeship by Grantors.** While both Grantors are living, the Grantors may at any time or from time to time remove the Trustee of the trust created under Article II, with or without cause, and shall contemporaneously nominate a replacement Trustee or Co-Trustees if no Trustee is serving following such removal. This power shall not be exercisable if either of the Grantors is serving as Trustee, unless the Grantor serving as Trustee resigns. Furthermore, while both Grantors are living, the Grantors may prospectively designate a successor individual or corporate Trustee, or a series of successor individual or corporate Trustees or Co-Trustees, to serve in the event the then-serving Trustee of the trust created under Article II dies, resigns, becomes incapacitated, or otherwise ceases to serve, and such designation shall take precedence over any successor Trustees named by the Grantors in this Trust Agreement.

**C. Powers Over Trusteeship by Surviving Grantor.** After the death of one of the Grantors, the surviving Grantor may at any time or from time to time remove the Trustee of the trust created under Article II, with or without cause, and shall contemporaneously nominate a replacement Trustee or Co-Trustees if no Trustee is serving following such removal. Furthermore, after the death of one of the Grantors, the surviving Grantor may prospectively designate a successor individual or corporate Trustee, or a series of successor individual or corporate Trustees or Co-Trustees, to serve in the event the then-serving Trustee of the trust created under Article II dies, resigns, becomes incapacitated, or otherwise ceases to serve, and such designation shall take precedence over any successor Trustees named by the Grantors in this Trust Agreement or designated prospectively by the Grantors.

**D. Trustee Resignation or Vacancy.** Any Trustee may resign by giving notice to the Grantors while either Grantor is living, and thereafter to the beneficiary of such trust. While both of the Grantors are living, if the trusteeship of the trust created by Article II should become vacant for any reason, the power to nominate a successor shall be exercisable by the Grantors (acting jointly) for a period of 60 days; provided, however, if both Grantors fail to nominate a successor within such 60 day period, and if no successor Trustee has been nominated pursuant to the terms of any other Section of this Article, the power to nominate a successor shall be exercisable by the Grantors' daughters (acting jointly, or by the survivor acting alone) for an additional 30 days. After the death of a

  
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Grantor, if the trusteeship of any trust should become vacant for any reason, the power to nominate a successor shall be exercisable by the surviving Grantor for a period of 60 days; provided, however, if the surviving Grantor fails to nominate a successor within such 60 day period, and if no successor Trustee has been nominated pursuant to the terms of any other Section of this Article, the power to nominate a successor shall be exercisable by the Grantors' daughters (acting jointly, or by the survivor acting alone) for an additional 30 days. After the surviving Grantor's death, if the trusteeship of any trust should become vacant for any reason, the power to nominate a successor shall be exercisable by the Grantors' daughters (acting jointly, or by the survivor acting alone) for 90 days. If no successor Trustee has been nominated within 90 days of such vacancy or such notice of resignation, then a successor Trustee shall be nominated by a court of competent jurisdiction.

**E. Expenses and Compensation.** Every Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with such Trustee's duties. Every Trustee, except one of the Grantors, shall be entitled to fair and reasonable compensation for services rendered by such Trustee in an amount determined in accordance with the Florida statutory rate prevailing at such time, or if no such statutory rate exists, in an amount not exceeding the customary and prevailing charges for services of a similar character at such time.

**F. Waiver of Bond; Ancillary Trustees.** No Trustee acting hereunder shall be required to give bond or other security in any jurisdiction. If any trust created by this Trust Agreement contains property located in another state or a foreign jurisdiction, and the Trustee cannot or chooses not to serve under the laws thereof, the power to nominate an ancillary Trustee for such property (as well as any successor ancillary Trustee) shall be exercisable by the Grantors acting jointly, or the surviving Grantor acting alone, or by the Trustee if the Grantors are both not living or are both not competent to act. An ancillary Trustee nominated pursuant to this Section may be an individual or corporate Trustee.

