

State of Florida



Department of State

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

This public document

2. has been signed by Esperanza Lopez

3. acting in the capacity of Notary Public of Florida

4. bears the seal/stamp of Notary Public, State of Florida

Certified

5. at Tallahassee, Florida

6. the Seventeenth day of July, A.D., 2014

7. by Secretary of State, State of Florida

8. No. 2014-90288

9. Seal/Stamp:



10. Signature:

Ken Detmer

Secretary of State

DSDE 99 (2/12)

This document contains a true watermark. Hold up to light to see "SAFE" and "VERIFY FIRST."

The word "VOID" appears when photocopied.

"State of Florida" appears in small letters across the face of this 8 1/2 x 11" document.

ESTADO DE LA FLORIDA
Departamento de Estado
Apostilla
(Convención de la Haya del 05 de octubre de 1961)

1. País: Estados Unidos de América

Este documento público

2. ha sido firmado por Esperanza López

3. en su capacidad de Notaria Pública de Florida

4. bajo el sello/timbre de Notaria Pública, Estado de la Florida

CERTIFICADO

5. en Tallahassee, Florida

6. el 17 de julio de 2014

7. por el Secretario de Estado, Estado de la Florida

8. N° 2014-90288

9. Sello/Timbre:

10. Firma:

Ken Detzner

Secretario de Estado

Estado de la Florida, Condado de Dade.

Al 17 de julio de 2014, certifico que el precedente documento es verdadero, exacto, completo, y constituye una copia certificada del JEFREY S. HIMMEL DECLARATION OF TRUST, documento que me fuera presentado por su custodia, Diley R. González.

La Notaria

Esperanza López

Notaria Pública, Estado de la Florida

THE JEFFREY S. HIMMEL DECLARATION OF TRUST

DATED JUNE 1, 2006

AMENDED AND RESTATED AS OF MAY 17th, 2012

DECLARATION OF TRUST, dated the 1st day of June, 2006 ("Trust")
by JEFFREY S. HIMMEL of 4 Palm Avenue, Miami Beach, Florida 33139, is hereby
Amended and Restated as of this 17th day of May, 2012, and such amendment and
restatement is effective and retroactive to the inception of the Trust on June 1, 2006.

WHEREAS, the undersigned, JEFFREY S. HIMMEL, established the Trust
hereinabove referred to and did reserve therein the right to amend the same at will;

WHEREAS, the undersigned, JEFFREY S. HIMMEL, did amend the Trust
by First Amendment executed on the 12th day of December, 2006, by Second Amendment
executed on the 14th day of April, 2009, by Amendment and Restatement of the Trust on
December 17, 2009 and by Amendment and Restatement of the Trust on November 8,
2010; and

WHEREAS, the undersigned, JEFFREY S. HIMMEL, desires to amend the
Trust as provided herein and restate the Trust in its entirety as provided herein.

NOW, THEREFORE, the Settlor, JEFFREY S. HIMMEL, hereby amends
and restates the Trust as herein provided to be effective and retroactive to the inception of
said Trust on June 1, 2006.




CERTIFICO: Que lo anterior es una fiel traducción al idioma español, según mi leal saber y entender, del texto contenido en idioma inglés, constante en dos certificados de existencia legal, que anexo a la presente traducción. Guayaquil, 09 de septiembre de 2014.

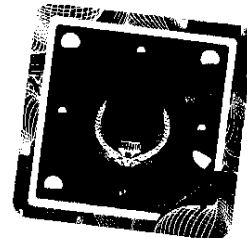
CARLOS ANDRÉS AROSEMENA
C.C. N° 0913966339

NOTARIA VIGÉSIMA OCTAVA DEL CANTÓN
GUAYAQUIL. DILIGENCIA DE AUTENTICACIÓN
DE FIRMAS De conformidad con el Num. 3ro. del
Art. 18 de la Ley Notarial. Doy Fe: Que la firma y
rubrica estampada en este documento,
corresponde a la de: Carlos Andrés Arosemena Ortega

viendo la(s) mismas(s) que constan(n) en las(s)
Cédula(s) de Ciudadanía No. (s) 0913966339

Guayaquil, 12 SEP 2014

 María Córdova López
NOTARIA VIGÉSIMA OCTAVA
CANTÓN GUAYAQUIL



JEFFREY S. HIMMEL desires to establish a trust for the benefit of himself and others on the terms and conditions hereinafter set forth.

JEFFREY S. HIMMEL (who, in his individual capacity as the creator of the trust established hereby, is sometimes called the "Settlor" of this declaration), hereby declares himself as Trustee in and to the assets held in the name of the Trust, and such Trustee for himself and his successors, acknowledges receipt of that property and further declares that the Trustee shall hold, invest, reinvest and otherwise deal with that property and other property as may be given, devised or otherwise transferred to the Trustee for the purposes of this declaration. The assets held in the name of the Trust as of the date hereof, together with such other property as may be given, devised or otherwise transferred to the Trustee for the purposes of this declaration, and the proceeds and investments thereof from time to time held hereunder are collectively referred to in this declaration as the "trust estate."

