

IN THE CIRCUIT COURT FOR
MIAMI-DADE COUNTY, FLORIDA

PROBATE DIVISION

Case No.: 10-0638 P 04

IN RE: MARJORIE ILMA KNOX
REVOCABLE TRUST under Agreement dated
March 5, 2007.

This is Exhibit B referred to in the
affidavit of K. William McKenzie
THE ORIGINAL FILED 23
sworn before me, this
day of April 2010
FEB 25 2010
A COMMISSIONER FOR TAKING AFFIDAVITS
CIRCUIT COURT DIST. 10/14
(RESERVED FOR CLERK OF COURT)

COMPLAINT FOR DECLARATORY RELIEF

Plaintiff, Kathleen Isabella Davis, as Trustee of the Marjorie Ilma Knox Revocable Trust under Agreement dated March 5, 2007 ("Trust"), hereby files this Complaint for Declaratory Relief and in support thereof alleges as follows:

GENERAL ALLEGATIONS

1. This is a cause of action for declaratory relief under Chapter 86, Florida Statutes. The amount in controversy exceeds \$15,000.00, exclusive of costs, interest and attorneys' fees.
2. This action is brought pursuant to Chapters 47 and 736, Florida Statutes.
3. This Court has subject matter jurisdiction for this action pursuant to Florida Statutes §26.012 and Chapter 736, Florida Statutes.
4. Plaintiff submits to the jurisdiction of the Court for the limited purpose of this proceeding.
5. The Trust has its principal place of administration in Miami-Dade County, Florida. Accordingly, Miami-Dade County, Florida is the proper venue for this action.
6. Pursuant to F.S. §736.0201, the Court has the authority to intervene in the administration of a trust.
7. All conditions precedent to the filing of this action have occurred, have been performed, or have been waived.

PARTIES AND INTERESTED PERSONS

8. Plaintiff Kathleen Isabella Davis ("Kathleen") is a resident of Miami-Dade County, Florida.

9. Marjorie Ilma Knox ("Marjorie") is a resident of Miami-Dade County, Florida.

10. Kathleen is Marjorie's daughter. Marjorie, who is elderly, moved to Miami-Dade County, Florida to live with Kathleen.

11. E. Tess Rohmann, f/k/a Tess Deane, ("Tess") is a resident of Indian Harbour Beach, Florida. At all material times she was and is a shareholder of Kingsland Estates Limited.

KINGSLAND ESTATES LIMITED AND THE TRUST

12. On March 5, 2007, Marjorie, as Settlor, created the Trust, and she appointed Kathleen to serve as the Trustee of the Trust. Kathleen accepted the appointment as Trustee of the Trust on March 5, 2007. A copy of the Trust is attached hereto as Exhibit "A".

13. Marjorie created the Trust as an important part of her overall estate plan. In order to effectuate her estate plan, Marjorie has taken steps to fund the Trust with her assets.

14. In July 1958, Marjorie and other tenants formed Kingsland Estates Limited ("Company"), which is a company incorporated and registered in Barbados. Among other assets, Marjorie and the other tenants transferred 1133 acres of land that they owned as tenants in common to the Company. In return, Marjorie received twenty-two thousand, two-hundred twenty-two (22,222) ordinary shares numbered 133,335 to 155,556 inclusive ("Kingsland Estates Shares") in the Company.

15. In addition to a share certificate for 22,222 shares of the Company, Marjorie, as a "vendor", received from the Company the following indemnification ("Indemnification Provision"), which is set forth in that certain Agreement dated July 2, 1958, attached hereto as Exhibit "B":

“As the residue of the consideration for the said sale the company shall undertake to pay satisfy discharge and fulfill all the debts liabilities contracts and engagements of the vendors in relation to the said plantations as from the First day of July one thousand nine hundred and fifty-eight and shall indemnify the vendors against all proceedings claims and demands in respect thereof.”

16. In 1967, Marjorie received 3,174 shares from her father and 3,174 shares from her mother both of whom were tenants in common at the formation of the Company. Each of her six siblings, also tenants in common at formation of the Company, received the same number of shares from each of their parents. This brought the total shares of the Company owned by Marjorie to 28,570 shares.

17. By Assignment dated March 5, 2007, Marjorie assigned, transferred and conveyed all of her interests in the Kingsland Estates Shares to the Trust. By Acceptance dated March 5, 2007, Kathleen, as Trustee of the Trust, accepted the Kingsland Estates Shares. A copy of said Assignment and Acceptance are attached hereto as Exhibit “C”. In addition, Marjorie executed a Stock Power, effective as of March 5, 2007, ratifying the Assignment of the Kingsland Estates Shares to the Trust. A copy of the Stock Power is attached hereto as Exhibit “D”.

18. As the result of mismanagement of the Company and her Kingsland Estates Shares, Marjorie initiated litigation (“Litigation”) in Barbados against the Company, which is still pending.

19. Eric A. B. Deane and O. B. Keith Deane, directors of the Company, specifically acting on behalf of shareholder, Tess and others, in 2004 through their Barrister, David Raymond, stated that Marjorie was “impecunious”, meaning she did not have the present ability to pay her liabilities. That statement, rendered under oath, was untrue. As a direct consequence of that sworn statement, Marjorie was forced to borrow funds from Peter Andrew Allard

("Allard"). In spite of her request, the Company has unreasonably refused to honor the Indemnification Provision to reimburse Marjorie for the costs of the Litigation.

20. As security for the repayment of funding from Allard, Marjorie pledged her Kingsland Estates Shares as collateral to Allard. It is anticipated that Allard will request a valuation of the Kingsland Estates Shares in order to determine whether the Kingsland Estates Shares are sufficient collateral for his funding to Marjorie. Attached hereto as Exhibit "E" is a copy of the Stock Pledge Agreement.

21. PriceWaterhouseCoopers LLP, including affiliated companies and its predecessor, Coopers and Lybrand, were auditors and accountants for the Company since approximately 1982 and had prepared audited financial statements for the Company through June 30, 2007.

22. On or about February 9, 2009, Kathleen sent a letter to PriceWaterhouseCoopers LLP requesting information concerning its audit of the Company's financial statements and the previous audited statements. By letter dated February 26, 2008 [*sic* 2009], a copy of which is attached hereto as Exhibit "F", PriceWaterhouseCoopers of Barbados responded to Kathleen's letter by stating that it did not have knowledge of the Trust and would not release any information without the consent of the Company. In response, Kathleen provided PriceWaterhouseCoopers LLP with a Certification of Trust and again requested information concerning its audit of the Company's financial statements. Thereafter, Kathleen requested information from the Company and continued to follow up with her request for information to PriceWaterhouseCoopers LLP. However, all of Kathleen's requests have been ignored by PriceWaterhouseCoopers LLP and the Company. Attached hereto as Composite Exhibit "G" are copies of Kathleen's letters to PriceWaterhouseCoopers LLP and to the Company.

23. Pursuant to F.S. §736.0801, Kathleen has a fiduciary duty to administer the Trust in good faith and in the best interests of its beneficiaries, and, pursuant to F.S. § 736.0813, she

has a duty to keep the beneficiaries of the Trust reasonably informed of the administration of the Trust.

24. Kathleen believes that due to improper actions and omissions of the Company, the value of the Kingsland Estates Shares has been significantly reduced. Kathleen has a fiduciary duty to determine the value of the trust assets, i.e., the Kingsland Estates Shares. In furtherance of her fiduciary duty, when it was suggested by PriceWaterhouseCoopers LLP that she do so, she contacted the Company, asking that the Company authorize PriceWaterhouseCoopers LLP to provide her with the necessary financial information. To date, that authorization has been improperly and arbitrarily withheld.

25. Kathleen now anticipates that Allard will seek to enforce his rights to the Kingsland Estates Shares under the Stock Pledge Agreement. Such an action would put the assets of the Trust at jeopardy of being seized, in whole or in part. The Trustee is also in jeopardy because her inability to determine the value of the Kingsland Estates Shares makes her unable to respond in an informed manner as to an action brought by Allard.

26. Kathleen needs a determination of her rights under the Indemnification Provision in the event that Allard seeks to enforce his rights against the Kingsland Estates Shares.

COUNT I

DECLARATION OF KATHLEEN'S RIGHTS WITH RESPECT TO THE INDEMNIFICATION PROVISION

27. Kathleen realleges each and every allegation set forth in Paragraphs 1 through 26 above, as if fully set forth herein.

28. Pursuant to the Indemnification Provision, the Trust is entitled to be indemnified for the costs incurred by Marjorie and the Trust with respect to matters involving the Kingsland Estates Shares. Among other costs which would fall within the scope of the Indemnification Provision are the cost and damages to Kathleen of the anticipated action concerning the claim by

Allard. Kathleen must determine her rights under the Indemnification Provision as it relates to this potential claim by Allard against the Kingsland Estates Shares.

WHEREFORE, Kathleen seeks a declaration from the Court regarding Kathleen's rights as Trustee of the Trust with respect to the Indemnification Provision and such other and further relief as is just and proper.

COUNT II

DECLARATION OF KATHLEEN'S RIGHTS WITH RESPECT TO THE COMPANY'S FINANCIAL STATEMENTS

29. Kathleen realleges each and every allegation set forth in Paragraphs 1 through 26 above, as if fully set forth herein.

30. As a shareholder of the Company, Kathleen is entitled to obtain copies of the Company's financial statements.

31. As a shareholder of the Company, Kathleen must obtain information concerning the value of the Kingsland Estates Shares, or risk breaching her fiduciary duties.

32. Kathleen has made reasonable requests to the Company and to PriceWaterhouseCoopers LLP for the information that would assist her in fulfilling her fiduciary obligations. These requests have been unreasonably and arbitrarily denied. The denial of these requests are intended to hinder Kathleen from fulfilling her fiduciary obligations and to benefit those who have consistently opposed first, Marjorie's rights as a shareholder and now, Kathleen's rights as a shareholder.

WHEREFORE, Kathleen seeks a declaration from the Court regarding Kathleen's right as Trustee of the Trust to secure information concerning the value of the Kingsland Estates Shares which are assets of the Trust and granting such other and further relief as is just and proper.

COUNT III

DECLARATION THAT THE KINGSLAND ESTATES SHARES HAVE BEEN LEGALLY ASSIGNED TO THE TRUST

33. Kathleen realleges each and every allegation set forth in Paragraphs 1 through 26 above, as if fully set forth herein.

34. Marjorie has assigned her interest in Kingsland Estates Shares to Kathleen, as Trustee.

35. In spite of the fact that the registration of the assignment of the shares to Kathleen, as Trustee, is a simple administrative act, the Company has unreasonably refused to acknowledge that the transfer has been accomplished on the stock register of the Company.

36. F.S. §736.0810(3) provides as follows:

(3) Except as otherwise provided in subsection (4), a trustee shall cause the trust property to be designated so that the interest of the trust, to the extent feasible, appears in the records maintained by a party other than a trustee or beneficiary.

This statute mandates that Kathleen seek the recordation in the records of the Company of the ownership of the Kingsland Estates Shares as being owned by the Trust. She is arguably in breach of her duties if she fails to do so.

37. The refusal of the Company to acknowledge the ministerial act of recording Kathleen's ownership of the Kingsland Estates Shares is deliberate and intended to hinder Kathleen in fulfilling her fiduciary obligations.

WHEREFORE, Kathleen seeks a declaration from the Court finding that the Kingsland Estates Shares formerly owned by Marjorie have been duly assigned to Kathleen, as Trustee of the Trust, and as Trustee, Kathleen is the legal owner of the Kingsland Estates Shares.

Dated: February 24, 2010.

BROAD AND CASSEL
Attorneys for Kathleen Isabella Davis, as
Trustee of the Marjorie Ilma Knox
Revocable Trust

By: 

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EXHIBIT "A"

MARJORIE ILMA KNOX REVOCABLE TRUST AGREEMENT

I, MARJORIE ILMA KNOX, as Settlor, hereby create a revocable trust (the "Trust"), and transfer to KATHLEEN ISABELLA DAVIS, as Trustee, the property described in the attached Schedule "A." The Trustee shall hold such property and all investments and reinvestments thereof and additions thereto, in trust, as hereinafter provided. This Agreement shall govern the disposition of my worldwide assets, regardless of the location or situs of such assets. This Agreement shall be referred to as the "MARJORIE ILMA KNOX REVOCABLE TRUST."

This Agreement shall revoke, rescind and cancel all prior Agreements and/or other transactions concerning the ownership and disposition of my interests in Kingsland Estates Limited including, but not limited to, that certain document that names MARIA JANE GODDARD and EUGENE ESTWICK JOHN KNOX as holders of the beneficial interest in my shares of Kingsland Estates Limited. All of my interests in Kingsland Estates Limited shall be owned by the Trustee under this Agreement, and they shall be administered pursuant to the provisions of this Agreement.

ARTICLE I **FAMILY**

My immediate family consists only of my children, MARIA JANE GODDARD, KATHLEEN ISABELLA DAVIS and EUGENE ESTWICK JOHN KNOX, who are sometimes referred to herein individually as a "child" or collectively as my "children."

ARTICLE II **PROVISIONS DURING SETTLOR'S LIFETIME**

The following provisions of this Article shall apply during my lifetime:

A. Distributions to Settlor. The Trustee shall pay so much or all of the income and principal of the trust to me or otherwise as I direct, adding to principal any income not distributed.

B. Incapacity of Settlor. If, at any time I am Incapacitated (as defined below), the Trustee shall pay or apply for my benefit so much of the income and principal of the trust as the Trustee determines to be required for my health, support and maintenance, adding to principal any income not distributed. It is my preference that I be cared for at home, rather than in a nursing home or similar institution. In that regard, the Trustee is authorized to pay or apply for my benefit any available funds towards the cost of home care for me, including, but not limited to, necessary structural or other alterations to my residence.

C. Incapacitated. For purposes of this Agreement, I shall be considered "Incapacitated" if (i) a guardian of my property has been appointed or (ii) by reason of illness or mental or physical disability, I lack the capacity to give prompt and intelligent consideration to financial matters. The determination as to such lack of capacity (if nonadjudicated), or a subsequent determination of regained capacity, shall be made by (i) a licensed physician and (ii) the Trustee who is then in office, and the Trustee shall rely on written notice of such determination from such individuals.

Notwithstanding any of the provisions of this Agreement, if I am Incapacitated, (i) I can no longer direct trust distributions to myself or others, and (ii) I may not remove and appoint Trustees.

D. Gifts. For planning purposes, I authorize the Trustee, in the Trustee's discretion, or upon my direction, to make gifts from the trust from time to time to any one or more of my descendants and to any tax-exempt organization; provided, that, unless I direct otherwise, such gifts to each of my descendants shall be specifically limited to annual exclusion gifts and payments under Code Sections 2503(b) and 2503(e); and provided, further, that gifts to a Trustee

(other than me) shall not in any calendar year exceed the lapse protection amount provided in Code Section 2514(e).

E. Amendment and Revocation. I may at any time or times by written agreement in writing delivered to the Trustee amend or revoke this Agreement, and, if this Agreement is completely revoked, all trust property shall be transferred to me or as I otherwise direct in writing. This right is personal to me and may not be exercised by my legal representative or others.

F. Irrevocability. The trusts created under this Agreement shall become irrevocable upon my death.

ARTICLE III **PROVISIONS AFTER SETTLOR'S DEATH**

The following provisions of this Article shall apply following my death:

A. Payment of Taxes, Debts and Expenses. The Trustee shall pay taxes, debts and expenses as provided hereinafter. The succeeding provisions shall be subject to the Trustee's making or providing for those payments.

B. Residuary. The residue of the trust estate (the "Residuary") shall be administered as provided in the Article of this Agreement that is titled "PROVISIONS FOR DESCENDANTS."

ARTICLE IV **PROVISIONS FOR DESCENDANTS**

A. Distributions on Division Date. Upon my death (the "Division Date"), the property to be administered as provided in this Article shall be divided into equal shares so as to provide one share for each child of mine who is living on the Division Date and one share for each child of mine who is not living on the Division Date, but who has one or more descendants who are living on the Division Date. Each share allocated to a living child of mine shall be

distributed outright to such child. Each share allocated for the benefit of the descendants of a deceased child of mine shall be divided, per stirpes, among such descendants and administered for the benefit of each such descendant as provided in this Article. Each descendant of a deceased child of mine is referred to herein individually as a "beneficiary." Any property otherwise distributable to a beneficiary who has attained the age of 35 years on the Division Date shall be distributed to such beneficiary outright and free of trust. Any property otherwise distributable to a beneficiary who has not attained the age of 35 years on the Division Date shall be retained by the Trustee in a separate trust for the beneficiary, which shall be named for the beneficiary, to be administered for the beneficiary as follows:

1. Income and Principal. The Trustee shall pay to or for the benefit of the beneficiary so much of the income and principal of the trust as the Trustee determines from time to time to be required for the beneficiary's health, support, maintenance and education, adding to principal any income not distributed; provided that, after the beneficiary attains the age of 25 years, in addition to the principal distributions described above, the Trustee shall pay to or for the benefit of the beneficiary all of the net income of the trust, at least quarterly.

2. Periodic Distributions. Subject to the provisions of Section B. of this Article, upon the beneficiary attaining the following ages, the Trustee shall distribute to the beneficiary the following portions of the then trust principal: (i) at the age of 25 years, one-third (1/3) of the then trust principal; (ii) at the age of 30 years, one-half (1/2) of the then trust principal; and (iii) at the age of 35 years, the remaining trust assets. If at the time of the initial funding of a beneficiary's trust, or at any later time when any addition is made to the trust, the beneficiary shall have then attained the age of 25 years or 30 years, the Trustee shall then

distribute to the beneficiary such portion of the assets of the beneficiary's trust, or any addition thereto, as is directed to be distributed to the beneficiary upon attaining such age.

3. Death of Beneficiary. Subject to the provisions of this Article, if the beneficiary dies prior to receiving all of the assets of the beneficiary's trust, upon the beneficiary's death, the Trustee shall distribute the remaining trust assets as follows:

- (i) per stirpes, to the descendants of the deceased beneficiary; or,
- (ii) if there are no such living descendants, per stirpes, to the siblings of the deceased beneficiary; provided, they are descendants of mine; or,
- (iii) if there are no such living siblings or living descendants of siblings, per stirpes, to my descendants; or,
- (iv) if there are no such living descendants, such property shall be distributed as provided in the Section titled "Default Provisions" of Article VI of this Agreement; provided, however, that if a trust is then being held hereunder for any such person, the amount otherwise distributable to such person shall be added to and administered as a part of such trust; provided, further, that if no such trust is being administered for such person hereunder, and such person is a descendant of mine, the assets otherwise distributable to such person shall be administered for the benefit of such person in accordance with the provisions of this Article.

