

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20040903

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize John E. Albion, as Chairman of the Board of County Commissioners, to sign a Consent to Appointment of Successor Trustee and a Waiver of Priority, Consent to Appointment of Personal Representative, and Waiver of Notice and Bond in the Estate of Betsy Ek Dornseif, deceased.

WHY ACTION IS NECESSARY: To authorize Chairman to sign on behalf of the Board of County Commissioners.

WHAT ACTION ACCOMPLISHES: Allows for appointment of a successor trustee to administer the terms of a trust agreement in which Lee County Library will ultimately receive 50% of the residuary trust estate assets for the purchase of books in the name of Robert A. Dornseif.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #**

C12D

3. MEETING DATE:

07-27-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT *County Attorney*
- C. DIVISION *Robert W. Gray*
- BY: *Robert W. Gray*
Deputy County Attorney

7. BACKGROUND: By trust agreement dated November 16, 1993 the County Library System is designated to receive 50% of any residual trust estate assets of the Betsy Ek Dornseif Trust for the purchase of books in the name of Robert A. Dornseif. Since 1993, Successor Trustees have been replaced or have resigned. Ms. Dornseif died on March 29, 2004. In order to enable proper administration of the estate, John S. Galenski will petition Probate Court for appointment as Successor Trustee and appointment as Personal Representatives. As a beneficiary under the trust, Lee County should consent to such application so as to ultimately obtain its gift under the trust.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
N/A	N/A	N/A	N/A	<i>Robert W. Gray</i>	OA	OM	RISK	GC	<i>07-14-04</i>
					<i>7/13/04</i>	<i>7/13/04</i>	<i>7/13/04</i>	<i>7/13/04</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

CO. ATTY.
FORWARDED
TO CO. ADMIN.
7-13-04

RECEIVED BY
COUNTY ADMIN:
7/13/04
3:05pm SGT
COUNTY ADMIN
FORWARDED TO:
7-14-04
4/2004

PAVESE, HAVERFIELD, DALTON, HARRISON & JENSEN, L.L.P.

A FLORIDA LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AND COUNSELORS AT LAW

<http://paveselaw.com>

4635 S. DEL PRADO BOULEVARD
CAPE CORAL, FLORIDA 33904

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2004 JUL 13 AM 8:04
RECEIVED BY
LEE CO. ATTORNEY

MICHAEL A. GENNARO
michaelgennaro@paveselaw.com

PLEASE REPLY TO
CAPE CORAL OFFICE

July 6, 2004

COMMISSIONER

John Albion, Chairman
Lee County Board of County Commissioners
2120 Main Street
Fort Myers, Florida 33901

JOHN ALBION

**RE: Estate and Trust of Betsy Ek Dornseif
Our File #: 85844.001**

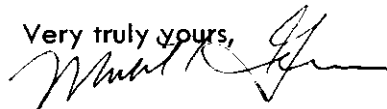
Dear Mr. Albion:

The undersigned represents John S. Galenski, the plenary guardian of the person and property of Betsy Ek Dornseif. Ms. Dornseif died on March 29, 2004 naming the Betsy Ek Dornseif Trust Agreement dated November 16, 1993 as primary beneficiary of her trust. The trustees and successor trustees of her trust have since been replaced or have resigned. I enclose herewith the Betsy Ek Dornseif Trust Agreement dated November 16, 1993 referencing the top of page 4 Ms. Dornseif's intention to leave fifty percent (50%) of her residuary estate to the Fort Myers-Lee County Public Library for the purchase of books in the name of Robert A. Dornseif, as a memoriam. Therefore, to enable proper administration of the Estate of Betsy Ek Dornseif (and the residuary trust), John S. Galenski plans to petition the Probate Court for appointment as Successor Trustee of said trust and also appointment as Personal Representative of said Estate.

To that end, I enclose a Consent to Appointment of Successor Trustee of the Trust and a Consent for Appointment as Personal Representative of the Estate for your review. If these Consents meet with your approval, please execute same and return them to me in the envelope provided.