**G. "Trustee" Defined.** Unless another meaning is clearly indicated or required by context or circumstances, the term "Trustee" shall mean and include the initial Trustee and any successor Trustee or Co-Trustees. Except as otherwise specifically provided in this Trust Agreement, if Co-Trustees are designated to serve hereunder or if Co-Trustees are already serving, and one such Co-Trustee declines to serve, fails to qualify, dies, resigns, becomes incapacitated, or otherwise ceases to serve for any reason, then the remaining Trustee or Co-Trustees, as the case may be, shall serve or continue to serve in such capacity.

  
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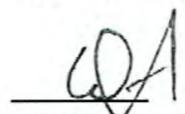
**H. Actions by Co-Trustees.** In all matters relating to each trust created under this Trust Agreement, if both the Grantors are serving as Co-Trustees (and no other Co-Trustee is serving), each such Co-Trustee shall have the authority to act alone and independently of the other Co-Trustee then serving, without the necessity of consultation with or approval of the other Co-Trustee; and in such case, any writing signed by a Co-Trustee shall be valid and effective for all purposes as if signed by both such Co-Trustees. In all matters relating to each trust created under this Trust Agreement, when a person other than one of the Grantors is serving as a Co-Trustee, all such Co-Trustees must act jointly and together.

**I. "Corporate Trustee" Defined.** The term "corporate Trustee" shall mean a bank having trust powers or a trust company either of which must have (alone or when combined with its parent organization and affiliate) assets beneficially owned by others under its management with a value in excess of \$250,000,000 (U.S.), and such term shall also mean the successor (by merger, consolidation, change of name or any other form of reorganization, or if such corporate Trustee ever transfers all of its existing business of serving as a fiduciary to any other bank or trust company or corporation) bank or trust company to any such corporate Trustee named herein or serving hereunder. If a bank or trust company is specifically named herein or was a corporate Trustee (as defined above) when it accepted its fiduciary position hereunder, it shall not cease to be considered a corporate Trustee because its assets under management presently are or later decline below the amount stated above. In any instance where a corporate Trustee is required to be nominated as a successor Trustee or Co-Trustee in connection with the removal of any Trustee or Co-Trustee, the instrument of removal shall contain the acceptance of the corporate Trustee so nominated evidenced on it. If a corporate Trustee is serving as a Co-Trustee, it shall have exclusive custody of the properties, books and records of the trust as to which it is serving, but shall make such properties, books and records available for inspection and copying by every other Trustee of such trust.

**Article VI.**  
**Revocability**

While both of the Grantors are living, the Grantors acting jointly may by acknowledged instrument alter, amend, modify, revoke or terminate this instrument on thirty days' notice to the Trustee (unless waived). No gift is intended by either spouse in executing this instrument. All property transferred to the trust initially created by this

  
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Trust Agreement shall at all times (while held in trust or upon distribution from the trust or upon revocation of this instrument) retain its character as community property or separate property under the marital property laws of Florida; provided that the Trustee may presume that all property added to the trust initially created by this Trust Agreement by a Grantor while both Grantors are alive is community property unless stipulated to the contrary in the instrument by which such transfer is made. Upon the death of the first Grantor to die, the surviving Grantor may by acknowledged instrument thereafter alter, amend, modify, revoke or terminate this instrument on thirty days' notice to the Trustee (unless waived). Notwithstanding any of the provisions in this instrument to the contrary, prior to the death of either Grantor, each Grantor shall have the power at any time to withdraw all or any part of such Grantor's separate property which is held in trust hereunder upon thirty days' notice to the other Grantor and the Trustee (unless waived), and no distribution of any separate property of a Grantor shall be made without the consent of such Grantor. Upon the death of the surviving Grantor, all of the trusts created under this Trust Agreement shall become irrevocable.