The trust provided for in this declaration during the life of JEFFREY S. HIMMEL may be referred to as **"The Jeffrey S. Himmel Declaration of Trust."**

The Settlor reserves the right, from time to time, by instrument signed and acknowledged by the Settlor and delivered to the Trustee, to revoke this declaration and the trusts created hereby, in whole or in part, or to amend any of the provisions of this declaration of trust as more fully provided in Article SEVENTEENTH herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Trustee agrees to hold all of such assets, IN TRUST, for



the following uses and purposes and subject to the terms and conditions hereinafter set forth:

FIRST:

A. During the Settlor's lifetime, the Trustee shall hold the trust estate for the primary benefit of the Settlor as provided in this Article FIRST. Unless otherwise directed by the Settlor, the Trustee shall hold, manage, invest and reinvest the trust principal, collect the income therefrom and shall pay or apply all of the net income to or for the benefit of the Settlor at least annually. The Trustee may pay or apply so much of the principal of this trust to or for the benefit of the Settlor, including the entire amount thereof, at any time or from time to time, as the Trustee shall decide in the Trustee's absolute discretion for the Settlor's maintenance, welfare, comfort and happiness.

B. Notwithstanding the provisions of Paragraph A, if at any time the Settlor shall become unable to handle Settlor's own affairs (as determined in accordance with the provisions of Article TWENTY-FIRST, Paragraph D), the Trustee is hereby authorized to withhold from the Settlor all or any part of the income from the trust which could properly be paid to him and may add any income not so distributed to the principal of this trust and accumulate the same as part thereof or may pay or apply for the benefit of Settlor's wife and children so much of the principal of the trust as the Trustee shall deem in the Trustee's absolute discretion, equally or unequally, proportionately or disproportionately.

A handwritten signature, possibly reading "J. S. H.", is written in the right margin of the page.

C. The discretionary powers over the distribution of income and principal granted to the Trustee by the foregoing provisions of this Article FIRST shall be exercised in such a manner as the Trustee shall believe will serve the best interests of the Settlor and, to the extent that the Trustee shall deem appropriate, the current interests of the members of Settlor's family, rather than for remainder or other successor interests.

D. Upon Settlor's death, the Trustee shall deal with the trust estate as hereinafter provided.

SECOND: Upon the death of Settlor, all of the tangible personal property which comprise part of the trust estate (if any) shall be distributed by the Trustee to Settlor's wife, PATRICIA ANTON HIMMEL, or if she shall not be surviving to PATRICIA's children, LEO, EDMUNDO, ALE and PATU, in equal shares or all to the survivor of such children. If all of the beneficiaries described in this Article SECOND shall not be surviving, the distribution in this Article SECOND shall lapse and shall be added to the residuary trust estate for distribution as provided in Article FIFTH hereof.

THIRD: Upon the death of Settlor, the Trustee shall distribute any interest in the real property located at 4 Palm Avenue, Miami Beach, Florida 33139 and any interest in the real property located at Urbanizacion El Rio #171 Samborondon Guayaquil, Ecuador, along with any building and other improvements erected thereon and any insurance relating thereto, or any interest in any entity holding an interest in the aforesaid real property, to the Settlor's wife, PATRICIA ANTON HIMMEL, outright. If Settlor's wife, PATRICIA, shall not be surviving, the distribution set forth in this Article THIRD shall lapse and shall



be added to the residuary trust estate for distribution as provided in Article FIFTH hereof. If the trust estate shall not be comprised of any interest in either of the aforesaid real properties or any interest in any entity holding an interest in either of the aforesaid real properties at the time of Settlor's death, the aforesaid distribution is deemed with respect to such real property.

FOURTH:

A. Upon the death of Settlor, if the Settlor's wife, PATRICIA ANTON HIMMEL, shall survive the Settlor, the Trustee shall hold an amount equal to the "Marital Trust", as hereinafter defined, IN TRUST, shall manage, invest and reinvest the same, shall collect the income therefrom and shall pay or apply the net income and the principal thereof in accordance with the provisions of this Article FOURTH.

B. The Marital Trust shall be an amount equal to (i) the largest amount that can pass free of Federal estate tax by reason of the applicable credit amount (unified credit) as referred to in Section 2010 of the Code, as allowable to Settlor's estate, less (ii) the value of any property (reduced by the amount of any liens or encumbrances which pass with such property) included in Settlor's estate and passing pursuant to other provisions of this declaration of trust or otherwise and which do not qualify for the Federal marital or charitable deduction, less (iii) the amount of any administration expenses claimed as income tax deductions rather than estate tax deductions, and any state death taxes which are not deducted in computing Settlor's Federal estate tax. In the event that there is no Federal estate tax in effect under the Code at the time of Settlor's death, then the Marital Trust shall

be an amount equal to the entire residuary trust estate, and in such circumstances, the distribution in Article FIFTH hereof shall abate entirely. In computing the Marital Trust, Settlor directs that the values, amounts and credits as finally determined for Federal estate tax purposes shall control, or if there is no Federal estate tax in effect at the time of Settlor's death, as finally determined for death tax purposes under the law of the state of Settlor's domicile. In satisfying the Marital Trust, Settlor authorizes the Trustee to use cash or other property or a combination thereof and Settlor directs that any such other property so used shall, for the purpose of satisfying the Marital Trust, be valued as of the date of its distribution. If the Trustee uses property other than cash in satisfying this legacy, Settlor authorizes the Trustee to use such property as the Trustee, in the Trustee's absolute discretion, shall select irrespective of whether or not the Federal income tax basis of the property so selected is representative of the aggregate unrealized gain or loss for Federal income tax purposes of all of the property in Settlor's estate at the time or times of distribution.