B. Distributions. Notwithstanding any provision of this Agreement to the contrary, if the Trustee, in the Trustee's absolute discretion, deems that a beneficiary of a trust created hereunder is unable to manage his or her own affairs in a responsible and mature manner, for any reason, including, but not limited to issues related to drug addiction, criminal matters, creditor problems or marital problems, then the Trustee may, in the Trustee's absolute discretion, refuse to distribute income and/or principal to the beneficiary, and may continue to hold such assets in

trust and administer the same in accordance with the provisions of this Agreement, until the beneficiary reaches a level of responsibility and maturity deemed appropriate by the Trustee, in the Trustee's absolute discretion.

C. GST Power of Appointment. Notwithstanding the foregoing provisions of this Article, if, upon the death of a beneficiary, any assets of the beneficiary's trust would otherwise be subject to any generation-skipping transfer ("GST") tax, then that portion of such property which, if added to the beneficiary's gross estate for Federal estate tax purposes, would result in the least aggregate wealth transfer taxes as to the beneficiary's estate and the beneficiary's trust administered hereunder (including but not limited to GST and estate taxes), as determined by the Trustee, in its discretion, shall be distributed to such creditors of the beneficiary's estate as the beneficiary may appoint by will or revocable trust instrument, making specific reference to this general power of appointment. Any assets not effectively appointed shall be distributed as otherwise provided in this Agreement upon the death of such beneficiary.

D. Assistance to Guardian. During the existence of any trust created hereunder with a minor beneficiary, the Trustee may, from time to time and in the Trustee's absolute discretion, expend so much of the principal for said minor's benefit at such times and in such manner as the Trustee shall determine is necessary or desirable to assist the guardian of said minor (or any other person with whom said minor is living) in providing appropriate living accommodations for said minor in said guardian's (or other person's) household and reimbursing said guardian (or other person) for all appropriate expenses which may be incurred by said guardian (or other person), including, but not limited to, hiring domestic help, taking vacation trips and building or acquiring a new residence or enlarging an old residence, even though such guardian (or other

person) is directly or indirectly benefited thereby, to the extent the Trustee, in its sole discretion, deems said expenditures beneficial to said minor.

ARTICLE V
TRUSTEE PROVISIONS

A. Successor Trustee. In the event that KATHLEEN ISABELLA DAVIS ceases to serve as Trustee for any reason, a successor Trustee may be appointed, and removed, by a majority of the beneficiaries who might then be entitled to or eligible to receive a distribution from such trust; provided, such successor Trustee is either a citizen of the United States or Canada residing in the United States or Canada or an institution located in the United States or Canada. Preferably, the successor Trustee would be a Florida resident or institution.

B. Vacancy in Office. If there is no acting Trustee of a trust and there is no specified successor appointed, a successor Trustee may be appointed, and removed, by a majority of the beneficiaries who might then be entitled to or eligible to receive a distribution from such trust; provided, such successor Trustee is either a citizen of the United States or Canada residing in the United States or Canada or an institution located in the United States or Canada. Preferably, the successor Trustee would be a Florida resident or institution.

C. Removal Power. I may, at any time, unless I am Incapacitated, appoint additional Trustees and remove any Trustee, including a named successor Trustee.

D. Resignation of Trustee. Any Trustee may resign at any time by written notice to me, if I am living, otherwise to each beneficiary then entitled to or eligible for distributions from the trust. A Trustee other than me, who becomes Disabled (as hereinafter defined), shall be deemed to have resigned.

E. Appointment or Removal of Trustee. Any appointment or removal of a Trustee hereunder shall be effectuated by a writing signed by the individual(s) authorized herein to perform such action, and delivered to the individual or corporation being appointed or removed.

F. Approval of Accounts. Every successor Trustee shall have all the powers given the originally named Trustee. No successor Trustee shall be personally liable for any act or omission of any predecessor. With the approval of a majority of the beneficiaries then entitled to receive or eligible for distributions from the trust, a successor Trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee without incurring any liability for so doing.

G. No Bond Required. I direct that no bond or other security shall be required of any Trustee acting hereunder, in any jurisdiction, for the faithful performance of such Trustee's duties.

H. Exculpatory Provision. No Trustee acting hereunder shall be liable for any loss or damage arising from the execution of his or her duties under this Agreement, unless such loss or damage be occasioned by his or her own willful misconduct or lack of good faith.

I. Action of Trustees. Any provision of this Agreement or applicable law notwithstanding, during any time two or more Trustees are serving, any Trustee may expend trust assets by signing checks, drafts or otherwise for any expenditure that is previously approved by the majority of Trustees or by the other Trustee, if there are only two Trustees serving. In addition, any Trustee may delegate to any other Trustee any powers or authorities granted hereunder, by a writing to that effect delivered to and accepted by such other Trustee(s). Otherwise, all actions of the Trustees shall require majority consent, if more than two are serving, or unanimous consent, if two are serving.

J. Compensation of Trustee. Any Trustee serving hereunder shall be entitled to reasonable compensation for services as a Trustee.

K. Beneficiary Under Disability. The parent or guardian of a beneficiary who is Disabled shall receive notice and have authority to act for the beneficiary (other than as a fiduciary) under this Article.

ARTICLE VI
ADMINISTRATIVE PROVISIONS

A. Debts, Expenses and Taxes. Upon my death, the Trustee shall pay from the Residuary such of the following payments as shall be requested by the Personal Representative of my estate (the "Personal Representative"), provided, that if I have no probate estate (or no Personal Representative is appointed within six months after my death), or, to the extent that the cash and readily marketable assets (excluding tangible personal property) in the principal of the residue of my probate estate are insufficient, the Trustee shall make the following payments from the trust principal without request: (i) the expenses of my last illness and funeral, (ii) costs of administration of my estate including ancillary administration, (iii) costs of safeguarding and delivering devises and distributions, (iv) valid claims (excluding debts secured by real property or life insurance), and (v) pre-residuary devises under my Will. Any of the preceding items payable by the Trustee as a result of such request may be paid either directly to the appropriate payee or to the Personal Representative, as the Trustee determines to be advisable. The Trustee also shall pay from the Residuary all estate and inheritance taxes and generation-skipping transfer taxes (including interest and penalties) (the "death taxes") imposed by the United States, which are payable by reason of my death and which are allocated to the assets passing under this Agreement, subject to the following provisions of this Section A. The Trustee shall be under no duty to independently inquire into the validity of any such amounts so requested by the Personal

Representative.

Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. Except as provided above, I waive for my estate all rights of reimbursement for any payments made by the Trustee pursuant to this Section A., including any such right under Code Section 2207B. Notwithstanding the foregoing provisions of this Section A., to the extent possible, the Trustee shall not apportion or allocate the payment of any death taxes (including interest and penalties thereon) to property passing to or for the benefit of any tax-exempt organization under this Agreement or otherwise (including transfers in trust), which qualifies for and is included in computing the charitable deduction allowed my estate for federal estate tax purposes.

B. Default Provisions. If upon my death, the whole or some part of the trust estate, or upon the termination of any trust created hereunder, the whole or some part of the principal of such trust, is not effectively disposed of pursuant to the other provisions of this Agreement, the property not effectively disposed of shall be distributed to such person or persons, and in such proportions as such property would be distributable under the laws of the State of Florida then in force had I then died intestate, unmarried and a resident of Florida owning such assets.

C. Disability of Beneficiary. The Trustee shall have the power, in the Trustee's discretion, to make any distribution required or permitted to be made to any Disabled beneficiary under this Agreement, in any of the following ways: (i) directly to such beneficiary; (ii) to the guardian of such person for expenditure on such beneficiary's behalf; (iii) by utilizing the same, directly and without the interposition of any guardian, for the health, support, maintenance and education of such beneficiary, even though the term of the trust may thereby be extended; (iv) to a custodian, selected by the Trustee, for such minor beneficiary under the Uniform Transfers to

Minors Act of Florida or similar statute of any other state; or (v) by reimbursing the person who is actually taking care of such beneficiary (even though such person is not a legal guardian) for the expenditures made by such person for the benefit of such beneficiary. The written receipts of the persons receiving such distributions under this Article shall be full and complete acquittances to the Trustee, and the Trustee shall have no obligation to look to the proper application or use of any payments so made. The persons receiving such distributions shall not be required to post any bond or other security.

D. Perpetuities Savings. Notwithstanding any provision of this Agreement to the contrary, no trust herein created shall continue beyond that period of time which would result in a violation of the laws of the State of Florida pertaining to the administration of trusts in perpetuity. Upon the expiration of the maximum period which would not result in such violation, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright to those persons who are then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

E. Spendthrift. Except as to a qualified disclaimer, no beneficiary of any interest under this Agreement shall have any right or power to anticipate, pledge, sell, transfer, alienate, assign or encumber such interest in any way. Such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary, and payment shall be made directly to or for the use of such beneficiary of all income or principal to which such beneficiary is entitled.

F. Powers. The Trustee of a trust created herein may have duties and responsibilities in addition to those described in this Agreement. If the Trustee has any questions, the Trustee

should obtain legal advice. Except to the extent specifically provided elsewhere in this Agreement, I grant to the Trustee, with respect to any and all property, whether real or personal, which shall at any time constitute a part of any trust created hereunder, the following powers, in addition to the powers which now are or may hereafter be conferred by law:

1. Retention and Investment. To retain or dispose of any property (including stock of any corporate trustee hereunder or a parent or affiliate company) originally constituting the trust or subsequently added thereto, and to invest and reinvest the trust property in bonds, stocks, mortgages, notes, bank deposits, options, futures, limited partnership interests, shares of registered investment companies and real estate investment trusts, or other property of any kind, real or personal, domestic or foreign, including purchases on margin; without liability, even though such investment is not of a type, quality, marketability or diversification considered proper for trust investments.

2. Disposition of Assets. To sell, grant options on, exchange, partition or otherwise dispose of any property, real or personal, at public or private sale, for such purposes, at such prices, and upon such terms, including sales on credit, with or without security, and in such manner, as the Trustee may determine.

3. Borrowing. To borrow money from any lender (including a Trustee hereunder individually), extend or renew any existing indebtedness, and mortgage or pledge any property in the trust.

4. Loans. To loan money to any beneficiary or any firm, corporation or business with which any beneficiary is associated.

5. Obligations. To renew, modify, or extend the time of payment or the terms of any obligation, secured or unsecured, payable to or by any trust created hereunder, in such manner, for such period or periods of time, and on such terms and conditions, as the Trustee may determine.

6. Leasing. To lease property for such term or terms, and upon such conditions and rentals, and in such manner, as the Trustee may deem advisable, irrespective of whether the term of any such lease shall exceed the period of any trust created hereunder, and to renew or modify any such leases.

7. Business. To continue any business in which I may be interested at the time of my death (the "business") as a shareholder, partner, co-venturer, proprietor, or otherwise, even though it may constitute all or a large portion of the trust estate; to discontinue, liquidate or sell the same or my interest therein upon such terms and conditions as the Trustee may deem advisable; to comply with any applicable agreement or agreements regarding the business to which I may be a party; and the Trustee shall incur no liability for any loss to the trust arising from its actions taken in good faith pursuant to this paragraph.

8. Compromise. To compromise, contest, adjust, settle, or submit to arbitration, any claims in favor of or against any trust created hereunder.

9. Advisors. To employ attorneys, accountants, investment counsel, brokers, custodians, and other agents or employees, and to compensate them for their services and to delegate investment functions.

10. Execution of Documents. To execute and deliver any agreements in writing which the Trustee may deem advisable. No party to any such agreement signed by the Trustee shall be obliged to inquire into its validity or be bound to see to the application of any money or other property paid or delivered to the Trustee pursuant to the terms of any such agreement.

11. Distributions. To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment need be made to compensate for a disproportionate allocation of unrealized gain for Federal income tax purposes, and to value the trust property and to sell any part or all thereof in order to make allocation or distribution, and to allocate any receipts or disbursements between principal and income; provided, however, in exercising the foregoing judgment, the Trustee shall act in fair and impartial manner with respect to all beneficiaries such that the exercise of the judgment of the Trustee in the selection and valuation of assets to be divided, distributed or allocated shall not jeopardize the intended estate tax results of such gifts, including any otherwise available charitable deduction.

12. Real Property. To possess, manage, insure against loss by fire or other casualties, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage thereon; to execute the necessary agreements and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water rents, assessments, repairs, maintenance and upkeep of the same; to permit it to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration.

13. Other Fiduciaries. To deal with, purchase assets from, or make loans to, the fiduciary of my estate or any other estate or trust in which any beneficiary under this Agreement has an interest, though a Trustee hereunder is the fiduciary, and to retain any assets or loans so acquired; to deal with a corporate trustee hereunder individually or a parent or affiliate company.

14. Retirement Proceeds. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the manner of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election.

15. Powers of Appointment. To determine that the holder of a power of appointment by will to which distribution of trust assets is subject left no will and to make distribution as if the power is not exercised if the Trustee does not receive notice within three

months after the death of the holder of the power of the exercise of the power, and such determination shall relieve the Trustee from all liability for the distribution.

16. Tax Elections. To make such elections under the tax laws (including allocation of my available generation-skipping transfer tax exemption, allocating basis adjustments among assets in my estate and this trust and electing to treat any subtrust created herein as an Electing Small Business Trust as defined in the Code) as the Trustee 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 effect of elections under the tax laws made by the Trustee.

17. Situs of Trusts. To change the situs of any trust created hereunder by a writing signed by the Trustee; provided, however, the situs of any trust created hereunder shall be either the United States or Canada at all times.

18. Consolidation of Trusts. To consolidate and merge for all purposes a trust created hereunder with any other trust created by me or any other person at any time if the Trustee determines such other trust contains substantially the same terms as this trust for the same beneficiary or beneficiaries, and thereafter may administer such consolidated and merged trusts as one; but if such consolidation and merger does not appear desirable or feasible, the Trustee may consolidate the assets of such trusts for purposes of investment and administration while retaining separate records and accounts for the separate trusts.

19. Combined Fund. To hold, for convenience of administration or investment, two or more of several trusts (if more than one is created hereunder) as a common fund, dividing the income proportionately among them, assign undivided interests to the several trusts, and make joint investments of the funds belonging to them.

20. Life Insurance. To take such action in collecting the proceeds of any life insurance payable to the Trustee (after deducting all charges by way of advances, loans or otherwise) as the Trustee deems advisable, paying the expense thereof from the trust property, but the Trustee need not enter into litigation to enforce payment on a policy until indemnified to its satisfaction against all expenses and liabilities that might result therefrom; the insurance company shall not take notice of the provisions of this Agreement or see to the application of the proceeds, and the Trustee's receipt to the insurance company shall be a complete release for any payment made.

21. Special Trustee. If the appointment of a trustee is necessary or desirable in any jurisdiction in which no Trustee herein named is able and willing to act, the Trustee shall designate in writing an individual or corporation who, upon such designation, shall act as special Trustee in such jurisdiction. Any individual or corporation so acting as special Trustee may resign at any time by written notice to the principal Trustee. Each special Trustee shall serve without bond, and shall have the powers granted to the Trustee by this Agreement.

22. Environmental Issues. To inspect and monitor businesses and real property (whether held directly or through a partnership, a corporation, trust or other entity) for environmental conditions or possible violations of environmental laws; to remediate

environmentally-damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property which may have environmental damage; to expend trust or estate property to do the foregoing, and no action or failure to act by the Trustee pursuant to this paragraph shall be subject to question by any beneficiary.

23. Disclaimers. To disclaim (whether or not such disclaimer is a qualified disclaimer under the Code) or release any fiduciary powers given hereunder or under applicable law or any property or interest in property which would otherwise pass to any trust created hereunder.

24. Severance of Trusts. To hold property otherwise directed to be added to or consolidated with the property of any trust held hereunder as a separate trust having terms identical to the terms of the existing trust; to sever any trust on a fractional basis into two or more separate trusts for any reason; to segregate by allocation to a separate account or trust a specific amount out of, a portion of, or specific assets included in, the property of any trust held hereunder to reflect a partial disclaimer or for any tax or other reason in a manner consistent with any applicable rules or regulations. After a trust is severed, the rights of the trust beneficiaries shall be determined as if the trusts were aggregated, but the Trustee may pay principal to the trust beneficiaries and taxing authorities disproportionately from the severed trusts. The Trustee may later combine any previously severed trusts. The Trustee shall not be liable for deciding in its discretion to exercise or not exercise any powers granted under this paragraph.

25. Other Powers. To perform other acts necessary or appropriate for the proper administration of any trust created hereunder.

G. Survivorship.

1. Survivorship. For all purposes of this Agreement, no beneficiary shall be regarded as surviving me, if such person does not survive me by 30 days.

2. Predeceased Ancestor Provision. Notwithstanding any of the foregoing provisions of this Agreement, if I or any beneficiary under this Agreement (the "transferor") is considered a "transferor" for purposes of the generation-skipping transfer tax, and a lineal descendant (the "descendant") of the transferor (or of the transferor's spouse or former spouse, if any) survives the transferor but dies no later than 90 days after the death of the transferor, for all purposes of this Agreement the descendant shall be treated as having predeceased the transferor.

H. S Corporation Trusts. Notwithstanding any provision contained in this Agreement to the contrary, if, after my death, any stock of a corporation which is an S corporation within the meaning of Section 1361(a) of the Code is allocated to a trust created hereunder, including but not limited to any stock of a corporation which elects, under Section

1362(a) of the Code to be treated as an S corporation, then, notwithstanding any provision in this Agreement to the contrary, the stock of each S corporation (herein referred to as "S Corporation Stock") may be segregated by the Trustee, in the Trustee's sole and absolute discretion, and held in a separate trust or as a separate share created as a separate trust and the Trustee may either: (a) elect in accordance with Section 1361(e)(3) of the Code to qualify any trust or any portion thereof as an Electing Small Business Trust within the meaning of Section 1361(e)(1); (b) elect to qualify any trust as any other form of eligible stockholder of an S corporation under similar future legislation; or (c) request that the Current Income Beneficiary (hereinafter defined) of each separate trust, with the assistance of the Trustee, make an election in accordance with Section 1361(d)(2) of the Code to qualify that trust as a Qualified Subchapter S Trust within the meaning of Section 1361(d)(3) of the Code (herein referred to as a "Qualified Subchapter S Trust"). The decision to elect treatment as an Electing Small Business Trust or as a Qualified Subchapter S Trust or any other form of eligible Subchapter S stockholder shall be in the sole discretion of the Trustee, and the Trustee is hereby authorized to take any actions necessary to effect such elections.

