

**THE GLEN EKSTROM HERNANDEZ AND DAPHNE J. HERNANDEZ  
REVOCABLE LIVING TRUST OF APRIL 10, 2025**

THIS AGREEMENT, made and entered into the 10<sup>th</sup> day of April, 2025, by and between **GLEN EKSTROM HERNANDEZ**, of 10637 Marsha Drive, New Port Richey, Florida 34655, and **DAPHNE J. HERNANDEZ**, his wife, of 25900 Old Spring Lake Road, Brooksville, Florida 34601, hereinafter referred to as the “Grantors”, and **GLEN EKSTROM HERNANDEZ**, of 10637 Marsha Drive, New Port Richey, Florida 34655, and **DAPHNE J. HERNANDEZ**, his wife, of 25900 Old Spring Lake Road, Brooksville, Florida 34601, hereinafter referred to as the “Trustees”.

The Grantors have herewith assigned, transferred, and conveyed to the Trustees the property described in Schedule “A” hereto annexed, receipt of which is hereby acknowledged by the Trustees, and hereinafter designated as the Trust Principal, which shall be held by the Trustees in trust for the uses and purposes and upon the terms and conditions as hereinafter set forth.


The Trustees shall apply and distribute the net income and the principal of the trust in the following manner and upon the following terms and conditions:

**ARTICLE I  
DISTRIBUTION OF INCOME AND PRINCIPAL  
DURING THE LIFE OF THE GRANTORS**

For so long as the Grantors or a surviving Grantor shall live, the Trustees shall hold, manage, invest and reinvest the trust property, shall collect the income therefrom, and shall distribute the net income in quarter-annual installments, or more frequently if the Trustees deems

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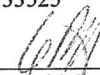
it advisable, to or for the benefit of the Grantors or surviving Grantor. The Trustees shall also distribute to the Grantors or surviving Grantor from time to time such amounts from the principal of the trust property as the Grantors or surviving Grantor shall request, without any limitation in amount. The Trustees may distribute to or for the benefit of the Grantors or surviving Grantor so much of the principal of the trust property as the Trustees shall from time to time deem necessary and proper for the health, maintenance, and support of the Grantors or surviving Grantor, and it is the desire that the Trustees make liberal expenditures for such purposes.

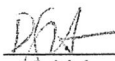
**ARTICLE II**  
**DISPOSITION OF THE TRUST PROPERTY**  
**UPON THE DEATH OF THE GRANTORS**

Upon the death of both of the Grantors herein, the Trustees shall transfer, assign and set over all of the remaining trust property, including any accumulated income thereon, as follows:

1. Upon the Grantors' death, if the Grantors or Grantor have no probate estate, or to the extent that the cash and readily marketable assets in the principal of the residue of the Grantors' probate estate, are insufficient, the Trustees shall pay from the principal of the trust estate the expenses of the Grantors' last illness and funeral, cost of administration, including ancillary, cost of safeguarding and delivering devises, attorney's fees, claims allowable against the Grantors' estate, and estate inheritance taxes assessed by reason of the Grantors' death. The Trustees may make payment directly or to the Grantors' personal representative, as the Trustees deems advisable. The Grantors hereby waives all rights of reimbursement for any payments made pursuant to this Article.

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Assets or funds otherwise excludable in computing federal estate taxes shall not be used to make the foregoing payments. The Trustees' selection of assets to be sold for that purpose or to satisfy pecuniary gifts, if any, and the tax effects thereof, shall not be subject to question by any beneficiary.


The Trustees shall make such elections under the tax laws as the Trustees deems advisable, without regard to the relative interests of the beneficiaries. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effects of elections under the tax laws made by the Grantors' personal representative or the Trustees.

2. After making the transfers as set forth in Paragraph 1 above, the Trustees shall distribute outright the remaining trust assets in equal shares between and among the Grantors' children, **TYLER PATRICK HERNANDEZ, JESSICA LEIGH HERNANDEZ, and EMILY ELIZABETH HERNANDEZ**, per stirpes.

