

AMENDMENT AND RESTATEMENT dated DECEMBER 18, 2008 of

THE GAIL S. POSNER 2008 REVOCABLE TRUST

dated JULY 22, 2008

WHEREAS, on July 22, 2008, GAIL S. POSNER, as Settlor (hereinafter sometimes the "Settlor"), and GAIL S. POSNER and SANFORD J. SCHLESINGER, as Trustees, entered into an Agreement of Trust (the "Trust").

WHEREAS, in accordance with the provisions of Paragraph "A" of Article "FOURTEENTH" of the Trust, the Settlor reserved the right at any time and from time to time during her life, by delivery of a written notice to the Trustees, signed and acknowledged by her in the manner required under the laws of the State of Florida for the recording of a deed of real property, to terminate, alter, amend or modify the Trust, in whole or in part.

WHEREAS, the Settlor now desires to amend the Trust and restate it in its entirety.

WHEREAS, the Trustees are willing to continue to act as Trustees upon the terms and conditions hereinafter set forth, and by signing this Amendment and Restatement of the Trust as Trustees, acknowledge delivery of the required notice under the provisions of Paragraph "A" of Article "FOURTEENTH" of the Trust.

NOW, THEREFORE, pursuant to the provisions of Paragraph "A" of Article "FOURTEENTH" of the Trust, the Settlor hereby amends and restates the Trust to read in its entirety as follows:

FIRST

The Trustees shall retain the property in their hands, IN TRUST, during the life of the Settlor or until the earlier termination of the Trust, for the following purposes:

A. To pay the income to the Settlor at least quarter-annually.

B. To pay such sums from or any part or all of the principal of the Trust as the Trustees, in their discretion, from time to time determine to, for, or on behalf of the Settlor for any reason whatsoever.

C. To pay to the Settlor or others such sums from, or any part, or all of the principal of the Trust as the Settlor may from time to time direct in writing.

D. 1. Any provision hereof to the contrary notwithstanding, in the event that the Settlor is determined to be incompetent or otherwise unable to act rationally or prudently in her own best interests, as determined pursuant to Article "ELEVENTH" hereof, the Settlor shall cease to act as a Trustee during such period of incompetency and the provisions of Paragraphs "A", "B" and "C" of this Article "FIRST" shall be inoperative during any period of the Settlor's incompetency as so determined and the remaining Trustees then acting may, at any time

and/or from time to time, pay over or apply so much of the net income and/or principal of the Trust to or for the use and benefit of the Settlor, as the Trustees, in their sole and absolute discretion, without regard to any and all other property, funds or resources (income or principal) which may be available to or for the use and benefit of the Settlor, may deem necessary or advisable for any reason.

2. At all times during the term of this Trust when the Settlor shall be acting as a Trustee, all actions, whether ministerial or otherwise, may be accomplished solely by the Settlor as such Trustee. Thus, for example, all bank account, securities account and all other transactions, including the collection of income, making of investments and the selling or exchanging of any of the property, or interests therein, comprising the Trust, may be accomplished solely upon the signature or other action of the Settlor as such Trustee.

E. The Settlor shall continue to have the right to possess, use and occupy any real property or cooperative apartment held by the Trust as the Settlor's homestead; and no provision of the Trust shall be construed to convert this right into intangible personal property. The Trustees shall have the power and authority to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the Settlor's homestead or any rights or interests in the Settlor's homestead on behalf of the Trust and the Settlor individually; and this power

shall not be affected in the event that the Settlor becomes incapacitated.

SECOND

Upon the death of the Settlor, the following provisions shall apply:

A. 1. If the Settlor's son, BRETT CARR, shall survive the Settlor, the Trustees shall retain the sum of ONE MILLION (\$1,000,000) DOLLARS in a further separate trust, for the benefit of the Settlor's said son, to hold, manage, invest and reinvest the principal hereof and to collect the rents, income, interest and dividends therefrom and after deducting any and all lawful and proper charges, commissions and expenses, to dispose of the net income and principal thereof as follows:

a. Subject to the provisions set forth in Paragraph "A.1.c" of this Article, during the lifetime of the Settlor's son, BRETT CARR, the Trustees shall pay to or apply for the use and benefit of the Settlor's said son, at any time and/or from time to time, so much of the net income thereof as the Trustees, in their sole and absolute discretion, without regard to any and all other property, funds and resources (income or principal) which may be available to or for the use and benefit of the Settlor's said son, may deem necessary or proper for his education, health, maintenance or support and shall accumulate any balance of said net income and add the same to the principal of this Trust at the end of each trust year.

b. Subject to the provisions set forth in Paragraph "A.1.c" of this Article, during the lifetime of the Settlor's son, BRETT CARR, the Trustees, in addition to income, may pay over to the Settlor's said son, or apply for his use and benefit, so much of the principal of this Trust as the Trustees, in their sole and absolute discretion, after due regard to any and all other property, funds and resources (both income and principal) which may be available to or for the use and benefit of the Settlor's said son may deem necessary or proper for his education, health, maintenance or support.

c. Notwithstanding anything contained in this Agreement to the contrary, in order to protect the privacy of the Settlor and of her family, and to avoid adverse or unwanted publicity, except as is necessary to prosecute or defend any action in which the Settlor's son, BRETT CARR, is seeking to uphold the terms of this Agreement, or to respond to any court order: if the Settlor's son, BRETT CARR, shall directly or indirectly publish, or cause to be published, any diary, memoir, letter, story, photograph, interview, article, essay, account, or description or depiction of any kind whatsoever, whether fictionalized or not, concerning the Settlor and/or members of the Settlor's family, or shall assist or provide information to others in connection with the publication or dissemination of any such material or excerpts thereof, this Trust shall thereupon terminate and the Trustees shall dispose of the then principal of this

Trust, together with any accrued, accumulated or undistributed net income thereof, in accordance with the provisions of Article "FOURTH" of this Agreement, applied as if the property disposed of under this Paragraph "A.1.c" of this Article "SECOND" constituted the Trust Balance; provided, however, that if the Settlor's son, BRETT CARR, is falsely or wrongly quoted, the provisions of this Paragraph "A.1.c" of this Article "SECOND" shall be inapplicable. The Settlor directs that for all purposes of this Agreement, the terms "publish" and "publication" shall be deemed to include the presentation or reproduction of written, verbal or visual material in any communication medium, including without limitation, books, magazines, newspapers, records, tapes (audio and video), disks (audio, video and computer), theatrical productions of any kind, movies, television or radio, in any language and in any jurisdiction. The Settlor directs that all determinations by the Trustees under this Paragraph "A.1.c" of this Article shall be made by the Trustees in their sole and absolute judgement and discretion and shall be binding on all persons interested hereunder.