1. Qualified Subchapter S Trust. Each separate Qualified Subchapter S Trust (or separate share) shall have the same name as the trust to which the stock was originally allocated, plus the name of the Current Income Beneficiary thereof, followed by the name of the S Corporation whose stock is held in trust, and the words "Trust S" (herein referred to as a "Trust S"). Each Trust S shall be administered in accordance with the same provisions contained in the trust to which the stock was originally allocated; provided, however, that the provisions of this Section shall control the administration of each Trust S created to the extent inconsistent with the provision of the original trust.

(a) Current Income Beneficiary. A Trust S shall have only one Current Income Beneficiary. The Current Income Beneficiary of a Trust S is the person who has a present right to receive income distributions from the trust to which the S Corporation Stock was originally allocated. If more than one person has a present right to receive income distributions from the trust to which the S Corporation Stock was originally allocated, the Current Income Beneficiary shall be determined by the Trustee. If the Trustee, in the Trustee's sole, unlimited and absolute discretion, determines there is more than one person who has a present right to receive income distributions from the trust, the Trustee may cause the S

Corporation Stock to be segregated into more than one Trust S, each with a different Current Income Beneficiary.

(b) Distributions. The Trustee shall distribute all of the income (as that term is defined in Section 643(b) of the Code) to the Current Income Beneficiary of that trust at least annually. If a Trust S ceases to hold S Corporation Stock, then in the discretion of the Trustee, distributions of income shall be governed by the terms of the trust from which the S Corporation Stock was originally severed, except that income may only be distributed to the Current Income Beneficiary of each Trust S.

Distributions of principal shall be governed by the terms of the trust to which the S Corporation Stock was originally allocated except that principal may only be distributed to the Current Income Beneficiary of each Trust S by the Trustee.

(c) Termination of a Trust S. If any Trust S is terminated during the lifetime of the Current Income Beneficiary, all of the principal and undistributed income of that Trust S shall be distributed to the Current Income Beneficiary.

If not earlier terminated by distribution of the entire trust estate under the foregoing paragraph, each Trust S shall terminate on the death of the Current Income Beneficiary, at which time the Trustee shall administer or distribute any property in that Trust S in accordance with the provisions that would have been applicable to the administration of those assets if that Trust S had never been created. If, upon application of those provisions, S Corporation Stock would remain in a trust created hereunder, the Trustee, in the Trustee's sole, unlimited and absolute discretion, may segregate said stock in a separate trust or separate share for purposes of Section 1361(d)(3) of the Code, and I request that the Current Income Beneficiary of that trust make an election, with the assistance of the Trustee, to qualify the trust as a Qualified Subchapter S Trust in accordance with Section 1361(d)(2) of the Code. The stock of each S Corporation shall be held in a separate trust to be administered in accordance with this Section. If the Trustee, in the Trustee's sole, unlimited and absolute discretion, determines there is more than one income beneficiary, the Trustee may cause the S Corporation Stock to be segregated into more than one Trust S, each with a different Current Income Beneficiary.

2. Construction of Trust Terms. No trust created or administered under this Section shall be administered in such a manner as to cause the termination of the S Corporation status of any corporation whose stock is held as a part of such trust. Accordingly, to the extent the terms of this Agreement are inconsistent with any trust created or administered hereunder qualifying as an Electing Small Business Trust, a Qualified Subchapter S Trust, or any other form of eligible Subchapter S stockholder, it is my intent that the terms of the trust be construed and administered in a manner that is consistent with qualifying the trust as an Electing Small Business Trust, a Qualified Subchapter S Trust or any other form of eligible Subchapter S stockholder, during any period that the trust holds S Corporation Stock, and any provision incapable of being so construed or applied shall be disregarded.

3. Methods of Distribution. No method of distribution permitted herein may be utilized in a manner that would jeopardize the qualification of a trust as an Electing Small

Business Trust, a Qualified Subchapter S Trust or any other form of eligible Subchapter S stockholder.

4. Elections. Any reference in this Agreement to any person, acting in an individual or fiduciary capacity, making an election for him or herself or for or on behalf of any person, shall include, but not be limited to, an election made in accordance with Section 1361(e)(3), Section 1361(d)(2) or any other applicable subsection of Section 1361 of the Code.

5. Apportionment of Receipts and Expenses. The Trustee hereunder shall characterize receipts and expenses of any Trust S in a manner consistent with qualifying that trust as a Qualified Subchapter S Trust.

6. Trust Consolidation. The Trustee may not consolidate any Trust S with another if doing so would jeopardize the qualification of one or both of the trusts as Qualified Subchapter S Trusts.

7. Disposition of S Corporation Stock. If the continuation of any trust or Trust S created under this Section would, in the opinion of the Trustee's legal counsel, result in the termination of the S Corporation status of any corporation whose stock is held as a part of the trust estate, the Trustee, in the Trustee's sole discretion, shall have, in addition to the power to sell or otherwise dispose of such stock, the power to distribute the stock of such S Corporation to the person then entitled to receive the income therefrom.

I. Governing Law. The law of the State of Florida shall govern the validity and interpretation of the provisions of this Agreement.

J. General References. Whenever and wherever the context of this Agreement so requires, any references to the singular shall be read, construed and interpreted to mean the plural and vice-versa; any references to the masculine gender shall be read, construed and interpreted to mean the feminine gender and vice-versa; and any references to the neuter gender shall be read, construed and interpreted to mean the masculine or feminine gender, whichever is applicable.

K. Construction of Captions. The captions of this Agreement are provided for convenience and reference only and in no way are intended to define, describe, extend or limit the scope of this Agreement or my intent with respect to any provision hereof.

L. Discretionary Trust Distributions. Whenever the Trustee has discretion under this Agreement to make distributions of income and/or principal based on the health, support, maintenance or education of an individual, the following provisions shall apply:

1. Health. "Health" shall include, but not be limited to, medical, dental, hospital, drug and nursing costs, as well as all expenses of invalidism and costs of medically prescribed equipment and travel.

2. Support and Maintenance. "Support" and "maintenance" shall mean the support and/or maintenance of the individual in accordance with his or her accustomed manner of living.

3. Education. "Education" shall include, but not be limited to, private or preparatory school tuition, under-graduate school or post-graduate school tuition, professional and vocational school tuition, room and board, fees, supplies, books and travel to and from the educational institution. It is intended that the Trustee liberally construe and interpret references to "education," to provide the best possible education commensurate with the beneficiary's abilities and desires.

4. Remainder Interests. In making principal distributions, the Trustee may ignore the interests of any vested or contingent remainder beneficiaries.

5. Trustee's Determinations. In making distributions to beneficiaries, the Trustee may take into account any other income and assets known by the Trustee to be reasonably available to the beneficiaries, but shall not be required to do so unless the trust provisions so specify. The Trustee may rely on information furnished by the beneficiaries as to other income and assets reasonably available to them, and no person interested in any manner in a trust created hereunder may complain of a Trustee's distribution or failure to make a

distribution of trust assets so long as the Trustee's determinations are made in good faith and without gross negligence.

6. Termination. The Trustee is authorized to make such distributions even though they may deplete the trust fund, thereby causing the trust to terminate.

M. Copies. Anyone may rely on a copy of this Agreement as certified by any Trustee in a signed writing to be a true copy of the signed original (and of any amendments hereto) to the same effect as if said copy were said signed original. Anyone may rely upon any statement of fact certified by anyone who appears from the original document or a certified copy thereof to be a Trustee hereunder.

N. Exercise of Power of Appointment. Except as otherwise provided herein, the Trustee shall distribute any property as to which a power of appointment is exercised to the designated appointee or appointees (whether living at the time of exercise or thereafter born) upon such conditions and estates, in such manner (in trust or otherwise), with such powers, in such amounts or proportions, and at such time or times (but not beyond the period permitted by any applicable rule of law relating to perpetuities) as the holder of the power may specify in the instrument exercising the power. To be effective, the exercise of any power of appointment granted hereunder shall make specific reference to the provision creating the power. Notwithstanding any of the above provisions, no holder of a power may appoint any assets disclaimed by such person pursuant to this Agreement. In addition, the holder of a power that is referred to herein as a limited or special power of appointment may not appoint in favor of the holder, the creditors of the holder, the estate of the holder, or the creditors of the estate of the holder.

O. Funding. Unless otherwise expressly provided in this Agreement, any distribution or funding requirement of a pecuniary amount may be satisfied in cash or in kind, in undivided interests, or partly in each. Any assets that are used to satisfy the pecuniary amount, shall be valued for this purpose at their date or dates of distribution. Notwithstanding the foregoing, in funding a fractional share under this Agreement, property allocated in kind may be allocated in entire or disproportionate shares, as the Trustee determines to be in the best interests of the beneficiaries, without compensating adjustments.

P. Small Trust Termination. If at any time the property in any trust hereunder (other than a trust for the benefit of a Trustee) has an aggregate net fair market value as determined by the Trustee of \$50,000 or less, the Trustee may terminate that Trust. Upon termination, the Trustee shall distribute the trust property proportionately to the persons then entitled to receive or have the benefit of the income therefrom in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.

Q. Legal Obligations and Discretionary Powers. Notwithstanding any other provision of this Agreement, I hereby limit the general discretionary powers of the Trustee so that (i) no Trustee with a beneficial interest in the trust income or principal (other than me) shall participate in any decision regarding a discretionary distribution to that Trustee personally or to any other beneficiary, except for purposes of health, support, maintenance and education, to the extent such standard constitutes an ascertainable standard within the meaning of Code Sections 2041 and 2514, and (ii) no Trustee may use trust income or principal to discharge the legal obligation of that Trustee individually to support or educate a beneficiary hereunder. The benefits under this Agreement are in addition to, and not in substitution for, any obligation of

support owed to a beneficiary. A Trustee shall only exercise discretionary powers, including making discretionary distributions to himself or herself, in the Trustee's fiduciary capacity.

R. Possessory Right to Homestead. I reserve in any trust property that would otherwise qualify for the homestead real estate tax exemption a beneficial interest for my life, such interest being equitable title to such real estate.

S. Definitions. References in this Agreement to the following words or phrases shall have the following meanings: (i) "this Agreement" means this Agreement and any amendment thereto; (ii) "descendant" or "descendants" mean lawful lineal descendants by blood or adoption of any degree of the ancestor designated; (iii) "Trustee" means the Trustee or Trustees from time to time acting; and (iv) "generation-skipping transfer tax" or "generation-skipping transfer taxes" mean the tax imposed by Chapter 13 of Subtitle B of the Internal Revenue Code. In addition, references to various provisions of the "Internal Revenue Code" or "Code" are to such designated provisions of the Internal Revenue Code of 1986, as amended, or any corresponding successor or replacement statute hereafter in effect. Further, a person shall be considered "Disabled" if he or she is a minor, is otherwise under a legal disability, or has any condition (whether temporary or permanent) which substantially impairs his or her capacity to give prompt and intelligent consideration to financial matters. The Trustee (or successor Trustee, if the current Trustee is the person in issue) may rely on a physician's certification regarding such impairment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, MARJORIE ILMA KNOX, as Settlor, has executed the Marjorie Ilma Knox Revocable Trust Agreement this 5 day of March, 2007.

Marjorie Knox
MARJORIE ILMA KNOX, Settlor

The foregoing was signed by MARJORIE ILMA KNOX, the Settlor, in our presence, and we at the request of the Settlor and in the presence of the Settlor, and in the presence of each other, hereunto subscribe our names as witnesses on the date last above mentioned.

Rose Parish-Ramon residing at 14827 SW 50 Ter

Print Name: Rose Parish-Ramon Miami, FL 33185

Judey Marks residing at 11122-1 SW 132 St

Print Name: Judey Marks Miami, FL 33186

STATE OF FLORIDA)
)SS.:
COUNTY OF MIAMI-DADE)

I, MARJORIE ILMA KNOX, declare to the officer taking my acknowledgment of this Agreement, and to the subscribing witnesses, that I signed this Agreement as my Revocable Trust Agreement.

Marjee Knox
MARJORIE ILMA KNOX, Settlor

We, Rose Parish-Ramon and Judy Marks have been sworn by the officer signing below, and declare to that officer on our oaths that MARJORIE ILMA KNOX, the Settlor, declared the instrument to be her Revocable Trust Agreement and signed it in our presence and that we each signed the instrument as a witness in the presence of the Settlor and in the presence of each other.

Rose Parish-Ramon
Witness

Judy Marks
Witness

Acknowledged and subscribed and sworn to before me by the Settlor, MARJORIE ILMA KNOX, who is personally known to me or who has produced BRANDS D.L. as identification, and sworn to and subscribed before me by the witnesses, Rose Parish-Ramon, who is personally known to me or who has produced _____ as identification, and by Judy Marks, who is personally known to me or who has produced _____ as identification, and subscribed by me in the presence of the Settlor and subscribing witnesses, all on this 15th day of March, 2007.

Michael A. Drubin
Signature of Notary Public
Print Name: MICHAEL A. DRUBIN
State of Florida

My Commission Expires: 11.04.08



IN WITNESS WHEREOF, KATHLEEN ISABELLA DAVIS as appointed Trustee of the Marjorie Ilma Knox Revocable Trust Agreement, hereby accepts the appointment as Trustee and has executed the Marjorie Ilma Knox Revocable Trust Agreement as of the date first above written.

Witness:

Rose Parish-Ramon

Print Name: Rose Parish-Ramon

Judy Marks

Print Name: Judy Marks

Kathleen I. Davis
KATHLEEN ISABELLA DAVIS, Trustee

MARJORIE ILMA KNOX REVOCABLE TRUST AGREEMENT

SCHEDULE A

Cash in the amount of \$1000.00

Shares in Kingsland Estates Limited*

Rights to interests in various estates of family members

Funds held in various court proceedings

(*Subject to BD\$24,000,000 charge in favour of Peter Allard)

EXHIBIT "B"

REGISTRATION OFFICE
BARBADOS
FILED=3 JUL 1958
[Signature]
REGISTRAR

#1301 d-11721 ✓



THE STAMP
DULY STAMPED
WITH 10/-
[Signature]
REGISTRAR
BARBADOS

4 209
EXHIBIT
MTS

KNOX OF BARBADOS

BARBADOS

AN AGREEMENT made the *second* day of *July* One thousand nine hundred and fifty eight BETWEEN EBENEZER ESTWICK DEANE of Kingsland, Christ Church, Planter, ILMA KATHLEEN DEANE the wife of the said Ebenezer Estwick Deane, MURIEL EILEEN DEANE of Kingsland, Christ Church, Spinster, COLIN IAN ESTWICK DEANE of Kingsland, Christ Church, Planter, JOHN VERE EVELYN DEANE of Adams Castle, Christ Church, Planter, ERIC ASHBY BENTHAM DEANE of Husbands, Saint James, Company Secretary, MARJORIE ILMA KNOX the wife of Vernon Eugene Knox of Spion Kop, Christ Church, Jeweller and formerly Marjorie Ilma Deane, Spinster, OWEN BASIL KEITH DEANE of Hanson, Saint George, Planter, and VIVIAN GORDON LEE DEANE of Husbands, Saint James, Planter, and all of the Island of Barbados abovesaid (hereinafter together called the vendors) of the ONE PART and KINGSLAND ESTATES LIMITED a company incorporated and registered under the Companies Act 1910 of this Island and having its registered office at Kingsland in the parish of Christ Church and Island aforesaid (hereinafter called the company) of the OTHER PART:

WHEREAS the vendors are seized in fee simple in possession in equal shares as tenants in common of the sugar plantations called "ADAMS CASTLE" situate in the parish of Christ Church containing by estimation Two hundred and eighty-seven acres three roods thirty-one and three-tenths perches or thereabouts "HUSBANDS" situate in the parishes of Saint James and Saint Michael containing by estimation two hundred and twenty-three acres or thereabouts "OXNARDS" situate in the parish of Saint James containing by estimation one hundred and fifty-six acres or thereabouts - "HANSON" situate in the parishes of Saint George, Saint Michael, and Christ Church containing by estimation Four hundred and fifty-seven acres two roods twenty-five perches or thereabouts and also

of the freehold hereditaments known as Spion Kop situate in the parish of Christ Church containing by admeasurement Fifty-four thousand three hundred and seventy square foot or thereabouts and the freehold hereditaments known as Kingsland situate in the parish of Christ Church containing by admeasurement Seven acres one rood twenty-three perches or thereabouts subject as to the said plantations to the unexpired terms of leases to bore for oil in favour of The British Union Oil Co. Limited and subject also as to the said plantation called "HANSON" to a mortgage in fee simple of the same plantation for securing Ten thousand pounds and interest created by an indenture of even date herewith but executed before these presents and made between the vendors of the one part and George Birt Evelyn of the other part but otherwise free from incumbrances

AND WHEREAS the vendors are also the registered holders of 2,260 ordinary shares in Warrens Co-Operative Factory Limited of One pound each (£1) numbered 8301 to 9800 and 16,661 to 17,420 inclusive

AND WHEREAS the company has been formed under the Companies Act 1910 with a nominal capital of £300,000 divided into 300,000 shares of £1 each with a view amongst other things to the acquisition of the said plantations hereditaments shares and remises

AND WHEREAS by clause 4 of the Articles of Association of the company it is provided that the company shall enter into the agreement therein referred to being this agreement

NOW IT IS HEREBY AGREED as follows:-

1. The vendors shall sell and the company shall purchase as from the first day of July one thousand nine hundred and fifty eight the said sugar plantations called "ADAMS CASTLE", "HUSBANDS", "OXNARDS"

and "HANSON" with the mansions or dwellinghouses and all other buildings and erections thereon respectively together with all crops live and dead stock plantation utensils and implements thereon and thereto belonging and all rents royalties and other benefits under any mining lease affecting the same and any pooling agreement or agreements in respect thereof and also the said freehold hereditaments known as Spion Kop and Kingsland respectively and the said 2,260 ordinary shares of £1 each in Warrens Co-Operative Factory Limited.

2. The said plantations are sold subject to the unexpired terms of any mining leases affecting the same in favour of The British Union Oil Co. Limited and any pooling agreement or agreements in respect thereof and as to the said Hanson plantation to the hereinbefore mentioned mortgage in fee thereof for securing Ten thousand pounds and interest created by the hereinbefore recited indenture

3. Part of the consideration for the said sale shall be the sum of Two hundred thousand pounds which shall be paid and satisfied by the allotment to the vendors or their nominees of 200,000 fully paid up ordinary shares in the capital of the company of £1 each to be numbered 1 to 200,000 inclusive and such shares shall be apportioned as follows, namely, to the said Ebenezer Estwick Deane 22,224 and to the said Ilma Kathleen Deane, Muriel Eileen Deane, Colin Ian Estwick Deane, John Vere Evelyn Deane, Eric Ashby Bentham Deane, Marjorie Ilma Knox, Owen Basil Keith Deane and Vivian Gordon Lee Deane, each 22,222.