Thank you for your assistance in this matter. If you have any questions, please feel free to contact me.

Very truly yours,



Michael A. Gennaro

MAG/kgf
Enclosures

cc: John S. Galenski

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FORT MYERS, FLORIDA
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461 S. MAIN STREET
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SUITE 203
4524 GUN CLUB ROAD
WEST PALM BEACH, FLORIDA
33415
(561) 471-1366
FAX (561) 471-0522

SUITE 308
18501 MURDOCK CIRCLE
PORT CHARLOTTE, FLORIDA
33952
(941) 255-3095
FAX (941) 255-5905

IN THE CIRCUIT COURT FOR LEE COUNTY, FLORIDA
PROBATE DIVISION

IN RE: ESTATE OF

BETSY EK DORNSEIF
also known as BETSY E. DORNSEIF

File No. _____

Division _____

Deceased.

CONSENT TO APPOINTMENT OF SUCCESSOR TRUSTEE

The undersigned, JOHN ALBION, Chairman of the Lee County Board of County Commissioners, on behalf of the FORT MYERS-LEE COUNTY PUBLIC LIBRARY, whose address is 2120 Main Street, Fort Myers, Florida 33901, a residual beneficiary of the BETSY EK DORNSEIF Trust Agreement dated November 16, 1993, said Trust being the sole beneficiary of the ESTATE OF BETSY EK DORNSEIF, deceased, hereby consents to the appointment of JOHN S. GALENSKI as the Successor Trustee of the BETSY EK DORNSEIF Trust Agreement dated November 16, 1993.

Signed on _____, 2004.

JOHN ALBION, Chairman
Lee County Board of County Commissioners
on behalf of FORT MYERS-LEE COUNTY
PUBLIC LIBRARY

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IN THE CIRCUIT COURT FOR LEE COUNTY, FLORIDA
PROBATE DIVISION

IN RE: ESTATE OF

BETSY EK DORNSEIF

File No. _____

Deceased.

**WAIVER OF PRIORITY, CONSENT TO APPOINTMENT
OF PERSONAL REPRESENTATIVE, AND
WAIVER OF NOTICE AND BOND**
(Single)

The undersigned, JOHN ALBION, Chairman of the Lee County Board of County Commissioners on behalf of the Fort Myers-Lee County Public Library, whose address is 2120 Main Street, Fort Myers, Florida 33901, a residuary beneficiary of the Betsy Ek Dornseif, Trust Agreement dated November 16, 1993, the sole beneficiary of the Estate of Betsy Ek Dornseif, deceased, hereby waives the right to act as personal representative of the estate; consents to the appointment of John S. Galenski as the personal representative of the estate; waives service of Notice of Administration upon the undersigned; and requests that the personal representative not be required to post bond or security.

Signed on _____, 2004.

JOHN ALBION, Chairman
Lee County Board of County Commissioners
on behalf of FORT MYERS-LEE COUNTY
PUBLIC LIBRARY

BETSY EK DORNSEIF

TRUST AGREEMENT

I, BETSY EK DORNSEIF, of Fort Myers, Florida, as Settlor, make this agreement with BETSY EK DORNSEIF, of Fort Myers, Florida, as Trustee, and STEWART W. SAVAGE as Successor Trustee, this 16th day of November, 1993. The Successor Trustee shall have the right to exercise all his powers herein. I have specifically requested that STEWART W. SAVAGE serve as Successor Trustee.