d. Unless this Trust shall have terminated earlier in accordance with the prior provisions of this Article, this Trust shall terminate upon the death of the Settlor's son, BRETT CARR, and the Trustees shall divide the then principal of this Trust, together with any accrued, accumulated and undistributed income thereof, into so many equal shares that there

shall be one (1) equal share for each lawful child of the Settlor's son, BRETT CARR, who shall then be surviving, and one (1) equal share (to be divided into sub-shares, per stirpes) for the lawful issue (collectively) of each lawful child of the Settlor's son, BRETT CARR, who shall not then be surviving, but who shall have died leaving lawful issue so surviving, and the Settlor directs that such shares and sub-shares be disposed of in accordance with the provisions of Paragraph "B" of this Article; provided, however, that if none of the lawful children and more remote lawful issue of the Settlor's son, BRETT CARR, shall then be surviving, the Trustees shall dispose of such property in accordance with the provisions of Article "FOURTH" of this Agreement, applied as if the property disposed of under this Paragraph "A.1.d" of this Article "SECOND" constituted the Trust Balance.

2. If the Settlor's son, BRETT CARR, shall not survive the Settlor, but if any of the lawful issue of the Settlor's son, BRETT CARR, shall survive the Settlor, the Trustees shall divide the sum of ONE MILLION (\$1,000,000) DOLLARS into so many equal shares that there shall be one (1) equal share for each lawful child of the Settlor's son, BRETT CARR, who shall survive the Settlor, and one (1) equal share (to be divided into sub-shares, per stirpes) for the lawful issue (collectively) of each lawful child of the Settlor's son, BRETT CARR, who shall not survive the Settlor, but who shall have died leaving lawful issue

so surviving, and the Settlor directs that such shares and sub-shares be disposed of in accordance with the provisions of Paragraph "B" of this Article.

B. Subject to the provisions of Paragraph "B.5" of this Article, the Settlor directs that any share or sub-share directed to be disposed of in accordance with the provisions of this Paragraph "B" of this Article (or directed to be administered in continued trust under this Paragraph "B" of this Article) shall be retained by the Trustees, to hold such share or sub-share in a separate trust or a further separate trust, as the case may be, for the benefit of each beneficiary for whom such share or sub-share was so set apart, and the Trustees shall dispose of the net income and principal thereof as follows:

1. Subject to the provisions set forth in Paragraph "B.3" of this Article, during the lifetime of the beneficiary, the Trustees shall pay to or apply for the use and benefit of the beneficiary, at any time and/or from time to time, so much of the net income thereof as the Trustees, in their sole and absolute discretion, without regard to any and all other property, funds and resources (income or principal) which may be available to or for the use and benefit of such beneficiary, may deem necessary or proper for his or her education, health, maintenance or support and shall accumulate any balance of said net income and add the same to the principal of such trust at the end of each trust year for such trust.

2. Subject to the provisions set forth in Paragraph "B.3" of this Article, during the lifetime of the beneficiary, the Trustees, in addition to income, may pay over to the beneficiary, or apply for his or her use and benefit, so much of the principal of his or her trust as the Trustees, in their sole and absolute discretion, after due regard to any and all other property, funds and resources (both income and principal) which may be available to or for the use and benefit of the beneficiary may deem necessary or proper for his or her education, health, maintenance or support.

3. Notwithstanding anything contained in this Agreement to the contrary, in order to protect the privacy of the Settlor and of her family, and to avoid adverse or unwanted publicity, except as is necessary to prosecute or defend any action in which the beneficiary is seeking to uphold the terms of this Agreement, or to respond to any court order: if the beneficiary shall directly or indirectly publish, or cause to be published, any diary, memoir, letter, story, photograph, interview, article, essay, account, or description or depiction of any kind whatsoever, whether fictionalized or not, concerning the Settlor and/or members of the Settlor's family, or shall assist or provide information to others in connection with the publication or dissemination of any such material or excerpts thereof, the trust for such beneficiary shall thereupon terminate and the Trustees shall dispose of the then principal of such trust,

together with any accrued, accumulated or undistributed net income thereof, in accordance with the provisions of Paragraph "A.2" of this Article "SECOND" of this Agreement, applied as if the Settlor had then died without either such beneficiary or any of such beneficiary's issue having survived her, and as if the property disposed of under this Paragraph "B.3" of this Article "SECOND" constituted the entire sum to be disposed of under Paragraph "A.2" of this Article "SECOND"; provided, however, that if none of the Settlor's lawful issue, other than such beneficiary or such beneficiary's issue, shall then be surviving, such property shall instead be disposed of in accordance with the provisions of Article "FOURTH" of this Agreement, applied as if the property disposed of under this Paragraph "B.3" of this Article "SECOND" constituted the Trust Balance; and provided, further, that if the beneficiary is falsely or wrongly quoted, the provisions of this Paragraph "B.3" of this Article "SECOND" shall be inapplicable. The Settlor directs that all determinations by the Trustees under this Paragraph "B.3" of this Article "SECOND" shall be made by the Trustees in their sole and absolute judgement and discretion and shall be binding on all persons interested hereunder.

4. Unless the trust shall have terminated earlier in accordance with the prior provisions of this Article, each trust created hereunder shall terminate upon the death of the beneficiary, at which time, the Trustees shall administer any principal held for the benefit of such beneficiary, together with

any accrued, accumulated or undistributed net income thereof, in continued trust under this Paragraph "B" of this Article "SECOND", for the benefit of the beneficiary's lawful issue then surviving, in shares and sub-shares, per stirpes, or in default of such issue, the Trustees shall administer such property in continued trust under this Paragraph "B" of this Article "SECOND" for the benefit of the lawful issue then surviving of the direct lineal ancestor of the beneficiary in the nearest degree of consanguinity who was a lawful issue of the Settlor's son, BRETT CARR, and who has lawful issue then surviving, in shares and sub-shares, per stirpes, or in default of such issue, the Trustees shall administer such property in continued trust under this Paragraph "B" of this Article "SECOND" for the benefit of the lawful issue of the Settlor's son, BRETT CARR, then surviving, in shares and sub-shares, per stirpes, or in default of such issue, the Trustees shall dispose of such property in accordance with the provisions of Article "FOURTH" of this Agreement, applied as if the property disposed of under this Paragraph "B.4" of this Article "SECOND" constituted the Trust Balance.

