

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr Anthony J Antonious	08/23/2006
RECEIVING PARTY DATA	
Name:	Anthony J Antonious Irrevocable Trust
Street Address:	15 Rhonda Place
City:	Wanaque
State/Country:	NEW JERSEY
Postal Code:	07465
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6224497
CORRESPONDENCE DATA	
Fax Number:	9739077773
Phone:	973-839-9551
Email:	cguerrie@optonline.net
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Anthony J Antonious
Address Line 1:	15 Rhonda Place
Address Line 4:	Wanaque, NEW JERSEY 07465
NAME OF SUBMITTER:	Carol L Guerrieri
Total Attachments: 39 source=AJA PROBATE0001#page1.tif source=AJA PROBATE0002#page1.tif source=AJA PROBATE0003#page1.tif source=AJA PROBATE0004#page1.tif source=AJA TRUST0001#page1.tif source=AJA TRUST0002#page1.tif	

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KENNETH C. BRONCHICK, P.A.

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January 14, 2011

Ms. Carol Guerrieri
15 Rhonda Place
Wanaque, NJ 07465

RE: Estate of Anthony Antonious

Dear Carol:

Enclosed please find one certified copy and one true copy of the Order for Summary Administration. This Order was signed on January 4, and now concludes the estate work. Please keep these documents in a safe place.

Thank you for allowing my office to handle this important matter for you. I look forward to continuing to work with you as escrow agent/liaison for monies collected with regard to actions based upon the patents that were just transferred. I will be closing this file, as it appears that there is no further work to be done in this matter.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Kenneth C. Bronchick

KCB/

Enclosures

REEL: 028724 FRAME: 0794

ANTONIOUS
LIST OF UTILITY PATENTS

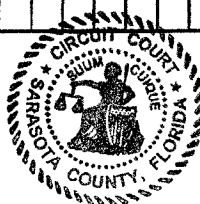
PATENT NO.	DATE OF ISSUE	TITLE
6,855,068 B2	February 15, 2005	Metalwood Type Golf Clubhead Having Expanded Sections Extending the Ball-Striking Clubface
6,530,847 B1	March 11, 2003	Metalwood Type Golf Club Head Having Expanded Additions to the Ball Striking Club Face
6,454,665 B2	September 24, 2002	Iron Type Golf Club Head
6,398,665 B1	June 4, 2002	Golf Club with Unique Ball Striking Face Configuration
6,257,994 B1	July 10, 2001	Ball Striking Face Configurations for Golf Putters
6,224,497 B1	May 1, 2001	Golf Club Head with Improved Frequency Matched Ball Striking Face Characteristics
6,123,627	September 26, 2000	Golf Club Head with Reinforcing Outer Support System Having Weight Inserts
5,989,134	November 23, 1999	Metalwood Type Club Head with Reinforced Outer Support System
5,954,595	September 21, 1999	Metalwood Type Golf Club Head with Bi-Level Off-Set Outer Sidewalls
5,935,016	August 10, 1999	Iron Type Golf Club Head with Offset Hosel and Enlargement
5,916,041	June 29, 1999	Golf Club Head with Outer Peripheral Weighting System
5,766,095	June 16, 1998	Metalwood Golf Club with Elevated Outer Peripheral Weight
5,762,567	June 9, 1998	Metalwood Type Golf Club Head with Improved Weight Distribution and Configuration
5,735,752	April 7, 1998	Golf Club Shaft and Insert Therefor
5,735,754	April 7, 1998	Aerodynamic Metal Wood Golf Club Head
5,658,206	August 19, 1997	Golf Club with Outer Peripheral Weight Configuration
5,649,872	July 22, 1997	Iron Type Golf Club Head with Improved Vibration and Shock Reduction Structure
5,643,104	July 1, 1997	Metal Wood Type Golf Club Head with Improved Hosel Construction
5,603,668	February 18, 1997	Iron Type Golf Club Head with Improved Sole Configuration
5,601,498	February 11, 1997	Golf Club Head with Shankless Hosel
5,511,786	April 30, 1996	Wood Type Aerodynamic Golf Club Head Having an Air Foil member on the Upper Surface
5,482,279	January 9, 1996	Golf Club Metal Wood-Type Head with Improved Perimeter Structure and Weight Configuration
5,447,307	September 5, 1995	Golf Club with Improved Anchor-Back Hosel
5,395,113	March 7, 1995	Iron Type Golf Club with Improved Weight Configuration
5,390,924	February 21, 1995	Iron-Type Golf Club Head with Improved Weight Distribution at the Rear Club Face and Upper
5,328,184	July 14, 1994	Sole of the Club Head
5,246,231	September 21, 1993	Iron Type Golf Club Head with Improved Weight Configuration
5,242,167	September 7, 1993	Putter Type Golf Club Head having Unique Weight Configuration
5,226,533	July 13, 1993	Perimeter Weighted Iron Type Club Head with Centrally Located Geometrically Shaped Weight
5,221,086	June 22, 1993	Golf Club Holder Insert for a Golf Bag
5,193,810	March 16, 1993	Wood Type Golf Club Head with Aerodynamic Configuration
5,183,255	February 2, 1993	Wood Type Aerodynamic Golf Club Head Having an Air Foil member on the Upper Surface
4,930,783	6/5/1990	Golf Club with Improved Hosel Construction
		Golf Club

Schedule 'A'

**SCHEDULE B
ESTATE OF ANTONIOUS DESIGN PATENTS**

PATENT NO.	APPL. NO.	DATE OF ISSUE	TITLE	STATUS
D515,642	29/220,396	February 21, 2006	Metal Type Golf Club Head	ACTIVE
D502,232	29/197,175	February 22, 2005	Metal Type Golf Club Head	ACTIVE
D499,157	29/197,176	November 30, 2004	Metal Type Golf Club Head	ACTIVE
D498,508	29/203,479	November 16, 2004	Metalwood Type Golf Club Head	ACTIVE
D481,091	29/179,935	October 21, 2003	Metalwood Type Golf Club Head	ACTIVE
D481,090	29/177,160	October 21, 2003	Metalwood Type Golf Club Head	ACTIVE
D481,087	29/180,275	October 21, 2003	Metalwood Type Golf Club Head	ACTIVE
D473,604	29/180,167	April 22, 2003	Golf Club Head	ACTIVE
D463,516	29/155,485	September 24, 2002	Metalwood Type Golf Club Head	ACTIVE
D458,325	29/150,137	June 4, 2002	Wood Type Golf Club Head	ACTIVE
D434,096	29/118,149	November 21, 2000	Striking Face for a Wood Type Golf Club Head	ACTIVE
D433,087	29/118,999	October 31, 2000	Striking Face for an Iron Type Golf Club Head	ACTIVE
D431,853	29/115,142	October 10, 2000	Putter face	ACTIVE
D430,914	29/112,555	September 12, 2000	Golf Putter Face	ACTIVE
D429,786	29/118,998	August 22, 2000	Striking Face for a Putter Type Golf Club Head	ACTIVE
D429,302	29/115,141	August 8, 2000	Putter face	ACTIVE
D426,458	29/114,332	July 18, 2000	Iron Golf Club Face	ACTIVE
D426,605	29/105,278	July 13, 2000	Club Face Pattern on a Wood-Type Golf Club Head	ACTIVE
D421,081	29/105,277	February 22, 2000	Surface indentations on a Putter-Type Golf Club Head	ACTIVE
D417,712	29/076,183	April 20, 1999	Striking Face of an Iron Type Golf Club Head	ACTIVE
D411,600	29/081,569	June 29, 1999	Wood Type Golf Club Head	ACTIVE
D402,342	80,457	December 8, 1998	Wood Type Golf Club Head	ACTIVE
D389,887	66,475	January 27, 1998	Iron Type Golf Club Head	ACTIVE
D378,771	37,340	April 8, 1997	Golf Club Shaft	ACTIVE
D377,380	8,195	January 14, 1997	Iron Type Golf Club Head	ACTIVE
D371,183	37,339	June 25, 1996	Iron Type Golf Club Head	ACTIVE
D371,181	37,338	June 25, 1996	Iron Type Golf Club Head	ACTIVE
D367,304	28,347	February 20, 1996	Wood Type Golf Club Head	ACTIVE
D366,682	27,562	January 30, 1996	Metal Wood Golf Club Head	ACTIVE
D365,869	17,907	January 2, 1996	Iron Type Golf Club Head	ACTIVE
D360,825	19,186	August 1, 1995	Iron Type Golf Club Head	ACTIVE
D360,823	17,983	August 1, 1995	Iron Type Golf Club Head	ACTIVE
D350,176	1,517	August 30, 1994	Wood Type Golf Club Head	ACTIVE
D338,935	758,067	August 31, 1993	Wood Type Golf Club Head	ACTIVE
D337,142	694,033	July 6, 1993	Putter Type Golf Club Head	ACTIVE
D337,141	694,031	July 6, 1993	Putter Type Golf Club Head	ACTIVE

Schedule B



STATE OF FLORIDA, COUNTY OF SARASOTA
I hereby certify that the foregoing is a true and correct copy
of pages 1 through 5 of the instrument filed in
this office. The original instrument filed contains 5
pages.

