

This instrument prepared by  
and please return to:

H. BART FLEET  
1104 Eglin Pkwy.  
Shalimar, FL 32579

850-651-4006

\*\*\*\*\*[space above this line for recording information]\*\*\*\*\*

### MISSISSIPPI CERTIFICATE OF TRUST AGREEMENT

The undersigned hereby declares that he has established a revocable trust, as follows:

NAME OF TRUST: Richard Veldman Revocable Trust

NAME, STREET AND MAILING ADDRESS OF THE TRUSTEE:

Richard Veldman  
1401 Baytowne Avenue E.  
Destin, FL 32550

STREET AND MAILING ADDRESS OF THE OFFICE OF THE TRUST:

1401 Baytowne Avenue E.  
Destin, FL 32550

NAME, STREET AND MAILING ADDRESS OF THE GRANTOR:

Richard Veldman  
1401 Baytowne Avenue E.  
Destin, FL 32550

DESCRIPTION OF ALL INTERESTS IN REAL PROPERTY OWNED BY OR  
CONVEYED TO THE TRUST:

1. Lot 36, Section A, Bonne Terre Subdivision, situated in Section 8, Township 2 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 87, Pages 47-48, and revised in Book 90, Page 12, in the office of the Chancery Clerk of DeSoto County, Mississippi.
2. LOT 1401, PHASE I OF BAYTOWNE AVENUE EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 13, OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA.
3. Lot 13, Block 17, Butler's Second Addition to Grayton Beach, according to the plat thereof, as recorded in Plat Book 2, Page 28, of the public records of Walton County, Florida.



ANTICIPATED DATE OF TERMINATION OF THE TRUST: Death of Grantor.

GENERAL POWERS GRANTED TO THE TRUSTEE:

Trustee and successor Trustees shall be governed by the provisions of §737.402 and Chapter 738, Florida Statutes, not in conflict with this instrument, and shall have all additional powers and responsibilities granted and imposed by statute to Trustee at the time of application that are not in conflict with this instrument. In addition, without limiting any common law or statutory authority and without the need to apply to any court, Trustees shall have the following powers and responsibilities:

1.1. To acquire, retain, improve, manage, protect, invest, reinvest, exchange, lease, sell or option to sell, borrow, mortgage, pledge, transfer, and convey trust property, real or personal (including without limitation stocks, bonds, obligations, mortgages, and other securities, and interest in them), on any terms that Trustee deems advisable, even for terms beyond the expected duration of this trust; to open, maintain, and operate a brokerage account (including a margin account and the trading in listed and covered options) in the name of the trust; and to invest, reinvest, hold, and vote as an asset of the trust the capital stock of any corporate trustee of any trust created by this instrument, and to invest and reinvest the property in the common funds of said corporate trustee.

1.2. To employ counsel, accountants, or other agents to handle trust business and to pay reasonable amounts for those services.

1.3. To accept from anyone a contribution to the principal of any trust provided for in this instrument.

1.4. To pay the expenses that in their judgment are reasonable for the delivery of all gifts and distributions.

1.5. To charge or credit to principal any premiums and discounts on interest-bearing securities purchased at more or less than par.

1.6. To disclaim a power that they consider to be burdensome, unnecessary, or unwise.

1.7. With regard to all policies of life insurance that are payable to Trustee: To execute and deliver receipts and other instruments and take such action as may be appropriate to obtain possession and control of policies.

1.8. To be discharged and released of all further liability for all trust properties following distribution to beneficiaries pursuant to express authority provided for elsewhere in the trust agreement.

1.9. To set aside and keep on hand whatever reserves Trustee deems wise for anticipated

expenses, and fluctuations in gross income.

1.10. To hold unproductive assets that are part of the trust property and to pay from income the costs of holding that property except as may be otherwise provided for in this instrument.

1.11. To elect and use all applicable provisions of the Internal Revenue Code of 1986, as amended, for federal estate, gift, and income tax purposes to effect the lowest tax liability to the trust estate and its beneficiaries, to extend the time for payment of those taxes, and to make or join with any other taxpayer in effecting the elections permitted by such Code.

1.12. Notwithstanding any other provisions of the trust agreement to the contrary, if any part of the trust estate consists of bonds redeemable at par and accrued interest to date of payment, for the purposes of payment of federal estate taxes, then up to the amount of those taxes and to the extent of the par value of the bonds, Trustee shall pay those taxes with those bonds.