5. Any provisions hereof to the contrary notwithstanding, the trusts established under this Paragraph "B" of this Article "SECOND" shall terminate not later than three hundred and sixty (360) years after the death of the Settlor, and upon such termination, the income and principal thereof shall be

paid over and distributed to the then income beneficiary of each such trust.

THIRD

A. If the Settlor has any dogs at the time of her death, the following provisions shall apply:

1. The Trustees shall retain the property located at 1525 West 24th Street, Sunset Island #3, Miami Beach, Florida, or any successor thereto, including, but not limited to, any cooperative apartment, condominium apartment or other real property which shall have been purchased in its place and stead if such property has been sold prior to the Settlor's death (hereinafter collectively called the "Residence"), together with a sum which they shall determine, in their sole and absolute discretion, to be sufficient to pay all of the carrying costs of the Residence, including but not limited to, all taxes (real estate, school or other), mortgage expenses, common charges, water and sewer charges, homeowners' insurance premiums, utilities, maintenance, repairs and assessments (hereinafter collectively the "carrying costs"), until the death of such of the Settlor's dogs, April Maria, Lucia and Conchita, as shall be living at the time of the Settlor's death and any other dogs owned by the Settlor at the time of her death; provided, however, that such sum so set aside by the Trustees shall not exceed the sum of THREE MILLION (\$3,000,000) DOLLARS.

2. The Trustees shall pay over and distribute the sum of FIVE MILLION (\$5,000,000) DOLLARS to QUEEN ELIZABETH BECKFORD, if she shall survive the Settlor, and provided that she agrees, to the satisfaction of the Trustees, to care for such of the Settlor's dogs, April Maria, Lucia and Conchita, as shall be living at the time of the Settlor's death and any other dogs owned by the Settlor at the time of her death. If QUEEN ELIZABETH BECKFORD shall not survive the Settlor, or she shall not agree to the satisfaction of the Trustees to care for the Settlor's said dogs, the Trustees shall pay over and distribute the sum of THREE MILLION (\$3,000,000) DOLLARS to MARIA SANCHEZ, if she shall survive the Settlor, and provided that she agrees, to the satisfaction of the Trustees, to care for the Settlor's said dogs. In the event that neither QUEEN ELIZABETH BECKFORD nor MARIA SANCHEZ shall survive the Settlor or shall agree to the satisfaction of the Trustees to care for the Settlor's said dogs, the Trustees shall pay over and distribute the sum of ONE MILLION (\$1,000,000) DOLLARS to SIMONE BECKFORD, if she shall survive the Settlor, and provided that she agrees, to the satisfaction of the Trustees, to care for the Settlor's said dogs. In the event that none of QUEEN ELIZABETH BECKFORD, MARIA SANCHEZ and SIMONE BECKFORD shall survive the Settlor or shall agree to the satisfaction of the Trustees to care for the Settlor's said dogs, the Trustees shall, in their sole and absolute discretion, select one or more other suitable persons to care for the Settlor's said

dogs, and shall provide sufficient funds to such person or persons in a total amount not to exceed the sum of ONE MILLION (\$1,000,000) DOLLARS. It is the Settlor's wish in this regard that the Trustees ensure that her dogs receive the same degree of care that the Settlor provided for said dogs during her lifetime. In addition, it is the Settlor's wish (although in no respect her direction taking into account the considerable life span of turtles), that QUEEN ELIZABETH BECKFORD, MARIA SANCHEZ, SIMONE BECKFORD or the person or persons selected by the Trustees to care for the Settlor's dogs under the provisions of this Paragraph "A.2" of this Article, as the case may be, also care for the Settlor's turtles.

3. During the time that QUEEN ELIZABETH BECKFORD, MARIA SANCHEZ, SIMONE BECKFORD or the person or persons selected by the Trustees to care for the Settlor's dogs under the provisions of Paragraph "A.2" of this Article, as the case may be, shall be caring for the Settlor's dogs, QUEEN ELIZABETH BECKFORD, MARIA SANCHEZ, SIMONE BECKFORD or the person or persons selected by the Trustees to care for the Settlor's dogs, as the case may be, shall be permitted to reside in the Residence, together with the Settlor's such dogs, without the payment of any rent or the posting of any bond, and the Trustees shall pay all of the carrying costs of the Residence from the sum so set aside under the provisions of Paragraph "A.1" of this Article. During the time that QUEEN ELIZABETH BECKFORD, MARIA SANCHEZ, SIMONE BECKFORD

or the person or persons selected by the Trustees to care for the Settlor's dogs under the provisions of Paragraph "A.2" of this Article, as the case may be, are residing in the Residence, under no circumstances may any family member or friend of theirs (other than QUEEN ELIZABETH BECKFORD's mother, who may reside in the Residence with QUEEN ELIZABETH BECKFORD if QUEEN ELIZABETH BECKFORD is caring for the Settlor's dogs) be permitted to reside in the Residence. The Settlor further directs that during such time, that the Residence be insured at its fair market value and that the Trustees be listed as the insured on the homeowners' insurance policy covering the Residence.

4. Upon the death of the last to die of such of the Settlor's dogs, April Maria, Lucia and Conchita, as shall be living at the time of the Settlor's death and any other dogs owned by the Settlor at the time of her death, the Trustees shall sell the Residence, and subject to the funding of any trust created under Article "SECOND" hereof and the payment of any monetary dispositions set forth in this Article "THIRD" hereof that may have been deferred in accordance with the provisions of Paragraph "I.1" of this Article "THIRD" hereof, shall dispose of the net proceeds of sale in accordance with the provisions of Article "FOURTH" of this Agreement, applied as if the Settlor had then died and as if such net proceeds of sale constituted the Trust Balance.

B. The Trustees shall pay over and distribute the sum of TEN MILLION (\$10,000,000) DOLLARS to HERNANDO QUINTERO, if he shall survive the Settlor, and provided that he is employed by the Settlor at the time of her death, which determination shall be made by the Trustees in their sole and absolute discretion.