In the event any of the above-named persons should fail to survive the Grantors, then the share or shares to which such person would have been entitled shall be distributed, per stirpes, to such person's issue. If such deceased beneficiary shall have predeceased the Grantors, and shall have died without issue, then the share or shares to which such person would have been entitled shall lapse, and be divided equally between such of the other beneficiaries (or their issue, as the case may be) that do survive the Grantors.

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 incompetent but who, by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable properly to manage his or her

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affairs, then such income or principal shall be paid or expended only in such of the following ways as the Trustee deems best:

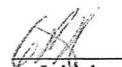
- 1) To the beneficiary directly;
- 2) To the legally appointed guardian of the beneficiary;
- 3) To a custodian appointed by the Trustee for the beneficiary under the Florida Uniform Transfers to Minors Act, or the Uniform Gift to Minors Act of any state;
- 4) By the Trustee directly for the benefit of the beneficiary; or
- 5) To an adult relative or friend in reimbursements for amounts properly advanced for the benefit of the beneficiary.


The interests of beneficiaries, other than the Grantors, 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 hereunder.

**ARTICLE III**  
**REVOCABLE NATURE OF TRUST**

This Trust Agreement may at any time or from time to time be altered or amended by the Grantors or surviving Grantor, or may at any time be revoked in whole or in part, and the Trustees shall, if so directed by the Grantors or surviving Grantor, transfer and convey to the Grantors or surviving Grantor any part or all of the trust property then held by the Trustees, and in case of alteration or amendment, the Trustees shall thereafter hold the trust property upon the trust so altered or amended; provided, however, that the Grantors shall not have the power to amend this trust in such manner so as to impose any additional liability upon the Trustees, without the

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Trustees' consent. Any such alteration, amendment or revocation of this trust shall be by instrument in writing signed by both the Grantors, or the surviving Grantor, and delivered to the Trustees prior to the death of either Grantor by the surviving Grantor. No person or corporation dealing with the Trustees shall be in any manner affected by any alteration or amendment of this Trust Agreement, unless they or it have actual knowledge of the same, and any corporation making transfers of stock and other person or corporation in any way dealing with the trust or with the Trustees, shall always be entitled to rely upon a certificate of writing signed by any Trustees then acting hereunder as to what, if any, alteration or amendment has been made in this Trust Agreement, and as to who is the present Trustees hereunder.

**ARTICLE IV**  
**NET INCOME DEFINED**

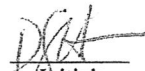
The term "net income" as used herein means the difference between receipts and expenses, except that depreciation and depletion expenses or allowances shall not be taken into account in its computation.

**ARTICLE V**  
**INDIRECT PAYMENT**

In case any amounts, whether income or discretionary payments of principal, become payable from this trust to the Grantors or surviving Grantor or any beneficiary while under legal disability or although not adjudicated incompetent, but by reasons of illness or mental or physical disability is in the opinion of the Trustee(s) unable properly to administer such payments, then such payments may be made by the Trustee(s) for the benefit of the Grantor(s) in such of the following ways as the Trustees deems best:

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1. Directly to the Grantors(s) or such beneficiary;
2. To the legally appointed guardian or conservator of the Grantor(s) or such beneficiary;
3. To some relative or friend of the Grantor(s) or such beneficiary for the comfort and support of the Grantor(s) or such beneficiary; and
4. Of the Trustees using such payments directly for the comfort and support of the Grantor(s) or such beneficiary.

**ARTICLE VI**  
**HOMESTEAD OF GRANTOR**

The Grantors or surviving Grantor reserve the right to reside upon any property placed into this Trust as the Grantors' or surviving Grantor's permanent residence during the Grantors' or surviving Grantor's life, it being the intent of this provision to preserve in the Grantors or surviving Grantor the requisite beneficial interest and possessory right in and to such real property to comply with §196.031 and §196.041 of the Florida Statutes, such that the Grantors or surviving Grantor possessory right constitutes in all respects, "equitable title to real estate," as that term is used in §6, article 7 of the Constitution of the State of Florida.