4. As the residue of the consideration for the said sale the company shall undertake to pay satisfy discharge and fulfill all the debts liabilities contracts and engagements of the vendors in relation to the said plantations as from the First day of July one thousand nine hundred and fifty-eight and shall indemnify the vendors against all proceedings claims and demands in respect thereof.

5. The said sale shall be completed on or before the Fifteenth day of July one thousand nine hundred and fifty-eight when possession of the premises shall be given to the company and the consideration aforesaid so far as the same consists of shares shall be satisfied subject to the provisions of this agreement and thereupon the vendors and all other necessary parties, if any, shall upon the request and at the cost of the company, execute and do all assurances and things as shall reasonably be required by the company for vesting in it the said plantations hereditaments shares and premises agreed to be hereby sold and giving to it the full benefit of this agreement.

6. The company shall pay all costs of and incidental to the preparation and execution of this agreement, and of the memorandum and articles of association of the company, and of the registration thereof, and of all stamps, fees, and other legal expenses incident to the formation of the company and generally all preliminary expenses whatever incurred in relation to the company down to the first general allotment of shares and including the stamp duty on the conveyance from the vendors to the company.

7. The company shall accept, without investigation, such title as the vendors have to the said plantations hereditaments shares and premises hereby agreed to be sold.

8. The validity of this agreement shall not be impeached on the ground that the vendors as promoters or otherwise stand in a fiduciary relation to the company and that the directors having accepted office at their request do not constitute an independent board.

9. The company shall cause this agreement to be filed with the Registrar of Companies pursuant to section 87 of the Companies Act 1910 of this Island and also in the case of shares allotted to the

vendors' nominees shall cause a sufficient contract to be filed with the Registrar constituting the title of such nominees.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals and the company its corporate seal the day and year first above written.

SIGNED SEALED AND DELIVERED by
the said Ebenezer Estwick Deane,
Ilma Kathleen Deane, Mariel
Eileen Deane, Colin Ian Estwick
Deane, John Vere Evelyn Deane,
Eric Ashby Bentham Deane,
Marjorie Ilma Knox, Owen
Dasil Keith Deane, and Vivian
Gordon Lee Deane, in the
presence of:-

E. E. Deane
J. K. Deane
M. E. Deane
L. E. Deane
John Deane
Eric Ashby
Marjorie Knox
Dasil Keith Deane
L. E. Deane

Lindsay Deane

The Common Seal of Kingsland Estates Limited was hereto set and affixed by Colin Ian Estwick Deane, the Secretary, by order of the Board of Directors, in the presence of:-

E. E. Deane
M. E. Deane
Directors



Countersigned
L. E. Deane
Secretary.

Witness:
Lindsay Deane

Dated 2nd Aug. 1958

Messrs. E. E. Deane et al,

-- with --

Kingsland Estates Limited

AGREEMENT

Cottle, Catford & Co.

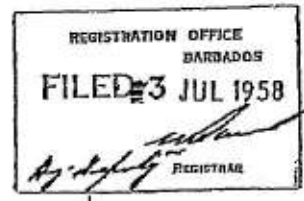
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Handwritten: Both BHT MTB

THE COMPANIES ACT 1910



Return of allotments made on the 2nd day of July 1958 of
KINGSLAND ESTATES LIMITED

Made pursuant to section 87 of the Companies Act 1910.

Number of ordinary shares allotted payable in cash	Nil
Nominal amount of ordinary shares so allotted	Nil
Amount paid or due and payable on each such share	Nil
Number of ordinary shares allotted for a consideration other than cash	200,000
Nominal amount of shares so allotted	£200,000
Amount to be treated as paid on each such share	£1

The consideration for which such shares have been allotted is contained in an Agreement dated the second day of July 1958 made between Ebenezer Estwick Deane, Ilma Kathleen Deane, Mariel Eileen Deane, Colin Ian Estwick Deane, John Vere Evelyn Deane, Eric Ashby Bentham Deane, Marjorie Ilma Knox, Basil Keith Deane and Vivian Gordon Lee Deane of the one part and the company of the other part being an agreement for the sale for the sale and purchase of the plantations known as "ADAMS CASTLE", "HUSBANDS", "OXWARDS" and "HANSON" the freehold hereditaments known as "KINGSLAND" and "SPION KOP" and 2,260 ordinary shares of £1 each in Warrens Co-Operative Factory Limited.

Presented for filing by

17 High Street, Bridgetown,
Solicitors for the company.

NAMES ADDRESSES AND DESCRIPTIONS OF THE ALLOTTEES.

SURNAME	CHRISTIAN NAMES	ADDRESS	DESCRIPTION	NUMBER OF SHARES ALLOTTED
DEANE	Ebenezer Estwick	Kingsland, Christ Church,	Planter	22,224 numbered 1 to 22,224 inclusive
DEANE	Ilma Kathleen	ditto	Housewife	22,222 numbered 22,225 to 44,446 inclusive

DEANE	Muriel Eileen	Kingsland, Christ Church,	Spinster	22,222 numbered 44447 to 66668 inclusive
DEANE	Colin Ian Estwick	ditto	Planter	22,222 numbered 66,669 to 88,890 inclusive
DEANE	John Vere Evelyn	Adams Castle, Christ Church	Planter	22,222 numbered 88,891 to 111,112 inclusive
DEANE	Eric Ashby Bentham	Husbands, St. James	Company Secretary	22,222 numbered 111,113 to 133,334 inclusive
KNOX	Marjorie Ilma	Spion Kop, Maxwells, Christ Church	Housewife	22,222 numbered 133,335 to 155,556 inclusive
DEANE	Owen Basil Keith	Hanson, St. George	Planter	22,222 numbered 155,557 to 177,778 inclusive
DEANE	Vivian Gordon Lee	Husbands, St. James	Planter	22,222 numbered 177,779 to 200,000 inclusive

Lin S. Deane
Secretary.

EXHIBIT "C"

ASSIGNMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, MARJORIE ILMA KNOX, Assignor, hereby transfers, conveys, sets over, assigns and delivers to Assignee, KATHLEEN ISABELLA DAVIS, as Trustee of the Marjorie Ilma Knox Revocable Trust under Agreement dated March 5, 2007, as it may be amended from time to time, all of Assignor's personal property, including, but not limited to, all of Assignor's interests in Kingsland Estates Limited.

Assignor agrees to warrant and defend the title to said property to Assignee, its successors and assigns, against all lawful claims.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 5 day of March, 2007.

Witnesses:

Rose Parish-Ramón

Print Name: Rose Parish-Ramón

Judy Marks

Print Name: Judy Marks

Marjorie Knox

MARJORIE ILMA KNOX, Assignor

ACCEPTANCE

The undersigned Assignee, KATHLEEN ISABELLA DAVIS, as Trustee of the Marjorie Ilma Knox Revocable Trust under Agreement dated March 5, 2007, as it may be amended from time to time, hereby accepts the assignment of all of MARJORIE ILMA KNOX's, as Assignor, personal property, including, but not limited to, all of Assignor's interests in Kingsland Estates Limited as referenced in the Assignment of even date with this Acceptance.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 5 day of March, 2007.

Witnesses:

Rose Parish-Ramón

Print Name: Rose Parish-Ramón

Judy Marks

Print Name: Judy Marks

ASSIGNEE:

Kathleen I. Davis

KATHLEEN ISABELLA DAVIS, Trustee of the Marjorie Ilma Knox Revocable Trust

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing Assignment was acknowledged before me on this 5th day of March, 2007 by MARJORIE ILMA KNOX, who is personally known to me or who has produced BARBAROS D.L. as identification.



Signature of Notary Public

Print Name: MICHAEL A. DRIBIN

State of Florida

My Commission Expires 11.04.08

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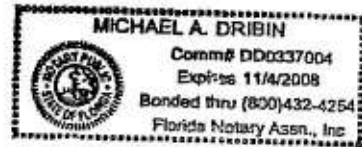


EXHIBIT "D"

STOCK POWER

FOR VALUE RECEIVED, Marjorie Ilma Knox ("Knox"), hereby ratifies the previous assignment of all of her interest in Kingsland Estates Limited dated March 5, 2007 by hereby specifically transferring and assigning unto Kathleen Isabella Davis, as Trustee of the Marjorie Ilma Knox Revocable Trust under Agreement dated March 5, 2007, as it may be amended from time to time, Twenty-Two Thousand Two-Hundred Twenty-Two (22,222) Ordinary Shares numbered 133,335 to 155,556 of Kingsland Estates Limited., standing in Knox's name on the books of said corporation, represented by stock certificate no. 7, and does hereby irrevocably constitute and appoint _____ to transfer said shares on the books of said corporation with full power of substitution in the premises.

Effective as of the 5th day of March, 2007

Madge-Knox
Marjorie Ilma Knox

EXHIBIT "E"

STOCK PLEDGE AGREEMENT

This Stock Pledge Agreement, dated as of February 23rd, 2010, ("Stock Pledge Agreement") is made by the Marjorie Irma Knox Revocable Trust (the "Trust"), Kathleen Isabella Davis, as Trustee ("Trustee" and "Pledgor"), joined by Marjorie Irma Knox, as Settlor of the Trust ("Settlor"), in favor of Peter Andrew Allard (the "Lender").

RECITALS

WHEREAS:

- (1) the Lender has lent to Marjorie Irma Knox (individually, "Knox") various amounts totaling an indebtedness of BDS \$33,690,267.52 (USD \$16,929,782.67) as of December 1, 2009 (the "Indebtedness"), pursuant to a Deed of Charge, dated May 14, 2002 (along with all renewals, extensions and modifications thereof, the "Deed of Charge");
- (2) Lender, Pledgor and Knox each acknowledge that the indebtedness is in the amount of BDS \$33,690,267.52 (USD \$16,929,782.67) as of December 1, 2009;
- (3) each of the above extensions of credit by Lender to Knox was secured by 28,570 shares of common stock with a par value of BD \$1.00 (the "Stock"), in Kingsland Estates Ltd., a registered Barbados corporation (the "Issuer"), the said stock being beneficially owned by Knox and pledged to the Lender;

- (4) on March 5, 2007, Knox, as Settlor, created the Trust and in so doing assigned to the Trustee, among other property, the Stock, subject to Lender's security interest in the Stock; and
- (5) the Lender, the Settlor and the Pledgor each now desire to enter into this Stock Pledge Agreement in connection with the Indebtedness, and as a condition precedent to any future loans by Lender to either Knox, the Settlor or the Pledgor.

WHEREFORE, for good and valuable consideration, the receipt and adequacy of which we hereby expressly acknowledged, Pledgor, joined by the Settlor, agrees with Lender as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt and complete payment of the Indebtedness and any other principal, interest or other obligations of Knox now or hereafter owing to the Lender under or on account of the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox, this Stock Pledge Agreement (each a "Loan Document") or any other extensions of credit to Pledgor or Knox (including any interest accruing subsequent to any petition filed by or against the Pledgor or Knox under the U.S. Bankruptcy Code, whether or not allowed), indemnity and reimbursement obligations, charges, expenses, fees, reasonable attorneys' fees and disbursements and any other amounts owing to Lender including, without limitation, all renewals, extensions, refinancings, refundings, amendments and modifications of any of the obligations described above (the Indebtedness and all of the aforesaid indebtedness, obligations and liabilities of the Pledgor and

KNOX being herein called the "Obligations"), for value received, the Pledgor hereby grants, assigns and transfers to the Lender a continuing security interest in and to the following described property whether now owned or existing or hereafter acquired or arising and wherever located (all of which is hereby collectively called the "Collateral"):

- (a) the Stock and all other types or items of property which is to be pledged to Lender and held as Collateral under this Agreement;
- (b) stock powers (the "Powers") duly executed in blank; and
- (c) the Proceeds of each of the foregoing.

"Proceeds" has the meaning assigned to it under the Florida Uniform Commercial Code (Fla. Stat. §679.1021(III)) and, in any event, includes, but is not limited to (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Pledgor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure and/or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau and/or agency (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, including, without limitation, any and all dividends (whenever paid by such limited liability company or other owner of capital stock of the issuer or in any other form), cash, instruments and other property from time to time received, receivable or otherwise attributable in respect of, or in connection with, any of the Collateral. As stated herein among other things, the Collateral shall secure any future advances by Lender to the Pledgor, Settlor or Knox.

(such advances to be made at the Lender's sole discretion), such advances not to exceed USD \$5,000,000.00).

2. Pledgor Representations and Agreements. Pledgor represents, warrants and agrees that:

(a) There are no restrictions upon the transfer of any of the Collateral and Pledgor has the right to pledge and grant a security interest in or otherwise transfer such Collateral free of any liens or rights of third parties.

(b) All of the Collateral is and shall remain free from all liens, claims, encumbrances, and purchase money or other security interest. Pledgor shall not, without the Lender's prior written consent, sell, transfer, donate and/or otherwise dispose of any of the Collateral by any means.

(c) This Stock Pledge Agreement, and the delivery to Lender of the certificate(s) representing the Stock, creates a valid, perfected and first priority security interest in the Stock in favor of Lender, and all actions necessary or desirable to such perfection have been duly taken. Pledgor has delivered to Lender the certificates representing all of the Stock, together with undated stock powers and executed in blank.

(d) No authorization or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person is required either: (i) for the grant by Pledgor of the security interest granted hereby or for the execution, delivery or performance of this Stock Pledge Agreement by Pledgor and/or Knorr; (ii) for the perfection of, or exercise by, Lender of its rights and remedies hereunder (except as may have been taken by or at the direction of Pledgor or Knorr) in connection with a disposition of the Stock by laws affecting

the offering and sale of securities generally, or as may be required in connection with a disposition of the Stock, or (L) the exercise of any of the voting or other rights provided for in this Stock Pledge Agreement or the remedies in respect of the Stock pursuant to this Stock Pledge Agreement (except as may be required in connection with a disposition of the Stock by laws affecting the offering and sale of securities generally).

(e) Pledgor has made her own arrangements for keeping informed of changes or potential changes affecting the Corporation (including, but not limited to, rights to convert, rights to subscribe, payment of dividends, reorganization or other exchanges, tender offers and voting rights) and Pledgor agrees that Lender shall not have any responsibility or liability for informing Pledgor of any such changes or potential changes or for taking any action or omitting to take any action with respect thereto.

(f) The Stock is all of the capital stock of the Issuer presently owned or controlled by Pledgor. If Pledgor at any time owns or controls any other shares of stock of the Issuer, all such stock shall without further act or deed be subject to all of the terms and conditions of this Stock Pledge Agreement and Pledgor must immediately take such action to perfect Lender's lien and security interest as Lender may request, including executing undated stock powers and delivering the stock certificate(s) representing such shares.

(g) There are no options or other rights to purchase or otherwise acquire the Stock outstanding at this time.

(h) All of the outstanding shares of Stock have been duly and validly issued by the Issuer, and they are fully paid and non-assessable.

(j) There are no existing agreements with respect to the Collateral between Pledgor and any other person or entity (other than the Lender).

(k) This Stock Pledge Agreement, the Deed of Charge, and the Powers have been duly authorized, executed and delivered by Trustee and Settlor and each constitutes a legal, valid and binding obligation of Pledgor, enforceable in accordance with its terms.

3. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Stock Pledge Agreement:

- (a) non-payment of the Obligations when due;
- (b) any default in the observance of performance of any of the other material conditions, covenants or agreements set forth in this Stock Pledge Agreement.
- (c) any representation or warranty made or deemed made by Pledgor in this Stock Pledge Agreement which proves untrue in any material adverse respect when made or deemed made;
- (d) any cessation, at any time or for any reason (other than in accordance with the terms of this Stock Pledge Agreement itself) of the validity, enforceability or binding effect against either the Pledgor, Settlor or Knox (as applicable) of any provision of this Stock Pledge Agreement, the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox; or any contestation by the Settlor, Trustee, or any Beneficiary, or any person or entity related thereto or controlled thereby as to the validity, binding effect or enforceability of this Stock Pledge Agreement, the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox; or any successful contestation by any person or entity not otherwise referenced hereinabove as to

the validity, binding effect or enforceability of this Stock Pledge Agreement, the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox; or any denial by the Pledgor and/or Knox that the Trust, Pledgor or Knox has any or further liability or obligation under this Stock Pledge Agreement, the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor and/or Knox, while such liability or obligation is still in existence; or any termination, revocation, invalidation, or setting aside of this Stock Pledge Agreement, the Deed of Charge, or any other Loan Document, so that it in any way ceases to give or provide to the Lender the benefits purported to be created thereby;

(e) any default under the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor and/or Knox, or any other Loan Document;

(f) any entry of a final judgment or final judgments for the payment of money aggregating in excess of One Hundred Thousand Dollars (USD \$100,000), should such final judgment or final judgments remain outstanding against Pledgor and/or Knox in any amount for more than thirty (30) days from the date of entry;

(g) any court ordered appointment of a receiver, liquidator, custodian or trustee of the Trust, Pledgor and/or Knox, or of all or any part of the property of the Pledgor, should such court ordered appointment remain in effect for more than sixty (60) days; or any entry of an order for relief with respect to the Trust, Pledgor and/or Knox; or any adjudication that the Trust, Pledgor and/or Knox are bankrupt or insolvent; or any court ordered sequestration of the property of the Pledgor, should that sequestration remain in effect for more than sixty (60)

days; or any filing of a petition by or against the Trust, Pledgor and/or Knox under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, should such petition not be dismissed within sixty (60) days after such filing; or any assignment by the Pledgor, Settlor and/or Knox made for the benefit of the Pledgor or Knox's creditors other than the Lender; or any admission in writing by the Pledgor and/or Knox of the Pledgor or Knox's inability to pay its debts generally as they become due; or any failure by the Pledgor and/or Knox to pay the Pledgor or Knox's debts generally as they become due; or any consent by the Pledgor, Settlor and/or Knox to the appointment of a receiver, liquidator or trustee of the Trust, Pledgor and/or Knox, or of all or any part of the property of the Pledgor and/or Knox.

4. Remedies.

(a) Upon the occurrence of any Event of Default, the Lender shall have and may exercise any one or more of the rights and remedies provided to it under this Stock Pledge Agreement, the Deed of Charge, any other document evidencing any other extension of credit by the Lender to the Pledgor and/or Knox, or provided by law, including but not limited to all of the rights and remedies of a secured party under the Florida Uniform Commercial Code, and the Pledgor hereby agrees to assemble the Collateral and make it available to the Lender at a place to be designated by the Lender which is reasonably convenient to both parties, authorizes the Lender to take possession of the Collateral with or without demand and with or without process of law and to sell and dispose of the same at public or private sale and to apply the proceeds of such sale to the costs and expenses thereof (including reasonable attorneys' fees and disbursements incurred by the Lender) and then to the payment and satisfaction of the

Obligations. The purchaser of any or all of the Collateral so sold at all thereafter hold the same free from any claim, encumbrance or right of any kind whatsoever.