C. The Trustees shall pay over and distribute the sum of FIVE MILLION (\$5,000,000) DOLLARS to ORION SWELL, if he shall survive the Settlor, and provided that he is employed by the Settlor at the time of her death, which determination shall be made by the Trustees in their sole and absolute discretion.

D. The Trustees shall pay over and distribute the sum of TWO MILLION (\$2,000,000) DOLLARS to AARON HILL, if he shall survive the Settlor, and provided that he is employed by the Settlor at the time of her death, which determination shall be made by the Trustees in their sole and absolute discretion.

E. The Trustees shall pay over and distribute the sum of TWO MILLION (\$2,000,000) DOLLARS to MARIA SANCHEZ, if she shall survive the Settlor, and provided that she is not the person caring for the Settlor's dogs under the provisions of Paragraph "A.2" of this Article "THIRD", and further provided, that she is employed by the Settlor at the time of her death, which determination shall be made by the Trustees in their sole and absolute discretion.

F. The Trustees shall pay over and distribute the sum of ONE MILLION (\$1,000,000) DOLLARS to DR. JEFFREY KAMLET, if he shall survive the Settlor.

G. The Trustees shall pay over and distribute the sum of ONE MILLION (\$1,000,000) DOLLARS to HERNAN FABBIANI, if he shall survive the Settlor, and provided that he is employed by the Settlor at the time of her death, which determination shall be made by the Trustees in their sole and absolute discretion.

H. The Trustees shall pay over and distribute the sum of ONE MILLION (\$1,000,000) DOLLARS to SIMONE BECKFORD, if she shall survive the Settlor, and provided that she is not the person caring for the Settlor's dogs under the provisions of Paragraph "A.2" of this Article "THIRD", and further provided, that she is employed by the Settlor at the time of her death, which determination shall be made by the Trustees in their sole and absolute discretion.

I. Notwithstanding any state statute or other state provision to the contrary:

1. The Settlor expressly authorizes the Trustees to defer in whole or in part the funding of any trust created under Article "SECOND" hereof and the payment of any disposition under this Article "THIRD" of this Agreement until such time as the Trustees, in their sole judgment, shall determine that there are sufficient liquid assets available hereunder (e.g., including, but not limited to, to defer such funding and payments

until after the death of all of the Settlor's dogs and the sale of the Residence in accordance with the provisions of Paragraph "A.4" of this Article) to allow such funding and payments consistent with the best interests of the Settlor's estate and the Trust Estate. The Settlor further directs that no beneficiary of any trust created under Article "SECOND" or recipient of any disposition under this Article "THIRD" hereof shall be entitled to any interest or income by reason of any such funding or distribution being so deferred.

2. In the event that the property of the Trust Estate, including any property payable to the Trust on account of the Settlor's death, is insufficient to fully satisfy the monetary dispositions set forth in Article "SECOND" and this Article "THIRD", the Settlor directs that the monetary dispositions set forth in Article "SECOND" and in this Article "THIRD" shall abate pro rata.

#### FOURTH

Upon the death of the Settlor, all the rest of the property comprising the Trust, including any property payable to the Trust on account of the Settlor's death pursuant to her Last Will and Testament or otherwise to the extent not hereinbefore disposed of (hereinbefore and hereinafter referred to as the "Trust Balance"), shall be disposed of as follows:

A. The Trustees shall pay over and distribute twenty-five (25%) percent thereof to such one or more "qualified

charitable organizations", as hereinafter defined, as the Trustees shall select, in their sole and absolute discretion, providing quality shelter and quality care to animals and in such shares as the Trustees shall determine, in their sole and absolute discretion.

B. The Trustees shall pay over and distribute twenty-five (25%) percent thereof to such one or more "qualified charitable organizations" as the Trustees shall select, in their sole and absolute discretion, providing drug treatment for young people in memory of the Settlor's daughter, Tina, and in such shares as the Trustees shall determine, in their sole and absolute discretion.

C. The Trustees shall pay over and distribute fifty (50%) percent thereof to such one or more "qualified charitable organizations" as the Trustees shall select, in their sole and absolute discretion, providing breast cancer treatment and educating the public about breast cancer, and in such shares as the Trustees shall determine, in their sole and absolute discretion.

D. For all purposes of this Agreement, a "qualified charitable organization" shall mean and refer to an organization described in § 170(c) and § 2055(a) of the Internal Revenue Code of 1986, as amended from time to time (hereinafter sometimes the "Code"), and successor statutes of like import, and under applicable state laws of similar import so as to qualify

contributions to it as deductions for Federal income tax purposes and bequests to it as deductions for Federal estate tax and state estate or inheritance tax purposes.

FIFTH

A. In the event that any beneficiary hereunder and the Settlor shall die simultaneously or under such circumstances that it is difficult or impracticable to determine who survived the other, then it is hereby directed, for the purposes of this Agreement, that such beneficiary shall be deemed to have predeceased the Settlor.

B. In the event that the special rule for persons with a deceased parent set forth in Code § 2651(e) and in Treasury Regulations § 26.2651-1 would have been applicable if a descendant of the Settlor or of another beneficiary had predeceased the Settlor or had predeceased the other beneficiary, as the case may be, such descendant shall be deemed to have predeceased the Settlor or the other beneficiary if he or she dies within ninety (90) days after the Settlor's death or within ninety (90) days after the death of the other beneficiary, as the case may be.

SIXTH

Anything herein contained to the contrary notwithstanding, whenever pursuant to this Agreement any part of the Trust Estate or of any separate trust created hereunder shall vest in absolute ownership in a person under the age of twenty-one (21) years

(hereinafter called the "Minor"), the following provisions shall apply:

A. The Trustees are authorized and empowered, in their sole and absolute discretion, to hold the property so vested in the Minor in a separate fund for the benefit of the Minor and to invest and reinvest the same, collect the income therefrom, and during the period until the Minor attains the age of twenty-one (21) years to apply so much of the net income and principal to the health, education, maintenance or support of the Minor as the Trustees shall deem necessary, and to accumulate the balance of said income, if any, until the Minor shall attain the age of twenty-one (21) years, at which time all accumulated income and unexpended principal shall be paid over to him or her.

B. The Trustees, in their sole and absolute discretion, may designate any of themselves or any adult person as Custodian for the Minor under the provisions of the Uniform Transfers (or Gifts) to Minors Act then in effect in an appropriate state (hereinafter called the "Act"), and may distribute so much of such property which consists of "custodial property" as that term is described in said Act, to such Custodian. The Custodianship shall continue until the Minor attains the age of twenty-one (21) years, unless sooner terminated under the Act.

