

MARCO PARK TRUST

I, **KENNETH D. GOODMAN**, of Naples, Collier County, Florida, hereby transfer to myself as trustee, the property listed in the attached schedule, which property and all investments and reinvestments thereof and additions thereto (the “trust property”) shall be held subject to the following trust:

ARTICLE I - TRUST TITLE

This instrument, as from time to time amended, is designated the “MARCO PARK TRUST dated February 10, 2020”.

ARTICLE II - OBJECTS AND PURPOSES OF TRUST

The objects and purposes of this trust shall be to hold title to the trust property and to protect and conserve it until its sale or other disposition or liquidation. The trustee shall not undertake any other activity not strictly necessary to the attainment of the foregoing objects and purposes; nor shall this instrument be deemed to be, or create or evidence the existence of a corporation, de facto or de jure, or a Florida Trust, or any other type of business trust, or an association in the nature of a corporation, or a co-partnership or joint venture by or between the trustee and the beneficiary, or by or between the beneficiaries.

ARTICLE III - BENEFICIARIES

3.1 DEFINITION. The term “beneficiaries” wherever used herein shall mean the beneficiary or beneficiaries listed in the Schedule of Beneficial Interests this day executed and filed with the trustee, or in the revised Schedule of Beneficial Interests, if any, from time to time executed and filed with the trustee.

3.2 BENEFICIAL INTEREST IS PERSONALTY. The interest of the beneficiary shall consist solely of the following rights respecting the trust property:

- a. The right to direct the trustee to convey or otherwise deal with the title to the trust property as hereafter set out.
- b. The right to receive the proceeds and avails from the rental, sale, mortgage or other disposition of the property.

The foregoing rights shall be deemed to be personal property. No beneficiary shall have any legal or equitable right, title or interest, as realty, in or to any real estate held in trust under this instrument or the right to require partition of that real estate, but shall have only the rights, as personalty, set out above, and the death of a beneficiary (or co-beneficiary) shall not terminate this trust or in any manner affect the powers of the trustee.

3.3 ASSIGNING THE INTEREST OF A BENEFICIARY. The interest of a beneficiary, or any part of that interest, may be transferred only by a written assignment, executed and delivered to the trustee. The trustee shall note its acceptance on the assignment, retain the original and deliver a

photocopy of the original to the assignee as and for his or her evidence of ownership of a beneficial interest under this instrument. No assignment of any interest under this instrument (other than by operation of law) that is not so executed, delivered and accepted shall be binding upon the trustee. No assignment of any interest that includes the power to direct the trustee to convey or otherwise deal with the trust property shall be valid without the written approval of all of the other beneficiaries who possess the power of direction. No person who is vested with the power of direction, but who is not a beneficiary under this instrument, shall assign that power without the written consent of all the beneficiaries. A revised Schedule of Beneficial Interests shall have been duly executed by the trustee to reflect an assignment.

3.4 TRUSTEE AS A BENEFICIARY. Any trustee may, without impropriety, become a beneficiary hereunder and exercise all rights of a beneficiary with the same effect as though he were not a trustee.

3.5 TRUST INCOME AND PRINCIPAL. The trustee shall hold the principal of this trust property for the benefit of the beneficiaries in proportion to their respective interests.

3.6 RIGHT TO REVOKE OR AMEND. The trust instrument may be amended from time to time by an instrument in writing signed by the beneficiaries and acknowledged by the trustee or beneficiaries, provided in each case that the instrument of amendment or a certificate by any trustee setting forth the terms of such amendment shall be recorded in the Public Records.

3.7 TERMINATION OF TRUST. The trust instrument may be terminated at any time by all of the beneficiaries by notice in writing to the trustee, but such termination shall be effective only when a certificate thereof, signed and acknowledged by the trustee, shall be recorded with the Public Records; and the trust shall terminate, in any event, twenty years after the death of the trustee hereinabove named. In case of any such termination, the trustee shall transfer and convey the specific assets constituting the trust property, subject to any leases, mortgages, contracts or other encumbrances on the trust property, to the beneficiaries as tenants in common in proportion to their respective interests hereunder.

ARTICLE IV - TRUSTEE

4.1 ADDRESS OF TRUSTEE. The address of the trustee is 3838 Tamiami Trail North, Suite 300, Naples, Florida 34103, but may be changed from time to time by written notice to the then beneficiaries.

4.2 RESIGNATION OF TRUSTEE. A trustee of any trust may resign at any time with the approval of a majority in interests of the beneficiaries.