(b) Pledgor hereby agrees that any transfer or sale of the Collateral conducted in conformity with reasonable commercial practices of banks or other financial institutions disposing of property similar to the Collateral shall be deemed to be commercially reasonable. Any requirements of reasonable notice shall be met if such notice is mailed to Pledgor, at the address set forth below, at least ten (10) days before the time of the sale or disposition; provided that no notification need to be given to Pledgor if it has signed, after default, a statement renouncing or modifying any right to notification and provided further that no such notification shall be required as to any of the Collateral which is of a type customarily sold in a recognized market. Any other requirement of notice, demand or advertisement for sale, is, to the extent not prohibited by law, waived.

(c) Lender may, in his own name, or in the name of a designee or nominee, buy the Stock at any public sale of the Stock, and Lender may also buy at private sale, if the Stock or other Collateral is sold in a recognized market or is the subject of widely distributed standard price quotations, and if purchased at a price quoted by an independent third party in such market, Lender shall have the right to execute any document or form, in its name or in the name of Pledgor, which may be necessary or desirable in connection with any such sale of collateral.

(d) In view of the fact that securities laws may impose certain restrictions on the method by which a sale of the Stock may be effected after an Event of Default, Pledgor agrees that upon the occurrence of an Event of Default, Lender may from time to time attempt to

sell all or any part of the Stock in any manner permitted by law. In so doing, Lender may solicit offers to buy the Stock, or any part of it, for cash, from investors who might be interested in purchasing the Stock. If Lender hires a firm of regional or national reputation that is engaged in the business of rendering investment banking and brokerage services to solicit such offers and facilitate the sale of the Stock, then Lender's acceptance of the highest offer obtained through the efforts of such firm shall be deemed to be a commercially reasonable method of disposition of such stock.

(c) Pledgor hereby irrevocably appoints Lender as its attorney-in-fact to arrange for the transfer, at any time after the existence or occurrence of an Event of Default, of the Stock or other collateral on the books of the Issuer to the name of Lender or to the name of Lender's nominee.

(f) No right or remedy conferred upon or reserved to the Lender under this Stock Pledge Agreement, the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative in addition to every other right or remedy given hereunder or now or hereafter existing under any applicable law. Every right and remedy of the Lender under the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox, or under applicable law may be exercised from time to time and as often as may be deemed expedient by the Lender.

5. Waivers.

(a) The Pledgor, Settlor and/or Knox each waives any right to receive notice of any of the following matters before the Lender enforces any of its rights: (i) the Lender's

acceptance of this Pledge, (ii) any credit that the Lender extends to the Pledgor or Knox, (iii) the Pledgor, Settlor or Knox's default, (iv) any demand, or (v) any action that the Lender takes regarding the Pledgor, Settlor, Knox, anyone else, any collateral, or any Liability, which it might be entitled to take by law or under any other agreement.

(b) Until thirteen months after the principal balance of and interest on the Obligations shall have been paid in full and the Pledgor and Knox shall have fully performed all of their respective obligations to the Lender, the Pledgor expressly waives any and all rights of subrogation, contribution, reimbursement, indemnity, exoneration, implied contract, recourse to surety or any other claim (including any claim, as that term is defined in the United States Bankruptcy Code, and any amendments) which the Pledgor may now have or later acquire against the Lender, any other entity directly or contingently liable for the Obligations, or against the collateral arising from the existence or performance of the Pledgor's and/or Knox's obligations under this Stock Pledge Agreement, the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor and/or Knox. The Pledgor further agrees that such waiver is permanent and shall not be revoked or terminated, in any event, including payment in full of the principal balance of and interest on the Obligations in the event that proceedings are commenced at any time by or against the Trust, Pledgor and/or Knox under any bankruptcy, reorganization, liquidation or similar laws of any jurisdiction, including the United States Bankruptcy Code. The Pledgor and Knox each further agree that should any payments to the Lender on the Obligations in whole or in part be invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act or code, state or federal law, common law or equitable doctrine,

this Stock Pledge Agreement, the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox and any Collateral shall remain in full force and effect (or be reinstated as the case may be) until payment in full of any such amounts, which payment shall be due on demand.

6. Conduct No Waiver. No waiver of any Event of Default shall be effective unless in writing and executed by the Lender. Without limiting the generality of the foregoing, no delay on the part of the Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof, no single or partial exercise of any right, power or privilege hereunder shall preclude other or further exercise thereof or the exercise of any other right, power or privilege, and waiver of any default or forbearance on the part of the Lender in enforcing any of its rights under this Stock Pledge Agreement, the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox shall not operate as a waiver of any other Event of Default or of the same default on a future occasion or of such right.

7. Lender's Duties. Subject to Fla. Stat. 627.2071, Lender has no duty with respect to the Collateral. Without limiting the generality of the foregoing, Lender shall be under no obligation to take any step necessary to preserve rights in the Collateral against any other parties or to exercise any rights represented thereby; provided, however, that Lender may, at its option, do so, and any and all expenses incurred in connection therewith shall be for the sole account of Pledgor.

8. Voting Rights; Dividends; Board Representation; etc. During the term of this Stock Pledge Agreement:

(a) As long as no Event of Default shall have occurred and be continuing, Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Stock or any part thereof, and Lender shall execute and deliver (or cause to be executed and delivered) to Pledgor all such proxies and other instruments as Pledgor may reasonably request for the purpose of enabling Pledgor to exercise those voting and other rights which it is entitled to exercise pursuant to the foregoing; provided, however, that no vote shall be cast or consent, waiver or ratification given or action taken which would directly or indirectly impair the Collateral or be inconsistent with or violate any provision of this Stock Pledge Agreement, the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox; and, provided further, that Pledgor shall vote to ensure the effectuation of the objectives and agreement described in this Section 8, whether such objectives and agreements are to be effected pursuant to a direct vote of the shareholders of the Issuer or pursuant to the election and/or replacement of members of the Issuer's Board of Directors amenable to such objectives and agreements.

(b) In the event Pledgor shall become entitled to receive or shall receive any dividends or other distributions on the Stock, including any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital, or issued in connection with any reorganization), option or rights, whether as an addition to, in substitution of, or in exchange for any shares of any Stock, or otherwise, Pledgor agrees to accept the same as agent for Lender and to hold the same in trust on behalf of and for the benefit of the Lender and to deliver the same forthwith to the Lender in the exact form received, with the endorsement of Pledgor when

necessary and/or appropriate undated stock powers duly executed in blank, to be held by Lender as additional Collateral for the Obligations. Notwithstanding the foregoing, cash dividends paid to Pledgor may be retained by Pledgor and not remitted to Lender provided that the amount of such cash dividends does not exceed \$10,000.00 per calendar quarter.

(c) If any Event of Default shall have occurred and be continuing, Pledgor shall not be entitled to receive or retain any dividends or distributions paid in respect of the Stock whether paid or payable in cash or other property, whether in redemption of, or in exchange for the Stock, whether in connection with a partial or total liquidation or dissolution of the stock, or whether in connection with a reduction of capital, capital surplus or paid-in surplus of the Stock or otherwise, and any and all such dividends or distributions shall be forthwith delivered to Lender to hold as Collateral and shall, if received by Pledgor, be received in trust for delivery to Lender, be segregated from the other property or funds of Pledgor, and be forthwith delivered to Lender as Collateral in the same form as so received (with any necessary endorsement).

(d) If any Event of Default shall have occurred and be continuing, all rights of Pledgor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to this Section 8 shall, at Lender's option, cease, and all such rights shall, at Lender's option, thereupon become vested in Lender, so long as an Event of Default shall continue, and Lender shall, at its option, thereupon have the sole right, but not the obligation, to exercise such voting and other consensual rights.

(e) Notwithstanding anything to the contrary set forth in this Stock Pledge Agreement, as long as no Event of Default shall have occurred and be continuing, nothing in this Agreement shall prohibit Pledgor from transferring all of the Stock to a corporation of which

Pledgor owns, beneficially and of record, capital stock representing at least 80% of the voting power and equity and which corporation owns and will continue to own, during the term of this Stock Pledge Agreement; 100% of the capital stock of the Issuer ("Holding Company"), provided that, at the time of such transfer, (i) certificates representing all of Pledgor's ownership of Holding Company are delivered to Lender, along with stock powers duly executed in blank and (ii) Pledgor executes and delivers to Lender an amendment to this Stock Pledge Agreement, in form and substance reasonably satisfactory to Lender (as evidenced solely by Lender's signature thereon) reflecting the change in the Collateral and all other changes necessary to provide Lender with a first priority security interest in all of the capital stock of the Holding Company owned beneficially or of record by Pledgor and protections with respect to both the Issuer and the Holding Company consistent with those now contained in this Stock Pledge Agreement with respect to the Issuer (including, without limitation, the provisions of this Section 8).

9. Settlor and Knox's Joint Pledge and Ratification. Settlor and Knox acknowledge and agree as follows:

(a) Her joinder in the Stock Pledge Agreement and her signatures below ratify and confirm the pledge described herein;

(b) Should the Settlor revoke or otherwise amend the Trust such that the Stock is no longer Trust property, or if the Stock is not Trust property for any other reason, Knox shall be deemed to be the "Pledgor" in accordance with the provisions of this Stock Pledge Agreement, and her execution hereof confirms all of the foregoing;

(e) Any interest in the Stock held by the Settlor previous to, contemporaneous with or subsequent to this Stock Pledge Agreement shall be deemed to be pledged to the Lender in accordance with this Stock Pledge Agreement.

10. Governing Law; Consent to Jurisdiction. This Stock Pledge Agreement is a contract made under, and shall be governed by and construed in accordance with, the laws of the State of Florida applicable to contracts made and to be performed entirely within such State and without giving effect to the choice of law principles of such State. Pledgor, Settlor and Knox agree that any legal action or proceeding with respect to this Stock Pledge Agreement or the transactions contemplated hereby, the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox shall be brought in the State or Federal Courts of Miami-Dade County, Florida and the Pledgor, Settlor and Knox each hereby unconditionally accepts and submits to the jurisdiction of those courts with respect to person and property, and irrevocably consents to the service of process in connection with any such action or proceeding by personal delivery or by the mailing thereof by registered or certified mail, postage prepaid to the Pledgor, Settlor and/or Knox at their respective addresses set forth on the signature page hereof. Nothing in this Section shall affect at the right of the Lender to serve process in any other manner permitted by law or limit the right of the Lender to bring any such action or proceeding against the Pledgor, Settlor or Knox or their respective property in the courts of any other jurisdiction. The Pledgor, Settlor and Knox hereby irrevocably waive any objection to the laying of venue of any such suit or proceeding in the above described courts. Unless otherwise defined herein, terms used in the Florida Uniform Commercial Code are used herein as therein.

defined on the date hereof. The headings of the various sections and subdivisions hereof are for convenience of reference only and shall in no way modify any of the terms or provisions hereof.

11. Notices. Except as may otherwise be provided herein, all notices, demands, requests, consents and other communications hereunder shall be sufficient if made in writing and delivered by messenger or deposited in the mail (certified or registered mail, or the equivalent thereof, postage prepaid) and addressed to the parties as set forth on the signature page hereto, or at such other address as such party may, by written notice received by the other parties hereto, hereto designated.

12. Acts Not Affecting Obligations. None of the following shall affect the obligations of the Pledgor, Settlor and/or Knox under this Stock Pledge Agreement, the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox with respect to any of the Collateral: (a) acceptance or retention by the Lender of other property or interests as security for the Obligations, or for the liability of any person for the Obligations; (b) the release of any or all of the Collateral or other security for any of the Obligations; (c) any release, extension, renewal, modification or compromise of any of the Obligations or the liability of any obligor thereon; (d) failure by the Lender to resort to other security or any person liable for any of the Obligations before resorting to the collateral; (e) any increase in the amount of the Obligations for any reason whatsoever; and (f) any exercise of, or failure to exercise, any remedy, or taking or failing to take any action with respect thereto.

13. Rights Not Constituted as Duties. The Lender neither assumes nor shall it have any duty of performance or other responsibility under any contracts in which the Lender has or obtains a security interest hereunder. If the Pledgor, Settlor or Knox fails to perform any

agreement contained herein, the Lender may, but is in no way obligated to itself perform, or cause performance of, such agreement, and the reasonable expenses of the Lender incurred in connection therewith shall be payable by the Pledgor under Section 15. The powers conferred on the Lender hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers.

14. Amendments. None of the terms and provisions of this Stock Pledge Agreement, the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox may be modified or amended in any way except by an instrument in writing executed by each of the parties hereto.

15. Severability. If any one or more provisions of this Stock Pledge Agreement, the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected, impaired or prejudiced thereby.

16. Expenses. The Pledgor and Knox will pay to the Lender any and all reasonable expenses, including the reasonable fees and disbursements of its counsel, which the Lender may incur in connection with (i) the administration of this Stock Pledge Agreement, (ii) the custody, preservation, use or operation of or the sale of, collection from or other realization upon, any of the collateral, or (iii) the exercise or enforcement of any of the rights of the Lender hereunder or under the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox.

17. Successors and Assigns; Termination. This Stock Pledge Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Pledgor, its successors and assigns (including Settlor and Knox), and inure, together with the rights and remedies of the Lender hereunder, to the benefit of the Lender and his successors, transferees and assigns. Upon the payment in full in immediately available funds of all of the Obligations and the termination of all commitments to lend under the Deed of Charge, or any other document evidencing any other extension of credit by the Lender to the Pledgor or Knox, the security interest granted hereunder shall terminate and all rights to the Collateral shall revert to the Pledgor. All agreements, representations and warranties made herein shall survive the execution of this Stock Pledge Agreement.

18. Construction. All parties herein acknowledge that they shared equal involvement in the drafting of this Agreement, and accordingly, any ambiguities herein shall therefore not be construed against any party to this Agreement.

19. Waiver of Jury Trial. THE LENDER, IN ACCEPTING THIS STOCK PLEDGE AGREEMENT, AND THE PLEDGOR, SETTLOR AND KNOX, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS STOCK PLEDGE AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS STOCK PLEDGE AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR

ACTIONS OF ANY OF THEM. NEITHER THE LENDER NOR THE PLEDGOR, SETTLOR OR KNOX SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE LENDER OR THE PLEDGOR OR THE SETTLOR AND/OR KNOX EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL OF THEM.

IN WITNESS WHEREOF, this Agreement has been executed by the Pledgor this 23rd day of February, 2010.

PLEDGOR:

**MARJORIE ILMA KNOX
REVOCABLE TRUST**

By: Kathleen I Davis
Kathleen Isabella Davis, Trustee

By: Marjorie Knox
Marjorie Ilma Knox, Settlor

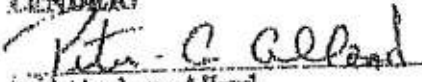
MARJORIE ILMA KNOX

Marjorie Knox
Marjorie Ilma Knox, Individually

(Additional Signature Next Page)

Agreed to and Accepted by:

X-ENDORSE:



Peter Andrew Allard
881 Hainsden Street
Victoria, BC V6Z 1B1

CONSENT AND ACKNOWLEDGMENT OF BENEFICIARIES

On this 23rd day of February, 2010, we, the undersigned MARIA JANE GODDARD, KATHLEEN ISABELLA DAVIS, and EUGENE ESTWICK JOHN KNOX, individually and as beneficiaries of the MAJORIE ILMA KNOX REVOCABLE TRUST (the "Trust"), do hereby acknowledge and consent to the following:

- 1) That the total indebtedness (the "indebtedness") owing to Peter Andrew Allard (the "Lender") pursuant to that certain Deed of Charge dated May 14, 2002, along with all subsequent renewals, extensions, and modifications thereof, is BDS \$33,690,267.52 (USD \$16,929,782.67), as of December 1, 2009;
- 2) That the Trust's pledge of 28,570 shares of Kingsland Estates Limited made pursuant to that certain Stock Pledge Agreement between the Lender and the Trust dated February 23rd, 2010 is ratified by us, and has been accomplished with our full agreement and consent.

Maria Jane Goddard
MARIA JANE GODDARD
Beneficiary

Kathleen I. Davis
KATHLEEN ISABELLA DAVIS
Beneficiary

Eugene Estwick John Knox
EUGENE ESTWICK JOHN KNOX
Beneficiary

EXHIBIT "F"

February 26, 2008

Broad and Cassell
Attorneys at Law
One Biscayne Tower, 21st Floor
2 South Biscayne Boulevard
Miami, Florida 33131-1811
USA

Attention: Mr. Mark F. Raymond, P.A.

Dear Sir,

Re: Ownership interest of Kathleen I. Davis, as Trustee of the Marjorie Ilma Knox Revocable Trust Agreement, in Kingsland Estates Limited

Your unaddressed letter to "PricewaterhouseCoopers" dated February 9, 2009 has been referred to me for reply. Please direct any future correspondence to my attention.

PricewaterhouseCoopers cannot disclose confidential client information to third parties without the consent of our client. We therefore would not disclose information to you, or to your client Ms. Kathleen I. Davis, without our client's consent. We therefore recommend that you direct your inquiry to Kingsland Estates Limited.

We also have no knowledge of the Marjorie Ilma Knox Revocable Trust Agreement or the assets, including the shares in Kingsland Estates Limited, which you say were transferred Ms. Davis. Accordingly, before PricewaterhouseCoopers would approach Kingsland, we would first need to obtain and review notarized copies of the documents referred to in your letter (and perhaps other documents) to obtain comfort as to your client's status as a shareholder of Kingsland Estates Limited. We would also need to satisfy ourselves as to your authority to seek the information.

Your letter also refers to various Florida statutes in support of your client's request for information. Although we have no knowledge of Florida law, we presume that the statutes to which you refer only deal with a Trustee's right to seek information in connection with the management of trust assets. We suggest again that your inquiries be directed to Kingsland Estates Limited.

PRICEWATERHOUSECOOPERS

Mr. Mark F. Raymond
Broad and Cassel
February 26, 2009
Page 2

In the event that your client does not accept our position, it is our view that the applicable law governing the audit engagement, and the disclosure of information, is the law of Barbados. Equally, it is our position that any action your client might take be initiated in Barbados.

Yours truly,



Philip St.E. Atkinson
Partner

COMPOSITE
EXHIBIT "G"



ONE BISCAYNE TOWER, 21ST FLOOR
2 SOUTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131-1811
TELEPHONE: 305.373.9400
FACSIMILE: 305.373.9443
www.broadandcassel.com

MARK F. RAYMOND, P.A.
MANAGING PARTNER
DIRECT LINE: 305.373.9425
DIRECT FACSIMILE: 305.995.6385
EMAIL: MRaymond@BroadandCassel.com

February 9, 2009

VIA CERTIFIED MAIL

Chairman
PriceWaterhouseCoopers LLP
300 Madison Avenue
24th Floor
New York, New York 10017

Re: Ownership interest of Kathleen I. Davis, as Trustee of the
Marjorie Ilma Knox Revocable Trust Agreement, in
Kingsland Estates Limited

Dear Sir:

We represent Kathleen I. Davis, as Trustee of the Marjorie Ilma Knox Revocable Trust Agreement, a trust agreement governed by the laws of the State of Florida. Among the assets conveyed to Ms. Davis, as Trustee, are shares in Kingsland Estates Limited (Barbados) ("KEL"). We write to you on behalf of the Trustee seeking information concerning these KEL trust assets.