☒ This copy has no redactions. ☐ This copy has been
redacted pursuant to law.

Witness my hand and official seal this 3 day of

KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT

By: Deputy Clerk

REEL: 028724 FRAME: 0796

**AMENDMENT AND RESTATEMENT
OF
TRUST AGREEMENT
OF
ANTHONY J. ANTONIOUS**

**William T. Harrison, Jr., Esq.
Ric Gregoria, Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800**

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AMENDMENT AND RESTATEMENT OF

ANTHONY J. ANTONIOUS

REVOCABLE TRUST AGREEMENT

THIS AMENDMENT AND RESTATEMENT is made and entered into this the 9th day of July, 2001, amending that certain Trust Agreement dated April 16, 1991, by and between ANTHONY J. ANTONIOUS, as the Grantor, and ANTHONY J. ANTONIOUS, as the Trustee.

W I T N E S S E T H :

WHEREAS, the Grantor entered into a certain Trust Agreement with the Trustee dated April 16, 1991, as amended; and

WHEREAS, the Grantor reserved the right to alter and modify the Trust Agreement by the terms and provisions of said Trust Agreement; and

WHEREAS, the Grantor does hereby revoke and delete all prior amendments to said Trust Agreement.

WHEREAS, the Grantor desires to further alter and modify said Trust Agreement with the agreement and consent of the Trustee.

NOW THEREFORE, in the exercise of such reserved power in the Grantor, the Grantor and the Trustee do hereby agree that the trust established by said Trust Agreement is hereby continued on the following terms and provisions, which terms and provisions are recognized as complete in and of themselves without necessity of reference to the terms of the previous Trust Agreement, and it is agreed that all assets and properties now comprising said trust estate, which assets, together with other assets and property which hereafter may be added to this trust by Grantor, shall be held and administered by the Trustee on the terms and for the purposes hereinafter set forth, all of which property is hereinafter referred to collectively as the "trust estate", and which trust is to be known as the "Trust." The terms and provisions of this restated Trust Agreement are as follows:

ARTICLE I.
REVOCATION OR AMENDMENT OF AGREEMENT

The Grantor reserves the right to revoke this Agreement at any time without assigning any reason therefor. Revocation shall be by notice in writing executed by the Grantor in the presence of at least two witnesses and delivered to the Trustee specifying the date of revocation. The Grantor further reserves the right to alter or amend this Agreement at any time. Any amendments to this Trust shall be in writing and executed by the Grantor in the presence of at least two witnesses.

ARTICLE II.
DISPOSITION OF TRUST PROPERTY DURING GRANTOR'S LIFETIME

The Trustee shall pay to or for the use and benefit of the Grantor all of the net income from the trust estate and, in addition, shall pay to the Grantor such portions of the principal of the trust estate as the Grantor from time to time may direct in writing. In addition, the Trustee may in its discretion pay to the Grantor, or use for Grantor's benefit, such portions or all of the principal of the trust estate as the Trustee may determine to be required for the Grantor's support, maintenance and welfare or for any other purpose which the Trustee may determine to be in the Grantor's best interest. In the event of the appointment of a guardian for the Grantor, the guardian shall have no right or power to revoke, alter, amend or change this Agreement in any manner and shall have no right or power over the trust estate. The Trustee, in its sole discretion, may make payment of income and principal as above provided to any such guardian, or directly to others for the use and benefit of the Grantor as hereinabove provided.

ARTICLE III.
DISPOSITION OF TRUST PROPERTY UPON DEATH OF GRANTOR

Upon and after the death of the Grantor, the Trustee shall collect, receive, hold, manage, administer, pay over and distribute the entire trust estate as follows:

A. Probate Assets. The Trustee shall receive distribution of any assets from the Grantor's estate under the terms of Grantor's Last Will and Testament and shall add the same to the trust estate.

B. Payment of Debts, Taxes, Other Obligations. Out of the assets in its hands, the Trustee may pay any and all the just debts of the Grantor, lawful claims against his estate, funeral expenses, any general or specific pecuniary bequests which may be made by Grantor's Will, and all expenses of administration of his estate and all inheritance, estate, succession or other similar taxes of the United States or of any state or country against the Grantor's entire gross taxable estate (including not only property passing under this Trust Agreement but also all other property which for tax purposes shall be includable in the Grantor's Federal Estate Tax Return).

In the event any bonds of the United States of America which may be redeemed in the payment of federal estate taxes are an asset of this trust, the Grantor specifically directs the Trustee to use said bonds to the maximum extent possible for the payment of such federal estate taxes, and the said federal estate tax shall be considered an obligation of this trust to the extent of the value of such bonds.

The Grantor directs that all such inheritance, estate, succession or other similar taxes shall be apportioned in the manner provided in the Grantor's Will and that all taxes to be paid out of the assets comprising this trust shall be paid out of the assets comprising or to comprise the residuary trust estate.

The Trustee, in Trustee's discretion, may make direct payment of the foregoing obligations or may transfer sufficient funds to the personal representative of the Grantor's estate for the purpose of making payment thereof.

The Trustee is authorized and empowered to file objections to and contest any claims filed by any claimant, whether any such claim is made in any probate court or proceeding involving the Grantor's estate and the assets thereof or directly against the Trustee of the assets of this trust.

C. Dispositive Plan. The Trustee shall distribute the Grantor's trust estate as follows:

1. Cash Gifts.

a. \$1,000.00 Cash Gifts. The Trustee shall distribute the sum of One Thousand Dollars (\$1,000.00) to each of the following named beneficiaries as shall survive the Grantor: BARRY FUHRMAN; LARRY LINDSAY; GREG JONES; RANDY NISWANGER;

HAROLD KUHN; MARY McDONOUGH; MICHAEL McDONOUGH; NELL ANN WICKHAM; MICHAEL McDONOUGH, JR.; CARLA SPENCE; MARK SPENCE; AMY McDONOUGH; LINDA AMBROSE WILLETT; LARRY LINDSAY WILLETT; and SOPHIE KLIMENKO.

b. \$3,000.00 Cash Gift. The Trustee shall distribute the sum of Three Thousand Dollars (\$3,000.00) to PERRY WALL if he survives the Grantor.

c. \$5,000.00 Cash Gift. The Trustee shall distribute the sum of Five Thousand Dollars (\$5,000.00) to each of the following named beneficiaries as shall survive the Grantor: NICK AQUILINO; BARBARA McRAE; GEORGE SLUPSKI; and ROBERT NORTON.

2. Marital Trust. If the Grantor's wife, PATSY Z. ANTONIOUS, survives the Grantor, the Trustee is to set aside an amount equal to thirty percent (30%) of the Grantor's gross estate, as reduced by any joint property held jointly with the Grantor's said wife, or insurance or deferred compensation assets of which the Grantor's wife may be the designated beneficiary, to be held in further trust on the following terms and conditions and for the following uses and purposes:

a. Distribution of Income to Wife. During the lifetime of the Grantor's wife, PATSY Z. ANTONIOUS, the Trustee shall pay to or for her use and benefit all of the net income from the Marital Trust in convenient installments made at least quarter-annually. All accumulated, accrued and undistributed income at the death of the Grantor's wife shall be distributed to her estate.

b. Disposition Upon Death of Wife. Upon the death of the Grantor's wife, the Trustee shall distribute the then remaining principal of the Marital Trust as follows:

(1) Forty-five percent (45%) thereof to the Grantor's daughter, CAROL GUERREIRI, or if she has predeceased the Grantor, to her then living lineal descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

(2) Forty-five percent (45%) thereof to the Grantor's son, DENNIS D. ANTONIOUS, or if he has predeceased the Grantor, to his then living lineal

descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

(3) Ten percent (10%) thereof to the Grantor's daughter, JENIFER ANTONIOUS, or if she has predeceased the Grantor, to her then living lineal descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

c. Other Marital Trust Provisions. The following provisions shall apply to the Marital Deduction Trust Share:

(1) I understand that all or some of the Marital Deduction Trust Share may qualify for the marital deduction in my estate as qualified terminable interest property. Notwithstanding any other provisions herein, if all or some of the Marital Deduction Trust Share is elected to qualify for the marital deduction in my estate, then the Trustee shall exercise no power of authority over the qualified terminable interest property which could be construed to cause such property to fail to qualify for the marital deduction in my estate.