C. The Trustee shall hold, manage, invest and reinvest the principal of the Marital Trust, collect and receive the income therefrom and shall pay or apply all of the net income in convenient installments at least quarter annually to PATRICIA or for PATRICIA's benefit during her life. The Trustee shall be authorized to pay or apply for the benefit of Settlor's wife, PATRICIA, all or any part of the principal of the Marital Trust as the Trustee shall in the Trustee's absolute discretion deem advisable. The Trustee shall have



sole and absolute discretion to determine the time, manner, amounts, necessity or desirability of making any discretionary payment or application of principal.

D. Upon the death of Settlor's wife, PATRICIA, if she shall survive the Settlor, any income received or accrued by the Marital Trust prior to the time of PATRICIA's death and not paid to her shall be paid to her personal representative as part of her estate. Upon the death of Settlor's wife, PATRICIA, if she shall survive the Settlor, or upon Settlor's death if his wife, PATRICIA, should disclaim all or any portion of the Marital Trust, the Trustee shall divide the then remaining principal of the Marital Trust or such portion of the Marital Trust into such number of equal shares so that there shall be one such equal share with respect to each of PATRICIA's children, LEO, EDMUNDO, ALE and PATU, then living at such time and one such equal share with respect to each such child of PATRICIA not then living but who shall have left issue then living, with any such deceased child's share being divided for his or her then living issue, per stirpes. Each such share for a then living child of PATRICIA shall be paid, transferred and distributed outright to such child and each such subshare for a deceased child's issue shall be held by the Trustee, IN TRUST, as provided in Paragraph D of Article FIFTH hereof.

E. If the Settlor's wife, PATRICIA, shall predecease the Settlor, then the bequest of the Marital Trust in this Article FOURTH shall lapse.

FIFTH:

A. Upon the death of Settlor, after making or providing for all distributions in Articles SECOND, THIRD and FOURTH hereof and all payments of

Estate Charges as set forth in Article EIGHTH hereof, the Trustee shall distribute the balance of the trust estate (the "residuary trust estate") to Settlor's wife, PATRICIA, outright.

B. Upon Settlor's death if his wife, PATRICIA, shall predecease the Settlor, or upon Settlor's death if his wife, PATRICIA, should disclaim all or any portion of the residuary trust estate, the Trustee shall dispose of the residuary trust estate or such portion of the residuary trust estate as follows:

(I) Sixty (60%) percent thereof shall be divided into such number of equal shares so that there shall be one such equal share with respect to each child of the Settlor, ANDREA HIMMEL and DAVID HIMMEL, then living at such time and one such equal share with respect to each such child of the Settlor not then living but who shall have left issue then living, with any such deceased child's share being divided for his or her then living issue, per stirpes. Each such share for a then living child of the Settlor shall be paid, transferred and distributed outright to such child and each such subshare for a deceased child's issue shall be held by the Trustee, IN TRUST, as provided in Paragraph C of this Article FIFTH.

(II) Forty (40%) percent thereof shall be divided into such number of equal shares so that there shall be one such equal share with respect to each of PATRICIA's children, LEO, EDMUNDO, ALE and PATU, then living at such time and one such equal share with respect to each such child of

PATRICIA not then living but who shall have left issue then living, with any such deceased child's share being divided for his or her then living issue, per stirpes. Each such share for a then living child of PATRICIA shall be paid, transferred and distributed outright to such child and each such subshare for a deceased child's issue shall be held by the Trustee, IN TRUST, as provided in Paragraph D of this Article FIFTH.

C. Whenever the Trustee is directed to hold the subshare of the issue of a deceased child of the Settlor, IN TRUST, pursuant to this Paragraph C, such subshare shall be administered as follows:

(I) The Trustee shall manage, invest and reinvest each subshare herein determined and shall hold each such subshare as a separate trust. The Trustee shall have the discretion to pay income or invade principal from each such trust to or for the benefit of the beneficiary thereof, including the entire amount of either income or principal thereof, at any time, or from time to time, as the Trustee in his absolute discretion deems advisable. In lieu thereof, the Trustee may add any income to the principal of each such trust and accumulate the same as part thereof. The Trustee shall have the sole and absolute discretion to determine the time, manner, amounts, necessity or desirability of making any discretionary payment or application of either income or principal from each such trust. Notwithstanding the foregoing, the Trustee shall pay, transfer or distribute absolutely to each such beneficiary



for whom a trust shall be held, (i) one-half (1/2) of the then value of the principal and undistributed income of such trust upon such beneficiary attaining the age of thirty-five (35) years; and (ii) upon such beneficiary attaining the age of forty (40) years, the trust held for his or her benefit shall terminate and the Trustee shall pay, transfer or distribute to such beneficiary the entire balance of principal and undistributed income then remaining from his or her trust.

(II) Should any issue of a child of the Settlor die prior to complete distribution of his or her trust (determined as provided Subparagraph (I) above as of the date of his or her death), the undistributed balance of such issue's trust shall be held in separate trusts for the benefit of his or her then living issue, per stirpes, or in default of such issue for the then living issue of the child of the Settlor who was the ancestor of such deceased beneficiary, per stirpes, or if there be none, shall be divided for Settlor's then living issue, per stirpes. Each such share for a then living child of the Settlor shall be paid, transferred and distributed outright to such child and each such subshare for a deceased child's issue shall be held by the Trustee, IN TRUST, as provided in this Paragraph C.