SEVENTH

Notwithstanding any state statute to the contrary,  
including Florida Statutes § 733.817 or any successor thereto:

A. The Trustees shall pay over to the executors or other legal representative(s) of the Settlor's estate out of the Trust such amounts as the said legal representative(s) shall from time to time after the Settlor's death, certify to the Trustees as the amount required to pay: (1) the funeral and administration expenses of the Settlor's estate; and (2) any insufficiency resulting because the value of the cash and marketable securities comprising the Settlor's probate estate is less than the total of: (a) all cash bequests and other general bequests made in the Settlor's Last Will and Testament and (b) all other debts, liens and other claims enforceable against the Settlor's estate, which her legal representative(s) are required to discharge and any interest thereon, provided that there shall be no specific contrary direction in the Will of the Settlor referring specifically to this Agreement. The Trustees may, but shall not be required to, rely upon the written certification of amounts required by the Settlor's said legal representative(s); provided, however, that any payments made pursuant to this Paragraph shall not be made from any funds or property, or the proceeds thereof, that are not otherwise includible in the Settlor's estate for purposes of Federal or state transfer, estate, inheritance, legacy, succession or like taxes, including any interest and

penalties thereon, by reason of the Settlor's death. The Trustees shall further deliver to the legal representative(s) of the Settlor's estate any property passing under this Agreement, which would otherwise be effectively specifically bequeathed or devised by the Settlor's Last Will and Testament.

B. The Trustees shall pay all transfer, estate, inheritance, legacy, succession and like taxes, including any interest and penalties thereon, levied upon or assessed against the Settlor's estate with respect to property passing under this Agreement, under the Settlor's Will or outside of the Settlor's Will and which is required to be included in the Settlor's taxable estate (hereinafter the "Taxes") out of the Trust Balance, as an expense of administration without apportionment.

C. Notwithstanding the above, if any Generation-Skipping Transfer Tax ("GST") shall be payable at, after or with respect to the Settlor's death, under Chapter 13 of the Code or any similar state estate or inheritance tax provision, or any additional estate tax shall be imposed by § 2032A(c) of the Code or any similar state estate or inheritance tax provision, any such taxes, including any interest and penalties thereon, shall be apportioned against and paid by or on account of the person(s) in possession of the property giving rise to such tax(es) or benefitted thereby, or the trustee(s) or distributee(s) of the property with respect to which the tax(es) shall be imposed, as the case may be. It is hereby directed that the amount of such

tax(es) under this Paragraph "C", together with any interest and penalties thereon, which shall be apportioned and/or recovered with respect to this Paragraph "C" shall be the difference between the amount of tax(es), including interest and penalties thereon, actually payable and the amount thereof which would have been payable had such property not been included in the computation of such tax(es).

D. If any tax is imposed on property includible in the Settlor's estate by reason of § 2044 of the Code or any similar state estate or inheritance tax provision, the Settlor directs the Trustees to recover such tax, including any interest and penalties thereon, as provided under § 2207A of the Code, or as provided under any similar state estate or inheritance tax provision as to such state tax.

#### EIGHTH

A. The last surviving Trustee shall be authorized to appoint any person or persons or bank or trust company duly authorized by law to act as trustee(s) or co-trustee(s) and as successors thereto, as he, she or it, in his, her or its sole and absolute discretion, may determine, to act as successor Trustee or Co-Trustee, as the case may be, upon the death or resignation of the appointing Trustee or jointly with the appointing Trustee, as the case may be, by a written instrument duly acknowledged by him, her or it and delivered to such person or persons or bank or trust company.

B. The appointment of any Trustee hereunder shall be effective upon the date when the person, bank or trust company appointed as Trustee hereunder shall qualify as such by executing and acknowledging his, her or its, as the case may be, consent to act as such Trustee and to be bound by the terms and provisions hereof. The consent shall be delivered to the Settlor, if she shall then be living, and if she is not then living, to the then adult beneficiary or beneficiaries hereunder, if any, and to the then surviving Trustee(s), if any.

C. No person or bank or trust company named herein or otherwise appointed pursuant hereto, either as an original Trustee or as successor Trustee, shall be required to furnish any bond for the performance of his, her or its duties as Trustee, but if any bond is required by any law or statute, no sureties shall be required thereon. The successor Trustee(s) shall have all the powers and authority of the original Trustees named herein.

D. No Trustee hereunder (other than the Settlor), shall participate in the exercise of any discretion to determine the propriety or amount of payments of income or principal to himself, herself or any person he or she is legally obligated to support and the remaining Trustee(s) alone shall exercise that discretion, and no distribution shall be made which would discharge any person's obligation to support any beneficiary hereunder.

NINTH

A. Any Trustee shall have the right to resign at any time with or without cause on appropriate notice. Neither the death nor resignation of any Trustee nor the appointment of any successor Trustee shall require an accounting at the time, but such accounting may be included with and as part of the next account rendered by the Trustee(s).

B. Resignation of a Trustee shall be effected by delivering a written notice of resignation signed and acknowledged by the resigning Trustee to the remaining Trustee(s) and to the Settlor, if she is then living, and if she is not then living, to the then adult beneficiary or beneficiaries hereunder, and to the next appointed successor Trustee, if any. Such resignation shall thereafter be annexed hereto and shall be effective on the date stated in such notice, which shall not be less than fifteen (15) days after delivery of the notice.

TENTH

The words "Trustee" and "Trustees" or either of them, wherever used in this Agreement, shall be deemed to mean the original Trustees appointed hereunder and/or as herein provided, the successor Trustee(s) and/or co-Trustee(s).

ELEVENTH

For the purposes of this Agreement, the Settlor shall be deemed to be "incompetent" during any period of time in which

any Trustee(s) then acting hereunder shall be in possession of any of the following: (1) a currently applicable order from a court of competent jurisdiction holding the Settlor to be legally incompetent to act in her own behalf or appointing a guardian, committee or conservator, as the case may be, of her person and/or property to act for her; (2) duly executed, witnessed and acknowledged written certificates both of which are unrevoked, of two licensed physicians (each of whom represents that he or she is certified by a recognized medical board), each certifying that such physician has examined the Settlor and has concluded that, by reason of accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other similar cause, the Settlor had, at the date of the written certificate, become incompetent and/or unable to act rationally and prudently in her own best interests; or (3) evidence, which such Trustee(s) shall deem to be credible and still currently applicable, that the Settlor has disappeared, is unaccountably absent, or is being detained under duress where she is unable, effectively and prudently, to look after her own financial best interests.