(2) Underproductive property shall not be held as qualified terminable interest property for more than a reasonable period of time during the lifetime of my wife without my wife's written consent.

(3) I suggest but do not mandate that the personal representative of my estate elect to have the Marital Deduction Trust Share qualify for the marital deduction in my estate.

d. Payment of Estate Taxes on Marital Deduction Trust Share. Upon the death of my wife, and upon the request of the personal representative of my wife's estate, the Trustee shall pay to the personal representative of her estate from the property then comprising the Marital Deduction Trust Share property having an aggregate fair market value equal in amount to the aggregate of any increases in federal or state taxes, or other death taxes, on her estate, measured by the differences between the taxes actually payable and the taxes which would have been payable if such trust estate had been excluded from her taxable estate. The Trustee may rely upon the certificate of her personal representative as to all facts pertaining hereto, and such payment shall be applied in satisfaction of my wife's estate's rights of

apportionment of death taxes attributable to the inclusion of the Marital Deduction Trust Share in her estate. The Trustee shall distribute the then remaining property comprising the Marital Deduction Trust Share to the Residuary Trust Share.

3. Residuary Trust Estate. The Trustee shall distribute all of the rest, residue and remainder of the Grantor's trust estate, after the payment of debts, taxes, other obligations, and the distribution of the cash gifts described above, if any, as follows:

a. Distribution of Residuary Trust Estate of Less Than \$1 Million. If the value of the Grantor's residuary trust estate, as finally determined for federal estate tax purposes, is less than the sum of One Million Dollars (\$1,000,000.00), then the Trustee shall distribute the residuary trust estate as follows:

(1) Twenty Thousand Dollars (\$20,000.00) to the Grantor's grandson, STEVEN GUERREIRI, if he survives the Grantor.

(2) Ten Thousand Dollars (\$10,000.00) to the Grantor's grandson, JOSH ^{ANTONIOUS} GUERREIRI, if he survives the Grantor.

(3) Ten Thousand Dollars (\$10,000.00) to the Grantor's grandson, MARK ANTONIOUS, if he survives the Grantor.

(4) Ten Thousand Dollars (\$10,000.00) to the Grantor's grandson, JEFFRY ANTONIOUS, if he survives the Grantor.

(5) Five Thousand Dollars (\$5,000.00) to the Grantor's grandson, JEFF ANTONIOUS, if he survives the Grantor.

(6) Five Thousand Dollars (\$5,000.00) to the Grantor's grandson, JASON ANTONIOUS, if he survives the Grantor.

(7) Five Thousand Dollars (\$5,000.00) to the Grantor's granddaughter, MEGAN ANTONIOUS, if she survives the Grantor.

(8) Five Thousand Dollars (\$5,000.00) to the Grantor's granddaughter, DENISE ANTONIOUS.

(9) After distribution of the cash gifts set forth in paragraphs (1) through (8) of this paragraph 3.a. above, the Trustee shall distribute the remaining balance of the Grantor's residuary trust estate as follows:

(a) Forty-five percent (45%) thereof to the Grantor's daughter, CAROL GUERREIRI, or if she has predeceased the Grantor, to her then living lineal descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

(b) Forty-five percent (45%) thereof to the Grantor's son, DENNIS D. ANTONIOUS, or if he has predeceased the Grantor, to his then living lineal descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

(c) Ten percent (10%) thereof to the Grantor's daughter, JENIFER ANTONIOUS, or if she has predeceased the Grantor, to her then living lineal descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

b. Distribution of Residuary Trust Estate of More Than \$1 Million But Less Than \$3 Million. If the value of the Grantor's residuary trust estate, as finally determined for federal estate tax purposes, is more than the sum of One Million Dollars (\$1,000,000.00), but does not exceed the sum of Three Million Dollars (\$3,000,000.00), then the Trustee shall distribute the residuary trust estate as follows:

(1) Forty Thousand Dollars (\$40,000.00) to the Grantor's grandson, STEVEN GUERREIRI, if he survives the Grantor.

(2) Twenty Thousand Dollars (\$20,000.00) to the Grantor's grandson, JOSH ^{ANTONIOUS} GUERREIRI, if he survives the Grantor.

(3) Twenty Thousand Dollars (\$20,000.00) to the Grantor's grandson, MARK ANTONIOUS, if he survives the Grantor.

(4) Twenty Thousand Dollars (\$20,000.00) to the Grantor's grandson, JEFFRY ANTONIOUS, if he survives the Grantor.

(5) Ten Thousand Dollars (\$10,000.00) to the Grantor's grandson, JEFF ANTONIOUS, if he survives the Grantor.

(6) Ten Thousand Dollars (\$10,000.00) to the Grantor's grandson, JASON ANTONIOUS, if he survives the Grantor.

(7) Ten Thousand Dollars (\$10,000.00) to the Grantor's granddaughter, MEGAN ANTONIOUS, if she survives the Grantor.

(8) Ten Thousand Dollars (\$10,000.00) to the Grantor's granddaughter, DENISE ANTONIOUS.

(9) After distribution of the cash gifts set forth in paragraphs (1) through (8) of this paragraph 3.b. above, the Trustee shall distribute the remaining balance of the Grantor's residuary trust estate as follows

(a) Forty-one percent (41%) thereof to the Grantor's daughter, CAROL GUERREIRI, or if she has predeceased the Grantor, to her then living lineal descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

(b) Forty-one percent (41%) thereof to the Grantor's son, DENNIS D. ANTONIOUS, or if he has predeceased the Grantor, to his then living lineal descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

(c) Eighteen percent (18%) thereof to the Grantor's daughter, JENIFER ANTONIOUS, or if she has predeceased the Grantor, to her then living lineal descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

c. Distribution of Residuary Trust Estate of More Than \$3 Million But Less Than \$7 Million. If the value of the Grantor's residuary trust estate, as finally determined for federal estate tax purposes, is more than the sum of Three Million Dollars (\$3,000,000.00), but does not exceed the sum of Seven Million Dollars (\$7,000,000.00), then the Trustee shall distribute the residuary trust estate as follows:

(1) One Hundred Thousand Dollars (\$100,000.00) to the Grantor's grandson, STEVEN GUERREIRI, if he survives the Grantor.

(2) Fifty Thousand Dollars (\$50,000.00) to the Grantor's grandson, JOSH ^{ANTONIOUS} GUERREIRI, if he survives the Grantor.

(3) Fifty Thousand Dollars (\$50,000.00) to the Grantor's grandson, MARK ANTONIOUS, if he survives the Grantor.

(4) Fifty Thousand Dollars (\$50,000.00) to the Grantor's grandson, JEFFRY ANTONIOUS, if he survives the Grantor.

(5) Twenty-Five Thousand Dollars (\$25,000.00) to the Grantor's grandson, JEFF ANTONIOUS, if he survives the Grantor.

(6) Twenty-Five Thousand Dollars (\$25,000.00) to the Grantor's grandson, JASON ANTONIOUS, if he survives the Grantor.

(7) Twenty-Five Thousand Dollars (\$25,000.00) to the Grantor's granddaughter, MEGAN ANTONIOUS, if she survives the Grantor.

(8) Twenty-Five Thousand Dollars (\$25,000.00) to the Grantor's granddaughter, DENISE ANTONIOUS.