I hereby transfer to the Trustee the property listed in the attached schedules and may be causing the Successor Trustee to be designated as beneficiary of bank accounts and investment accounts described therein. That property, the proceeds of the sale of assets and all additional property received by the Trustee and/or Successor Trustee from any person by will or otherwise, and all investments and reinvestments thereof, are herein collectively referred to as the "trust estate" and shall be held upon the following trusts:

FIRST

- A. Income and Principal. During my lifetime the Trustee and/or Successor Trustee shall pay so much or all of the income and principal of the trust estate to me or otherwise as I direct. If at any time or times I shall be unable to manage my affairs, the Trustee and/or Successor Trustee may use such sums from the income and principal of the trust estate as the Trustee and/or Successor Trustee deems necessary or advisable for the care, support and comfort of myself and any person dependent upon me, or for any other purpose the Trustee and/or Successor Trustee considers to be for my best interests. Any excess income shall be added to principal. It is my intent to remain at my home, and I instruct my Successor Trustee to take any necessary steps to preserve this right to remain a resident of my home.

- B. Disability. For purposes of this agreement, I shall be considered to be unable to manage my affairs if I am under a legal disability or by reason of illness or mental or physical disability am unable to give prompt and intelligent consideration to financial matters. The determination as to my inability at any time shall be made by my physician, Dr. Mark Sweet, upon consultation with CHARLES W. BETZ, III. The Trustee and/or Successor Trustee may rely upon written notice of that determination.
- C. Gifts. As Settlor, I reserve the right to direct the Trustee and/or Successor Trustee to make any number of annual gifts not exceeding the annual exclusion.

It is expressly understood that any distributions from the Revocable Trust to anyone other than the Settlor constitutes a partial revocation of the Trust in the amount of the distribution. The transfer is deemed, therefore, to come from Settlor individually and not from the Trust, and the gift shall not be included in Settlor's estate.

SECOND

Taxes - Expenses

- A. Upon my death, if I have no probate estate, or to the extent that the cash and readily marketable assets in the principal of the residue of my probate estate are insufficient, Successor Trustee shall make the following payments from the principal of the trust estate. The Successor Trustee shall pay the expenses of my last illness and funeral, costs of administration including ancillary, costs of safeguarding and delivering devises, claims allowable against my estate (excluding debts secured by real property or life insurance), and pre-residuary devises under my will if my will contains a residuary devise to this trust. The Successor Trustee shall also pay the estate and inheritance taxes assessed by reason of my death, including such taxes on property passing outside this agreement, except that the amount, if any, by which the estate and inheritance taxes shall be increased as a result of the inclusion of property in which I may have a qualifying income interest for life or over which I may have a power of appointment shall be paid by the person holding or receiving that property. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. The Successor Trustee may make payment directly or to the personal representative of my estate, as the Successor Trustee deems advisable. I hereby waive all rights of apportionment or reimbursement for any payments made pursuant to this article.

Assets or funds otherwise excludable from my gross estate for federal estate tax purposes shall not be used to make the foregoing payments. The Successor Trustee's selection of assets to be sold for that purpose or to satisfy any pecuniary gifts, and the tax effects thereof, shall not be subject to question by any beneficiary.

I instruct my Successor Trustee to donate my corneas. I instruct my Successor Trustee to use the prepaid funeral services which I have purchased from Harvey Englehardt's Funeral Home & Crematory.

The Successor Trustee shall make such elections and allocations under the tax laws as the Successor Trustee deems advisable, without regard to the relative interests of the beneficiaries and without liability to any person. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections or allocations under the tax laws made by the personal representative of my estate or by the Successor Trustee.

The balance of the trust estate which remains after the foregoing payments have been made or provided for shall be held and disposed of as hereinafter provided.

- B. In the event an estate is not opened, I direct my Trustee to publish and serve a notice to creditors as required under FS 737.3057(1). If a creditor fails to serve a written statement or demand for payment with the Trustee within three (3) months after the time of the first publication of the notice to creditors, the claim shall be barred. The Trustee shall administer the Trust Estate in accordance with Florida Law including revised or newly enacted Sections 731.201, 733.212, 733.607, 733.707, 733.3056, and 733.3057.

THIRD
Family

I have no children. I have relatives but make no provision for them because I have provided for them throughout my life. It is my specific intent that my residuary trust estate be given to charitable organizations listed herein.