We have been advised that your firm, including affiliated companies and your predecessor, Coopers and Lybrand, have been auditors and accountants for KEL since approximately 1982 and that your firm has prepared audited financial statements for KEL through June 30, 2007. Our client has questions concerning the audit of those financial statements and the previous audited statements, which we would like to address with you on her behalf. Access to this information and answers to her questions are necessary in order for our client to fulfill her fiduciary obligations.

Our client is, in authorizing the transmittal of this letter, exercising her rights pursuant to Florida law. More specifically pursuant to Section 736.0816, Florida Statutes, our client has a right to seek information concerning the status of the trust assets. She further has a fiduciary responsibility to manage the trust assets prudently, in accordance with Section 736.0810, Florida Statutes, and to account for the administration of trust assets to trust beneficiaries pursuant to Section 736.0813, Florida Statutes, and she is seeking to comply with these responsibilities through this letter.

Please contact the undersigned immediately in order to facilitate the delivery of information concerning the trust assets and audited statements issued by your firm. We require that such contact occur within the next fifteen (15) days. Failure to do so will be construed as a refusal by PriceWaterhouseCoopers to cooperate and my client will be forced to take action

PriceWaterhouseCoopers
 February 9, 2009
 Page 2

against PriceWaterhouseCoopers seeking enforcement of her rights, together with all other remedies associated with your failure to provide the necessary information.

We trust that such action will not be necessary and look forward to your prompt response.
 Thank you.

Sincerely,

BROAD AND CASSEL

Mark F. Raymond, P.A.
 Mark F. Raymond, P.A.

MFR:jsm

cc: Kathleen I. Davis, Trustee
 Michael A. Dribin, P.A.

MA11ESTATES402829.1
 42674/0001 MAD mad 2/9/2009

U.S. Postal Service CERTIFIED MAIL RECEIPT <small>(Domestic Mail Only; No Insurance Coverage)</small> <small>For delivery information visit our website at www.usps.com</small>		SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
OFFICIAL U		<input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> A <input type="checkbox"/> F	
		1. Article Addressed to: 219 Chairman PriceWaterhouseCoopers 300 MADISON AVE. LLP 24 th FLOOR New York, NY 10017		B. Received by (Printed Name) <input type="checkbox"/> A <input type="checkbox"/> F <i>[Signature]</i> C. Date of Delivery 2/18/09 D. Is delivery address different from item 1? <input type="checkbox"/> A If YES, enter delivery address below: <input type="checkbox"/> F	
Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$	2. Article Number (Transfer from service) 7008 1140 0002 6257 3194		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for IV <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
Sent to CHAIRMAN PriceWaterhouseCoopers LLC Street, Apt. No., or PO Box No. 300 MADISON AVE, 24 City, State, ZIP+4 NY NY 10017		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/>			

7008 1140 0002 6257 3194

BOCA RATON • DESTIN • FT. L.



ONE BISCAYNE TOWER, 21ST FLOOR
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MIAMI, FLORIDA 33131-1811
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FACSIMILE: 305.373.9443
www.broadandcassel.com

MARK F. RAYMOND, P.A.
MANAGING PARTNER
DIRECT LINE: 305.373.9425
DIRECT FACSIMILE: 305.995.6385
EMAIL: MRaymond@BroadandCassel.com

February 9, 2009

PriceWaterhouseCoopers
The Financial Services Centre
Bishop's Court Hill
P.O. Box 111
St. Michael BB14004
Barbados, W.I.

Re: Ownership interest of Kathleen I. Davis, as Trustee of the
Marjorie Ilma Knox Revocable Trust Agreement, in
Kingsland Estates Limited

Gentlemen:

We represent Kathleen I. Davis, as Trustee of the Marjorie Ilma Knox Revocable Trust Agreement, a trust agreement governed by the laws of the State of Florida. Among the assets conveyed to Ms. Davis, as Trustee, are shares in Kingsland Estates Limited ("KEL"). We write to you on behalf of the Trustee seeking information concerning these KEL trust assets.

We have been advised that your firm, including affiliated companies and your predecessor, Coopers and Lybrand, have been auditors and accountants for KEL since approximately 1982 and that your firm has prepared audited financial statements for KEL through June 30, 2007. Our client has questions concerning the audit of those financial statements and the previous audited statements, which we would like to address with you on her behalf. Access to this information and answers to her questions are necessary in order for our client to fulfill her fiduciary obligations.

Our client is, in authorizing the transmittal of this letter, exercising her rights pursuant to Florida law. More specifically pursuant to Section 736.0816, Florida Statutes, our client has a right to seek information concerning the status of the trust assets. She further has a fiduciary responsibility to manage the trust assets prudently, in accordance with Section 736.0810, Florida Statutes, and to account for the administration of trust assets to trust beneficiaries pursuant to Section 736.0813, Florida Statutes, and she is seeking to comply with these responsibilities through this letter.

Please contact the undersigned immediately in order to facilitate the delivery of information concerning the trust assets and audited statements issued by your firm. We require that such contact occur within the next fifteen (15) days. Failure to do so will be construed as a refusal by PriceWaterhouseCoopers to cooperate and our client will be forced to take action

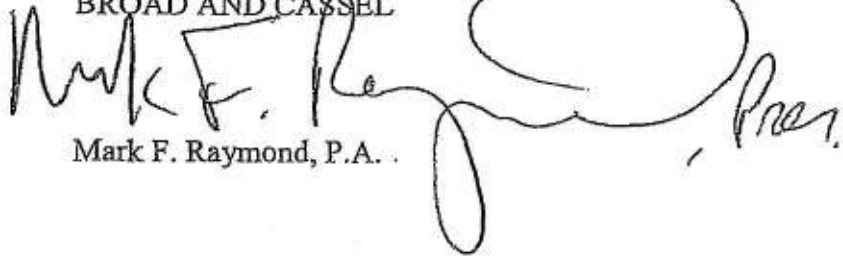
PriceWaterhouseCoopers
February 9, 2009
Page 2

against PriceWaterhouseCoopers seeking enforcement of her rights, together with all other remedies associated with your failure to provide the necessary information.

We trust that such action will not be necessary and look forward to your prompt response.
Thank you.

Sincerely,

BROAD AND CASSEL

A handwritten signature in black ink, appearing to read "Mark F. Raymond, P.A.", with a large, stylized flourish at the end.

Mark F. Raymond, P.A.

MFR:jsm

cc: Kathleen I. Davis, Trustee
Michael A. Dribin, P.A.



4267
ONE BISCAYNE TOWER, 21ST FLOOR
2 SOUTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131-1811
TELEPHONE: 305.373.9400
FACSIMILE: 305.373.9443
www.broadandcassel.com

MICHAEL A. DRIBIN, P.A.
DIRECT LINE: (305) 373-9422
DIRECT FACSIMILE: (305) 995-6390
EMAIL: mdribin@broadandcassel.com

March 12, 2009

Philip St.E. Atkinson
PricewaterhouseCoopers
The Financial Services Centre
Bishop's Court Hill
Post Office Box 111
St. Michael BB14004
Barbados, West Indies

Re: Ownership interest of Kathleen I. Davis, as Trustee of the
Marjorie Ilma Knox Revocable Trust Agreement
Our File No. 42674-0001

Dear Mr. Atkinson:

I am enclosing a copy of a letter dated March 3, 2009 that was sent to you by my partner, Mark F. Raymond. I am enclosing herein the original, notarized Certification of Trust which was referred to in Mr. Raymond's letter.

Sincerely,

Michael A. Dribin, P.A.

MAD:jsm

Enclosure

cc: Kathleen I. Davis, Trustee

CERTIFICATION OF TRUST

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared, KATHLEEN I. DAVIS, as Trustee of the Marjorie Ilma Knox Revocable Trust Agreement, who, being first duly sworn, executes this Certification of Trust in accordance with Florida Statute §736.1017, and states the following:

1. The Marjorie Ilma Knox Revocable Trust Agreement dated March 5, 2007 (the "Trust") is in existence.

2. The Settlor of the Trust is Marjorie Ilma Knox.

3. The identity and address of the currently acting Trustee are:

Kathleen I. Davis
c/o Broad and Cassel
One Biscayne Tower – 21st Floor
2 South Biscayne Boulevard
Miami, Florida 33131

4. The front page of the Trust and the signature pages are attached as Exhibit "A".

5. Those pages of the Trust reflecting the powers of the Trustee are attached as Exhibit "B".

6. The Trust is revocable and may be revoked by Marjorie Ilma Knox.

7. The Trustee has not been revoked, modified or amended in any manner that would cause the representation contained in the Certification of Trust to be incorrect.

8. The assets of the Trust consist of those interests in Kingsland Estates Limited, which are reflected in the attached Exhibit "C".

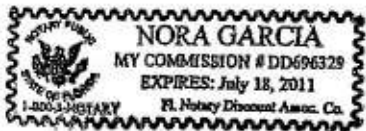
FURTHER AFFIANT SAYETH NAUGHT.

Kathleen I. Davis
Kathleen I. Davis

SWORN TO and subscribed before me by KATHLEEN I. DAVIS, as Trustee of the Marjorie Ilma Knox Revocable Trust Agreement, who is personally known to me or who provided _____ as identification, on this 9 day of March, 2009.

Nora Garcia
Signature of Notary Public
Print Name: Nora Garcia
State of Florida

My Commission Expires:




BROAD AND CASSEL
ATTORNEYS AT LAW

ONE BISCAYNE TOWER, 21ST FLOOR
2 SOUTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131-1811
TELEPHONE: 305.373.9400
FACSIMILE: 305.373.9443
www.broadandcassel.com

MARK F. RAYMOND, P.A.
MANAGING PARTNER
DIRECT LINE: 305.373.9425
DIRECT FACSIMILE: 305.995.6385
EMAIL: MRaymond@BroadandCassel.com

March 3, 2009

VIA EMAIL

Philip St.E. Atkinson
PricewaterhouseCoopers
The Financial Services Centre
Bishop's Court Hill
Post Office Box 111
St. Michael BB14004
Barbados, West Indies

Re: Ownership interest of Kathleen I. Davis, as Trustee of the
Marjorie Ilma Knox Revocable Trust Agreement
Our File No. 42674-0001

Dear Mr. Atkinson:


This letter responds to your letter of February 26, 2009.

You state in your letter that you "have no knowledge of the Marjorie Ilma Knox Revocable Trust Agreement or the assets, including the shares in Kingsland Estates Limited. . .". For reasons of confidentiality, we are not enclosing a complete copy of the Trust Agreement, but we are enclosing a Certification of Trust ("Certification"), prepared and executed in accordance with Florida law, which provides you with the assurances you requested in your letter. You will also note that among the documents attached to the Certification are copies of those portions of the Trust Agreement which recite the powers and authorities of Ms. Davis, as Trustee. I am also enclosing copies, as part of the Certification, of the front page and signature pages of the trust document. This document is governed by Florida law and, pursuant to Florida law, you may rely on the contents of the Certification as being accurate.

Your suggestion that our client seek information from Kingsland Estates Limited is useless and evasive. Your firm has performed audit reviews of the actions of Kingsland Estates Limited and our client, as a shareholder, is entitled to information which was prepared in support of those reviews.

We expect that, upon your receipt and review of the information contained in this letter, you will modify your position and pursue a more cooperative approach. We look forward to hearing from you. Failing your providing us with the requested information, our client will be forced to seek all legal remedies available to her.

Sincerely,


Mark F. Raymond, P.A.

MFR:jsm

Enclosures

cc: Kathleen I. Davis, Trustee (w/encls.)

BOCA RATON • DESTIN • FT. LAUDERDALE • MIAMI • ORLANDO • TALLAHASSEE • TAMPA • WEST PALM BEACH

CERTIFICATION OF TRUST

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared, KATHLEEN I. DAVIS, as Trustee of the Marjorie Ilma Knox Revocable Trust Agreement, who, being first duly sworn, executes this Certification of Trust in accordance with Florida Statute §736.1017, and states the following:

1. The Marjorie Ilma Knox Revocable Trust Agreement dated March 5, 2007 (the "Trust") is in existence.
2. The Settlor of the Trust is Marjorie Ilma Knox.
3. The identity and address of the currently acting Trustee are:

Kathleen I. Davis
c/o Broad and Cassel
One Biscayne Tower -- 21st Floor
2 South Biscayne Boulevard
Miami, Florida 33131
4. The front page of the Trust and the signature pages are attached as Exhibit "A".
5. Those pages of the Trust reflecting the powers of the Trustee are attached as Exhibit "B".
6. The Trust is revocable and may be revoked by Marjorie Ilma Knox.
7. The Trustee has not been revoked, modified or amended in any manner that would cause the representation contained in the Certification of Trust to be incorrect.

8. The assets of the Trust consist of those interests in Kingsland Estates Limited, which are reflected in the attached Exhibit "C".

FURTHER AFFLIANT SAYETH NAUGHT.

Kathleen I. Davis

SWORN TO and subscribed before me by KATHLEEN I. DAVIS, as Trustee of the Marjorie Ilma Knox Revocable Trust Agreement, who is personally known to me or who provided _____ as identification, on this _____ day of _____, 2009.

Signature of Notary Public
Print Name: _____
State of Florida

My Commission Expires:

MARJORIE ILMA KNOX REVOCABLE TRUST AGREEMENT

I, MARJORIE ILMA KNOX, as Settlor, hereby create a revocable trust (the "Trust"), and transfer to KATHLEEN ISABELLA DAVIS, as Trustee, the property described in the attached Schedule "A." The Trustee shall hold such property and all investments and reinvestments thereof and additions thereto, in trust, as hereinafter provided. This Agreement shall govern the disposition of my worldwide assets, regardless of the location or situs of such assets. This Agreement shall be referred to as the "MARJORIE ILMA KNOX REVOCABLE TRUST."

This Agreement shall revoke, rescind and cancel all prior Agreements and/or other transactions concerning the ownership and disposition of my interests in Kingsland Estates Limited including, but not limited to, that certain document that names MARIA JANE GODDARD and EUGENE ESTWICK JOHN KNOX as holders of the beneficial interest in my shares of Kingsland Estates Limited. All of my interests in Kingsland Estates Limited shall be owned by the Trustee under this Agreement, and they shall be administered pursuant to the provisions of this Agreement.

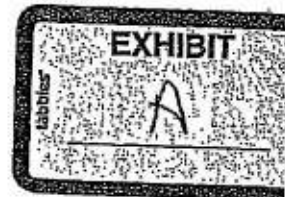
ARTICLE I
FAMILY

My immediate family consists only of my children, MARIA JANE GODDARD, KATHLEEN ISABELLA DAVIS and EUGENE ESTWICK JOHN KNOX, who are sometimes referred to herein individually as a "child" or collectively as my "children."

ARTICLE II
PROVISIONS DURING SETTLOR'S LIFETIME

The following provisions of this Article shall apply during my lifetime:

A. Distributions to Settlor. The Trustee shall pay so much or all of the income and principal of the trust to me or otherwise as I direct, adding to principal any income not distributed.



IN WITNESS WHEREOF, MARJORIE ILMA KNOX, as Settlor, has executed the Marjorie Ilma Knox Revocable Trust Agreement this 5 day of March, 2007.

Marjorie Knox
MARJORIE ILMA KNOX, Settlor

The foregoing was signed by MARJORIE ILMA KNOX, the Settlor, in our presence, and we at the request of the Settlor and in the presence of the Settlor, and in the presence of each other, hereunto subscribe our names as witnesses on the date last above mentioned.

Rose Parish-Ramon residing at 14827 SW 150 Ter

Print Name: Rose Parish-Ramon Miami, FL 33185

Judy Marks residing at 11122-1 SW 132 St

Print Name: Judy Marks Miami, FL 33186

STATE OF FLORIDA)
)SS.:
COUNTY OF MIAMI-DADE)

I, MARJORIE ILMA KNOX, declare to the officer taking my acknowledgment of this Agreement, and to the subscribing witnesses, that I signed this Agreement as my Revocable Trust Agreement.

Marjorie Knox
MARJORIE ILMA KNOX, Settlor

We, Rose Parish-Ramon and Judy Marks have been sworn by the officer signing below, and declare to that officer on our oaths that MARJORIE ILMA KNOX, the Settlor, declared the instrument to be her Revocable Trust Agreement and signed it in our presence and that we each signed the instrument as a witness in the presence of the Settlor and in the presence of each other.

Rose Parish-Ramon
Witness

Judy Marks
Witness

Acknowledged and subscribed and sworn to before me by the Settlor, MARJORIE ILMA KNOX, who is personally known to me or who has produced GAMBAROS N. L. as identification, and sworn to and subscribed before me by the witnesses, Rose Parish-Ramon, who is personally known to me or who has produced _____ as identification, and by Judy Marks, who is personally known to me or who has produced _____ as identification, and subscribed by me in the presence of the Settlor and subscribing witnesses, all on this 15 day of March, 2007.

Michael A. Drubin
Signature of Notary Public
Print Name: MICHAEL A. DRUBIN
State of Florida

My Commission Expires: 11.04.08



IN WITNESS WHEREOF, KATHLEEN ISABELLA DAVIS as appointed Trustee of the Marjorie Ilma Knox Revocable Trust Agreement, hereby accepts the appointment as Trustee and has executed the Marjorie Ilma Knox Revocable Trust Agreement as of the date first above written.

Witness:

Rose Parisk-Parron

Print Name: Rose Parisk-Parron

Judy Marks

Print Name: Judy Marks

Kathleen I. Davis
KATHLEEN ISABELLA DAVIS, Trustee

Minors Act of Florida or similar statute of any other state; or (v) by reimbursing the person who is actually taking care of such beneficiary (even though such person is not a legal guardian) for the expenditures made by such person for the benefit of such beneficiary. The written receipts of the persons receiving such distributions under this Article shall be full and complete acquittances to the Trustee, and the Trustee shall have no obligation to look to the proper application or use of any payments so made. The persons receiving such distributions shall not be required to post any bond or other security.