(9) After distribution of the cash gifts set forth in paragraphs (1) through (8) of this paragraph 3.c. above, the Trustee shall distribute the remaining balance of the Grantor's residuary trust estate as follows

(a) Forty and one-half percent (40.5%) thereof to the Grantor's daughter, CAROL GUERREIRI, or if she has predeceased the Grantor, to her then living lineal descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

(b) Forty and one-half percent (40.5%) thereof to the Grantor's son, DENNIS D. ANTONIOUS, or if he has predeceased the Grantor, to his then living lineal descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

(c) Nineteen percent (19%) thereof to the Grantor's daughter, JENIFER ANTONIOUS, or if she has predeceased the Grantor, to her then living lineal descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

d. Distribution of Residuary Trust Estate of More Than \$7 Million. If the value of the Grantor's residuary trust estate, as finally determined for federal estate tax

purposes, exceeds the sum of Seven Million Dollars (\$7,000,000.00), then the Trustee shall distribute the residuary trust estate as follows:

(1) Two Hundred Thousand Dollars (\$200,000.00) to the Grantor's grandson, STEVEN GUERREIRI, if he survives the Grantor.

(2) One Hundred Thousand Dollars (\$100,000.00) to the Grantor's grandson, JOSH ^{ANTONIOUS} ~~GUERREIRI~~, if he survives the Grantor.

(3) One Hundred Thousand Dollars (\$100,000.00) to the Grantor's grandson, MARK ANTONIOUS, if he survives the Grantor.

(4) One Hundred Thousand Dollars (\$100,000.00) to the Grantor's grandson, JEFFRY ANTONIOUS, if he survives the Grantor.

(5) Fifty Thousand Dollars (\$50,000.00) to the Grantor's grandson, JEFF ANTONIOUS, if he survives the Grantor.

(6) Fifty Thousand Dollars (\$50,000.00) to the Grantor's grandson, JASON ANTONIOUS, if he survives the Grantor.

(7) Fifty Thousand Dollars (\$50,000.00) to the Grantor's granddaughter, MEGAN ANTONIOUS, if she survives the Grantor.

(8) Fifty Thousand Dollars (\$50,000.00) to the Grantor's granddaughter, DENISE ANTONIOUS.

(9) After distribution of the cash gifts set forth in paragraphs (1) through (8) of this paragraph 3.d. above, the Trustee shall distribute the remaining balance of the Grantor's residuary trust estate as follows

(a) Thirty-two and one-half percent (32.5%) thereof to the Grantor's daughter, CAROL GUERREIRI, or if she has predeceased the Grantor, to her then living lineal descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

(b) Thirty-two and one-half percent (32.5%) thereof to the Grantor's son, DENNIS D. ANTONIOUS, or if he has predeceased the Grantor, to his then living lineal descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

(c) Fifteen percent (15%) thereof to the Grantor's daughter, JENIFER ANTONIOUS, or if she has predeceased the Grantor, to her then living lineal descendants, per stirpes, and if survived by none, to the Grantor's then living lineal descendants, per stirpes.

(d) Five percent (5%) thereof shall be divided equally among the individual beneficiaries named in paragraphs C.1.a., b., and c. of this Article III, above, as shall survive the Grantor. The Grantor does not want any distinction made among the beneficiaries named in paragraphs C.1.a., b., and c. even though they may be receiving different specific devises.

(e) Five percent (5%) thereof shall be distributed to the GREEK ORTHODOX CHURCH, to be divided equally among such churches located in: (1) Sarasota, Florida; (2) Baltimore, Maryland; and (3) Newport News, Virginia.

(10) Anthony J. Antonious Charitable Trust. The remaining ten percent (10%) of the Grantor's residuary trust estate shall be held in further trust by the successor Trustees hereinafter named, which trust shall be known as the Anthony J. Antonious Charitable Trust (hereinafter referred to as the "Charitable Trust"), and which shall be held, administered, and distributed as follows:

(a) The income of the Charitable Trust shall be distributed annually to such charitable organizations as the Trustees shall select, and which shall be qualified organizations described in sections 170(c), 2055(a), and 2522(a) of the Internal Revenue Code at the time when any principal or income of the trust is to be distributed to such organizations. Any income not so distributed annually shall be added to the principal of this trust share. It is the Grantor's desire that the Trustees select such charitable organizations which are engaged in assistance for the indigent, in the support of churches, and especially in any program sponsored by a church which provides assistance to the indigent, and to provide educational scholarships to the indigent, the eligibility of such charitable organizations, programs, and participants being in the sole and absolute discretion of the Trustees then serving hereunder.

(b) I hereby empower the Trustees, if they desire so to do, to form and organize a corporation for the purposes provided for the Charitable Trust by this agreement, such corporation to be organized under the laws of Florida, or any other state, or under the laws of the United States, as may be determined by the Trustees; such corporation when organized to have power to administer and control the affairs and property of the Charitable Trust, and to carry out the purposes of this trust. Such corporation, if organized, shall be named THE ANTHONY J. ANTONIOUS CHARITABLE FOUNDATION, INC. Upon the creation and organization of such corporation, the Trustees are authorized to convey to such corporation all the property and assets to which the Charitable Trust may be or become entitled. It is the purpose of this provision that such corporation, if incorporated and organized as by this paragraph provided, shall take the place of the Charitable Trust as if created in the first instance. Such corporation, if formed, shall have the same powers and authority as are vested in the Trustees by this agreement, subject to the same limitations and restrictions. The Trustees of this Charitable Trust shall be the incorporators of such corporation, together with such other persons as may be chosen for the purpose, and the Trustees shall constitute and act as the first Board of Directors of such corporation, together with such other persons as the Trustees may select. The application for charter, the provisions thereof, the organization, the bylaws, rules and regulations, and other provisions for the management of such corporation and its affairs and property shall be such as the Trustees named in this agreement, or those persons then acting as such, or a majority of them shall determine, provided, however, that such corporation shall be organized and operated so as to qualify for exemption under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they may exist as they may be amended.

(c) The purposes for which this Charitable Trust is organized are exclusively religious, charitable, scientific, literary and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provision of this Trust Agreement, the Charitable Trust shall not carry on any activities not permitted to be carried on by an organization exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code and contributions to which are deductible under Sections

170(c)(2), 2055(a), and 2522(a) of such code and regulations as they may now exist or as they be amended.

(d) No part of the Charitable Trust's income or property shall inure to the private benefit of any donor, trustee, officer or individual whether or not such individual has a personal or private interest in the activities of the Charitable Trust except that distributions from the Charitable Trust may be made to individuals for religious, scientific, literary or educational purposes, or to trustees, officers or directors, as reasonable compensation for services rendered to the Charitable Trust. The Charitable Trust shall not in any way, directly or indirectly, engage in carrying on propaganda or otherwise attempt to influence legislation, or participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

(e) The Charitable Trust may undertake, promote, develop and carry on religious, charitable, scientific, literary or educational works; support, assist and maintain in whole or in part religious, charitable, scientific, literary or educational agencies or institutions, and without limiting the generality of the foregoing, in the absolute discretion of the Trustees, receive property by gift, grant, purchase, devise, bequest, or by any lawful manner, and make donations, gifts, contributions and loans to or for the use of any and all corporations, organizations, foundations, institutions, the United States, (any state or political subdivision thereof), governmental bodies, individuals, or projects for religious, charitable, scientific, literary or educational purposes.

(f) Notwithstanding any other provisions of this Trust Agreement, no power or authority shall be exercised by the Trustees or any other party in any manner or for any purpose that may jeopardize the status of the Charitable Trust as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may be amended; nor shall the Trustees engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; nor retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; nor make any investments in such a manner as to incur tax liability under

Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; nor make any taxable expenditures as defined in §4945(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

(g) In this Trust Agreement, references to “charitable organizations” or “charitable organization” mean corporations, trusts, funds, foundations or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia or any possession of the United States, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do not participate in or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office. It is intended that an organization described in this paragraph shall be entitled to exemption from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law), and that any contributions to an organization described in this paragraph shall be deductible under Sections 170(c)(2), 2055(a), and 2522(a) of such code.

(h) In this Trust Agreement, the term “charitable purposes” shall be limited to and shall include only charitable, religious, scientific, literary or educational purposes within the meaning of those terms as used in Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Revenue law), and shall be further limited to only such purposes as would constitute charitable purposes under the law of trusts of the State of Florida.

(i) If the assets of the Charitable Trust are not sufficient to continue the operation of the Charitable Trust, the Trustees may terminate the Charitable Trust, provided that the Trustees shall distribute the then remaining principal of the Charitable Trust, together with any accumulated, accrued, and undistributed income, to such charitable organization or organizations which are engaged in assistance for the indigent, in the

support of churches, and especially in any program sponsored by a church which provides assistance to the indigent, and is engaged in providing educational scholarships to the indigent, the eligibility of such charitable organizations, programs, and participants being in the sole and absolute discretion of the Trustees then serving hereunder, and which shall be qualified charitable organizations described in sections 170(c), 2055(a), and 2522(a) of the Internal Revenue Code at the time when any principal or income of the trust is to be distributed to such organizations. It is the Grantor's intention that this final charitable gift be made in the memory of ANTHONY J. ANTONIOUS in furtherance of his lifetime wish to benefit humanity.

