

**CERTIFICATION OF TRUST
OF THE EDITH B. WATERMAN TRUST
DATED OCTOBER 27, 2009**

EDITH B. WATERMAN, as Trustee of The Edith B. Waterman Trust dated October 27, 2009 (the "Trust"), certifies pursuant to FLORIDA STATUTES §736.1017 as follows:

1. **CREATION OF TRUST.** The Trust is currently in existence and was created on October 27, 2009, by Edith B. Waterman, as Settlor, under the instrument referred to above.
2. **NAME OF TRUST.** The name of the Trust is The Edith B. Waterman Declaration of Trust dated October 27, 2009.
3. **TRUSTEES AND SUCCESSOR TRUSTEE.** The currently acting Trustee of the Trust is EDITH B. WATERMAN.
4. **TRUST PROPERTY.** The Trustee is now holding as Trustee of the Trust one or more items of property, which constitute the Trust property.
5. **REVOCABILITY, ALTERATION AND AMENDMENT OF TRUST.** During the Settlor's life, the Trust is fully revocable. Edith B. Waterman holds the power to revoke, alter or amend the Trust.
6. **POWERS OF TRUSTEE.** The Trustee has the powers for managing the Trust and the Trust property, including those powers set forth in the attached Exhibit A. The powers of the Trustee includes the power to sell, convey, and exchange and the power to borrow money and encumber the Trust estate with a deed of trust or mortgage.
7. **TAXPAYER IDENTIFICATION NUMBER.** The Settlor's Social Security Number should be used as the Taxpayer Identification Number with respect to the Trust's assets and liabilities.
8. **NO REVOCATIONS, MODIFICATIONS, OR AMENDMENTS.** The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.
9. **RELIANCE.** Pursuant to FLORIDA STATUTES §736.1017(6), a person who acts in reliance upon this Certification of Trust, without knowledge that the representations contained herein are incorrect, shall not be liable to any person for so acting and may assume without inquiry the existence of the facts contained in this Certification of Trust.
10. **ACCURACY.** This Certification of Trust is a true and accurate statement of the matters referred to herein.

SCHEDULE A

POWERS OF THE TRUSTEE

(a) Retention of Property. To hold and retain any property in the form in which it may be at the time of the receipt by the Trustee, including cash, securities or other interests in any corporate Trustee or affiliate thereof, as long as the Trustee shall deem advisable, without responsibility for diversification and without any liability for any loss of principal or income by reason of such retention.

(b) Investment of Trust. To invest and reinvest in any property of any kind whatsoever and wheresoever situated, including real property, stocks (including stock of any corporate Trustee or an affiliate thereof), limited or general partnership interests, limited liability companies, secured or unsecured bonds or other obligations, shares of investment trusts, common trust or mutual funds (including securities issued or funds managed by any corporate Trustee or an affiliate thereof) and insurance and annuity policies. Unless otherwise specifically stated in this Agreement, the Trustee generally shall have the same powers of investment that an individual would possess with respect to his or her own funds.

(c) "Prudent Investor" Rule Waived. In addition to the investment powers conferred herein, to acquire and retain investments not regarded as traditional for trusts, including investments that would be forbidden or would be regarded as imprudent, improper or unlawful by the "prudent person" rule, "prudent investor" rule or any other rule or law that restricts a fiduciary's capacity to invest. I waive the application of any such rule because I believe it is in the best interests of the beneficiaries of every trust hereunder to give the Trustee broad discretion in managing the assets of any trust created hereunder. In making investments, the Trustee may disregard any and all of the following factors:

(1) Whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal.

(2) Whether the acquisition or retention of a particular investment or the trust investments collectively are consistent with any duty of impartiality as to the different beneficiaries. I intend that no such duty shall exist.

(3) Whether the trust is diversified. I intend that no duty to diversify shall exist.

(4) Whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts. The entire

trust may be so invested. I intend the Trustee to have sole and absolute discretion in determining acceptable risk and proper investment strategy.