D. Whenever the Trustee is directed to hold the subshare of the issue of a deceased child of PATRICIA, IN TRUST, pursuant to this Paragraph D, such subshare shall be administered as follows:



(I) The Trustee shall manage, invest and reinvest each subshare herein determined and shall hold each such subshare as a separate trust. The Trustee shall have the discretion to pay income or invade principal from each such trust to or for the benefit of the beneficiary thereof, including the entire amount of either income or principal thereof, at any time, or from time to time, as the Trustee in his absolute discretion deems advisable. In lieu thereof, the Trustee may add any income to the principal of each such trust and accumulate the same as part thereof. The Trustee shall have the sole and absolute discretion to determine the time, manner, amounts, necessity or desirability of making any discretionary payment or application of either income or principal from each such trust. Notwithstanding the foregoing, upon such beneficiary attaining the age of forty (40) years, the trust held for his or her benefit shall terminate and the Trustee shall pay, transfer or distribute to such beneficiary the entire balance of principal and undistributed income then remaining from his or her trust.

(II) Should any issue of a child of the Settlor's wife, PATRICIA, die prior to complete distribution of his or her trust (determined as provided Subparagraph (I) above as of the date of his or her death), the undistributed balance of such issue's trust shall be held in separate trusts for the benefit of his or her then living issue, per stirpes, or in default of such issue for the then living issue of the child of PATRICIA who was the ancestor of such deceased

beneficiary, per stirpes, or if there be none, shall be divided for PATRICIA's then living issue, per stirpes. Each such share for a then living child of PATRICIA shall be paid, transferred and distributed outright to such child and each such subshare for a deceased child's issue shall be held by the Trustee, IN TRUST, as provided in this Paragraph D.

SIXTH:

A. If at any time any trust created pursuant to this declaration of trust shall hold stock of an "S Corporation" as defined under Section 1361 of the Code and such trust does not qualify as a permitted shareholder of an S Corporation then, notwithstanding any provision to the contrary contained herein, Settlor directs the Trustee to divide and set apart the principal of any such trust into two or more separate trusts (the "subtrusts") so that one or more of such subtrusts shall hold the stock of the S Corporation and be governed by the provisions of this Article SIXTH and each other subtrust shall hold the property other than stock of an S Corporation and shall be governed by the other provisions of this declaration of trust relating to such trust.

B. The Trustee shall be required to treat the subtrusts which hold S Corporation stock in such a manner as to qualify such subtrust as an "electing small business trust", as such term is defined in Section 1361(e) of the Code, or any successor provision, or as a "qualified subchapter S trust," as such term is defined in Section 1361(d) of the Code, or any successor provision. If the Trustee decides to treat the subtrusts which



hold S Corporation stock as a qualified subchapter S trust, then the following provisions shall apply:

(I) During the life of the beneficiary (the "current income beneficiary"), there shall be only one current income beneficiary of the subtrust within the meaning of Section 1361(d)(3)(A) of the Code.

(II) During the life of the current income beneficiary, distributions of income or principal from the subtrust shall be made only to the current income beneficiary within the meaning of Section 1361(d)(3)(A) of the Code.

(III) The income interest of the current income beneficiary in the subtrust will terminate on the earlier of the death of the current income beneficiary or the termination of the subtrust.

(IV) If the subtrust terminates during the life of the current income beneficiary, all remaining assets of the subtrust, including any accumulated and undistributed income, shall be distributed to the current income beneficiary.

(V) All the income of the subtrust as defined in Section 643(b) of the Code shall be distributed currently to the current income beneficiary (within the meaning of Section 1361(d)(3)(B) of the Code).

C. The Trustee shall file an election under Section 1361(e)(3) of the Code with respect to an electing small business trust or with the consent of the beneficiary



under the Section 1361(d)(2) of the Code with respect to a qualified subchapter S trust, as the case may be, for treatment of any subtrust created pursuant to Paragraph A of this Article SIXTH for S Corporation stock as a permitted shareholder of an S Corporation.

D. Upon the death of the income beneficiary of any subtrust created pursuant to Paragraph A of this Article SIXTH at a time when the subtrust holds S Corporation stock, the dispositive provisions of the other provisions of this declaration of trust governing such trust shall apply; provided, however, to the extent such dispositive provisions result in the S Corporation stock being held by a trust or subtrust, this Article SIXTH shall be applied to such trust or subtrust so that it shall meet all applicable provisions relating to and qualify as a permitted shareholder of an S Corporation.

E. If any subtrust created under this Article SIXTH, at any time, no longer holds stock of an S Corporation, the subtrusts created under this Article SIXTH may be merged into the trusts created under the otherwise applicable provisions of this Will.

SEVENTH: If at any time any income beneficiary or remainderman should die and the provisions of this declaration of trust do not otherwise provide how the remaining property shall be disposed, such remaining property shall be distributed to Settlor's spouse, PATRICIA, or if PATRICIA shall not be surviving then as provided in Subparagraphs (I) and (II) of Paragraph B of Article FIFTH of this declaration of trust.

EIGHTH:

A. It is the Settlor's desire that the Trustee and the Personal Representative of the Settlor's Will shall cooperate in such a way as to facilitate the prompt

completion of the administration of the probate estate of the Settlor and the carrying out of the purposes of this declaration of trust. The Settlor specifically authorizes the Trustee to purchase property from, to lend money to, and otherwise to deal with, the Settlor's Personal Representative on such terms and conditions as the Trustee shall deem advisable, and the Settlor directs that the propriety of any transactions to which the Trustee and the Settlor's Personal Representative may be parties or in which they may be interested shall not in any way be affected by the fact that a Personal Representative of the Settlor's Will may be a Trustee hereunder.