#### **Article VII.**

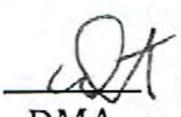
#### **Trustee Provisions**

**A. Powers.** The Trustee shall have all of the powers and authorities conferred upon trustees by statute or common law in any jurisdiction in which the Trustee may act, including all powers and authorities conferred by the Florida Trust Code, and by any future amendments thereto, except for any instance in which such powers and authorities may conflict with the express provisions of this Trust Agreement, in which case the express provisions of this Trust Agreement shall control. In addition to such powers, the Trustee is specifically authorized:

(1) To retain, in the discretion of the Trustee, any property transferred to the Trustee by the Grantors or any other person, including securities of any corporate Trustee, without regard to the duty to diversify investments under the laws governing any trust created hereunder and without liability for any depreciation or loss occasioned by such retention;

(2) To exchange, sell or lease (including leases for terms exceeding the duration of the trusts created by this Trust Agreement) for cash, property or credit, or to partition, from time to time, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such

  
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character and with such covenants as the Trustee may deem proper, all or any part of the assets of the trusts, specifically including the power to sell and convey real property and the power to execute deeds with regard to any such sale or conveyance, and no vendee or lessee of the Trustee shall be required to look to the application made by the Trustee of any funds paid to the Trustee;

(3) To borrow money from any source (including any Trustee) and to mortgage, pledge or in any other manner encumber all or any part of the assets of the trusts as may be advisable in the judgment of the Trustee for the advantageous administration of the trusts;

(4) To invest and reinvest the property of the trusts in any kind of property whatsoever, real or personal, whether or not productive of income and without regard to the proportion that such property or property of a similar character held may bear to the entire trust estate; provided, however, the Grantors may direct the Trustee as to the investments to be made by the Trustee, and the Trustee shall not be liable to any person for any losses resulting from following the written direction of the Grantors in investing the trust assets;

(5) To employ attorneys, accountants, investment managers, specialists and such other agents as the Trustee shall deem necessary or desirable; to have the authority to nominate an investment manager or managers to manage all or any part of the assets of the trusts, and to delegate to said manager investment discretion, and such nomination shall include the power to acquire and dispose of such assets; and to charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against such trusts;

(6) To register and carry any securities or other property in the name of the Trustee or in the name of the nominee of any corporate Trustee (or to hold any such property unregistered) without increasing or decreasing the fiduciary liability of the Trustee; to exercise any option, right or privilege to purchase or to convert bonds, notes, stocks (including shares or fractional shares of stock of any corporate Trustee), securities or other property, and to borrow money for the purpose of exercising any such option, right or privilege; to vote any stock which may be held in the trusts; and if two or more Trustees are serving hereunder and no such Trustee is a corporate Trustee, to open any type of account in such a manner that all activities associated with such account may be handled by one of the Co-Trustees acting alone;

  
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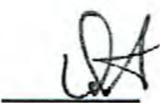
  
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(7) To enter into any transaction on behalf of the trusts (including loans to beneficiaries for adequate security and adequate interest) despite the fact that another party to any such transaction may be (i) a trust of which any Trustee under this Trust Agreement is also a trustee; (ii) an estate of which any Trustee under this Trust Agreement is also an executor, personal representative, or administrator; (iii) a business or trust controlled by any Trustee under this Trust Agreement or of which any such Trustee, or any director, officer or employee of any such corporate Trustee, is also a director, officer or employee; or (iv) the Grantors, any other beneficiary or any Trustee under this Trust Agreement acting individually;

(8) To make, in the Trustee's discretion, any distribution required or permitted to be made to any beneficiary under this Trust Agreement, in any of the following ways when such beneficiary is a minor or is incapacitated: (i) to such beneficiary directly; (ii) to the guardian or conservator of such beneficiary's person or property; (iii) by applying the required or permitted distribution for the benefit of such beneficiary; (iv) to a person or financial institution serving as custodian for such beneficiary under a uniform transfers to minors act of any state; (v) by reimbursing or advancing funds to the person who is actually taking care of such beneficiary (even though such person is not the legal guardian or conservator) for expenditures made or to be made by such person for the benefit of such beneficiary; and (vi) by managing such distribution as a separate fund on the beneficiary's behalf, subject to the beneficiary's continuing right to withdraw the distribution; and the written receipts of the persons receiving such distributions shall be full and complete acquittances to the Trustee;