(d) Management of Trust. To insure, maintain, improve, sell, exchange, lease, or otherwise dispose of any real or personal property upon such terms and prices as the Trustee determines; to grant options and execute option agreements for the sale or lease of property, without obligation to repudiate the same in favor of better offers; to mortgage, exchange, maintain, restrict, subdivide, develop, dedicate, partition, alter or abandon any real property; to lease or rent the same for any term whatsoever; to grant easements concerning and to otherwise encumber real estate; to modify, renew, satisfy or foreclose mortgages or other obligations in whole or in part, and to waive any defaults in the performance of the terms thereof; to prosecute and defend all claims hereunder, abstain from enforcing any claim, and make any reasonable compromise of a claim; and to execute and deliver any and all instruments in connection with these powers, upon such terms and conditions as the Trustee may determine.

(e) Exercise Rights of Owners of Corporate Securities. In respect of any stocks, bonds or securities, to hold such property in the name of a nominee, in street name, or by other title-holding device; to vote such securities and to grant proxies to vote; to approve or object to any action or nonaction of any corporation or of the board of directors of any corporation including any plan of merger, consolidation, reorganization, foreclosure, liquidation, dissolution or voting trust and to deposit securities thereunder; to exercise options to purchase stock or other property; to participate in a public or private sale of securities issued by any corporation and to do all acts necessary to consummate such sale, whether or not any of my fiduciaries is a controlling shareholder as defined in the securities laws of the United States or any state thereof; and generally to exercise all the rights of securities holders of any corporation.

(f) Business of Settlor. To acquire and carry on an interest in any business in which I have or had an interest, for such period of time and on such terms as the Trustee shall deem advisable, or to sell, liquidate or abandon the same. A portion or all of the property held hereunder may consist of interests in closely held companies, including corporations, limited liability companies and partnerships (a "Company"). The Trustee shall have broad powers to hold, invest in, and deal with any such Company, which without limiting the powers otherwise granted herein or conferred by law, include the following powers:

(1) To acquire interests (including minority interests) in a Company either for cash or with borrowed funds and to retain all or part of any investment in a Company without regard to the general fiduciary principle of investment diversification, for such period of time as the Trustee may deem advisable even though the Company may be subject to wide fluctuations of earnings. The Trustee may exercise the broadest judgment as to retaining or disposing of any such investment even though the Company may be operated temporarily at a loss.

(2) To delegate to others all delegable discretionary powers with respect to the management and affairs of a Company, including the power to vote stock and the power to determine all policy questions.

(3) To execute joint venture, partnership, shareholders' and members' agreements.

(4) To elect as an officer of or employ for a Company any person, including any individual Trustee hereunder, or any director, officer or agent of any corporate Trustee hereunder, and to compensate any such person.

(5) To rely on the reports (whether or not certified) of certified public accountants as to the operation and financial condition of a Company without independent investigation.

(6) To invest additional capital in, to subscribe to or buy additional stock or securities of a Company, to make loans to a Company upon such security as may be deemed sufficient and to secure a loan to a Company by a pledge of the interest therein, as well as other property held hereunder.

(g) Form Organizations. To form or cause to be formed, alone or with others, corporations, partnerships, limited partnerships, limited liability companies, business trusts and other business organizations under the laws of any state or country, and to transfer and convey to such business organizations all or any part of the assets of any trust hereunder in exchange for stocks, bonds, notes or other interests therein.

(h) Authorization to Lend and Borrow Money. To extend credit and make any secured or unsecured loans to any persons or organizations (including any trusts I established during my lifetime or upon my death), in any amounts and on any terms; to borrow money (including from any corporate Trustee or an affiliate thereof); to execute promissory notes or other obligations for amounts so borrowed; and to secure the payment of any such obligation by mortgage or pledge of any trust assets.

(i) Margin Trading. To purchase securities or other assets on margin; to buy, sell, or otherwise deal in calls (covered or uncovered), puts or other options.