B. The Trustee may pay from the trust estate any part or all of the claims and debts of the Settlor's estate, including but not limited to, expenses of last illness, funeral expenses and marker, as well as lawful debts, together with all estate, inheritance, succession and other death taxes (including interest and penalties thereon, if any) and/or all or part of the costs of the administration of the Settlor's estate (collectively, "Estate Charges"). Even though one or more of the same persons or the same institution or both may be acting as a Trustee and as the Settlor's Personal Representative, the Trustee is authorized to rely conclusively upon the Personal Representative's certification of (1) estimation for all death taxes imposed upon the Settlor's estate, and (2) the amount, if any, required to satisfy any claims and debts of the Settlor's estate. The Trustee may (but is not required to) determine the accuracy or propriety of any amount or sum so certified, see to the application of any sum paid or of other property delivered to the Settlor's Personal Representative or withhold distribution of any asset, except as may be limited by other sections of this instrument.

Notwithstanding anything to the contrary contained herein, in the event sufficient property is not available in the hands of the Personal Representative for the full satisfaction of the Settlor's Estate Charges, the Trustee is hereby directed on the death of the Settlor to pay from the trust estate to or as directed by the Personal Representative such amounts, if any, as the Personal Representative shall from time to time requisition for the full satisfaction of the Settlor's Estate Charges. All amounts which the Trustee shall be required to pay pursuant to the foregoing provisions of this Article or amounts which the Trustee may pay pursuant to the foregoing provisions of this Article shall except as otherwise specifically provided in this declaration of trust, be paid from the trust estate as if they were expenses of administration, without apportionment against the interest of any beneficiary hereunder; provided, however, all estate, inheritance, succession, transfer or other death taxes (excluding any additional tax imposed by Section 2032A of the Code or any generation-skipping transfer tax) payable to any domestic or foreign taxing authority with respect to all property taxable by reason of Settlor's death (collectively, "Estate Taxes") shall be paid from the Marital Trust, or if the assets of the Marital Trust shall be insufficient for the payment of such Estate Taxes, then the remaining unpaid Estate Taxes shall be paid from the trust estate as an administrative expense, without apportionment. Any generation-skipping tax imposed with respect to a direct skip shall be charged against and paid from the property transferred by such direct skip. The Trustee shall have no obligation to pay any generation-skipping tax in respect of any taxable termination or taxable distribution which shall occur by reason of Settlor's death.



C. If at any time there shall be in existence a trust under this declaration or any other trust created by the Settlor during his life or by his Will or created by Settlor's wife during her life or by her Will for the benefit of the same person or persons and on substantially similar terms, the Settlor authorizes the Trustee, in the Trustee's absolute discretion, either to pay over the entire principal of the trust under this declaration to the trustee of any other such trust as an addition to the principal of such other trust, or to receive from the trustee of any other such trust the principal of that trust as an addition to the principal of the trust under this declaration.

D. By the Settlor's Will, the Settlor has granted to the Settlor's Personal Representative, in the absolute discretion of the Personal Representative, the right to determine how the Settlor's "GST Exemption" under Section 2631 of the Code shall be allocated among any property which the Settlor shall have transferred during his life and as to which the Settlor shall not have made an allocation of his GST exemption. In order to give effect to any such allocation by the Personal Representative, the Settlor authorizes the Trustee, from time to time and in the Trustee's absolute discretion, to (a) elect to divide and set apart the principal of any trust hereunder (the "divided trust") into two or more separate trusts (the "subtrusts") so that one or more of such subtrusts shall have an inclusion ratio (as defined in Section 2642(a) of the Code) of zero, and each other subtrust shall have an inclusion ratio of one, each such subtrust to be governed by the provisions of this declaration applicable to the divided trust (except that the Trustee may, in the Trustee's absolute discretion, determine from which subtrust any payment shall be made to any



person, including any taxing authority, who would have been authorized or entitled to receive any payment from the trust had it not been divided), and (b) combine later two or more of the subtrusts established from a divided trust. Any such determination and any exercise or inexercise of any such election shall be conclusive and binding on all persons having any interest in the Settlor's estate or any trust hereunder, and neither the Settlor's Personal Representative nor the Trustee shall be liable for any act or omission in connection with any such determination or election.

NINTH: Except with respect to Settlor during his life, no person interested in any trust hereunder shall have any power to dispose of or in any manner encumber or charge by way of anticipation or otherwise any principal or income of any trust under this declaration; nor shall any principal or income of any trust hereunder be liable or chargeable for any debt or liability of any beneficiary prior to the actual receipt thereof by such beneficiary.

TENTH: If any person shall die within ninety (90) days of the death of the income beneficiary of any trust hereunder, such person shall be conclusively deemed to have predeceased such income beneficiary for the purposes of all provisions of this declaration.