(9) To access, establish, control, use, cancel, deactivate, or delete either Grantor's Digital Accounts and Digital Assets, and to access, control, use, deactivate, or dispose of either Grantor's Digital Devices. "Digital Accounts" are electronic systems for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset which is stored on any type of Digital Device, regardless of the ownership of the Digital Device upon which the Digital Asset is stored. "Digital Assets" mean data, files, text messages, emails, documents, audio, video, images, sounds, social media content, social networking content, apps, codes, health care records, health insurance records, credit card points, travel-related miles and points, computer source codes, computer programs, software, software licenses, databases, or the like, including access credential such as usernames, passwords and answers to secret questions, which are created, generated, sent, communicated, shared, received, or stored by electronic means on a Digital Device. "Digital Devices" are electronic devices that can create, generate, send, share, communicate, receive, store, display, or process information;

  
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(10) To invest the assets of the trusts in any life insurance policy or policies (including term insurance) on the life of the Grantors, or on the life of any person or persons in whom the Grantors have an insurable interest;

(11) To store personal property given to a person who is a minor or who is incapacitated for later distribution to such person, or to sell such property and add the proceeds of sale to a trust of which such person is a beneficiary;

(12) To make divisions, partitions, or distributions in money or in kind, or partly in each, whenever required or permitted to divide, partition, or distribute all or any part of the trusts; and, in making any such divisions, partitions, or distributions, the judgment of the Trustee in the selection and valuation of the assets to be so divided, partitioned, or distributed shall be binding and conclusive, and the Trustee shall not be liable for any differing tax consequences to the beneficiaries hereunder; and, further, the Trustee shall be authorized to make distributions in divided or undivided interests and on a pro rata or non-pro rata basis and to adjust distributions for resulting differences in valuation;

(13) To release, in the discretion of the Trustee, any fiduciary power at any time, in whole or in part, temporarily or permanently, whenever the Trustee may deem it advisable, by an instrument in writing executed and acknowledged by the Trustee;

(14) To invest and reinvest all or part of the assets of the trusts in any common trust fund of any corporate Trustee;

(15) To open and maintain margin accounts or similar accounts with brokerage firms, banks or others for purposes of investing the properties of each trust; to conduct, maintain and operate these accounts, directly or through designation of another as agent, for purchase, sale and exchange of stocks, bonds, commodities, options (including puts and calls, both covered and uncovered), and other securities; and in connection therewith, to borrow money, obtain guarantees and engage in all other activities necessary or incidental to conducting, maintaining and operating such accounts;

(16) To continue any business (whether a proprietorship, corporation, partnership, limited partnership or other business entity) which may be transferred to the trusts for such time as the Trustee may deem it to be in the best interest of the trusts; to employ in the conduct of any such business such capital out of the trusts as the Trustee may deem proper; to

  
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borrow money for use in any such business alone or with other persons financially interested in such business, and to secure such loan or loans by a mortgage, pledge or any other manner of encumbrance of, not only the interest of such trusts in such business, but also such portion of such trust outside of such business as the Trustee may deem proper; to organize or acquire, either alone or jointly with others, corporations, partnerships, limited partnerships, limited liability companies or other business entities; and generally to exercise with respect to the continuance, management, sale or liquidation of any business which may be transferred to the trust estate, or of any new business or business interest, all the powers which may be necessary for its successful operation;

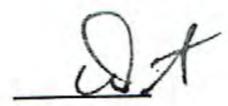
(17) To transfer such sums of the property of a Grantor to an individual serving as agent or attorney-in-fact under a valid power of attorney signed by such Grantor (or to several individuals serving jointly as agents or attorneys-in-fact under a valid power of attorney signed by such Grantor) as such agent or agents may request in order to make gifts, which are specifically authorized by such power of attorney, on behalf of such Grantor, or alternatively, to transfer such sums of the property of a Grantor directly to one or more persons or charities as directed by such Grantor's agent or attorney-in-fact under a valid power of attorney as long as such transfers are specifically authorized by such power of attorney;