(j) Cash Accounts. To retain reasonable amounts of cash uninvested in any bank or trust company, including any corporate Trustee or an affiliate thereof, for any reasonable periods of time.

(k) Insurance Policies. To apply for, purchase and maintain policies of insurance on the life of any individual in whom the trust has an insurable interest pursuant to applicable law, to pay premiums thereon, to enter into any split dollar

arrangements with respect to any policy, to sell or surrender policies on such terms and conditions as the Trustee deems appropriate, and to perform any acts necessary to collect the proceeds of any insurance policy that are payable to the Trustee. With respect to any life insurance policy that the Trustee owns, the Trustee shall have exclusive power to exercise all of the incidents of ownership therein. The Trustee shall not, however, be responsible for the partial or complete lapse of any such policy because trust assets are insufficient to satisfy policy premiums or other charges. The Trustee also need not review any insurance policy held hereunder, initiate any change in any insurance coverage, or withdraw funds from any such policy, even if the Trustee knows facts that otherwise would make such review or changes advisable. I intend to relieve the Trustee of all liability with respect to any policy of insurance held hereunder. With respect to any insurance policy that the Trustee does not own, the Trustee need only safeguard any policies delivered to the Trustee, collect any proceeds thereof and fulfill such further obligations as the Trustee and the owner may agree.

(l) Oil, Gas, or Mineral Interests. To enter into a lease or arrangement for exploration and removal of gas, oil, other minerals, or other natural resources and to enter into oil leases or pooling or unitization agreements for a term within or extending beyond the term of the administration of any trust hereunder.

(m) Environmental Concerns. To inspect property for the purpose of determining compliance with any federal, state or local law, rule, regulation or ordinance affecting such property that relates to protection of the environment or health (an "Environmental Law") and to take any action necessary to address a change in, or to prevent, abate or remedy any actual or threatened violation of an Environmental Law. The Trustee may refuse to accept property if the Trustee determines that any such property (i) may have been contaminated by any substance defined as hazardous or toxic or otherwise regulated by an Environmental Law or (ii) may have been used for any activity involving any such substance. The Trustee may disclaim any power granted by any document, statute or rule of law that may cause the Trustee to incur personal liability under any Environmental Law. The Trustee may charge the cost of any inspection, abatement or remedial action against the income or principal of the trust, and the Trustee shall not be personally liable for any decrease in the value of the trust caused by the Trustee's compliance with any Environmental Law.

(n) Personal Use Property. To acquire and hold for the use of any beneficiary tangible personal property and/or residential real property, to pay the expenses of maintaining such property, and to allow any beneficiary (and his or her guardian, if any) to use such property upon such terms as the Trustee deems appropriate, including rent free use, but only to the extent such use is consistent with such beneficiary's interest in such trust, free from liability for ordinary wear and tear or for damage caused by accident or natural disaster.

(o) Allocation of Receipts and Expenditures. To determine whether any receipt or expenditure, the nature of which is not completely clear under the

applicable law and the general principles of the law of trusts, shall be credited or charged to principal or income or partly each, and to determine whether to establish reasonable reserves for amortization, depreciation and depletion. Notwithstanding the foregoing, the Trustee may charge expenses to income from property for which an estate tax marital or charitable deduction is claimed only to the extent that the payment of those expenses from income will not reduce or eliminate the deduction.

(p) Right to Divide Trusts. To divide any trust hereunder into separate trusts including in a Qualified Severance and to allocate property among such separate trusts pro rata or non-pro rata, all as the Trustee shall determine is beneficial to minimize taxes, simplify the administration of the trust, or for any other purpose.

(q) Right to Merge Trusts. To merge any trust created hereunder (other than a Marital Trust) with any other trust that has substantially similar terms and the same beneficiary or beneficiaries, provided that if the ultimate remainder provisions are not identical, the Trustee of the resulting merged trust shall keep a record of the initial proportions of the trusts so merged, so that if such ultimate remainders become operative, the remaining principal of the resulting merged trust shall pass proportionately according to the original governing provisions of the trusts so merged. If the duration of two trusts is measured or limited by a provision referring to the death of the survivor of a group of individuals, such provisions shall be considered substantially similar even if the groups include different individuals, as long as all members of one group are included in the other. If such trusts are combined, the duration of the combined trust shall be measured or limited by the group that has fewer members.