ELEVENTH: Without limitation of the powers conferred by statute or general rules of law, the Trustee is specifically authorized and empowered with respect to any property held by the Trustee:

A. To retain any property transferred to the trust so long as the Trustee in the Trustee's absolute discretion shall deem it advisable to do so;

B. To invest and reinvest any funds in any stocks, bonds, or other securities, partnerships (general or limited), limited liability companies, interests, ventures or property, real or personal, notwithstanding that such investments may not be of the character allowed to trustees by statute or general rules of law and without any duty to diversity investments, the intention hereof being to give the broadest investment powers and discretion to the Trustee and allowing Trustee to invest on margin and the like;

C. To sell (at public or private sale without application to any court) or otherwise dispose of any property, real or personal, for cash or upon credit, in such manner and on such terms and conditions as the Trustee may deem advisable and no person dealing with him shall be bound to see to the application of any moneys paid;

D. To manage, operate, repair, improve, mortgage and lease any real estate for any period (whether expiring before or after the termination of any trust created hereunder) or to sell, convey, grant or encumber both the legal and beneficial interest in any real estate;

E. To drill, explore, mine, develop and otherwise exploit any oil and gas or other mineral interests at any time held by the Trustee; and in connection therewith, where the property is owned with others, to rely upon or adopt any recommendation of the person determined by the Trustee to be the operator of such property, to join with other owners at any time in the reorganization of any property and in the selection of an operator and in the delegation to such operator of any and all authority and powers with respect to

the exploitation of such property. The Trustee shall have no duty to make an independent investigation of any recommendation by an operator;

F. To treat the receipts from any oil and gas or other mineral interests at any time held by the Trustee or held by a partnership or joint venture to which it became a part, in whole or in part, as principal or as income as the Trustee, in the Trustee's sole and absolute discretion, shall determine;

G. To employ such accountants, custodians, investment advisors, counsel and other persons as the Trustee may deem advisable in the administration of any trust hereunder and to pay them such compensation as the Trustee may deem proper, notwithstanding that a Trustee may be a member of, or otherwise connected with, such firm;

H. To determine in their discretion whether a premium paid for any investment shall be a charge against income;

I. To employ any securities or brokerage firm in the purchase or sale of stocks, bonds or other securities, interests or property for the account of the trust and to pay such firm such brokerage commissions in connection therewith as the Trustee may deem proper, notwithstanding that a Trustee may be a member of, or otherwise connected with, such firm;

J. To distribute in cash or in kind or partly in cash and partly in kind upon any distribution of principal of any trust hereunder;



K. To the extent permitted by law, to consolidate and commingle the assets of the respective trusts created hereunder and the assets held under any will or other trust agreement of the Settlor or any member of his family for convenience of administration and investment as an undivided whole, provided that no such undivided holding shall be deemed to defer or postpone the vesting or distribution of any property so held or relieve the Trustee of the obligation to maintain separate books and records with respect to each trust created hereunder;

L. To purchase from the principal of the trust, assets of the estate of the Settlor at fair value, to make secured or unsecured loans of the funds of the trust to the Personal Representative under the Settlor's Will for the Personal Representative's use in discharging obligations of the Settlor's estate. The Trustee shall incur no liability as a result of such purchase or purchases whether or not such assets constitute investments which may be legally made by trustees. The Trustee may retain any assets purchased from the estate of the Settlor for as long as the Trustee in the Trustee's sole and absolute discretion deems advisable, and the Trustee shall incur no liability by reason of such retention or of a decline in value of such assets. The propriety of the purchase or loan and the nature, terms and amount shall be within the sole and absolute discretion of the Trustee who shall be free from any liability which results from such purchase or loan;

M. To cause to be registered in the name of a nominee or nominees of the Trustee, without qualification or description, any securities at any time held hereunder or to take and keep any such securities unregistered and to retain them in such condition that the

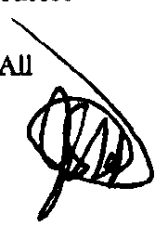
Trustee will pass by delivery; and to hire and maintain a vault for the safekeeping of any securities;

N. In respect of any securities forming part of any trust created hereby to vote upon any proposition or election at any meeting, and to grant proxies, discretionary or otherwise, to vote at any such meeting; to join in or become a party to any reorganization, readjustment, merger, voting trust, consolidation or exchange, and to deposit any such securities with any committee, depository, trustee or otherwise and to pay out of any trust created hereby any fees, expenses and assessments incurred in connection therewith; to exercise conversion, subscription or other rights or to sell or abandon such rights, and to receive and hold any new securities issued as a result of any such reorganization, readjustment, merger, voting trust, consolidation exchange or exercise of conversion, subscription or other rights; and, generally, to take all action in respect of any such securities as he might or could do as absolute owner thereof;

O. To exercise all power and authority, including any discretion, conferred in this declaration of trust after the termination of any trust created herein and until the same is fully distributed;

P. In general, to exercise all powers in the management of the trust estate which any individual could exercise in the management of property owned in his own right.

TWELFTH: All sums received by the Trustee representing interest accrued or dividends declared but unpaid on securities at the time of the delivery thereof to the Trustee hereunder shall be considered by the Trustee as income and disposed of accordingly. All



liquidating dividends received by the Trustee shall be disposed of in accordance with the law from time to time in effect. All dividends and other distributions payable in shares of the issuing corporation or association and rights to subscribe to securities of the issuing corporation or association or any other corporation or association shall be solely principal. Distributions made by a regulated investment company from ordinary income shall be solely income and all other distributions made by such a company shall be solely principal. All other dividends shall be treated solely as income.

THIRTEENTH:

A. Settlor hereby nominates himself as sole Trustee. In the event Settlor shall be unable or unwilling to serve as Trustee for any reason, Settlor hereby appoints his wife, PATRICIA ANTON HIMMEL, and his attorney, BRENDA M. CRANDELL, as successor Trustees of all trusts created pursuant to this declaration of trust agreement. In the event that BRENDA M. CRANDELL shall be unable or unwilling to serve as a Trustee for any reason, Settlor nominates and appoints his attorney, MARTIN M. GOLDWYN, as her successor. In the event that MARTIN M. GOLDWYN shall be unable or unwilling to serve, then BRENDA M. CRANDELL shall have the right to appoint one or more successor Trustee(s) to serve in her place and stead. Settlor directs that a current beneficiary of any such trust (other than the Settlor) shall not serve alone as a Trustee. In the event a successor Trustee or Co-Trustee is needed or desired and one is not designated herein or is designated and fails or ceases to act, the provisions of Paragraph E of this Article must be used to appoint a successor Trustee.