4.3 SUCCESSOR TRUSTEE. At any time while serving as trustee, a sole trustee may appoint a co-trustee or successor trustee of any trust created under this instrument. If the sole trustee ceases to act and another trustee is not then serving or designated to serve, then a majority in interest of the beneficiaries may appoint a successor trustee. The term "trustee" also shall mean and include any co-trustee, alternate, or successor trustee. A successor trustee shall have all of the rights, powers, authority and privileges granted hereunder to the original trustee.

4.4 REMOVAL OF TRUSTEE. Beneficiaries representing 60% of the beneficial interest of the trust property may at any time remove any acting trustee.

4.5 COMPENSATION AND EXPENSES. A trustee shall not be entitled to any compensation for services rendered herein. A trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with such trustee's duties.

4.6 NO BOND OR COURT ACCOUNTING REQUIRED. No bond or surety is required of any trustee. No trustee shall be obligated to account to any court for the administration of any trust created under this instrument.

4.7 NO DUTY TO EXAMINE PRIOR ACTS. No successor trustee shall be personally liable for any act or omission of any predecessor. With the approval of the beneficiaries, a successor trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor trustee without incurring any liability for so doing.

4.8 WRITTEN INSTRUCTIONS. Each power to resign, appoint, designate or remove shall be exercised by written instrument delivered to each beneficiary and each then acting trustee, and filed with the records of the trust to which it relates. In the case of any appointment or designation of co-trustee of successor trustee, the acceptance or designation in writing by the trustee or trustees appointed or designated, as the case may be, shall be recorded in the Public Records.

ARTICLE V - ADMINISTRATIVE PROVISIONS

5.1 TRUST INSTRUMENT MAY BE RECORDED. This instrument may be placed on record in the county in which the trust property is situated, where required, but that recording shall not be considered as notice of the rights of any person under this instrument derogatory to the title or powers of the trustee.

5.2 POWERS. The trustee shall have full power and authority to buy, sell, convey, assign, mortgage or otherwise dispose of all or part of the trust property (including without limitation the full power and authority to delegate to any person, firm or entity, acting singly or together with others, and whether or not any such person may from time to time serve as trustee hereunder, full power and authority to sign checks, drafts, notes, bills of exchange, acceptances, undertakings and other instruments or orders for the payment, transfer or withdrawal of money for whatever purpose and to whomsoever payable, including those drawn to the individual order of a signer, and all waivers of demand, protest, notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed in the name of the Trust), and as lessor or as lessee to execute and deliver leases and subleases, and to borrow or lend money and to execute and deliver notes, mortgages or other evidence of such borrowing, and to grant or acquire rights or easements and enter into agreements or arrangements with respect to the trust property. Any and all instruments executed pursuant to the powers herein contained may create obligations extending over any periods of time, including periods extending beyond the date of any possible termination of the trust.

5.3 DECISIONS OF BENEFICIARIES. The decisions of the beneficiaries shall require approval of the beneficiaries representing 60% of the beneficial interest of the trust property.

5.4 BENEFICIARY CANNOT BIND TRUSTEE OR OTHER BENEFICIARY. No beneficiary shall have the authority to contract for or in the name of the trustee (except a beneficiary acting in the capacity of trustee) or any other beneficiary or to bind the trustee or any other beneficiary personally.

5.5 TITLE VESTING IN TRUSTEE. Upon the appointment of any succeeding trustee or co-trustee, the title to the trust property shall thereupon and without necessity of any conveyance be vested in said succeeding trustee jointly with the remaining trustee or trustees, if any.

5.6 TRUSTEE NOT PERSONALLY LIABLE. The trustee shall not be required, in dealing with the trust property or in otherwise acting under this trust instrument, (a) to enter into any individual contract or other individual obligation whatsoever, (b) to make himself individually liable to pay or incur the payment of any damages, attorneys' fees, fines, penalties, forfeitures, costs, charges or other sums of money whatsoever, nor (c) be required to take any action which will, in the opinion of such trustee, involve the trustee in any personal liability. The trustee shall have no personal liability or obligation whatsoever arising from ownership, as trustee, of title to the trust property, or with respect to any

act done or contract entered into or indebtedness incurred by it in dealing with the trust property or in otherwise acting under this instrument, except only as far as the trust property and any trust funds in the actual possession of the trustee shall be applicable to the payment and discharge of that liability or obligation. No trustee hereunder shall be liable for any error of judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for such trustee's own willful breach of trust.