(r) Right to Combine Trusts for Investment. To combine the assets of any separate trusts under this Agreement (other than a Marital Trust) into one or more administrative investment units for convenience of administration and investment.

(s) Subchapter S Stock. During any period when the principal of a trust shall include stock of an "S Corporation" (as defined in section 1361 of the Code), the Trustee may divide the property of any trust hereunder into separate trusts so that one or more such trusts shall qualify as an S Corporation shareholder, and an Independent Trustee may amend this Agreement for the purpose of allowing such trusts to so qualify.

(t) Ancillary Trustees. To act in any jurisdiction where permitted by law to do so, to designate one or more individuals or institutions to be ancillary Trustees in any jurisdiction where ancillary administration is necessary, to negotiate and determine the compensation to be paid to any ancillary Trustee whether or not such compensation would otherwise be authorized by law and to remove and replace any ancillary fiduciary appointed hereunder. I hereby appoint any ancillary Trustees so designated, and direct that they need not post bond or

enter security in such jurisdictions. With respect to any property subject to ancillary administration, I hereby grant to the ancillary Trustees all of the powers, authorities and discretion granted herein to the named Trustee, but any action requiring the investment of additional funds or the assumption of additional obligations shall require the written consent of my domiciliary Trustee.

(u) Location of Assets. To keep any property at any place in the United States or abroad.

(v) Retention of Professional Services. To employ and compensate investment and legal counsel, accountants, brokers and other specialists, and, whenever there shall be no corporate fiduciary in office, a corporate custodian, and to delegate to such persons (including an account executive at a securities firm) discretion with respect to the investment or sale of any assets held hereunder.

(w) Delegation of Powers. To delegate any duties or powers, discretionary or otherwise, to a co-Trustee or any other person or institution for such periods and upon such terms and conditions as may be designated in an acknowledged, written instrument delivered to such co-Trustee, other person or institution; and if such duties or powers are delegated to a co-Trustee, the fiduciary so delegating any duties or powers hereunder shall have no further responsibility with respect to the exercise of such duties or powers so long as such delegation shall remain in effect; and any such delegation shall be revocable by a similar instrument so delivered at any time provided, however, that no duties or powers exercisable solely by an Independent Trustee or a Special Trustee may be delegated to any individual who is prohibited herein from participating in the exercise of such duties or powers.

(x) Distributions in Cash or Kind. To effect any payment, division or distribution of principal or income in kind or in money, and to assign different properties or kinds of property to and among the beneficiaries receiving such payments or distributions pro rata or non-pro rata, without regard to the income tax basis of any property, provided that any assets distributed to satisfy a pecuniary gift shall be valued as of the date of distribution.

(y) Tax Elections. To make tax elections and allocations in any manner directed by my Will or this Agreement or, in the absence of any direction, in any manner that appears advisable, provided that only an Independent Trustee may make tax elections and allocations that affect beneficial enjoyment (except such elections and allocations that are made in accordance with the directions made by me in my Will or in this Agreement) and an Independent Trustee shall have discretion to make tax elections and allocations in a manner different from my directions and to determine whether any adjustments between one or more beneficial shares or between income and principal shall be made by reason of any such election or allocation. Absent bad faith, no Trustee shall be liable to any beneficiary for any result of such election, allocation or determination. In

allocating any basis adjustments available under section 1022 of the Code, my Trustee shall have no duty to favor the beneficiaries under this Agreement or of my probate estate over other persons receiving property eligible for such basis adjustments.

(z) Compromises. To make all reasonable compromises and submit any claim to arbitration.

(aa) In General. To do any and all other acts that the Trustee shall deem proper to effectuate the powers specifically conferred upon the Trustee by this Agreement.