#### TWELFTH

With respect to the management and administration of the Trust and any separate trust created hereunder, the Trustees shall have all of the powers conferred by the laws of the State of Florida, and in addition thereto, the following discretionary powers without limitation by reason of specification; provided,

however, that the Trustees shall exercise all such powers in a manner as shall be consistent with the allowance of an estate charitable deduction in the Settlor's estate with respect to any dispositions qualifying for such deduction:

A. To hold and, either permanently or temporarily, retain any of the original property transferred into the Trust or any separate trust created hereunder, for any length of time without regard to the proportion such property may bear to the entire amount of the Trust or any separate trust created hereunder, or to the fact that the property may not be of a character permissible for investment by fiduciaries under the present or future laws applicable thereto.

B. To sell at public or private sale for cash or upon credit (including the extension of credit for periods in excess of one year) with or without security, upon such terms as they may consider advisable, or otherwise dispose of any property, real or personal, or in which from time to time there may be an investment or reinvestment, including the giving or granting of options for periods in excess of six (6) months in connection therewith.

C. To hold securities in their names as Trustees or in the name of a nominee or in such form as to pass by delivery.

D. To retain, to exchange for any other property, to divide, subdivide, partition, mortgage, improve, alter, remodel, repair and develop in any manner any real property and to lease any such property for such term or terms, and upon such conditions and rentals, and in such manner, as in their sole and absolute discretion, they shall deem advisable, irrespective of whether the term of any such lease shall exceed the period permitted by law or the term of the Trust or any separate trust hereunder.

E. To abandon any real or personal property which the Trustees may determine to be worthless, any such determination by the Trustees to be binding and conclusive on all parties interested hereunder.

F. To invest and from time to time reinvest the Trust or any separate trust created hereunder, in such

common or preferred stocks, investment trust stocks, and in such bonds, securities, mortgages and other property, real or personal and foreign or domestic, as in their sole and absolute discretion, they may deem advisable, whether or not productive of income or a wasting asset and whether or not the said investments are authorized as an investment for trust funds by the laws of the State of Florida, or of any other jurisdiction, in force at the time of the investment.

G. To borrow money in the name of the Trust or any separate trust created hereunder for such periods and upon such terms as shall be necessary or convenient and as security to mortgage or pledge any real or personal property forming a part of the Trust or any separate trust created hereunder.

H. To lend any part of the property of the Trust or any separate trust created hereunder to any person including any beneficiary of the Trust or any such separate trust, the estate of any deceased beneficiary, or any estate or other trust in which any beneficiary has an interest, upon any reasonable terms and conditions, for any period, with or without security, for any purpose which will benefit the Trust or such separate trust or any beneficiary of the Trust or such separate trust.

I. To vote in person or by general or limited proxy upon all stock held by them; to approve or oppose, directly or through a committee or other agent, the reorganization, consolidation, merger, dissolution or liquidation of any corporation, or the sale, lease, pledge or mortgage of any property by or to any corporation, any of the stocks, bonds, notes or other securities which are held in the Trust or any separate trust created hereunder, and to do any acts with reference to such stocks, bonds, notes and other securities which they may deem necessary or proper to enable them to obtain the benefit of any such transaction; to exercise any conversion privilege, subscription right or any option available in connection with any of the stocks, bonds, notes or other securities in the Trust or any separate trust created hereunder, and to make any such payments in connection therewith as they shall deem necessary or advisable.

J. To make, without the consent of any beneficiary hereunder, any payment, distribution or division required by this Agreement, either in cash or

in kind, or partly in cash and partly in kind, in proportions like to or different from that paid or transferred to anyone else. Such distribution may be effected without regard to the income tax basis of the property distributed to any beneficiary of this Agreement, and without liability for any increase in the income taxes of any such beneficiary.

K. 1. To remove all or any part of the property of the Trust or any separate trust created hereunder, from the jurisdiction which is the situs of the Trust or any such separate trust hereunder, and to take and keep such property outside such jurisdiction and in any other place or places during the term of the Trust or any separate trust hereunder or for any lesser period.

2. In the event that all of the Trustees of the Trust or any separate trust created hereunder cease to be or never were Trustees residing in Florida [with respect to individual Trustee(s)], or having an office in Florida [with respect to corporate Trustee(s)] and the income beneficiary of the Trust or any such separate trust ceases to be or never was a Florida resident, the Trustees are authorized, with the written and acknowledged consent of the adult income beneficiary, if any, to transfer the situs of the Trust or any such separate trust outside of the original or then current jurisdiction thereof, without bond and without court approval, unless such court approval is required by law, in which case, it is requested that the court of original or then current jurisdiction shall consent to the change of situs, and thereafter the administration of the Trust or any such separate trust shall be governed by the laws of the new situs. During the term of the Trust or of any such separate trust created hereunder, this authorization shall continue in effect with respect to each new situs as if each such situs was the original Florida situs.

L. To employ investment counsel, accountants, depositories, custodians, brokers, attorneys, law clerks, paralegals and other agents, irrespective of whether any person so employed shall be a Trustee hereunder, shall be a partner, a shareholder, or shall have an interest in the Trust or any separate trust created hereunder, or any asset hereof, and to compensate him, her or them out of the principal of the Trust or any separate trust created hereunder,

without charging the same against the commissions or compensation of such Trustee.

M. To continue any individual business and/or interest in any partnership, limited liability company and/or corporation which is part of the Trust or any separate trust created hereunder, at the risk of the Trust or such separate trust, to sell, settle and/or discontinue any such business or such interest therein, whether corporate or otherwise, or any of them, in whole or in part, at any time, when and upon such terms and conditions as, in their judgment, is for the best interest of the Trust or any such separate trust created hereunder, or to exchange any such interest therein or assets thereof in whole or in part for bonds or shares of stock in any corporation which may take over or continue such business and/or partnership and/or limited liability company. The Trustees are specifically and fully authorized and directed to, in all and every necessary and useful manner and respect, cooperate with the survivor or survivors of any partnership, limited liability company or corporation of which the Trust or any separate trust created hereunder, may be a member or shareholder, as the case may be, in continuing and carrying on the business and the Trustees are specifically authorized and empowered to sell to the surviving partner or partners, the surviving member or members and/or the surviving stockholder or stockholders of any partnership, limited liability company and/or corporation in which the Trust or any separate trust created hereunder, may be interested, regardless of who such person or persons may be, at any time, when and upon such terms and conditions as they, in their judgment, deem to be in the best interest of the Trust or any separate trust created hereunder, all or any part of any interest in such partnership, limited liability company and/or corporation and in the assets, business, property and profits therein. The Trustees are authorized and empowered to become, or continue to be, an officer, director or employee of such partnership, limited liability company or corporation and to be paid reasonable compensation from such partnership, limited liability company or corporation for serving as such officer, director and/or employee, in addition to any compensation otherwise allowed by law.