(18) To select and employ, at the discretion of the Trustee but at the expense of the trusts, any person, firm or corporation, engaged in rendering investment advisory services or investment management services, to furnish professional assistance or management in connection with making investments, managing securities, or making any other decisions with respect to the purchase, retention, sale or other disposition of property or securities belonging to the trusts; and

(19) To employ a bank or trust company located anywhere within the United States, at the discretion of the Trustee but at the expense of the trusts, as custodian or agent; to have stock and securities registered in the name of such agent or custodian or a nominee thereof without designation of fiduciary capacity; and to nominate such bank or trust company to perform such other ministerial functions as the Trustee may direct. While such stock or securities are in the custody of any such bank or trust company, the Trustee shall be under no obligation to inspect or verify such stock or securities nor shall the Trustee be responsible for any loss by such bank or trust company.

**B. Property, Books of Account and Records.** All properties, books of account and records of the trust created under Article II shall be made available for inspection at all times during normal business hours by the Grantors or by any person designated by the

  
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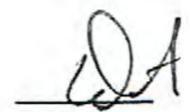
Grantors. Prior to the death of the last to die of the Grantors, the Trustee shall provide an accounting to the Grantors, or the surviving Grantor, if requested by either of them. Following the death of the last to die of the Grantors, unless the requirement to provide an accounting is waived, the Trustee shall provide an accounting to each beneficiary entitled to receive an accounting at least annually, and on termination of a trust or on change of the Trustee, in the manner required by the Florida Trust Code.

**C. Notice.** Any notice required or permitted to be given by or to a person or a Trustee acting under this Trust Agreement must be given by acknowledged instrument actually delivered to the person or Trustee to whom it is required or permitted to be given. Any notice required or permitted to be given to a minor shall be given to such minor's parent who is closest in relation to the Grantors, or if no such parent is able to receive such notice, to such minor's guardian. Any notice required or permitted to be given to an adult incapacitated person shall be given to such adult incapacitated person's guardian, conservator, or agent under a validly executed and effective power of attorney. If such notice concerns a trusteeship, it shall state its effective date and shall be given at least 30 days prior to such effective date, unless such period of notice is waived. Any action permitted to be taken by a minor shall be taken by such minor's parent who is closest in relation to the Grantors, or if no such parent is able to take such action, by such minor's guardian. Any action permitted to be taken by an adult incapacitated person shall be taken by such adult incapacitated person's guardian, conservator, or agent under a validly executed and effective power of attorney.

**D. Acts of Prior Trustees.** Each Trustee shall be relieved of any duty to examine the acts of any prior Trustee and no court accounting shall be required. Each successor Trustee shall be responsible only for those properties which are actually delivered to such Trustee. Each successor Trustee, upon executing an acknowledged acceptance of the trusteeship and upon receipt of those properties actually delivered to such successor Trustee, shall be vested with all of the estates, titles, rights, powers, duties, immunities and discretions granted to the prior Trustee.

**E. Reliance on Legal Opinion.** In acting or declining to act, each Trustee may rely upon the written opinion of a competent attorney, any facts stated in any instrument in writing and believed true, or any other evidence deemed sufficient. Each Trustee shall be saved harmless from any liability for any action taken, or for the failure to take any action, if done in good faith and without gross negligence.

  
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**F. Survivorship Provisions.** For purposes of this Trust Agreement, no person shall be deemed to have survived a Grantor if such person shall die within 30 days after such Grantor's death. Any person who is prohibited by law from inheriting property from a Grantor shall be treated as having failed to survive such Grantor.