5.7 REIMBURSEMENT AND INDEMNIFICATION OF TRUSTEE. If the trustee shall pay or incur any liability to pay any money on account of this trust, or incur any liability to pay any money on account of being made a party to any litigation as a result of holding title to the trust property or otherwise in connection with this trust, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the beneficiaries, jointly and severally, agree that on demand they will pay to the trustee, with the interest at the rate of ten percent (10%) per annum, all such payments made or liabilities incurred by the trustee, together with expenses, including reasonable attorneys' fees, and that they will indemnify and hold the trustee harmless of and from any and all payments made or liabilities incurred by it for any reason whatsoever as a result of this instrument; and all amounts so paid by the trustee, as well as its compensation under this instrument, shall constitute a lien on the trust property. The trustee shall not be required to convey or otherwise deal with the trust property as long as any money is due to the trustee under this instrument; nor shall the trustee be required to advance or pay out any money on account of this trust or to prosecute or defend any legal proceedings involving this trust or any property or interest under this instrument unless it shall be furnished with sufficient funds or be indemnified to his satisfaction.

5.8 TRUSTEE'S CERTIFICATE. A certificate signed by any trustee of a trust under this instrument and acknowledged by such trustee before a notary public shall be conclusive evidence upon all persons and for all purposes of the facts stated in the certificate respecting the terms of such trust and the identity of the trustee who, from time to time, is serving under it.

5.9 RELIANCE BY THIRD PARTIES. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any trustee or to see that the terms and conditions of this trust have been complied with. Every agreement, lease, deed, mortgage, note or other instrument or document executed by any one of the persons appearing of record to be a trustee hereunder shall be conclusive evidence in favor of every person relying thereon that this trust was in full force and effect, that the execution and delivery thereof was duly authorized, empowered and directed by the beneficiaries hereunder, and that such instrument or document is valid, binding, effective and legally enforceable. Any person dealing with the trust property or the trustee may always rely, without further inquiry, on a certificate signed by any one of the persons appearing of record to be a trustee hereunder, as to who is the trustee or the beneficiaries hereunder, or as to the authority of the trustee to act, or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the trustee, or which are in any other manner germane to the affairs of the Trust.

5.10 CONSTRUCTION AND GOVERNING LAW. The section headings used are for convenience only and shall not be resorted to for interpretation of this instrument. The law of the State of Florida shall govern the validity and interpretation of the provisions of this instrument.

5.11 DEFINITION OF "PUBLIC RECORDS". The term "Public Records" as used herein shall mean the Public Records of Collier County, Florida; provided that if this trust instrument is recorded or filed for registration in any other public office within or without the State of Florida, any person dealing with portions or all of the Trust Estate as to which documents or instrument are recorded or filed for registration in such other public office, in order to constitute notice to persons not parties thereto, may rely on the state of the record with respect to the trust in such other public office; and with respect to such portions or all of the trust property, the term "Public Records" as used herein shall mean "such other public office".

IN WITNESS WHEREOF, I hereunto sign my name to this instrument this 10th day of February, 2020.

Signed in our presence:




KENNETH D. GOODMAN, as Trustee


Type or print name of Witness No. 1



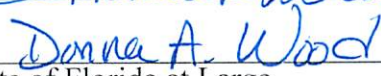

Type or print name of Witness No. 2

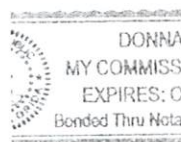
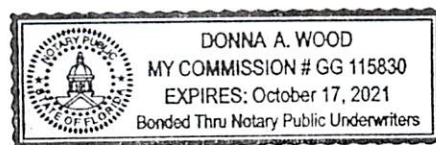
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10th day of February, 2020, by means of ☒ physical presence or ☐ online notarization, by **KENNETH D. GOODMAN**. He ☒ is personally known to me or ☐ has produced a driver's license as identification.

NOTARY PUBLIC:

Sign 

Print 
State of Florida at Large
My Commission Expires: 10/17/21



MARCO PARK TRUST

SCHEDULE OF BENEFICIAL INTERESTS

<u>Name</u>	<u>Percentage</u>
Kenneth D. Goodman	100 %

Dated: February 10, 2020.



KENNETH D. GOODMAN, Trustee

MARCO PARK TRUST

SCHEDULE OF TRUST PROPERTY

The Trust Property shall consist of _____.

Dated: February 10, 2020.

KENNETH D. GOODMAN, Trustee