**ARTICLE VII**  
**TRUSTEE POWERS AND SUCCESSOR TRUSTEES**

1. No Trustees under this instrument shall be required to give bond or other security for the faithful performance of the Trustees' duties.
2. Any Trustees shall have the following powers in addition to those given by law:

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- A. To invest in, accept and retain any real or personal property, including stock of a corporate fiduciary or its holding company, without restriction to legal investments;
- B. To sell, exchange, partition or lease for any period of time any real or personal property, and to give options therefor for cash or credit with or without security;
- C. To borrow money from any person, including any fiduciary acting hereunder, and to mortgage or pledge any real or personal property;
- D. To hold shares of stock or other securities in nominee registration form, including that of a clearing corporation or depository, or in book entry form, or unregistered, or in such other form as will pass by delivery;
- E. To engage in litigation and compromise, arbitrate and abandon claims;
- F. To make distributions in cash or in kind at current values, or partly in each, allocating specific assets to particular distributees on a non-prorata basis, and for such purposes to make reasonable determinations of current values;
- G. To determine the apportionment of receipts and expenses, including extraordinary cash dividends, stock dividends, capital gain dividends of regulated investment companies, and proceeds and expenses of the sale of unproductive real estate, between income and principal, such apportionment to be made so as to balance fairly the interest of any income beneficiary and remainderman;
- H. To make elections, decisions, concessions and settlements in connection with all income, estate, inheritance, gift or other tax returns and the payment of such taxes, without obligation to adjust the distributive share of income or principal of any person affected thereby;

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I. To merge any trust created hereunder with any other trust or trusts created by us under will or deed, if the terms of such trust are then substantially similar and held for the primary benefit of the same person or persons;

J. To select the option or options for the type of payment for the proceeds of any qualified pension, profit-sharing or retirement plan of the trust property that the Trustees determines will produce the lowest tax burden, considering both income tax and taxes payable by reason of the Grantors' death, discounted to present worth as of the date of the Grantors' death, without any obligation to adjust the distributive share of the income or principal of any person thereby affected; and

K. To accept and hold any property transferred to the then serving Trustees hereunder, whether from the Grantors or surviving Grantor or any other person or entity, and hold such property for the uses and purposes as herein established.

4. The Co-Trustees of this trust shall be the Grantors, **GLEN HERNANDEZ and DAPHNE J. HERNANDEZ, or the surviving of the sole Trustee.** Upon the death, resignation or incapacity of the surviving Grantor while serving as the Trustees, Grantors' daughter, **JESSICA LEIGH HERNANDEZ,** shall serve as Successor Trustees.

**MISCELLANEOUS PROVISIONS**

1. Any term used in the singular or plural, or in the masculine, feminine or neuter form, shall be singular or plural, or masculine, feminine or neuter, as a proper reading of this instrument may require.

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2. If at the time distribution would otherwise be made to a beneficiary, there is in existence any trust created by this instrument for the benefit of such beneficiary, the property otherwise to be distributed to such beneficiary shall be added to, form a part of, and be distributed in accordance with the terms of the trust herein created for such beneficiary.

3. A corporate the Trustees shall be entitled to receive annual compensation for its services hereunder in accordance with its schedule in effect when the services are performed.

4. In case of the merger or consolidation of a corporate the Trustees, the resultant company shall become such the Trustees successor without notice to any party.

5. Every successor or additional the Trustees shall have all rights, powers, privileges and duties, whether discretionary or otherwise, herein given to the original Trustees, and shall be subject to the same reservations, limitations, terms and conditions.

6. Notwithstanding the provisions of Section 737.402(4), Florida Statutes, any amendment thereto, or like provisions subsequently enacted, no limitation shall be imposed upon a the Trustees hereunder who is also a beneficiary to make discretionary distributions of principal and income for their own benefit and to make discretionary allocations of receipts or expenses between principal and income.

7. If, at any time, a trust created under this instrument shall be of the aggregate principal value of Fifty Thousand and no/100 (\$50,000.00) Dollars or less, the Trustees may terminate that trust and distribute the assets in the Trustees' possession to the beneficiaries, at that time, of the current trust income and, if there be more than one beneficiary, in the proportions in which they are beneficiaries.