**G. Combination of Trusts.** After the death of the last to die of the Grantors, the Trustee, in the Trustee's discretion, may combine any trust created under this Trust Agreement with any other trust or trusts if the terms of such trusts are substantially similar, if such trusts have the same primary beneficiaries, and if such trusts have the same inclusion ratio as defined in Section 2642(a) of the Code. The Trustee shall not be obligated to combine such trusts. If trusts which are combined are to terminate at different times, the combined trust shall terminate in stages, with a pro rata portion of the combined trust being distributed to the appropriate beneficiaries when each such trust terminates. If trusts which are combined are to terminate at the same time but have different contingent beneficiaries, the remaining property of the combined trust shall be divided pro rata among the contingent beneficiaries of each trust. Any such pro rata distributions shall be made in proportion to the value of each trust at the time such trusts were combined.

**H. Property Subject to Mortgage.** If at the time of the death of a Grantor any real estate is subject to a mortgage, lien, or other debt, the beneficiary taking such real estate shall take it subject to such mortgage, lien, or other debt, and such beneficiary shall not be entitled to have the obligation secured thereby paid out of the trust estate. The Trustee is specifically given the right to renew, refinance and extend, in any form that the Trustee deems best, any secured or unsecured debt or charge existing at the time of such Grantor's death. Under no circumstances shall the Trustee be required to prepay any such debt.

**I. Maximum Duration of Trusts.** Notwithstanding anything to the contrary contained in this Trust Agreement, any trust created by this Trust Agreement, unless earlier terminated according to the terms of this Trust Agreement, shall terminate within the time period specified in the Florida Uniform Statutory Rule Against Perpetuities found in Section 689.225 of the Florida Statutes. If the Trustee at any time combines and administers as one trust any trust or trusts created hereunder and any trust or trusts under any other instrument, such combined trust shall not continue beyond the earlier date on which either of such trusts would, without regard to such combination, have been required to terminate under the rule against perpetuities or other applicable law governing the maximum duration of trusts. If any trust (including a combined trust) would, but for the terms of this Section, continue beyond such date, such trust shall nevertheless at that time

  
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terminate and the remaining property of such trust shall be distributed as provided in the Article which creates such trust.

**J. Notice Pursuant to Florida Statute 736.1008. An action for breach of trust based on matters disclosed in a trust accounting or other written report of the Trustee may be subject to a 6-month statute of limitations from the receipt of the trust accounting or other written report. If you have questions, please consult your attorney.**

**Article VIII.**  
**Miscellaneous Provisions**

**A. Additions To Trust.** The Grantors, or any other person, may at any time, grant, transfer or convey, either by inter vivos transfer or by Will, to the Trustee such additional property as he or she desires to become a part of any trust hereby created and, subject to acceptance by the Trustee, such additional property shall thereafter be held, administered and distributed by the Trustee in accordance with the provisions of this Trust Agreement.

**B. Right To Reside.** The Grantors' principal residence shall be entitled to the homestead tax exemption as provided in Section 689.071(8)(h) of the Florida Land Trust Act, and in that regard, notwithstanding any other provision of this Trust Agreement, the Trustee shall have the power and authority to protect, to conserve, to sell, to lease, to encumber, or otherwise to manage and dispose of the Grantors' principal residence. Furthermore, the Grantors shall have the right to reside on any real property owned by the trust created under Article II during the Grantors' lifetimes and until the death of the last to die of both Grantors. It is the intent of this provision to preserve in the Grantors 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 the Grantors' 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 Grantors will be entitled to claim any available homestead tax exemption for any real property in the trust created hereunder, and for purposes of that exemption, the Grantors' interest in such property will be deemed an interest in real property and not an interest in personalty. The provisions contained in this Section shall not restrict the Trustee in any way from selling, leasing, or encumbering such property without the Grantors' joinder in any deed or other instrument.