ARTICLE IV. OTHER TRUST PROVISIONS

The trusts hereinabove created shall be subject to the following terms and conditions:

A. Facility of Payments. During the continuation of the trusts and during the period of incapacity of any beneficiary, it shall not be necessary to have a guardian appointed for any beneficiary with respect to any disbursements herein authorized or directed to be made to or for the use and benefit of such beneficiary; instead, the Trustee may make any such payments either directly to such beneficiary or to some other person, firm, institution or corporation for such beneficiary's benefit and the receipt of such person, firm, institution or corporation or of such beneficiary shall fully acquit Trustee to the extent of the payment or payments so made.

B. Spendthrift Provisions. All beneficiaries hereunder shall be without power, voluntarily or involuntarily, to sell, mortgage, pledge, hypothecate, assign, alienate, anticipate, transfer or convey any interest in the trust estate or property or the income therefrom until the same is actually paid into their hands and no interest of any beneficiary in, or claim to, the trust estate or any part thereof, shall be subject to the claims of his or her creditors, nor to judgment, levy, execution, sequestration, attachment, bankruptcy proceedings or other legal process. In the event any beneficiary hereunder shall attempt to transfer or in any manner affect his or her interest in the trust estate or the income therefrom by voluntary act or by operation of law, or in the event any attempt is made to levy upon, garnish, attach or sequester any such interest in the income or principal or to subject the same to the claims of creditors or others, all payments to or for such beneficiary shall thereupon or thereafter, in the sole discretion of the Trustee, be made

either to such beneficiary personally, or be used by Trustee for the benefit of such beneficiary. The provisions of this paragraph shall not be construed to prohibit any beneficiary from executing a disclaimer.

C. Trust for Younger Beneficiaries. To the extent that the provisions of this Agreement provide for final distribution of the trust estate to any beneficiary who shall not have attained the age of twenty-one (21) years at the time of such distribution, such provisions are subject to the proviso that such portion of the trust estate to which any such beneficiary would become entitled shall vest in said beneficiary but shall be retained by the Trustee until such beneficiary attains such age. The Trustee is authorized and directed in the meantime to pay to or for the use and benefit of such beneficiary such amounts from income and, if necessary, principal from his or her share as the Trustee shall deem necessary for the health, maintenance and education, including preparatory, vocational, collegiate and professional education, of such beneficiary. In the event of the death of any such beneficiary after vesting but prior to attaining the age of twenty-one (21) years, the Trustee shall forthwith distribute such share to the estate of such beneficiary.

ARTICLE V. POWERS OF ADMINISTRATION AND MANAGEMENT

Except as may otherwise be provided herein, the Trustee shall have the following specific powers which shall be in addition to and not in lieu of those powers granted to Trustees under the laws of the State of Florida and specifically Section 737.402, Florida Statutes, to wit:

A. Retain Property. To retain any property transferred, devised or bequeathed to the Trustee, or any undivided interest therein, regardless of any lack of diversification, risk or non-productivity.

B. Sell, Exchange, Invest and Reinvest. To hold and retain, sell, convey, exchange, purchase or otherwise acquire any assets and any and all of the trust property and any reinvestments thereof from time to time for such prices and upon such terms as it shall deem fit, and to invest and reinvest in, or exchange for, any stocks, bonds, notes, real estate mortgages, real estate or any other securities, including shares or interests in investment trusts or common trust funds now or hereafter maintained by the Trustee and including shares of stock of any

corporate trustee or its affiliates; said Trustee to have as wide latitude in the selection and making of any investments as one holding said property free of any trust would have, and not be restricted to the investments for trustees as fixed by the statutes or laws of the State of Florida or of any other jurisdiction.

C. Maintenance of Securities. The Trustee is authorized to buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers and may pledge any securities held or purchased by it with such brokers as security for loans and advances made to the Trustee.

D. Lease and Sublease. To lease and sublease without time limit, subdivide, or improve real estate and to tear down or alter improvements thereon; to grant easements, give consents and make contracts relating to real estate or its use and to release or dedicate any interest in real estate.

E. Borrow. To borrow money and to mortgage or pledge any property in the trust estate.

F. Hold Property. To keep and hold any property in the name of a nominee with or without disclosure of any fiduciary capacity.

G. Vote by Proxy. To vote in person or by general or limited proxy any shares of stock or other securities held by Trustee; to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution or liquidation of any corporation in which the trust estate may have any interest, or to the sale, lease, pledge or mortgage of any property by or to any such corporation; and to make any payments and to take any steps which Trustee deems necessary to enable Trustee to obtain the benefit of any such transaction.

H. Retain Property Value. To take any action with respect to conserving or realizing upon the value of any trust property, and with respect to foreclosures, reorganizations or other changes affecting the trust property; to collect, pay, contest, compromise or abandon demands of or against the trust estate; and to execute subscription rights, contracts, notes, conveyances or other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the trust estate and containing provisions excluding personal liability.

I. Employ Agents. To employ agents, attorneys, auditors, depositories and proxies, with or without discretionary power. The Grantor specifically authorizes the Trustee to employ a bank or trust company as an agent for the Trustee and to pay the agency expenses as a cost of administration of the trust.

The Trustee is authorized to employ ROBERT NORTON, or such other party as the Trustee deems appropriate, to serve as an advisor with regard to any assets of the trust which are related to the sport of golf and the manufacturing, licensing, and development of its associated equipment. The Trustee is further authorized to pay such advisor a reasonable fee for his services.

J. Distribute in Cash or in Kind. To make any division or distribution directed hereunder in cash or in kind or both and to allot different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries, but any property divided or distributed shall be taken at its fair market value.

K. Common Fund. For convenience of administration or investment, the Trustee may hold the several trusts as a common fund, divide the income proportionately among them, assign undivided interests to the several trusts, and make joint investments of the trust funds.

L. Termination of Trust Shares. The Trustee may terminate any of the trust shares if, in the Trustee's sole discretion, the trust amount does not warrant the cost of continuing the trust share, or if its administration would otherwise be impractical. Upon termination, the Trustee shall pay the principal and any undistributed income of such trust share proportionately to the then income beneficiaries of the trust share. Upon such termination, the rights of all other persons who might have an interest as succeeding life tenants or remaindermen or otherwise shall cease. If any such person shall be a minor, or, in the opinion of the Trustee, mentally or physically incapacitated, the Trustee may pay the share of such fund of such person to his or her parent or parents, to the guardian of his or her property, or to a person selected by the Trustee as custodian under the Florida Uniform Transfers to Minors Act. No resigning Trustee shall be entitled to a termination fee, but shall be entitled to its costs and expenses incident to the transfer of trust assets. The decision of the Trustee as to termination of the trust share and to whom the share shall be paid shall be conclusive.

M. Allocation of Principal and Income. The Trustee shall follow the Florida Uniform Principal and Income Law in determining how all receipts and disbursements shall be credited, charged or apportioned as between income and principal. Any income accrued or unpaid on trust property when received by the Trustee shall retain its character as income and shall not become a part of the principal hereof. Except as otherwise provided, income accrued and undistributed by the Trustee at the termination of any beneficiary's interest herein shall go to the beneficiary entitled to the next eventual interest in such share of the trust estate.

N. Intellectual Property. The Trustee is specifically authorized to take any action necessary to protect any intellectual property of any business, including but not limited to protecting any trade names, patents, and copyrighted material and to negotiate the exclusive or non-exclusive licensing or sale of such intellectual property on a worldwide basis and to take such action as may be necessary for the enforcement of such licensing or sale agreements.

O. Notification of Birth, Marriage or Death. Until the Trustee has been notified of any birth, marriage or death, Trustee shall incur no liability to persons who have been affected by such event for good faith disbursements.

P. Compensation of Trustee. The Trustee shall be entitled to reasonable compensation for its services in administering and distributing the trust property and to reimbursement for expenses. The Trustee shall render to the income beneficiaries of the trust estate, at least annually, statements of accounts of receipts and disbursements.

Q. Exercise of Trustees Powers. All powers hereinabove granted to the Trustee or conferred upon Trustee by law shall continue and be exercised by the Trustee until all provisions of this instrument are fully executed.