FOURTH
Family Trust

The Successor Trustee as of my death shall set aside the balance of the trust estate as a separate trust. The trust shall be designated the "Family Trust" and shall be held and disposed of as follows:

- A. I may leave a written statement or list disposing of certain items of tangible personal property not expressly disposed of herein. Any such statement or list in existence at the time of my death shall be determinative with respect to all items devised therein. All items not effectively devised thereby and not specifically devised in the Will shall become part of the residue of my Trust estate. If no written statement or list is found and properly identified by my Successor Trustee within thirty (30) days after his qualification, it shall be presumed that there is no such statement or list and any subsequent discovered statement or list shall be ignored.
- B. I give my jewelry and silver to CHARLES W. BETZ, III.

- C. I give my hardcover set of Charles Dickens books, in tact, to Chapman and Hall.
- D. All the rest, residue and remainder of the BETSY EK DORNSEIF Trust property shall be liquidated and divided as follows:
- (1) Fifty percent (50%) of my residuary trust estate assets to the Board of Trustees of the Fort Myers-Lee County Public Library for the purchase of books in the name of ROBERT A. DORNSEIF, as a memoriam.
 - (2) Twenty-five percent (25%) of my residuary trust estate assets to the Fairchild Tropical Gardens, 10901 Old Cutler Road, Miami, Florida 33156-9904.
 - (3) Twenty-five percent (25%) of my residuary trust estate assets to the World Society for the Protection of Animals, 29 Perkins Street, Boston, Massachusetts 02130-9904.

In the event the charitable beneficiary has ceased business or operation, my Successor Trustee shall select a comparable charitable organization which addressed the concerns of the charity named herein.

FIFTH
Administrative Provisions

The following provisions shall apply to the trust estate and to each trust under this agreement:

- A. Facility of Payment. If income or discretionary amounts of principal become payable to a minor or to a person under legal disability or to a person not adjudicated incapacitated but who, by reason of illness or mental or physical disability, is in the opinion of the Successor Trustee unable properly to manage his or her affairs, then that income or principal shall be paid or expended only in such of the following ways as the Successor Trustee deems best: (a) directly to the beneficiary or his or her attorney in fact; (b) to the legally appointed guardian of the beneficiary; (c) to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act; (d) by the Successor Trustee directly for the benefit of the beneficiary; (e) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.
- B. Spendthrift. The interests of beneficiaries in principal or income shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.

The rights of beneficiaries to withdraw trust property are personal and may not be exercised by a guardian, attorney in fact or others.

- C. Accrued Income. Income received after the last income payment date and undistributed at the termination of any estate or interest shall, together with any accrued income, be paid by the Successor Trustee as income to the persons entitled to the next successive interest in the proportions in

which they take that interest, except that upon my death the undistributed income shall be added to principal.

- D. Common Fund and Consolidation. For convenience of administration or investment, the Successor Trustee may hold separate trusts as a common fund, dividing the income proportionately among them, assign undivided interests to the separate trusts, and make joint investments of the funds belonging to them. The Successor Trustee may consolidate any separate trust with any other trust with similar provisions for the same beneficiary or beneficiaries.

- E. Powers. The Successor Trustee shall hold, manage, care for and protect the trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

1. To retain any property (including stock of any corporate Successor Trustee hereunder or a parent or affiliate company) originally constituting the trust or subsequently added thereto, and to invest and reinvest the trust property in bonds, stocks, mortgages, notes, bank deposits, options, futures, limited partnership interests, shares of registered investment companies and real estate investment trusts, or other property of any kind, real or personal, domestic or foreign; the Successor Trustee may retain or make any investment without liability, even though it is not of a type, quality, marketability or diversification considered proper for trust investments;
2. To cause any property, real or personal, belonging to the trust to be held or registered in the Successor Trustee's name or in the name of a nominee or in such other form as the Successor Trustee deems best without disclosing the trust relationship;
3. To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the Successor Trustee's possession of voting discretion would subject the issuing company or the Successor Trustee to any law, rule or regulation adversely affecting either the company or the Successor Trustee's ability to retain or vote company securities, shall be voted as directed by me if living, otherwise by the beneficiaries then entitled to receive or have the benefit of the income from the trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor;