N. To act as or to select other persons (including any beneficiary hereunder) to act as directors, officers or employees of any such business,

the same to be compensated without regard to their being a fiduciary or beneficiary hereunder.

0. To exercise the following powers with respect to any property, partnership interest(s), limited liability company interest(s) and/or stock which the Settlor may own at the time of her death, which powers shall be in addition to all the other powers herein conferred upon the Trustees or conferred upon the Trustees by law with respect to such property, partnership interest(s), limited liability company interest(s) and/or stock:

1. To take advantage of § 303 and/or § 6166 of the Code, and any other provisions therein which provide relief for the estates of owners of property, partnership interest(s), limited liability company interest(s) and/or stock in closely-held corporations, and to post any bond or other security and pay any interest required by § 6166 at the expense of the Trust or any separate trust created hereunder and to elect under § 6324A of the Code to create a special lien for the deferred estate tax (including tax attributable to property not passing under this Agreement) and to subject property belonging to the Trust or such separate trust to such lien.

2. To retain any such property, partnership interest(s), limited liability company interest(s) and/or stock even though such property, partnership interest(s), limited liability company interest(s) and/or stock may form a substantially disproportionate part, or all, of the Trust or any separate trust created hereunder without risk of surcharge to the Trustees for so doing, as long as the Trustees act in good faith.

3. To purchase any additional such property, partnership interest(s), limited liability company interest(s) and/or stock for the Trust or any separate trust created hereunder from any sources at such price or prices and at such times as the Trustees shall determine to be fair and reasonable.

4. To sell any such property, partnership interest(s), limited liability company interest(s) and/or stock from the Trust or any separate trust created hereunder to any person, firm, trust or other entity at such price or prices and at such times as the Trustees shall determine to be fair and reasonable.

P. To divide any trust created hereunder into two (2) or more separate trusts with the same dispositive provisions, including but not limited to, dividing any trust hereunder in order to adjust between or among them the inclusion ratio, as defined in Chapter 13 of the Code, of each said trust for the purposes of the Generation-Skipping Transfer Tax.

Q. To execute and deliver in writing any and all instruments which the Trustees may deem advisable to carry out any of the foregoing powers. No party to any such instruments signed by the Trustees shall be obligated to inquire into the validity of such instrument.

R. To delegate to any one of the Trustees any nondiscretionary power, including but not limited to the power, singly or with others, to sign checks, withdrawal slips, instructions for the receipt or delivery of securities or other property, and instructions for the payment or receipt of money.

S. To do any and all things in relation to this Agreement deemed to be necessary for carrying out any of the above powers or incident to the purpose thereof.

#### THIRTEENTH

The Settlor reserves the right for herself and for any other person(s) at any time to add to the principal of the Trust, and any property so added shall be held, administered and distributed as part of this Trust.

#### FOURTEENTH

A. The Settlor reserves the right at any time and from time to time during her life, by a notice in writing signed and acknowledged by her in the manner required by the laws of the State of Florida for the recording of a deed of real property:

1. To withdraw all or any part of the principal of the Trust free of and discharged from the terms and conditions of this Agreement and of the Trust hereby created;

2. To terminate, alter, amend or modify the Trust, in whole or in part, as the Settlor, in her sole and absolute judgment, desires; and/or

3. To revoke this Agreement in its entirety.

Such notice shall be delivered to the Trustee(s) then acting at least ten (10) days prior to the effective date of such withdrawal, termination, alteration, amendment, modification or revocation, as the case may be.

B. Upon the death of the Settlor, this Trust shall be and become irrevocable.

#### FIFTEENTH

A. If the Generation-Skipping Transfer Tax exemption shall be allocated pursuant to § 2631 and § 2632 of the Code to any trust(s) created under this Agreement, the Trustees shall divide each such trust to which such exemption is allocated into two (2) separate trusts with the same dispositive provisions, so that one (1) of such separate trusts shall have an inclusion ratio of zero as such term is defined in Chapter 13 of the Code.

B. Any provision to the contrary notwithstanding, whenever any Trustee of any trust created pursuant to this Agreement has the discretionary power to pay principal to any beneficiary of such trust and such trust has been divided into two

(2) separate trusts pursuant to the provisions of Paragraph "A" of this Article, such Trustee shall not exercise such discretionary power for the benefit of such beneficiary out of the principal of the separate trust with a zero inclusion ratio over which such Trustee has such discretionary power until the principal of the remaining separate trust over which such Trustee has such discretionary power shall have been exhausted; provided, however, that the restriction stated in this Paragraph "B" shall not apply when the beneficiary to whom a discretionary distribution of principal may be made is a "skip person" as such term is defined in Chapter 13 of the Code.

#### SIXTEENTH

After the death of the Settlor, the shares of income and the principal of the Trust or any separate trust(s) set up and established under this Agreement shall not in any way or manner be subject to or liable for any of the debts, contracts, engagements or liabilities of the respective beneficiaries hereof, and shall not be liable to anticipation, sale or pledge, nor subject to attachment, execution or sequestration under any legal, equitable or other process of law.

#### SEVENTEENTH

All references in this Agreement to the Code are to the Internal Revenue Code of 1986, as heretofore and hereafter

amended, and shall be deemed to refer to corresponding provisions of any subsequent Federal tax law.

EIGHTEENTH

Whenever necessary or appropriate, the use herein of any gender shall be deemed to include the other genders and the use herein of either the singular or the plural shall be deemed to include the other.

NINETEENTH

The terms child, lawful child, children, lawful children, issue and lawful issue ("legitimate descendants") as used in this Agreement shall include adopted children and issue of such adopted children and are intended to include only an individual having one of the following relationships:

A. An individual who is the natural descendant in the first degree of a female shall be regarded as her legitimate descendant.