D. Perpetuities Savings. Notwithstanding any provision of this Agreement to the contrary, no trust herein created shall continue beyond that period of time which would result in a violation of the laws of the State of Florida pertaining to the administration of trusts in perpetuity. Upon the expiration of the maximum period which would not result in such violation, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright to those persons who are then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

E. Spendthrift. Except as to a qualified disclaimer, no beneficiary of any interest under this Agreement shall have any right or power to anticipate, pledge, sell, transfer, alienate, assign or encumber such interest in any way. Such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary, and payment shall be made directly to or for the use of such beneficiary of all income or principal to which such beneficiary is entitled.

F. Powers. The Trustee of a trust created herein may have duties and responsibilities in addition to those described in this Agreement. If the Trustee has any questions, the Trustee



should obtain legal advice. Except to the extent specifically provided elsewhere in this Agreement, I grant to the Trustee, with respect to any and all property, whether real or personal, which shall at any time constitute a part of any trust created hereunder, the following powers, in addition to the powers which now are or may hereafter be conferred by law:

1. Retention and Investment. To retain or dispose of any property (including stock of any corporate trustee hereunder or a parent or affiliate company) originally constituting the trust or subsequently added thereto, and to invest and reinvest the trust property in bonds, stocks, mortgages, notes, bank deposits, options, futures, limited partnership interests, shares of registered investment companies and real estate investment trusts, or other property of any kind, real or personal, domestic or foreign, including purchases on margin; without liability, even though such investment is not of a type, quality, marketability or diversification considered proper for trust investments.
2. Disposition of Assets. To sell, grant options on, exchange, partition or otherwise dispose of any property, real or personal, at public or private sale, for such purposes, at such prices, and upon such terms, including sales on credit, with or without security, and in such manner, as the Trustee may determine.
3. Borrowing. To borrow money from any lender (including a Trustee hereunder individually), extend or renew any existing indebtedness, and mortgage or pledge any property in the trust.
4. Loans. To loan money to any beneficiary or any firm, corporation or business with which any beneficiary is associated.
5. Obligations. To renew, modify, or extend the time of payment or the terms of any obligation, secured or unsecured, payable to or by any trust created hereunder, in such manner, for such period or periods of time, and on such terms and conditions, as the Trustee may determine.
6. Leasing. To lease property for such term or terms, and upon such conditions and rentals, and in such manner, as the Trustee may deem advisable, irrespective of whether the term of any such lease shall exceed the period of any trust created hereunder, and to renew or modify any such leases.
7. Business. To continue any business in which I may be interested at the time of my death (the "business") as a shareholder, partner, co-venturer, proprietor, or otherwise, even though it may constitute all or a large portion of the trust estate; to discontinue, liquidate or sell the same or my interest therein upon such terms and conditions as the Trustee may deem advisable; to comply with any applicable agreement or agreements regarding the business to which I may be a party; and the Trustee shall incur no liability for any loss to the trust arising from its actions taken in good faith pursuant to this paragraph.

8. Compromise. To compromise, contest, adjust, settle, or submit to arbitration, any claims in favor of or against any trust created hereunder.

9. Advisors. To employ attorneys, accountants, investment counsel, brokers, custodians, and other agents or employees, and to compensate them for their services and to delegate investment functions.

10. Execution of Documents. To execute and deliver any agreements in writing which the Trustee may deem advisable. No party to any such agreement signed by the Trustee shall be obliged to inquire into its validity or be bound to see to the application of any money or other property paid or delivered to the Trustee pursuant to the terms of any such agreement.

11. Distributions. To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment need be made to compensate for a disproportionate allocation of unrealized gain for Federal income tax purposes, and to value the trust property and to sell any part or all thereof in order to make allocation or distribution, and to allocate any receipts or disbursements between principal and income; provided, however, in exercising the foregoing judgment, the Trustee shall act in fair and impartial manner with respect to all beneficiaries such that the exercise of the judgment of the Trustee in the selection and valuation of assets to be divided, distributed or allocated shall not jeopardize the intended estate tax results of such gifts, including any otherwise available charitable deduction.

12. Real Property. To possess, manage, insure against loss by fire or other casualties, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage thereon; to execute the necessary agreements and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water rents, assessments, repairs, maintenance and upkeep of the same; to permit it to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration.

13. Other Fiduciaries. To deal with, purchase assets from, or make loans to, the fiduciary of my estate or any other estate or trust in which any beneficiary under this Agreement has an interest, though a Trustee hereunder is the fiduciary, and to retain any assets or loans so acquired; to deal with a corporate trustee hereunder individually or a parent or affiliate company.

14. Retirement Proceeds. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the manner of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election.

15. Powers of Appointment. To determine that the holder of a power of appointment by will to which distribution of trust assets is subject left no will and to make distribution as if the power is not exercised if the Trustee does not receive notice within three

months after the death of the holder of the power of the exercise of the power, and such determination shall relieve the Trustee from all liability for the distribution.

16. Tax Elections. To make such elections under the tax laws (including allocation of my available generation-skipping transfer tax exemption, allocating basis adjustments among assets in my estate and this trust and electing to treat any subtrust created herein as an Electing Small Business Trust as defined in the Code) as the Trustee 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 effect of elections under the tax laws made by the Trustee.

17. Situs of Trusts. To change the situs of any trust created hereunder by a writing signed by the Trustee; provided, however, the situs of any trust created hereunder shall be either the United States or Canada at all times.

18. Consolidation of Trusts. To consolidate and merge for all purposes a trust created hereunder with any other trust created by me or any other person at any time if the Trustee determines such other trust contains substantially the same terms as this trust for the same beneficiary or beneficiaries, and thereafter may administer such consolidated and merged trusts as one; but if such consolidation and merger does not appear desirable or feasible, the Trustee may consolidate the assets of such trusts for purposes of investment and administration while retaining separate records and accounts for the separate trusts.

19. Combined Fund. To hold, for convenience of administration or investment, two or more of several trusts (if more than one is created hereunder) as a common fund, dividing the income proportionately among them, assign undivided interests to the several trusts, and make joint investments of the funds belonging to them.

20. Life Insurance. To take such action in collecting the proceeds of any life insurance payable to the Trustee (after deducting all charges by way of advances, loans or otherwise) as the Trustee deems advisable, paying the expense thereof from the trust property, but the Trustee need not enter into litigation to enforce payment on a policy until indemnified to its satisfaction against all expenses and liabilities that might result therefrom; the insurance company shall not take notice of the provisions of this Agreement or see to the application of the proceeds, and the Trustee's receipt to the insurance company shall be a complete release for any payment made.

21. Special Trustee. If the appointment of a trustee is necessary or desirable in any jurisdiction in which no Trustee herein named is able and willing to act, the Trustee shall designate in writing an individual or corporation who, upon such designation, shall act as special Trustee in such jurisdiction. Any individual or corporation so acting as special Trustee may resign at any time by written notice to the principal Trustee. Each special Trustee shall serve without bond, and shall have the powers granted to the Trustee by this Agreement.

22. Environmental Issues. To inspect and monitor businesses and real property (whether held directly or through a partnership, a corporation, trust or other entity) for environmental conditions or possible violations of environmental laws; to remediate

environmentally-damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property which may have environmental damage; to expend trust or estate property to do the foregoing, and no action or failure to act by the Trustee pursuant to this paragraph shall be subject to question by any beneficiary.

23. Disclaimers. To disclaim (whether or not such disclaimer is a qualified disclaimer under the Code) or release any fiduciary powers given hereunder or under applicable law or any property or interest in property which would otherwise pass to any trust created hereunder.

24. Severance of Trusts. To hold property otherwise directed to be added to or consolidated with the property of any trust held hereunder as a separate trust having terms identical to the terms of the existing trust; to sever any trust on a fractional basis into two or more separate trusts for any reason; to segregate by allocation to a separate account or trust a specific amount out of, a portion of, or specific assets included in, the property of any trust held hereunder to reflect a partial disclaimer or for any tax or other reason in a manner consistent with any applicable rules or regulations. After a trust is severed, the rights of the trust beneficiaries shall be determined as if the trusts were aggregated, but the Trustee may pay principal to the trust beneficiaries and taxing authorities disproportionately from the severed trusts. The Trustee may later combine any previously severed trusts. The Trustee shall not be liable for deciding in its discretion to exercise or not exercise any powers granted under this paragraph.

25. Other Powers. To perform other acts necessary or appropriate for the proper administration of any trust created hereunder.

G. Survivorship.

1. Survivorship. For all purposes of this Agreement, no beneficiary shall be regarded as surviving me, if such person does not survive me by 30 days.

2. Predeceased Ancestor Provision. Notwithstanding any of the foregoing provisions of this Agreement, if I or any beneficiary under this Agreement (the "transferor") is considered a "transferor" for purposes of the generation-skipping transfer tax, and a lineal descendant (the "descendant") of the transferor (or of the transferor's spouse or former spouse, if any) survives the transferor but dies no later than 90 days after the death of the transferor, for all purposes of this Agreement the descendant shall be treated as having predeceased the transferor.

H. S Corporation Trusts. Notwithstanding any provision contained in this Agreement to the contrary, if, after my death, any stock of a corporation which is an S corporation within the meaning of Section 1361(a) of the Code is allocated to a trust created hereunder, including but not limited to any stock of a corporation which elects, under Section

1362(a) of the Code to be treated as an S corporation, then, notwithstanding any provision in this Agreement to the contrary, the stock of each S corporation (herein referred to as "S Corporation Stock") may be segregated by the Trustee, in the Trustee's sole and absolute discretion, and held in a separate trust or as a separate share created as a separate trust and the Trustee may either: (a) elect in accordance with Section 1361(e)(3) of the Code to qualify any trust or any portion thereof as an Electing Small Business Trust within the meaning of Section 1361(e)(1); (b) elect to qualify any trust as any other form of eligible stockholder of an S corporation under similar future legislation; or (c) request that the Current Income Beneficiary (hereinafter defined) of each separate trust, with the assistance of the Trustee, make an election in accordance with Section 1361(d)(2) of the Code to qualify that trust as a Qualified Subchapter S Trust within the meaning of Section 1361(d)(3) of the Code (herein referred to as a "Qualified Subchapter S Trust"). The decision to elect treatment as an Electing Small Business Trust or as a Qualified Subchapter S Trust or any other form of eligible Subchapter S stockholder shall be in the sole discretion of the Trustee, and the Trustee is hereby authorized to take any actions necessary to effect such elections.

1. Qualified Subchapter S Trust. Each separate Qualified Subchapter S Trust (or separate share) shall have the same name as the trust to which the stock was originally allocated, plus the name of the Current Income Beneficiary thereof, followed by the name of the S Corporation whose stock is held in trust, and the words "Trust S" (herein referred to as a "Trust S"). Each Trust S shall be administered in accordance with the same provisions contained in the trust to which the stock was originally allocated; provided, however, that the provisions of this Section shall control the administration of each Trust S created to the extent inconsistent with the provision of the original trust.

(a) Current Income Beneficiary. A Trust S shall have only one Current Income Beneficiary. The Current Income Beneficiary of a Trust S is the person who has a present right to receive income distributions from the trust to which the S Corporation Stock was originally allocated. If more than one person has a present right to receive income distributions from the trust to which the S Corporation Stock was originally allocated, the Current Income Beneficiary shall be determined by the Trustee. If the Trustee, in the Trustee's sole, unlimited and absolute discretion, determines there is more than one person who has a present right to receive income distributions from the trust, the Trustee may cause the S

Corporation Stock to be segregated into more than one Trust S, each with a different Current Income Beneficiary.

(b) Distributions. The Trustee shall distribute all of the income (as that term is defined in Section 643(b) of the Code) to the Current Income Beneficiary of that trust at least annually. If a Trust S ceases to hold S Corporation Stock, then in the discretion of the Trustee, distributions of income shall be governed by the terms of the trust from which the S Corporation Stock was originally severed, except that income may only be distributed to the Current Income Beneficiary of each Trust S.

Distributions of principal shall be governed by the terms of the trust to which the S Corporation Stock was originally allocated except that principal may only be distributed to the Current Income Beneficiary of each Trust S by the Trustee.

(c) Termination of a Trust S. If any Trust S is terminated during the lifetime of the Current Income Beneficiary, all of the principal and undistributed income of that Trust S shall be distributed to the Current Income Beneficiary.

If not earlier terminated by distribution of the entire trust estate under the foregoing paragraph, each Trust S shall terminate on the death of the Current Income Beneficiary, at which time the Trustee shall administer or distribute any property in that Trust S in accordance with the provisions that would have been applicable to the administration of those assets if that Trust S had never been created. If, upon application of those provisions, S Corporation Stock would remain in a trust created hereunder, the Trustee, in the Trustee's sole, unlimited and absolute discretion, may segregate said stock in a separate trust or separate share for purposes of Section 1361(d)(3) of the Code, and I request that the Current Income Beneficiary of that trust make an election, with the assistance of the Trustee, to qualify the trust as a Qualified Subchapter S Trust in accordance with Section 1361(d)(2) of the Code. The stock of each S Corporation shall be held in a separate trust to be administered in accordance with this Section. If the Trustee, in the Trustee's sole, unlimited and absolute discretion, determines there is more than one income beneficiary, the Trustee may cause the S Corporation Stock to be segregated into more than one Trust S, each with a different Current Income Beneficiary.

2. Construction of Trust Terms. No trust created or administered under this Section shall be administered in such a manner as to cause the termination of the S Corporation status of any corporation whose stock is held as a part of such trust. Accordingly, to the extent the terms of this Agreement are inconsistent with any trust created or administered hereunder qualifying as an Electing Small Business Trust, a Qualified Subchapter S Trust, or any other form of eligible Subchapter S stockholder, it is my intent that the terms of the trust be construed and administered in a manner that is consistent with qualifying the trust as an Electing Small Business Trust, a Qualified Subchapter S Trust or any other form of eligible Subchapter S stockholder, during any period that the trust holds S Corporation Stock, and any provision incapable of being so construed or applied shall be disregarded.

3. Methods of Distribution. No method of distribution permitted herein may be utilized in a manner that would jeopardize the qualification of a trust as an Electing Small

Business Trust, a Qualified Subchapter S Trust or any other form of eligible Subchapter S stockholder.

4. Elections. Any reference in this Agreement to any person, acting in an individual or fiduciary capacity, making an election for him or herself or for or on behalf of any person, shall include, but not be limited to, an election made in accordance with Section 1361(e)(3), Section 1361(d)(2) or any other applicable subsection of Section 1361 of the Code.

5. Apportionment of Receipts and Expenses. The Trustee hereunder shall characterize receipts and expenses of any Trust S in a manner consistent with qualifying that trust as a Qualified Subchapter S Trust.

6. Trust Consolidation. The Trustee may not consolidate any Trust S with another if doing so would jeopardize the qualification of one or both of the trusts as Qualified Subchapter S Trusts.

7. Disposition of S Corporation Stock. If the continuation of any trust or Trust S created under this Section would, in the opinion of the Trustee's legal counsel, result in the termination of the S Corporation status of any corporation whose stock is held as a part of the trust estate, the Trustee, in the Trustee's sole discretion, shall have, in addition to the power to sell or otherwise dispose of such stock, the power to distribute the stock of such S Corporation to the person then entitled to receive the income therefrom.

I. Governing Law. The law of the State of Florida shall govern the validity and interpretation of the provisions of this Agreement.

J. General References. Whenever and wherever the context of this Agreement so requires, any references to the singular shall be read, construed and interpreted to mean the plural and vice-versa; any references to the masculine gender shall be read, construed and interpreted to mean the feminine gender and vice-versa; and any references to the neuter gender shall be read, construed and interpreted to mean the masculine or feminine gender, whichever is applicable.

K. Construction of Captions. The captions of this Agreement are provided for convenience and reference only and in no way are intended to define, describe, extend or limit the scope of this Agreement or my intent with respect to any provision hereof.

MARJORIE ILMA KNOX REVOCABLE TRUST AGREEMENT

SCHEDULE A

Cash in the amount of \$1000.00

Shares in Kingsland Estates Limited*

Rights to interests in various estates of family members

Funds held in various court proceedings

(*Subject to BD\$24,000,000 charge in favour of Peter Allard)





ONE BISCAYNE TOWER, 21ST FLOOR
2 SOUTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131-1811
TELEPHONE: 305.373.9400
FACSIMILE: 305.373.9443
www.broadandcassel.com

MARK F. RAYMOND, P.A.
MANAGING PARTNER
DIRECT LINE: 305.373.9425
DIRECT FACSIMILE: 305.995.6385
EMAIL: MRaymond@BroadandCassel.com

March 27, 2009

Via Federal Express

Eric Ashby Bentham Deane, Secretary
Kingsland Estates Limited
Egerton House,
St. George,
Barbados BB 19

Re: Ownership interest of Kathleen I. Davis, as Trustee
of the Marjorie Ilma Knox Revocable Trust Agreement,
in Kingsland Estates Limited
Our File No. 42674-0001

Dear Mr. Deane:

We represent Kathleen I. Davis, as Trustee of the Marjorie Ilma Knox Revocable Trust Agreement. As you know, our client owns shares in Kingsland Estates Limited. In accordance with Florida law, we are enclosing a Certification of Trust, which confirms that the Trust is currently in existence and that Ms. Davis is the currently-serving Trustee.

On February 9, 2009, I wrote to Philip St.E. Atkinson, at PriceWaterhouseCoopers, in St. Michael. A copy of that letter is enclosed for your convenience. In that letter, the undersigned requested that PriceWaterhouseCoopers, as the auditor of Kingsland Estates Limited, allow our client to ask questions about the audits of Kingsland Estates Limited which PriceWaterhouseCoopers had conducted.

Mr. St.E. Atkinson responded by letter dated February 26, 2009. A copy of that letter is also enclosed. In the second paragraph of that letter I was advised that it would be necessary to secure authorization from Kingsland Estates Limited for PriceWaterhouseCoopers to communicate to us the information which was requested in our February 9, 2009 letter.

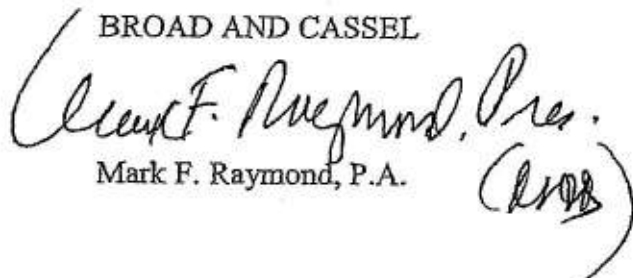
Eric Ashby Bentham Dean
Kingsland Estates Limited
March 27, 2009
Page 2

The information we are seeking on behalf of our client is reasonable and appropriate. Accordingly, please immediately notify PriceWaterhouseCoopers of its authority to respond to the questions raised in my February 9, 2009 letter.

Thank you very much for your anticipated prompt cooperation.