ARTICLE VI. SUCCESSOR TRUSTEES

A. In the event of the death, resignation or inability of ANTHONY J. ANTONIOUS to serve as a Trustee of this trust, WILLIAM T. HARRISON, JR., and RIC GREGORIA shall serve as successor Co-Trustees, without bond. In the event of the death, resignation or inability of either WILLIAM T. HARRISON, JR., or RIC GREGORIA to serve or to continue to serve as a Co-Trustee, then the other shall serve as sole successor Trustee, without bond. In the event

neither WILLIAM T. HARRISON, JR., nor RIC GREGORIA shall be able or willing to serve or to continue to serve as a Trustee, the Grantor nominates and appoints his daughter, CAROL GUERREIRI, and his son, DENNIS D. ANTONIOUS, to serve as successor Co-Trustees, without bond. In the event of the death, resignation or inability of either CAROL GUERREIRI or DENNIS D. ANTONIOUS to serve or to continue to serve as a Co-Trustee, then the other shall serve as sole successor Trustee, without bond.

B. Any successor Trustee to the Trustee is specifically relieved of any liability by reason of any act of omission or commission by the said Grantor while serving as a Trustee of this trust.

C. If there shall be more than one Trustee, the Grantor does hereby authorize each of the Trustees to delegate any and all of said Trustee's power and authority, including discretionary power, to any one or more of the other acting Trustees so that it shall not be necessary for all Trustees to do and perform the acts required to administer the trusts.

D. Upon written certification by two medical doctors licensed to practice medicine in any state of the United States of America that the Trustee or any successor Trustee is mentally or physically incapacitated for the performance of the duties as Trustee, it shall not thereafter be necessary that the Trustee or any successor Trustee resign or be removed in order that the trust may continue to be executed; instead, upon receipt by the next named successor Trustee of such written certification by two medical doctors, the next named successor Trustee shall thereafter administer all trusts during the incapacity of the Trustee or any successor Trustee as if the Trustee had resigned as such Trustee.

E. A certificate signed by a successor Trustee and acknowledged by said successor Trustee before a Notary Public shall be conclusive evidence upon all persons and for all purposes of the facts stated in the certificate respecting the identity of the Trustee who is from time to time serving under this agreement.

ARTICLE VII. OPERATION OF BUSINESS BY TRUSTEE

The Grantor presently owns an interest in several business enterprises and anticipates that, at the time of his death, he will own such interests in these businesses or in successors

thereto, or that he may own controlling interests in other business enterprises (whether operated in the form of a corporation, limited liability company, general or limited partnership or a sole proprietorship), referred to herein as "the business," and the Grantor wishes to provide for the event that such business enterprises may be in his estate at the time of his death.

A. Supplemental Powers. The Grantor vests in the Trustee the following supplemental powers, without limitation, in addition to powers conferred by this document and by law:

1. To retain and continue to operate the business.
2. To control, direct and manage the business. The Trustee in its sole discretion shall determine the manner and extent of its active participation in the operation, and the Trustee may delegate all or any part of its power to supervise and operate to such person or persons as it may select, including any associate, partner, officer or employee of the business.
3. To hire and discharge officers and employees, fix their compensation and define their duties, and to employ, compensate and discharge agents, attorneys, consultants, accountants and such other representatives (including any beneficiary in any of the foregoing capacities) as the Trustee may deem appropriate.
4. To invest trust funds in such business; to pledge other assets of the trust as security for loans made to such business; and to loan funds from the trust to such business.
5. To organize a corporation, limited liability company or partnership under the laws of this or any other state or country and to transfer thereto all or any part of the business or other property held in the estate or trust, and to receive in exchange therefor such stocks, membership interests, partnership interests, bonds and other securities as the Trustee may deem advisable.
6. To take any action required to convert any business entity into another form of business entity.
7. To treat the business as an entity separate from the estate or trusts. In its accountings to the Court and to any beneficiaries, the Trustee shall only be required to report the earnings and condition of the business in accordance with standard business accounting practice.

8. To retain in the business such amount of the net earnings for working capital and other purposes of the business as the Trustee may deem advisable in conformity with sound business practice.

9. To sell or liquidate all or any part of any business at such time and price and upon such terms and conditions (including credit) as the Trustee, in its sole discretion, may determine, and the Trustee is specifically authorized and empowered to make such sale to any partner, director, officer or employee of the business or to any beneficiary hereunder.

10. To exercise any of the rights and powers herein conferred in conjunction with another or others.

11. To diminish, enlarge or change the scope or nature of any business.

12. To take any action necessary to protect any intellectual property of any business, including but not limited to protecting any trade names, patents, and copyrighted material.

B. Corporation Status. If any business operated by the Trustee pursuant to the authorization contained herein shall be unincorporated or shall operate as a general partnership, then the Grantor directs that all liabilities arising therefrom shall be satisfied first from the business itself and second out of the estate or trust estates. It is the Grantor's intention that in no event shall any such liability be enforced against the Trustee personally. If the Trustee shall be held personally liable, the Trustee shall be entitled to be indemnified first from the assets comprising the business and second from the estate or trust estates.

C. Risks Inherent. The Grantor is aware that certain risks are inherent in the operation of any business. Therefore, the Trustee shall not be held liable for any loss resulting from the retention and operation of any business unless such loss shall result directly from the Trustee's gross negligence or willful misconduct. In determining any questions of liability for losses, it should be considered that the Trustee is engaging in a speculative enterprise at the Grantor's express request.

D. Partnership Interests. The Trustee may accept any statement which may have been furnished or submitted by the partners or any partnership in which the Grantor may have an interest at his death as to any sums of money that may be payable or deliverable to the Trustee or

any other person. If such statement is accepted by the Trustee, it shall be conclusive and binding upon any person or persons who have an interest in the Grantor's estate. Accordingly, the Grantor directs that no inventory or accounting by any such partnership shall be required to be filed in connection with the administration of the Grantor's estate, unless the Trustee shall deem it desirable.

E. Inspection, Review and Monitoring. The Trustee may, in the Trustee's sole discretion, periodically inspect, review and monitor, or require the inspection, review and monitoring of any and all property held hereunder for the purpose of determining compliance with any law, rule or regulation affecting such property, with all expenses of such inspection, review and monitoring to be paid out of the income or principal of the Trust.

ARTICLE VIII. DEFINITIONS AND MISCELLANEOUS PROVISIONS

A. All questions concerning the meaning and intentions of this trust and concerning its validity and all questions relating to performance under it shall be judged and resolved in accordance with the laws of the State of Florida.

B. As used in this Trust Agreement, the term "lineal descendant" or "child" shall include an adopted lineal descendant or a lineal descendant of an adopted lineal descendant, and shall include both the Grantor's natural born and adopted children, grandchildren and great-grandchildren.

C. The term "health" shall include all expenses relating to a person's physical and mental health, and shall include expenses of medical, dental, hospital, and nursing care to maintain, diagnose or treat a person; expenses of physical and mental rehabilitation, therapy and counseling; transportation to obtain any of the foregoing; and the cost of purchasing hospital or medical insurance, and disability income insurance, coverage for such beneficiary, including the usual and customary, family or dependent coverage.

D. The headings are solely for convenience and shall not be used to interpret nor to expand, limit, or modify the terms of this document.

E. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

F. The word "Code" means the Internal Revenue Code of 1986, as amended to the date of this Trust Agreement, and reference herein to any provisions of the Code shall be deemed to refer to corresponding provisions of any subsequent federal tax law.

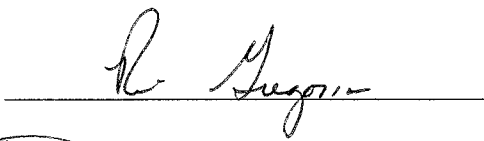
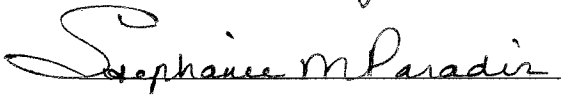
G. Whenever used in this trust, the term "Trustee" shall always include "successor Trustee".


Except as amended and restated herein, the said Trust Agreement dated April 16, 1991, shall remain in full force and effect and the Trustee agrees to be bound thereby and by this Amendment thereto.

IN WITNESS WHEREOF, the parties have signed and sealed this Amendment and Restatement of Trust Agreement on the day first above written.