B. An individual who is the natural descendant in the first degree of a male shall be regarded as his legitimate descendant if such individual was born of parents who, prior or subsequent to such individual's birth, have entered into a civil or religious marriage with each other, in the manner authorized by the law of the jurisdiction where such marriage was entered into, notwithstanding that such marriage was void or voidable, or has been, or shall be, annulled or otherwise judicially declared void.

C. An individual who is adopted pursuant to a final order, decree or judgment of a court of competent jurisdiction, shall be regarded as the legitimate descendant of the adopting parent, but only if such order, decree or judgment has become final prior to such individual having attained the age of sixteen (16) years. No other adopted individual shall be regarded as the legitimate descendant of the adopting parent. It is the Settlor's intent to exclude any children or other issue who are adopted out of her family prior to the Settlor's death, except those children or other issue who are adopted out of the Settlor's family by a step-parent.

TWENTIETH

A. This Agreement shall be construed and administered according to the laws of the State of Florida.

B. The following statement is required by Florida law: The Trustees may have responsibilities in addition to those described in this Agreement. The Trustees should seek legal advice if they have questions regarding their responsibilities.

TWENTY-FIRST

The invalidity or unenforceability of any provision or provisions hereof shall not affect the rest of this Agreement which shall be performed and carried out as though such invalid and/or unenforceable provision(s) had originally been omitted.

TWENTY-SECOND

A. The Trustees shall not be required to render to any court annual or other periodic accounts, whether or not required by statute. The Trustees shall take action for the approval of their accounts at such times and before such courts, or without court proceedings, as they, in their sole and absolute discretion, may determine. The Trustees shall pay the costs and expenses of such action, including but not limited to, the compensation and expenses of attorneys and guardians, from principal or income, or both, of the trust involved as they, in their sole and absolute discretion, may determine.

B. In any accounting or other proceeding with respect to the Trust or any separate trust created hereunder, if any party to the proceeding has the same interest as a person under a disability, it shall not be necessary to serve the person under a disability.

TWENTY-THIRD


In the event any beneficiary under this Agreement, the Settlor's Last Will and Testament or any other person commences, prosecutes, promotes, intervenes in, contributes to or voluntarily participates in, directly or indirectly, or counsels or aids any other person to commence, prosecute, promote, intervene in, contribute to or voluntarily participate in, directly or indirectly, any proceeding or action in any court, agency, tribunal or other forum wherein such beneficiary, other person or

the counseled person (1) seeks to void, nullify or set aside all or any part of this Agreement or the Settlor's Last Will and Testament or (2) makes a claim which is based upon any alleged act or omission by the Settlor individually, or in her capacity as trustee, executor, partner, officer or director, or in any other capacity, then the Settlor revokes any share or interest in the Trust Estate given under this Agreement and in any trust created under this Agreement to the person seeking to void, nullify or set aside all or any part of this Agreement or of the Settlor's Last Will and Testament and/or making the claim (the "claimant"), to the counseling person and to the issue of each such person, and such share or interest shall be immediately disposed of as if such claimant or counseling person had then died without issue; and provided further that if for any reason such share or interest, or other property forming a part of the Trust Estate or the Settlor's estate shall be subject to the laws of intestate distribution, then the claimant and/or counseling person who shall be the Settlor's intestate distributee(s), if any, shall be deemed to have predeceased the Settlor leaving no issue surviving the Settlor. These provisions shall remain in effect from the date of this Agreement until no trust hereunder or under the Settlor's Will is in existence and shall apply to each trust hereunder and to each trust created under the Settlor's Will. If any provision of this Article is held to be unenforceable or void for any reason, the remaining provisions shall be fully effective.

TWENTY-FOURTH

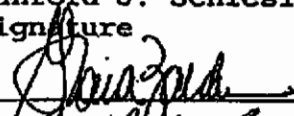
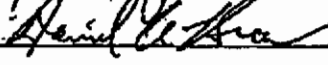
The Trustees accept the Trust herein expressed and agree to carry out the provisions hereof on their part to be performed.

IN WITNESS WHEREOF, this Agreement is executed and acknowledged the day and year set forth in the notarial acknowledgment below.

  
\_\_\_\_\_  
GAIL S. POSNER, Settlor  
and Trustee

Witnesses to  
Sanford J. Schlesinger's  
signature

  
\_\_\_\_\_  
SANFORD J. SCHLESINGER, Trustee

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

We, the undersigned witnesses, do hereby certify and attest that the above and foregoing instrument was subscribed by GAIL S. POSNER, in our presence and in the presence of each of us, and that she declared the said instrument so subscribed to be a trust, and we and each of us, at her request, have signed our names thereto as attesting witnesses, in her presence and in the presence of each other.

*[Signature]* residing at \_\_\_\_\_  
*[Signature]* residing at \_\_\_\_\_  
\_\_\_\_\_ residing at \_\_\_\_\_

addresses  
redacted

STATE OF FLORIDA )  
 : SS.:  
COUNTY OF MIAMI-DADE )

Acknowledged and subscribed before me by GAIL S. POSNER, who is personally known to me or who has produced \_\_\_\_\_ as identification, and sworn to and subscribed before me by the witnesses Gloria Zaldivar, who is personally known to me or who has produced \_\_\_\_\_ as identification, Daniel A. Brea, who is personally known to me or who has produced \_\_\_\_\_ as identification, and \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and subscribed by me in the presence of GAIL S. POSNER, and the subscribing witnesses, all on December 18, 2008.



Mithala Brantone  
Notary Public

Printed Name: 4-4-09  
MITHALA BRANTONE  
My Commission expires:

STATE OF FLORIDA )  
 : SS.:  
COUNTY OF MIAMI-DADE )

Acknowledged and subscribed before me by SANFORD J. SCHLESINGER, who is personally known to me or who has produced \_\_\_\_\_ as identification, and sworn to and subscribed before me by the witnesses Gloria Zaldivar, who is personally known to me or who has produced \_\_\_\_\_ as identification, Daniel A. Brea, who is personally known to me or who has produced \_\_\_\_\_ as identification, and \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and subscribed by me in the presence of SANFORD J. SCHLESINGER, and the subscribing witnesses, all on December 18, 2008.



Mithala Brantone  
Notary Public

Printed Name: Mithala Brantone  
My Commission expires: 4-4-09