4. To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;
5. To borrow money from any lender, extend or renew any existing indebtedness and mortgage or pledge any property in the trust;
6. To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property and any reinvestments thereof, and to sell covered call options, from time to time for such price and upon such terms as the Co-Trustees and/or Successor Trustee sees fit;
7. To employ agents, attorneys and proxies and to delegate to them such powers as the Successor Trustee considers desirable;
8. To compromise, contest, prosecute or abandon claims in favor of or against the trust;
9. To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes; to value the trust property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the Successor Trustee pursuant to this paragraph shall be subject to question by any beneficiary;
10. To deal with, purchase assets from, or make loans to, the fiduciary of my estate or any other estate or trust in which any beneficiary under this agreement has an interest, though a Successor Trustee hereunder is the fiduciary, and to retain any assets or loans so acquired, although not of a type, quality, marketability or diversification considered proper for trust investments; to deal with a corporate Successor Trustee hereunder individually or a parent or affiliate company;
11. To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (i) if the trust is beneficiary or owner of an individual account in any employee benefit plan or individual retirement plan, income earned after death in the account shall be income of the trust, and if the Successor Trustee is required to pay all trust income to a beneficiary, the Successor Trustee shall collect and pay the income of the account to the beneficiary at least quarterly (and to the extent that all income cannot be collected from the account, the deficiency shall be paid from the principal of the trust), and (ii) reserves for depreciation shall be established out of income only to the extent that the Successor Trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement or replacement of trust property which the Successor Trustee deems advisable;

12. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election;
13. To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally-damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property which may have environmental damage; the Successor Trustee may expend trust property to do the foregoing, and no action or failure to act by the Successor Trustee pursuant to this paragraph shall be subject to question by any beneficiary; and
14. To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges.

F. Retained Powers. Notwithstanding the foregoing, while I am living and not unable to manage my affairs:

1. No sale or investment shall be made without my written approval, unless I fail to indicate my approval or disapproval of any proposed sale or investment within 10 days after being requested to do so in writing.
2. I shall have the power to direct the retention or sale of any trust assets and the purchase of property with any principal cash in the trust. If I direct the retention or purchase of an asset, the Successor Trustee shall have investment, voting, and management responsibility for that asset unless I direct otherwise.

I may at any time or times, with or without right of revocation, by a writing delivered to the Successor Trustee delegate to any other person or to the Successor Trustee or relinquish any or all of the powers reserved to me hereunder.

The statement of the Successor Trustee that it is acting according to this section shall fully protect all persons dealing with the Successor Trustee. The Successor Trustee shall have no responsibility for any loss that may result from acting in accordance with this section.

G. Accounts and Compensation. A Successor Trustee (other than myself) shall render an account of trust receipts and disbursements and a statement of assets at least annually to each adult beneficiary then entitled to receive or have the benefit of the income from the trust. The Successor Trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the trust, and any corporate Successor Trustee shall

receive compensation for its services in accordance with its schedule of fees in effect from time to time. A Successor Trustee's regular compensation shall be charged against income during my lifetime and thereafter half against income and half against principal, except that the Successor Trustee shall have full discretion at any time or times to charge a larger portion or all against income.