ANTHONY J. ANTONIOUS
Grantor

Witnesseth:


ANTHONY J. ANTONIOUS
Trustee

The foregoing Amendment and Restatement of Trust Agreement dated April 16, 1991, was signed, declared and published by ANTHONY J. ANTONIOUS, as the Grantor, for the uses and purposes therein contained, in the presence of us the undersigned, who at his special instance

and request, do attest as witnesses after the said Grantor signed his name thereto and in his presence and in the presence of each other at Sarasota, State of Florida, this 9th day of July 2001.

R. Gugen residing at Sarasota, Florida

Stephanie M. L. L. L. residing at Sarasota, Florida

STATE OF FLORIDA
COUNTY OF SARASOTA

SUBSCRIBED AND SWORN TO before me this 9th day of July 2001, by ANTHONY J. ANTONIOUS, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above named person is personally known to me.

Charles W. Mason

Signature of Notary Public

Pamela S. Mason

Print Name of Notary Public

(NOTARY SEAL)

I am a Notary Public of the State
of Florida, and my commission
expires on _____

RfG-441946.1



PAMELA S. MASON
Notary Public, State of Florida
My Comm. Exp. Oct. 25, 2004
No. CC972191

IN THE CIRCUIT COURT FOR SARASOTA COUNTY,

FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF

File No. _____

ANTHONY J. ANTONIOUS,
Deceased.

DECLINATION TO SERVE AS PERSONAL REPRESENTATIVES

WILLIAM T. HARRISON JR. and RIC GREGORIA are Co-Personal Representatives nominated under Article IV of the Last Will and Testament dated July 9, 2001 of ANTHONY J. ANTONIOUS, who died on August 23, 2006.

WILLIAM T. HARRISON, JR. and RIC GREGORIA wish to decline to serve as Personal Representatives.

NOW, THEREFORE, the undersigned, WILLIAM T. HARRISON, JR. and RIC GREGORIA do hereby decline to serve as Co-Personal Representatives of the estate of ANTHONY J. ANTONIOUS, and consent to the appointment of DENNIS D. ANTONIOUS and CAROL GUERREIRI, as Co-Personal Representatives of the Estate of ANTHONY J. ANTONIOUS.

Dated this 7 day of September, 2006.

William T. Harrison Jr
WILLIAM T. HARRISON, JR.

Ric Gregoria
RIC GREGORIA

WILLIAMSPARKER
HARRISON DIETZ & GETZEN

ATTORNEYS AT LAW
200 SOUTH ORANGE AVENUE
SARASOTA, FLORIDA 34236
T: (941) 366-4800
F: (941) 366-5109
RIC GREGORIA, BOARD CERTIFIED
WILLS, TRUSTS, AND ESTATES

September 7, 2006

Mrs. Carol Guerreiri
15 Rhonda Place
Wanaque, NJ 07465

Re: Estate of Anthony J. Antonious

Dear Carol:


As we discussed, Bill and I have signed a Declination to Serve as Personal Representatives in regards to the administration of your father's estate. This will allow you and your brother to serve since you are named as alternate Personal Representatives. Enclosed for your records is a copy of the 'Declination' form.

We have also filed your father's original Will dated July 9, 2001 with the probate division of the Circuit Court in Sarasota County as required by law. We will also file the Declination to Serve as Personal Representatives with the Court if you need to proceed with opening an estate administration.

We are enclosing a copy of the Will along with a copy of his Amendment and Restatement of Trust Agreement dated July 9, 2001 for your files.

Please let us know if we may be of any further assistance.

Sincerely,



Ric Gregoria

RG/lt

Cc: Dennis D. Antonious

DURABLE POWER OF ATTORNEY

OF

ANTHONY J. ANTONIOUS

KNOW ALL MEN BY THESE PRESENTS, that I, ANTHONY J. ANTONIOUS, have made, constituted and appointed, and by these presents do make, constitute and appoint my children, CAROL GUERREIRI and DENNIS D. ANTONIOUS, as my true and lawful attorneys for me and in my name, place and stead:

1. More than one attorney in fact is named above. It is my intention that each of the above named attorneys in fact shall have each and every of the following powers, and it is not necessary for said attorneys to act jointly. Each of them shall have the right and authority to act separately and individually as my true and lawful attorney for me and in my name, place and stead without the necessity of consent or joinder of the other.

2. To buy, sell, lease, convey, exchange or otherwise acquire and dispose of all or any part of any real property or tangible or intangible personal property, including stocks, bonds, debentures, or other securities, for such price and upon such terms as my attorney may deem proper; to receive or execute, acknowledge and deliver good and sufficient deeds, leases, assignments, stock powers or other instruments for the conveyance or transfer of same with or without covenants or warranties as my attorney may deem proper; and to give or receive good and effective receipts for all or any part of the purchase price, consideration, income or dividends arising therefrom. This authority specifically includes the authority to execute stock powers or similar documents on my behalf and to delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my name or my nominee's name. This authority further specifically includes the authority to convey or mortgage homestead property. If I am married, the attorney may not mortgage or convey homestead property without joinder of my spouse or my spouse's legal guardian. Joinder by my spouse may be accomplished by the exercise of authority in a durable power of attorney executed by my spouse, and either one of us may appoint the other as his or her attorney in fact.

3. To borrow or loan any sum or sums of money on such terms and conditions and with such security (either real or personal) as my attorney may deem proper, and for that purpose to receive or execute, acknowledge and deliver all promissory notes, bonds, mortgages, security instruments and other instruments or property which my attorney may deem necessary or proper.

4. To deposit money in and withdraw money from any bank, savings and loan association or savings bank (including any account of which I am a joint tenant, tenant by the entirety or the owner-trustee of a Totten trust for another); to execute or endorse checks (including any government checks), withdrawal requests, notes, bonds, drafts or other negotiable or non-negotiable instruments and stock certificates; and to have full access to all safe deposit boxes (including any safe deposit box held jointly with any other person).

PATENT

REEL: 028724 FRAME: 0826

5. To ask, demand, compromise, recover and receive any and all sums of money, debts, chattels and effects due or payable or which may at any time be due or payable and upon receipt thereof to make, execute, acknowledge and deliver such receipts, releases, partial releases, satisfactions and other discharges as my attorney may deem necessary or proper.

6. To commence, prosecute, discontinue, compromise or defend all actions or other proceedings in any court or before any commission, board or administrative body.

7. To prepare, execute and file any tax returns required by any municipal, state or federal government or agency thereof and to pay any amount due thereon and to make claim for and collect any refund or rebate on any tax return.

8. To transfer assets to a trust described in Section 733.707(3), Florida Statutes, of which I am the grantor. My attorney shall not have authority to exercise any general or special power of appointment held by me, to revoke or amend any will or trust agreement (other than a Totten trust) made by me, or to change the ownership or beneficiary designation of any of my life insurance, pension plans, deferred compensation arrangements, or Individual Retirement Accounts.

9. For all or any of the purposes of these presents and for any other purpose, my attorney shall have full power and authority to enter into and sign, seal, execute, acknowledge and deliver any contracts, deeds, assignments, satisfactions, releases, partial releases, agreements, stock powers, proxies, motor vehicle title certificates, or other instruments whatsoever, and to draw, accept, make, endorse, discount or otherwise deal with any bills of exchange, checks, promissory notes or other commercial or mercantile instruments.

10. In general, to do all other acts, deeds, matters and things whatsoever in or about my estate, property and affairs, or to concur with any persons jointly interested therein in doing all acts, deeds, matters and things herein, either particularly or generally described and any and all other acts, deeds, matters and things though not particularly or generally set forth herein, as fully and effectively to all intents and purposes as I the undersigned could do if personally present; and to employ, retain in employment and discharge such persons (both professional and otherwise) as my attorney may deem necessary to assist in the performance of any of the foregoing.

With full power of revocation reserved in me, I hereby grant to my attorney each and every foregoing power and authority, and I hereby ratify and confirm all that my attorney shall lawfully do or cause to be done by virtue hereof. I hereby declare that everything my attorney shall do or cause to be done under the provisions hereof after revocation of this power of attorney shall be valid and effectual in favor of any person claiming the benefit thereof who relied upon these presents and had no knowledge or notice of such revocation.

This durable power of attorney shall not be affected by my disability except as provided by the laws of the State of Florida or the United States. It is my intent that the power conferred upon my attorney shall be exercisable from the date of this instrument, notwithstanding my later disability or incapacity, unless otherwise provided by the laws of the State of Florida or the United States.