  
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C. **Arbitration of Disputes.** If a dispute arises between or among any of the beneficiaries hereunder and the Trustee, or any combination thereof, such dispute shall be resolved by submitting the dispute to binding arbitration. Such arbitration shall be administered by the American Arbitration Association pursuant to its rules and procedures. The arbitration will be heard by three arbitrators. Such arbitration shall be held in the county chosen by the Trustee. One arbitrator shall be selected by each party within 15 days of the commencement of the arbitration proceeding, and the third arbitrator shall be chosen by the two selected arbitrators within 15 days of their appointment (except that if a third arbitrator cannot be agreed upon by the two selected arbitrators, the American Arbitration Association shall select the third arbitrator). Each arbitrator selected shall be (i) a person who formerly served as the judge of a court with jurisdiction over probate matters, (ii) an attorney with at least ten years of estate planning and probate experience in a private law practice, or (iii) an attorney with at least ten years of litigation experience involving estate planning and probate matters. The judgment or award rendered in any such arbitration shall be final and binding among the parties, absent fraud or gross error, and may be entered in any court having jurisdiction. Unless required by law, no party to the arbitration may disclose the existence, contents or results of the arbitration proceeding without the prior written consent of all other parties involved in the arbitration. It is the Grantors' desire that all disputes between such parties be resolved amicably and without the necessity of litigation.

D. **Descendants.** References to "descendant" or "descendants" mean lineal blood descendants of the first, second or any other degree of the ancestor designated; provided, however, that such references shall include, with respect to any provision of this Trust Agreement, descendants who have been conceived at any specific point in time relevant to such provision and who thereafter survive birth; and provided, further, an adopted child and such adopted child's lineal descendants by blood or adoption shall be considered under this Trust Agreement as lineal blood descendants of the adopting parent or parents and of anyone who is by blood or adoption a lineal ancestor of the adopting parent or of either of the adopting parents.

E. **Discretion.** Whenever in this Trust Agreement an action is authorized in the discretion of the Trustee, the term "discretion" shall mean the absolute and uncontrolled discretion of the Trustee.

  
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**F. Spendthrift Provisions.** After the death of the last to die of the Grantors, each trust created by this Trust Agreement shall be a spendthrift trust to the fullest extent allowed by law. Prior to the actual receipt of trust property by any beneficiary, no property (income or principal) distributable under any trust created by this Trust Agreement shall, voluntarily or involuntarily, be subject to anticipation or assignment by any beneficiary, to the claims of a spouse for support or maintenance, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be void.

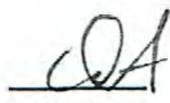
**G. Incapacitated.** A beneficiary (other than one of the Grantors) shall be deemed "incapacitated" if the Trustee, in the Trustee's discretion, determines that such beneficiary lacks the ability, due to a physical or mental condition, to manage his or her own personal and financial affairs. A Grantor or a Trustee shall be deemed "incapacitated" if and for as long as (i) a court of competent jurisdiction has made a finding to that effect, (ii) a guardian or conservator of such Grantor's or such Trustee's person or property has been appointed by a court of competent jurisdiction and is serving as such, or (iii) three physicians (licensed to practice medicine in the state where the Grantor or Trustee is domiciled at the time of the certification, and one of whom shall be board certified in the specialty most closely associated with the cause of the Grantor's or Trustee's incapacity) certify that due to a physical or mental condition such Grantor or Trustee lacks the ability to manage his or her own personal and financial affairs. A Trustee shall immediately cease to serve upon being deemed incapacitated. A Grantor shall be deemed to have regained capacity if there is a finding to that effect by a court of competent jurisdiction or if two physicians (with the same qualifications described above) certify that such Grantor is capable of managing such Grantor's personal and financial affairs.

**H. Internal Revenue Code.** References to various Sections of the "Code" are to such designated Sections of the Internal Revenue Code of 1986, as amended.

**I. Heirs.** References to "heirs" are to those persons who would inherit separate personal property from the person designated under the statutes of descent and distribution of the State of Florida, if such person died intestate and single at such time.