B. Notwithstanding the provisions of Paragraph A of this Article THIRTEENTH, Settlor appoints his attorney, BRENDA M. CRANDELL, and his children, ANDREA HIMMEL and DAVID HIMMEL, or the survivor of such children, as Trustees of the trusts administered pursuant to Paragraph C of Article FIFTH of this declaration of trust agreement for the benefit of Settlor's issue. In the event that BRENDA M. CRANDELL shall be unable or unwilling to serve as a Trustee for any reason, Settlor nominates and appoints his attorney, MARTIN M. GOLDWYN, as her successor. In the event that MARTIN M. GOLDWYN shall be unable or unwilling to serve, then BRENDA M. CRANDELL shall have the right to appoint one or more successor Trustee(s) to serve in her place and stead. Settlor directs that a current beneficiary of any such trust shall not serve alone as a Trustee. In the event a successor Trustee or Co-Trustee is needed or desired and one is not designated herein or is designated and fails or ceases to act, the provisions of Paragraph E of this Article must be used to appoint a successor Trustee.

C. Notwithstanding the provisions of Paragraph A of this Article THIRTEENTH, Settlor appoints his attorney, BRENDA M. CRANDELL, and his stepson, EDMUNDO KRONFLE ANTON, as Trustees of the trusts administered pursuant to Paragraph D of Article FIFTH of this declaration of trust agreement for the benefit of the issue of Settlor's wife, PATRICIA ANTON HIMMEL. In the event that BRENDA M. CRANDELL shall be unable or unwilling to serve as a Trustee for any reason, Settlor nominates and appoints his attorney, MARTIN M. GOLDWYN, as her successor. In the event that MARTIN M. GOLDWYN shall be unable or unwilling to serve, then BRENDA



D. The Trustee acting hereunder may resign and be discharged from the trust created hereunder by giving, personally or by mail, written notice of resignation, duly acknowledged to the income beneficiary of each trust hereunder (or if any such beneficiary shall be a minor, to either of his or her parents or to the guardian of his or her property). Such notice shall specify the date when such resignation shall take effect, which date (except as the persons entitled to such notice shall otherwise consent) shall be at least thirty (30) days after the service or mailing thereof.

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of appointment may specify the commissions of the successor so appointed. All provisions of this declaration of trust shall apply to any successor Trustee as if originally named herein.

F. In case the Trustee at any time acting hereunder shall for any reason cease so to act, the retiring Trustee or his personal representative, as the case may be, shall upon the effective date of his resignation or, upon his death, his personal representative, shall turn over the trust estate or any portion of it under his control to the Trustee who shall thereafter be acting hereunder and shall execute and deliver all instruments which may be deemed necessary to effectively vest title in such Trustee.

G. Any corporate or institutional trustee acting hereunder shall receive by way of commission no less than the minimum commission payable to a sole trustee and computed in accordance with the express policy of such corporate or institutional trustee in effect from time to time.

H. Any designation made as above provided may be revoked by the maker thereof at any time prior to the happening of the event upon which such designation is to become effective and a new designation shall be made as hereinabove provided. Upon the happening of the event upon which any such designation is to become effective and upon qualifying as hereinafter provided any such individual or corporation shall become Trustee hereunder as though originally named herein.

I. Any successor Trustee appointed as provided in this Article shall qualify as such by delivering written acceptance of the trust to the income beneficiary of



each trust hereunder or, if any such beneficiary shall be a minor, to either of his or her parents or to the guardian of his or her property.

J. No bond shall be required of the original Trustee hereunder or of any successor Trustee.

K. If at any time more than one Trustee shall be serving in such capacity, all decisions of the Trustees of such trust shall be made by a vote of a majority of the Trustees then serving in such capacity entitled to vote on such matter.

L. No individual who is both a Trustee and beneficiary of any trust hereunder (other than Settlor) shall have the power or authority to make any discretionary distributions of principal or income to himself or for his benefit, for the purpose of discharging his support or other legal obligations to, or for the benefit of, a trust beneficiary or to make discretionary invasions or allocations in his own favor or for his benefit. This provision shall also apply to any individual who is a Trustee of any trust hereunder even if such Trustee is not a beneficiary, to preclude such Trustee from making distributions of principal or income for the purposes of discharging the Trustee's support obligation to or for the benefit of a trust beneficiary.

FOURTEENTH: All estates, powers, trusts, duties and discretion herein created or conferred upon the Trustee shall extend to any successor Trustees who may be acting at any time hereunder whether or not named herein.

FIFTEENTH: The Trustee, in the Trustee's discretion, may at any time render an account of his proceedings with respect to each trust hereunder to all persons entitled to



income during the accounting period (or, if any such person shall have died during or after the accounting period, to his or her personal representative), and to the persons among whom the principal of the trust estate is to be or has been distributed by the Trustee if such trust has terminated, or if such trust has not terminated, to the persons to whom the principal of the trust would be distributed were it then to terminate; provided, however, that if any person to whom an account would be so rendered shall be under a legal disability, such account may instead be rendered to either of such person's parents or to any guardian of his or her property. If approved in writing by the parties to whom such account shall have been rendered as above provided, such account shall be final, binding and conclusive upon all persons who may then or thereafter have any interest in such trust.