1.13. Trustees engaged in trust business, as provided under Florida Statutes Chapters 658, 660, 665 or any other applicable section, shall be authorized to terminate the trust as provided under Florida Statute §737.402(3). If at any time in the judgment of the Trustee the value of the principal held in the trust created under this instrument does not warrant the continuance of the trust under the economic circumstances then existing, the Trustee is authorized to terminate the trust and the assets shall be distributed in the proportions in which the beneficiaries are eligible to receive such distributions.

1.14. The trustee shall have sole discretion to pick and choose which assets are most appropriately suited for disposition to each beneficiary or trust provided herein.

1.15. RICHARD VELDMAN, acting as trustee, is hereby authorized to hold title to trust property in his individual name without disclosing such fiduciary capacity.

1.16. Notwithstanding any provision to the contrary contained herein and in all events, Grantor shall be entitled during his lifetime to reside upon any real property placed in trust hereunder as Grantor's permanent residence, it being the intent of this provision to grant to Grantor the requisite beneficial interest and possessory right in and to such real property to comply with §196.041 of the Florida Statutes for the purpose of homestead exemption from ad valorem taxes and for no other purpose, such that said beneficial interest and possessory right shall constitute in all respects equitable title to real estate as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained herein to the contrary, the interest of Grantor in any such real property shall be deemed to be an interest in real property.

1.17. a. To deal with matters involving the actual or threatened contamination of trust property (including interest in sole proprietorships, partnerships or corporations and any assets owned by such business entities) by hazardous substances, or involving compliance with environmental laws. In particular, the Trustee is empowered:



(1) To inspect and monitor any such property periodically, as it deems necessary, to determine compliance with any environmental law affecting such property, with all expenses of such inspection and monitoring to be paid from the income or principal of the trust;

(2) To respond (or take any other action necessary to prevent, abate or "clean up") as it shall deem necessary, prior to or after the initiation of enforcement action by any governmental body, to any actual or threatened violation of any environmental law affecting any of such property, the cost of which shall be payable from trust assets;

(3) To refuse to accept property as a trust asset if it determines that such property is contaminated by any hazardous substance or that such property is being used or has been used for any activities directly or indirectly involving hazardous substances which could result in liability to the trust or otherwise impair the value of trust assets;

(4) To settle or compromise at any time any claim against this trust related to any such matter asserted by any governmental body or private party;

(5) To disclaim any power which it determines may cause it to incur personal liability as a result of such matters, whether such power is set forth in this document, incorporated by reference herein, or granted or implied by any statute or rule of law.

b. To decline to serve as Trustee or, having undertaken to serve, to resign at any time it believes there is or may be a conflict between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which might be asserted against this trust because of the type or condition of trust assets.

c. The Trustee shall not be personally liable to any beneficiary or other party interested in this trust, or to any third parties, for any claim against the trust for the diminution in value of trust property resulting from such matters, including any reporting of or response to (1) the contamination of trust property by hazardous substances, or (2) violations of environmental laws related to the trust; provided that the Trustee shall not be excused from liability for its own negligence or wrongful or willful acts.

d. When used in this document, the term "hazardous substance(s)" shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s), rule(s) or regulations(s) relating to the protection of the environment or human health ("environmental law(s)").

This Certificate of Trust Agreement is intended to be and shall be binding upon the undersigned's heirs, administrators, executors, and assigns and shall be revocable only by written instrument executed by 1 or more of the then trustee(s) of said trust (with or without indicating such fiduciary capacity) with all of the same formalities as accompanied the execution of this instrument. This Certificate of Trust Agreement shall be amended only as provided by law.

For purposes of this Certificate, singular pronouns shall include the plural and masculine pronouns shall include the feminine. The term "person" or "persons" shall be defined as an individual, partnership, corporation or any other entity recognized by law.

The declarant hereby incorporates by reference and agrees to be bound by all other representations and covenants set forth in said trust, not in conflict with the representations and covenants set forth herein.

IN WITNESS WHEREOF, the declarant has hereunto set his hand on the 14th day of March, 2006.

Witnesses:

Patricia D. Brunson  
PATRICIA D. BRUNSON

[Signature]  
RICHARD VELDMAN, Grantor

Gabriella M. Barnes  
GABRIELLA M. BARNES

Patricia D. Brunson  
PATRICIA D. BRUNSON

[Signature]  
RICHARD VELDMAN, Trustee

Gabriella M. Barnes  
GABRIELLA M. BARNES

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing MISSISSIPPI CERTIFICATE OF TRUST AGREEMENT was acknowledged before me this 14th day of March, 2006, by RICHARD VELDMAN, who produced FLDL #V435-740-48-296-0 as identification.

Sheryl F. McCowen

Notary Public

My Commission Expires:

T:\Client Files\VVeldman, Richard and Nancy\Richard.MSCert.wpd



[Signature]