**J. Governing Law.** The construction, validity and administration of each trust created under this Trust Agreement shall be controlled by the laws of the State of Florida. After the death of the last to die of the Grantors, the Trustee may designate the laws of another jurisdiction as the controlling law with respect to the construction, validity and

  
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administration of a particular trust if either (i) the Trustee resides in, or administers that trust in, such designated jurisdiction (or in the case of a corporate Trustee, if such corporate Trustee is chartered in such designated jurisdiction), or (ii) the primary beneficiary of such trust resides in such designated jurisdiction, in which case the laws of such designated jurisdiction shall apply to such trust as of the date specified in such designation. Any such designation shall be in writing and shall be delivered to each beneficiary of the affected trust.

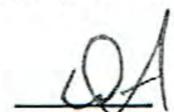
**K. Per Stirpes.** When a distribution is to be made to a person's descendants "per stirpes," property shall be divided into as many equal shares as there are (i) living children of such person, if any, and (ii) deceased children who left descendants who are then living. Each living child shall receive one share, and the share that would have passed to each deceased child shall be divided in a similar manner (by reapplying the preceding rule) among his or her then living descendants. For example, if a person has deceased children and living children when a distribution is to be made, the assets will be divided into equal shares at the child level and distributed per stirpes below that level; however, if the person has no living children at that time, that equal division will still be made at the child level and distributed per stirpes below that level. This definition is intended to override any conflicting or contrary common law definition. In the case of a distribution which is to be made "per stirpes" in the event of the death of one of the Grantors, references in this Section to "then living" or to "living" shall mean persons who survive the Grantors.

**L. Notice of Trustee Duties.** The Trustee hereunder may have duties and responsibilities in addition to those described in this Trust Agreement. By signing this Trust Agreement, the Trustee acknowledges that the Trustee will obtain legal advice if necessary to answer questions relating to matters involving this Trust Agreement.

**Article IX.**  
**No Contest Clause**

If any beneficiary of a trust created hereunder in any manner, directly or indirectly, contests the validity of this Trust Agreement or any of its provisions, or institutes or joins in, except as a party defendant, any proceeding to contest the validity of this Trust Agreement or to prevent any provision hereof from being carried out in accordance with the terms hereof, then all benefits provided for such beneficiary and such contesting beneficiary's descendants are revoked and shall pass as if that contesting beneficiary and

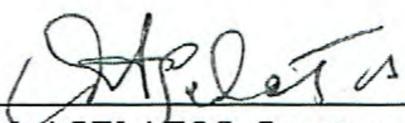
  
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such contesting beneficiary's descendants had failed to survive the Grantors. Each benefit conferred herein is made on the condition precedent that the beneficiary receiving such benefit shall accept and agree to all of the provisions of this Trust Agreement or any trust created hereunder, and the provisions of this Article are an essential part of each and every benefit. The Trustee shall be reimbursed for the reasonable costs and expenses, including attorneys' fees, incurred in connection with the defense of any such contest.

IN WITNESS WHEREOF, the Grantors and the Trustee have hereunto set their hands as of the date first above written.

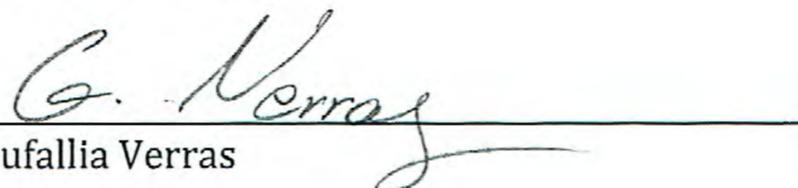
  
SOTIRIOS AGELATOS, Grantor

  
DARLENE M. AGELATOS, Grantor

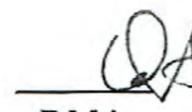
  
SOTIRIOS AGELATOS, Trustee

We, the undersigned witnesses, certify that the foregoing instrument was signed by the grantors in our presence as of the date first above written, and declared by them to be their revocable trust, and such instrument was signed by the Trustee in our presence as of the date first above written, and we, the undersigned witnesses, sign our names hereunto as witnesses at the request and in the presence of the Grantors and the Trustee, and in the presence of each other, on May 15, 2019.

  
Spiro J. Verras

  
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