This durable power of attorney is made in conformance with the provisions of Section 709.08, Florida Statutes.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of July 2001.

Signed and sealed in the presence of:

Ric Gregoria
Signature of Witness
Ric Gregoria
Print Name of Witness

Anthony J. Antonious
ANTHONY J. ANTONIOUS

Stephanie M. Paradis
Signature of Witness
Stephanie M. Paradis
Print Name of Witness

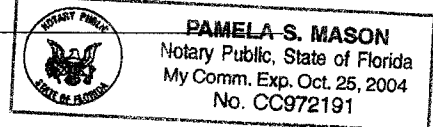
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9th day of July 2001, by ANTHONY J. ANTONIOUS, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Pamela S. Mason
Signature of Notary Public

PAMELA S. MASON
Print Name of Notary Public

I am a Notary Public of the State of
Florida, and my commission
expires on _____



Prepared by:
Ric Gregoria, Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
RIG-442011.1

Date of this notice: 10-09-2007

Employer Identification Number:
26-6055433

Form: SS-4

Number of this notice: CP 575 B

ANTHONY J ANTONIOUS IRRV TR
08232006
CAROL GUERREIRI TTEE
15 RHONDA PL
WANAQUE, NJ 07465

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an EIN. We assigned you EIN 26-6055433. This EIN will identify your estate or trust. If you are not the applicant, please contact the individual who is handling the estate or trust for you. Please keep this notice in your permanent records.

When filing tax documents, please use the label we provided. If this isn't possible, it is very important that you use your EIN and complete name and address exactly as shown above on all federal tax forms, payments, and related correspondence. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If this information isn't correct as shown above, please correct it using the tear off stub from this notice and return it to us so we can correct your account.

Based on the information from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1041

10/24/2007

After our review of your information, we have determined that you have not filed tax returns for the above-mentioned tax period(s) dating as far back as 2006. Please file your return(s) by 10/24/2007. Penalties and interest will continue to accumulate from the due date of the return(s) until it is filed. If you were not in business or did not hire any employees for the tax period(s) in question, please file the return(s) showing that you have no liabilities. If you need tax forms, you can call 1-800-829-3676 or you can download the forms from the IRS website at www.irs.gov.

If you have questions about the form(s) or the due date(s) shown, you can call or write to us at the phone number or address at the top of this notice. If you need help in determining what your tax year is, see Publication 538, Accounting Periods and Methods, available at your local IRS office or you can download this publication from our website at www.irs.gov.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination on your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure 2004-1, 2004-1 I.R.B. 1).

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax related correspondence and documents.

If you have questions, you can call or write to us at the phone number or address at the top of this notice. If you write, please tear off the stub at the end of this notice and send it along with your letter. Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 10-09-2007
EMPLOYER IDENTIFICATION NUMBER: 26-6055433
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||||

ANTHONY J ANTONIOUS IRRV TR
08232006
CAROL GUERREIRI TTEE
15 RHONDA PL
WANAQUE, NJ 07465

OFFICE of VITAL STATISTICS

CERTIFIED COPY

FLORIDA CERTIFICATE OF DEATH

TYPE IN
PERMANENT
BLACK INK

LOCAL FILE NO.

1. DECEDENT'S NAME (First, Middle, Last, Suffix) Anthony J. Antonious				2. SEX Male	
3. DATE OF BIRTH (Month, Day, Year) April 11, 1917		4a. AGE - Last Birthday (Years) 89		5. DATE OF DEATH (Month, Day, Year) August 23, 2006	
6. SOCIAL SECURITY NUMBER 215-01-8919		7. BIRTHPLACE (City and State or Foreign Country) Baltimore, Maryland		8. COUNTY OF DEATH Sarasota	
9. PLACE OF DEATH (Check only one) HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient <input type="checkbox"/> Dead on Arrival NON-HOSPITAL: <input checked="" type="checkbox"/> Hospice facility <input checked="" type="checkbox"/> Nursing Home/Long Term Care Facility <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)					
10. FACILITY NAME (If not institution, give street address) Manorcare Health Services of Sarasota				11a. CITY, TOWN, OR LOCATION OF DEATH Sarasota	
12. MARITAL STATUS (Specify) <input checked="" type="checkbox"/> Married <input type="checkbox"/> Married, but Separated <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married				13. SURVIVING SPOUSE'S NAME (If wife, give maiden name) Patsy Unobtainable	
14a. RESIDENCE - STATE New Jersey		14b. COUNTY Passaic		14c. CITY, TOWN, OR LOCATION Wanaque	
14d. STREET ADDRESS 15 Rhonda Place		14e. APT. NO.		14f. ZIP CODE 07465	
15a. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life.) Do not use "Retired" Designer				15b. KIND OF BUSINESS/INDUSTRY Golf Clubs	
16. DECEDENT'S RACE (Specify the race/ances to indicate what decedent considered himself/herself to be. More than one race may be specified.) <input checked="" type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaskan Native (Specify tribe) <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian (Specify) <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Isl. (Specify)					
17. DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify if decedent was of Hispanic or Haitian Origin.) <input type="checkbox"/> Yes (If Yes, specify) <input checked="" type="checkbox"/> No <input type="checkbox"/> Mexican <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Cuban <input type="checkbox"/> Central/South American <input type="checkbox"/> Haitian					
18. DECEDENT'S EDUCATION (Specify the decedent's highest degree or level of school completed at time of death.) <input type="checkbox"/> 8th or less <input type="checkbox"/> High school but no diploma <input checked="" type="checkbox"/> High school diploma or GED <input type="checkbox"/> College but no degree <input type="checkbox"/> College degree (Specify): <input type="checkbox"/> Associate <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's <input type="checkbox"/> Doctorate					
20. FATHER'S NAME (First, Middle, Last, Suffix) John Antonious				21. MOTHER'S NAME (First, Middle, Maiden Surname) Anna Ana-Nathaniel	
22a. INFORMANT'S NAME Carol L. Guerrieri		22b. RELATIONSHIP TO DECEDENT Daughter		23a. INFORMANT'S MAILING - STATE New Jersey	
23b. CITY OR TOWN Wanaque		23c. STREET ADDRESS 15 Rhonda Place		23d. ZIP CODE 07465	
24. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Lakeview Memorial Park		25a. LOCATION - STATE Maryland		25b. LOCATION - CITY OR TOWN Sykesville	
26a. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input type="checkbox"/> Entombment <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input checked="" type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify)					
26b. IF CREMATION, DONATION OR BURIAL AT SEA, WAS MEDICAL EXAMINER APPROVAL GRANTED? <input type="checkbox"/> Yes <input type="checkbox"/> No		27a. LICENSE NUMBER (of Licensee) 1741		27b. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>[Signature]</i>	
28. NAME OF FUNERAL FACILITY Packer Funeral Home				29a. FACILITY'S MAILING - STATE Florida	
29b. CITY OR TOWN Sarasota		29c. STREET ADDRESS 4020 Beneva Road		29d. ZIP CODE 34233	
30. CERTIFIER: <input checked="" type="checkbox"/> Certifying Physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. (Check one) <input type="checkbox"/> Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, due to the cause(s) and manner stated.					
31a. (Signature and Title of Certifier) <i>[Signature]</i>		31b. DATE SIGNED (mm/dd/yyyy) 08/25/2006		32. TIME OF DEATH (24 hr) 1455	
34a. LICENSE NUMBER (of Certifier) 0035439		34b. CERTIFIER'S NAME Charles Hollen, M.D.		35. NAME OF ATTENDING PHYSICIAN (If other than Certifier)	
36a. CERTIFIER'S - STATE Florida		36b. CITY OR TOWN Sarasota		36c. STREET ADDRESS 3333 Cattlemen Rd	
36d. ZIP CODE 34232		37. SUBREGISTRAR - Signature and Date <i>[Signature]</i> 8-25-06			
38a. LOCAL REGISTRAR - Signature <i>[Signature]</i>		38b. DATE FILED BY REGISTRAR (Mo., Day, Yr.) August 28, 2006			

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

State of Florida, Department of Health, Vital Statistics

Phyllis Daniels
CHIEF DEPUTY REGISTRAR

Aug. 28, 2006



WARNING:

THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK. THE DOCUMENT FACE CONTAINS A MULTI-COLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

DH FORM 1947 (08/04)

32806289

CERTIFICATION OF VITAL RECORD



* 3 2 8 0 PATENT

RECORDED: 08/04/2012

REEL: 028724 FRAME: 0831