- H. Small Trust Termination and Perpetuities Savings. A corporate Successor Trustee in its discretion may terminate and distribute any trust hereunder if the corporate Successor Trustee determines that the costs of continuance thereof will substantially impair accomplishment of the purposes of the trust. The Successor Trustee shall terminate and forthwith distribute any trust created hereby, or by exercise of a power of appointment hereunder, and still held 21 years after the death of the last to die of myself and the beneficiaries in being at my death. Distribution under this section shall be made to the persons then entitled to receive or have the benefit of the income from the trust in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.
- I. Successor Trustee Succession. Any Successor Trustee may resign at any time by written notice to me if living. In case of the resignation, refusal or inability to act of any Successor Trustee, I if living, shall appoint a Successor Trustee. If I have predeceased, Raymond James Trust Company shall serve as Successor Trustee under the terms and conditions it may require.

Every Successor Trustee shall have all the powers given the originally named Successor Trustee. No Successor Trustee shall be personally liable for any act or omission of any predecessor. With my approval, Successor Trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor Successor Trustee without incurring any liability for so doing.

No Successor Trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court. No statute with respect to underproductive property shall apply to any trust under this agreement.

- J. Donee's Will. In disposing of any trust property subject to a power to appoint by will, the Successor Trustee may rely upon an instrument admitted to probate in any jurisdiction as the will of the donee or may assume that the power was not exercised if, within 3 months after the death of the donee, the Successor Trustee has no actual notice of a will which exercises the power. The Successor Trustee may rely on any document or other evidence in making payment under this agreement and shall not be liable for any payment made in good faith before it receives actual notice of a changed situation.
- K. Insurance. With respect to any policy of life insurance under which the death benefits are made payable to the Successor Trustee:

1. The owner or owners thereof reserve all available benefits, privileges, payments, dividends, surrender values, options and elections, including the right at any time or times to change the beneficiary, to pledge or assign the policy or its proceeds as collateral security for any loan which the owner or owners may obtain from any lender, including a Successor Trustee hereunder individually or a parent or affiliate company, and to withdraw the policy if deposited with the Successor Trustee, without any duty on the Successor Trustee to see to its return.
 2. The Successor Trustee need not pay or see to the payment of premiums or assessments on the policy.
 3. Upon the death of the insured thereunder the Successor Trustee shall take such action as the Successor Trustee deems best to collect the policy proceeds, paying the expense thereof from the trust estate, but the Successor Trustee need not enter into or maintain any litigation to enforce payment on the policy until indemnified to the Successor Trustee's satisfaction against all expenses and liabilities to which the Successor Trustee might thereby be subjected. The Successor Trustee may release the insurance company from its liability under the policy and make any compromise which the Successor Trustee deems proper.
 4. The insurance company shall not take notice of the provisions of this agreement or see to the application of the policy proceeds, and the Successor Trustee's receipt to the insurance company shall be a complete release for any payment made and shall bind every beneficiary under this agreement.
 5. The trust shall be operative with respect to the proceeds of the policy at the death of the insured thereunder, after deducting all charges by way of advances, loans or otherwise in favor of the owner or owners or any other person, for which the Successor Trustee shall not seek reimbursement.
- L. Successor Trustee for Out-of-State Property. If for any reason the Successor Trustee is unwilling or unable to act as to any property, such person or qualified corporation as the Successor Trustee shall from time to time designate in writing shall act as special Successor Trustee as to that property. Any person or corporation acting as special Successor Trustee may resign at any time by written notice to the Successor Trustee. Each special Successor Trustee shall have the powers granted to the Co-Trustees and/or Successor Trustee by this agreement, to be exercised only with the approval of the Successor Trustee, to which the net income and the proceeds from sale of any part or all of the property shall be remitted to be administered under this agreement.
- M. Generation-Skipping Tax. To enable trusts to be either completely exempt or nonexempt from generation-skipping tax, or for any other reason, the Successor Trustee may divide a trust into two or more separate trusts and may hold an addition to a trust as a separate trust. The rights of

beneficiaries shall be determined as if the trusts were aggregated, but the Successor Trustee may pay principal to beneficiaries and taxing authorities disproportionately from the trusts. The Successor Trustee shall not be liable for deciding in its discretion to exercise or not exercise these powers.