SIXTEENTH: If any principal or income of the trust estate shall become payable outright to a minor, the Trustee shall have absolute discretion either to: (1) pay over such principal or income at any time to the guardian of the property of such minor appointed in any jurisdiction, (2) to pay over to a custodian for such minor (including the Trustee) then acting or designated by the Trustee under the Uniform Gifts or Transfers to Minors Act of any state (in which event the Trustee shall be authorized to direct that the property shall be held under such custodianship until the minor reaches age twenty-one), or (3) to retain the same for such minor during minority. In case of such retention the Trustee may apply such principal or income to the support, health, maintenance or education of such minor irrespective of any other resources of such minor or his or her parents. Any such application may be made either directly or by payments to such guardian of the property or

to the person with whom such minor may reside, in any case without requiring any bond. The receipt of any such person shall be a complete discharge to the Trustee who shall not be bound to see to the application of any such payment. Any such principal or income so retained and any income therefrom which is not applied under the provisions of this Article shall be paid over to such beneficiary upon attaining majority or, if he or she shall sooner die, to his or her estate. In holding any property for any minor the Trustee shall have all the powers and discretion herein conferred. Subject to the provisions of this Article the retention of any funds hereunder shall not preclude the Trustee from receiving any commissions to which the Trustee would have been entitled for paying out principal had such funds been distributed.

SEVENTEENTH: The Settlor reserves the right from time to time by instrument signed and acknowledged by the Settlor and delivered to the Trustee(s), to revoke this declaration and the trusts created hereby, in whole or in part, or to amend any of the provisions of this declaration of trust; provided, however, that no amendment shall be effective to increase the duties, powers or responsibilities of the Trustee without the written consent of the Trustee (except such written consent shall not be required in the event Settlor is the sole Trustee). The rights reserved by the Settlor pursuant to the foregoing provisions of this Article shall be personal to the Settlor and shall not be exercisable by his guardian or other legal representative.

EIGHTEENTH: A beneficiary (other than Settlor) of any trust created pursuant to this declaration of trust shall have no right or power to alienate, dispose of, anticipate or

changed by the Trustee without bond and without court approval (unless such court approval is required by law). In the event court approval is required in order for the Trustee to change the situs of this trust or any subtrust created hereby, the court should accept the determination of the Trustee as to such change in situs even if the beneficiaries disagree. Upon any change of situs as herein provided, the administration of the trust or subtrust, as the case may be, shall be administered in and construed, governed and regulated under the law of the new situs.

TWENTY-FIRST:

A. Whenever necessary or appropriate in the interpretation of this declaration of trust agreement, the masculine, feminine and neuter genders shall be interchangeable, shall be deemed to be synonymous with each other and the singular shall include the plural and vice versa.

B. Any reference in this declaration to a section of the Internal Revenue Code ("Code") shall be deemed to refer to that section of the Internal Revenue Code of 1986 as in effect on the date of this declaration, or corresponding provisions of any subsequent Federal tax laws which shall be in effect at the relevant time.

C. The term "descendants", "issue" or words of similar import refer only to children born of marriages of the person or persons referred to and to children who are legally adopted by such persons, and shall include those born after the date of this declaration unless otherwise specifically provided herein.



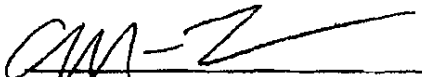
STATE OF FLORIDA)
) ss.:
COUNTY OF Miami-Dade

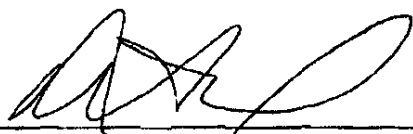
I, JEFFREY S. HIMMEL, declare to the officer taking my acknowledgement of this instrument, and to the subscribing witnesses, that I signed this instrument as my Declaration of Trust.


Jeffrey S. Himmel, Settlor

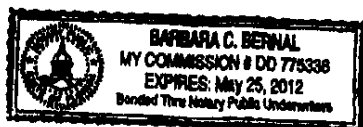
we, Misael Lima and Traida Seco,

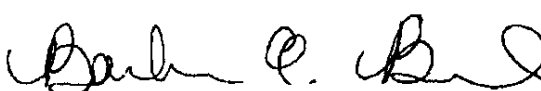
have been sworn by the officer signing below, and declare to that officer on our oaths that the Settlor declared the instrument to be his Declaration of Trust and signed it in our presence and that we each signed the instrument as a witness in the presence of the Settlor and of each other.


Witness


Witness

ACKNOWLEDGED and SUBSCRIBED before me by JEFFREY S. HIMMEL, the Settlor, who is personally known to me, or who produced Florida Drivers License as identification and sworn to and subscribed before me by the witnesses, Misael Lima, who is personally known to me or who produced _____ as identification, and Traida Seco, who is personally known to me or who produced _____ as identification, and subscribed by me in the presence of the Settlor and the subscribing witnesses, all on May 17, 2012.




Signature of Notary Public
Barbara C. Bernal
Print Name of Notary Public



STATE OF FLORIDA
COUNTY OF Dade

On this 17 day of July, 2014
I attest that the preceding or attached
Document is a true, exact, complete,
And unaltered photocopy made by
Me of Declaration of Trust
Presented to me by the document's
Custodian Diley R. Gonzalez


NOTARY