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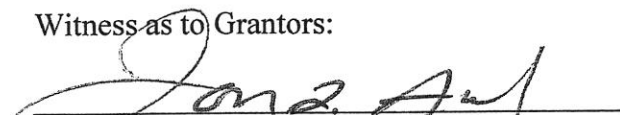
  
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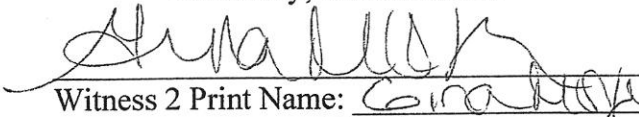
8. This instrument and any trust created hereunder shall be construed and governed by the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this instrument on the date first above written.

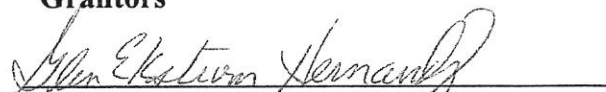
Signed, Sealed and Delivered  
in the Physical Presence of:

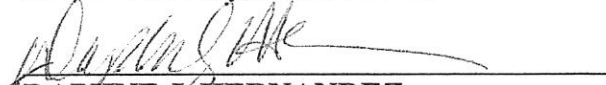
Witness as to Grantors:

  
Witness 1 Print Name: Jon Auvil  
Address: 37837 Meridian Avenue  
Dade City, Florida 33525

  
Witness 2 Print Name: Carla Hays  
Address: 37837 Meridian Avenue  
Dade City, Florida 33525

**"Grantors"**

  
GLEN EKSTROM HERNANDEZ  
10637 Marsha Drive  
New Port Richey, Florida 34655

  
DAPHNE J. HERNANDEZ  
25900 Old Spring Lake Road  
Brooksville, Florida 34601

*/ This space was intentionally left blank. Signatures and Notary Acknowledgment to follow/*

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IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument on the date first above written.

Signed, Sealed and Delivered in the Physical Presence of:

Witness as to Trustees:

“Trustees”

[Signature]  
Witness 1 Print Name: Jon A. Avel

[Signature]  
GLEN EKSTROM HERNANDEZ

Address: 37837 Meridian Avenue  
Dade City, Florida 33525

10637 Marsha Drive  
New Port Richey, Florida 34655

[Signature]  
Witness 2 Print Name: Corina Moya

[Signature]  
DAPHNE J. HERNANDEZ

Address: 37837 Meridian Avenue  
Dade City, Florida 33525

25900 Old Spring Lake Road  
Brooksville, Florida 34601

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this day before me via [ ] physical presence or [ X ] online notarization an officer duly qualified to take acknowledgments, personally appeared GLEN EKSTROM HERNANDEZ AND DAPHNE J. HERNANDEZ, who are [ ] personally known to me to be the persons described in and who executed the foregoing instrument as the Grantors and the Co-Trustees, or [ X ] produced a Florida driver’s license as identification, and he acknowledged before me that they executed the same for the purposes therein expressed. They did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 10<sup>th</sup> day of April, 2025.

My Commission Expiration and Commission Number:

[Signature]  
Print Name: Myah Cendan  
NOTARY PUBLIC – STATE OF FLORIDA



MYAH CENDAN  
Commission # HH 499588  
Expires March 4, 2028

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[Signature]  
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**THE GLEN EKSTROM HERNANDEZ AND DAPHNE J. HERNANDEZ  
REVOCABLE LIVING TRUST OF APRIL 10, 2025**

**SCHEDULE "A"**

The Co-Trustees of **THE GLEN EKSTROM HERNANDEZ AND DAPHNE  
J. HERNANDEZ REVOCABLE LIVING TRUST**, acknowledges receipt from the Grantors  
of the following items under the terms of the trust made the 10<sup>th</sup> day of April, 2025.


\$10.00

DATED this 10<sup>th</sup> day of April, 2025.

  
\_\_\_\_\_  
**GLEN EKSTROM HERNANDEZ, GRANTOR AND CO-TRUSTEE**

  
\_\_\_\_\_  
**DAPHNE J. HERNANDEZ, GRANTOR AND CO-TRUSTEE**

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**Trust Language**

**Glen Ekstrom Hernandez and Daphne J. Hernandez, Co-Trustees of The Glen Ekstrom Hernandez and Daphne J. Hernandez Revocable Living Trust u/t/d April 10, 2025.**

**Please be advised that you should check with your bank(s) and entities when placing assets into your Trust to confirm the language is satisfactory to them, as there are not any magic words.**