Upon division or distribution of an exempt trust and a nonexempt trust held hereunder, the Successor Trustee in its discretion may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur.

If the Successor Trustee considers that any distribution from a trust hereunder other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a generation-skipping tax payable by the distributee, the Successor Trustee shall augment the distribution by an amount which the Successor Trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates.

If the Successor Trustee considers that any termination of an interest in trust property hereunder is a taxable termination subject to a generation-skipping tax, the Successor Trustee shall pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries.

SIXTH

- A. Governing Law. The law of Florida shall govern the validity and interpretation of the provisions of this agreement.
- B. Headings. The headings in this agreement are for convenience of reference only and shall not be considered in the interpretation of this agreement.

SEVENTH Additions

I or any other person may transfer or devise property acceptable to the Successor Trustee, or make the proceeds under policies of life insurance payable, to the Successor Trustee to be held under this agreement and may designate the trust to which the property or proceeds shall be added. If the addition is made by will, the Successor Trustee shall accept the statement of the personal representative that the assets delivered to the Successor Trustee constitute all of the property to which the Successor Trustee is entitled, without inquiring into the representative's administration or accounting.


EIGHTH
Right to Revoke


I may at any time or times amend or revoke this agreement in whole or in part by instrument in writing (other than a will) delivered to the Successor Trustee. The trust property to which any revocation relates shall be conveyed to me or otherwise as I direct. This power is personal to me and may not be exercised by my guardian, attorney in fact or others.

IN WITNESS WHEREOF I, BETSY EK DORNSEIF, have signed this agreement the day and year first above written.


BETSY EK DORNSEIF

The foregoing instrument, consisting of thirteen (13) typewritten pages and Exhibit A attached, was signed, sealed, published, and declared by the Settlor in our presence and the presence of each other and we, at the Settlor's request and in Settlor's presence and in the presence of each other, have hereunto subscribed our hands as witnesses this 16th day of November, 1993.


STEWART W. SAVAGE
6571 Saint Ives Court
Fort Myers, FL 33912


CYNTHIA J. SAVAGE
6571 Saint Ives Court
Fort Myers, FL 33912

State of Florida
County of Lee

Before me personally appeared BETSY EK DORNSEIF, Settlor above noted, to me personally known and known to me to be the person described in and who executed the foregoing Trust Agreement and who acknowledged to and before me that he executed said instrument in the capacities and for the purposes therein expressed.

Witness my hand and official seal this 16th day of November, 1993.



STEWART W. SAVAGE, Notary
6719 Winkler Road, Suite 218
Fort Myers, FL 33919
My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires:
September 20, 1994


ACCEPTANCE BY TRUSTEES

The undersigned hereby accept the Trust Agreement and agree to serve as Trustee upon the terms and conditions therein set forth.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Stewart W. Savage


BETSY EK DORNSEIF
Trustee


Cynthia J. Savage

signature of Witness


STEWART W. SAVAGE
Successor Trustee

printed name of Witness

signature of Witness

printed name of Witness

EXHIBIT A

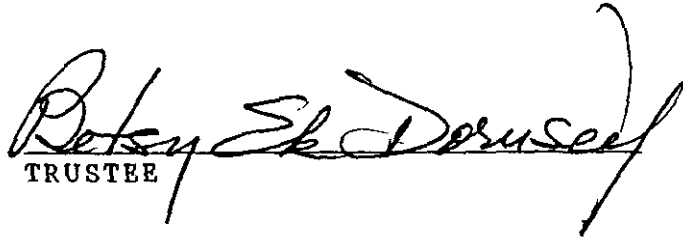
The Trustee acknowledges receipt from the Grantor the following items:

ITEM

DATE

TEN DOLLARS (\$10.00)

November 16, 1993


TRUSTEE

Prepared By:

STEWART W. SAVAGE
Attorney At Law
6719 Winkler Road
Suite 218
Fort Myers, FL 33919
(813) 481-8388

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