Sincerely,

BROAD AND CASSEL


Mark F. Raymond, P.A. (MFR)

MFR:jsm
Enclosures

cc: Kathleen I. Davis, Trustee
Philip St.E. Atkinson, Partner, PriceWaterHouseCoopers
Richard Cox, Director, Kingsland Estates Limited

CERTIFICATION OF TRUST

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared, KATHLEEN I. DAVIS, as Trustee of the Marjorie Ilma Knox Revocable Trust Agreement, who, being first duly sworn, executes this Certification of Trust in accordance with Florida Statute §736.1017, and states the following:

1. The Marjorie Ilma Knox Revocable Trust Agreement dated March 5, 2007 (the "Trust") is in existence.
2. The Settlor of the Trust is Marjorie Ilma Knox.
3. The identity and address of the currently acting Trustee are:

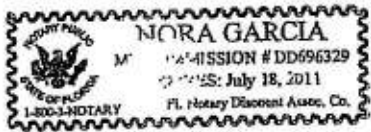
Kathleen I. Davis
c/o Broad and Cassel
One Biscayne Tower – 21st Floor
2 South Biscayne Boulevard
Miami, Florida 33131
4. The front page of the Trust and the signature pages are attached as Exhibit "A".
5. Those pages of the Trust reflecting the powers of the Trustee are attached as Exhibit "B".
6. The Trust is revocable and may be revoked by Marjorie Ilma Knox.
7. The Trustee has not been revoked, modified or amended in any manner that would cause the representation contained in the Certification of Trust to be incorrect.

8. The assets of the Trust consist of those interests in Kingsland Estates Limited, which are reflected in the attached Exhibit "C".

FURTHER AFFIANT SAYETH NAUGHT.

Kathleen I. Davis
Kathleen I. Davis

SWORN TO and subscribed before me by KATHLEEN I. DAVIS, as Trustee of the Marjorie Ilma Knox Revocable Trust Agreement, who is personally known to me or who provided _____ as identification, on this 18 day of March, 2009.



Nora Garcia
Signature of Notary Public
Print Name: Nora Garcia
State of Florida

My Commission Expires:

MARJORIE ILMA KNOX REVOCABLE TRUST AGREEMENT

I, MARJORIE ILMA KNOX, as Settlor, hereby create a revocable trust (the "Trust"), and transfer to KATHLEEN ISABELLA DAVIS, as Trustee, the property described in the attached Schedule "A." The Trustee shall hold such property and all investments and reinvestments thereof and additions thereto, in trust, as hereinafter provided. This Agreement shall govern the disposition of my worldwide assets, regardless of the location or situs of such assets. This Agreement shall be referred to as the "MARJORIE ILMA KNOX REVOCABLE TRUST."

This Agreement shall revoke, rescind and cancel all prior Agreements and/or other transactions concerning the ownership and disposition of my interests in Kingsland Estates Limited including, but not limited to, that certain document that names MARIA JANE GODDARD and EUGENE ESTWICK JOHN KNOX as holders of the beneficial interest in my shares of Kingsland Estates Limited. All of my interests in Kingsland Estates Limited shall be owned by the Trustee under this Agreement, and they shall be administered pursuant to the provisions of this Agreement.

ARTICLE I
FAMILY

My immediate family consists only of my children, MARIA JANE GODDARD, KATHLEEN ISABELLA DAVIS and EUGENE ESTWICK JOHN KNOX, who are sometimes referred to herein individually as a "child" or collectively as my "children."

ARTICLE II
PROVISIONS DURING SETTLOR'S LIFETIME

The following provisions of this Article shall apply during my lifetime:

A. Distributions to Settlor. The Trustee shall pay so much or all of the income and principal of the trust to me or otherwise as I direct, adding to principal any income not distributed.



IN WITNESS WHEREOF, MARJORIE ILMA KNOX, as Settlor, has executed the Marjorie Ilma Knox Revocable Trust Agreement this 5 day of March, 2007.

Marjorie Knox
MARJORIE ILMA KNOX, Settlor

The foregoing was signed by MARJORIE ILMA KNOX, the Settlor, in our presence, and we at the request of the Settlor and in the presence of the Settlor, and in the presence of each other, hereunto subscribe our names as witnesses on the date last above mentioned.

Rose Paul Rami residing at 14827 SW 50 Ter

Print Name: Rose Parish-Ramon Miami, FL 33185

Judy Marks residing at 11122-1 SW 132 Ct

Print Name: Judy Marks Miami, FL 33186

STATE OF FLORIDA)
)SS.:
COUNTY OF MIAMI-DADE)

I, MARJORIE ILMA KNOX, declare to the officer taking my acknowledgment of this Agreement, and to the subscribing witnesses, that I signed this Agreement as my Revocable Trust Agreement.

Madge Knox
MARJORIE ILMA KNOX, Settlor

We, Rose Parish-Ramon and Judy Marks have been sworn by the officer signing below, and declare to that officer on our oaths that MARJORIE ILMA KNOX, the Settlor, declared the instrument to be her Revocable Trust Agreement and signed it in our presence and that we each signed the instrument as a witness in the presence of the Settlor and in the presence of each other.

Rose Parish-Ramon
Witness

Judy Marks
Witness

Acknowledged and subscribed and sworn to before me by the Settlor, MARJORIE ILMA KNOX, who is personally known to me or who has produced BANKBOOKS X.L. as identification, and sworn to and subscribed before me by the witnesses, Rose Parish-Ramon, who is personally known to me or who has produced _____ as identification, and by Judy Marks, who is personally known to me or who has produced _____ as identification, and subscribed by me in the presence of the Settlor and subscribing witnesses, all on this 15 day of March, 2007.

Michael A. Dribin
Signature of Notary Public
Print Name: MICHAEL A. DRIBIN
State of Florida

My Commission Expires: 11.04.08



IN WITNESS WHEREOF, KATHLEEN ISABELLA DAVIS as appointed Trustee of the Marjorie Ilma Knox Revocable Trust Agreement, hereby accepts the appointment as Trustee and has executed the Marjorie Ilma Knox Revocable Trust Agreement as of the date first above written.

Witness:

Rose Pavish-Ramon

Print Name: Rose Pavish-Ramon

Judy Marks

Print Name: Judy Marks

Kathleen I. Davis
KATHLEEN ISABELLA DAVIS, Trustee

Minors Act of Florida or similar statute of any other state; or (v) by reimbursing the person who is actually taking care of such beneficiary (even though such person is not a legal guardian) for the expenditures made by such person for the benefit of such beneficiary. The written receipts of the persons receiving such distributions under this Article shall be full and complete acquittances to the Trustee, and the Trustee shall have no obligation to look to the proper application or use of any payments so made. The persons receiving such distributions shall not be required to post any bond or other security.

D. Perpetuities Savings. Notwithstanding any provision of this Agreement to the contrary, no trust herein created shall continue beyond that period of time which would result in a violation of the laws of the State of Florida pertaining to the administration of trusts in perpetuity. Upon the expiration of the maximum period which would not result in such violation, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright to those persons who are then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

E. Spendthrift. Except as to a qualified disclaimer, no beneficiary of any interest under this Agreement shall have any right or power to anticipate, pledge, sell, transfer, alienate, assign or encumber such interest in any way. Such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary, and payment shall be made directly to or for the use of such beneficiary of all income or principal to which such beneficiary is entitled.

F. Powers. The Trustee of a trust created herein may have duties and responsibilities in addition to those described in this Agreement. If the Trustee has any questions, the Trustee



should obtain legal advice. Except to the extent specifically provided elsewhere in this Agreement, I grant to the Trustee, with respect to any and all property, whether real or personal, which shall at any time constitute a part of any trust created hereunder, the following powers, in addition to the powers which now are or may hereafter be conferred by law:

1. Retention and Investment. To retain or dispose of any property (including stock of any corporate trustee hereunder or a parent or affiliate company) originally constituting the trust or subsequently added thereto, and to invest and reinvest the trust property in bonds, stocks, mortgages, notes, bank deposits, options, futures, limited partnership interests, shares of registered investment companies and real estate investment trusts, or other property of any kind, real or personal, domestic or foreign, including purchases on margin; without liability, even though such investment is not of a type, quality, marketability or diversification considered proper for trust investments.
2. Disposition of Assets. To sell, grant options on, exchange, partition or otherwise dispose of any property, real or personal, at public or private sale, for such purposes, at such prices, and upon such terms, including sales on credit, with or without security, and in such manner, as the Trustee may determine.
3. Borrowing. To borrow money from any lender (including a Trustee hereunder individually), extend or renew any existing indebtedness, and mortgage or pledge any property in the trust.
4. Loans. To loan money to any beneficiary or any firm, corporation or business with which any beneficiary is associated.
5. Obligations. To renew, modify, or extend the time of payment or the terms of any obligation, secured or unsecured, payable to or by any trust created hereunder, in such manner, for such period or periods of time, and on such terms and conditions, as the Trustee may determine.
6. Leasing. To lease property for such term or terms, and upon such conditions and rentals, and in such manner, as the Trustee may deem advisable, irrespective of whether the term of any such lease shall exceed the period of any trust created hereunder, and to renew or modify any such leases.
7. Business. To continue any business in which I may be interested at the time of my death (the "business") as a shareholder, partner, co-venturer, proprietor, or otherwise, even though it may constitute all or a large portion of the trust estate; to discontinue, liquidate or sell the same or my interest therein upon such terms and conditions as the Trustee may deem advisable; to comply with any applicable agreement or agreements regarding the business to which I may be a party; and the Trustee shall incur no liability for any loss to the trust arising from its actions taken in good faith pursuant to this paragraph.

8. Compromise. To compromise, contest, adjust, settle, or submit to arbitration, any claims in favor of or against any trust created hereunder.

9. Advisors. To employ attorneys, accountants, investment counsel, brokers, custodians, and other agents or employees, and to compensate them for their services and to delegate investment functions.

10. Execution of Documents. To execute and deliver any agreements in writing which the Trustee may deem advisable. No party to any such agreement signed by the Trustee shall be obliged to inquire into its validity or be bound to see to the application of any money or other property paid or delivered to the Trustee pursuant to the terms of any such agreement.

11. Distributions. To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment need be made to compensate for a disproportionate allocation of unrealized gain for Federal income tax purposes, and to value the trust property and to sell any part or all thereof in order to make allocation or distribution, and to allocate any receipts or disbursements between principal and income; provided, however, in exercising the foregoing judgment, the Trustee shall act in fair and impartial manner with respect to all beneficiaries such that the exercise of the judgment of the Trustee in the selection and valuation of assets to be divided, distributed or allocated shall not jeopardize the intended estate tax results of such gifts, including any otherwise available charitable deduction.

12. Real Property. To possess, manage, insure against loss by fire or other casualties, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage thereon; to execute the necessary agreements and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make repairs, replacements and improvements, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water rents, assessments, repairs, maintenance and upkeep of the same; to permit it to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration.

13. Other Fiduciaries. To deal with, purchase assets from, or make loans to, the fiduciary of my estate or any other estate or trust in which any beneficiary under this Agreement has an interest, though a Trustee hereunder is the fiduciary, and to retain any assets or loans so acquired; to deal with a corporate trustee hereunder individually or a parent or affiliate company.

14. Retirement Proceeds. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the manner of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election.

15. Powers of Appointment. To determine that the holder of a power of appointment by will to which distribution of trust assets is subject left no will and to make distribution as if the power is not exercised if the Trustee does not receive notice within three

months after the death of the holder of the power of the exercise of the power, and such determination shall relieve the Trustee from all liability for the distribution.

16. Tax Elections. To make such elections under the tax laws (including allocation of my available generation-skipping transfer tax exemption, allocating basis adjustments among assets in my estate and this trust and electing to treat any subtrust created herein as an Electing Small Business Trust as defined in the Code) as the Trustee 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 effect of elections under the tax laws made by the Trustee.

17. Situs of Trusts. To change the situs of any trust created hereunder by a writing signed by the Trustee; provided, however, the situs of any trust created hereunder shall be either the United States or Canada at all times.

18. Consolidation of Trusts. To consolidate and merge for all purposes a trust created hereunder with any other trust created by me or any other person at any time if the Trustee determines such other trust contains substantially the same terms as this trust for the same beneficiary or beneficiaries, and thereafter may administer such consolidated and merged trusts as one; but if such consolidation and merger does not appear desirable or feasible, the Trustee may consolidate the assets of such trusts for purposes of investment and administration while retaining separate records and accounts for the separate trusts.

19. Combined Fund. To hold, for convenience of administration or investment, two or more of several trusts (if more than one is created hereunder) as a common fund, dividing the income proportionately among them, assign undivided interests to the several trusts, and make joint investments of the funds belonging to them.

20. Life Insurance. To take such action in collecting the proceeds of any life insurance payable to the Trustee (after deducting all charges by way of advances, loans or otherwise) as the Trustee deems advisable, paying the expense thereof from the trust property, but the Trustee need not enter into litigation to enforce payment on a policy until indemnified to its satisfaction against all expenses and liabilities that might result therefrom; the insurance company shall not take notice of the provisions of this Agreement or see to the application of the proceeds, and the Trustee's receipt to the insurance company shall be a complete release for any payment made.

21. Special Trustee. If the appointment of a trustee is necessary or desirable in any jurisdiction in which no Trustee herein named is able and willing to act, the Trustee shall designate in writing an individual or corporation who, upon such designation, shall act as special Trustee in such jurisdiction. Any individual or corporation so acting as special Trustee may resign at any time by written notice to the principal Trustee. Each special Trustee shall serve without bond, and shall have the powers granted to the Trustee by this Agreement.

22. Environmental Issues. To inspect and monitor businesses and real property (whether held directly or through a partnership, a corporation, trust or other entity) for environmental conditions or possible violations of environmental laws; to remediate

environmentally-damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property which may have environmental damage; to expend trust or estate property to do the foregoing, and no action or failure to act by the Trustee pursuant to this paragraph shall be subject to question by any beneficiary.

23. Disclaimers. To disclaim (whether or not such disclaimer is a qualified disclaimer under the Code) or release any fiduciary powers given hereunder or under applicable law or any property or interest in property which would otherwise pass to any trust created hereunder.

24. Severance of Trusts. To hold property otherwise directed to be added to or consolidated with the property of any trust held hereunder as a separate trust having terms identical to the terms of the existing trust; to sever any trust on a fractional basis into two or more separate trusts for any reason; to segregate by allocation to a separate account or trust a specific amount out of, a portion of, or specific assets included in, the property of any trust held hereunder to reflect a partial disclaimer or for any tax or other reason in a manner consistent with any applicable rules or regulations. After a trust is severed, the rights of the trust beneficiaries shall be determined as if the trusts were aggregated, but the Trustee may pay principal to the trust beneficiaries and taxing authorities disproportionately from the severed trusts. The Trustee may later combine any previously severed trusts. The Trustee shall not be liable for deciding in its discretion to exercise or not exercise any powers granted under this paragraph.

25. Other Powers. To perform other acts necessary or appropriate for the proper administration of any trust created hereunder.

G. Survivorship.

1. Survivorship. For all purposes of this Agreement, no beneficiary shall be regarded as surviving me, if such person does not survive me by 30 days.

2. Predeceased Ancestor Provision. Notwithstanding any of the foregoing provisions of this Agreement, if I or any beneficiary under this Agreement (the "transferor") is considered a "transferor" for purposes of the generation-skipping transfer tax, and a lineal descendant (the "descendant") of the transferor (or of the transferor's spouse or former spouse, if any) survives the transferor but dies no later than 90 days after the death of the transferor, for all purposes of this Agreement the descendant shall be treated as having predeceased the transferor.

H. S Corporation Trusts. Notwithstanding any provision contained in this Agreement to the contrary, if, after my death, any stock of a corporation which is an S corporation within the meaning of Section 1361(a) of the Code is allocated to a trust created hereunder, including but not limited to any stock of a corporation which elects, under Section

1362(a) of the Code to be treated as an S corporation, then, notwithstanding any provision in this Agreement to the contrary, the stock of each S corporation (herein referred to as "S Corporation Stock") may be segregated by the Trustee, in the Trustee's sole and absolute discretion, and held in a separate trust or as a separate share created as a separate trust and the Trustee may either: (a) elect in accordance with Section 1361(e)(3) of the Code to qualify any trust or any portion thereof as an Electing Small Business Trust within the meaning of Section 1361(e)(1); (b) elect to qualify any trust as any other form of eligible stockholder of an S corporation under similar future legislation; or (c) request that the Current Income Beneficiary (hereinafter defined) of each separate trust, with the assistance of the Trustee, make an election in accordance with Section 1361(d)(2) of the Code to qualify that trust as a Qualified Subchapter S Trust within the meaning of Section 1361(d)(3) of the Code (herein referred to as a "Qualified Subchapter S Trust"). The decision to elect treatment as an Electing Small Business Trust or as a Qualified Subchapter S Trust or any other form of eligible Subchapter S stockholder shall be in the sole discretion of the Trustee, and the Trustee is hereby authorized to take any actions necessary to effect such elections.

1. Qualified Subchapter S Trust. Each separate Qualified Subchapter S Trust (or separate share) shall have the same name as the trust to which the stock was originally allocated, plus the name of the Current Income Beneficiary thereof, followed by the name of the S Corporation whose stock is held in trust, and the words "Trust S" (herein referred to as a "Trust S"). Each Trust S shall be administered in accordance with the same provisions contained in the trust to which the stock was originally allocated; provided, however, that the provisions of this Section shall control the administration of each Trust S created to the extent inconsistent with the provision of the original trust.

(a) Current Income Beneficiary. A Trust S shall have only one Current Income Beneficiary. The Current Income Beneficiary of a Trust S is the person who has a present right to receive income distributions from the trust to which the S Corporation Stock was originally allocated. If more than one person has a present right to receive income distributions from the trust to which the S Corporation Stock was originally allocated, the Current Income Beneficiary shall be determined by the Trustee. If the Trustee, in the Trustee's sole, unlimited and absolute discretion, determines there is more than one person who has a present right to receive income distributions from the trust, the Trustee may cause the S

Corporation Stock to be segregated into more than one Trust S, each with a different Current Income Beneficiary.

(b) Distributions. The Trustee shall distribute all of the income (as that term is defined in Section 643(b) of the Code) to the Current Income Beneficiary of that trust at least annually. If a Trust S ceases to hold S Corporation Stock, then in the discretion of the Trustee, distributions of income shall be governed by the terms of the trust from which the S Corporation Stock was originally severed, except that income may only be distributed to the Current Income Beneficiary of each Trust S.

Distributions of principal shall be governed by the terms of the trust to which the S Corporation Stock was originally allocated except that principal may only be distributed to the Current Income Beneficiary of each Trust S by the Trustee.

(c) Termination of a Trust S. If any Trust S is terminated during the lifetime of the Current Income Beneficiary, all of the principal and undistributed income of that Trust S shall be distributed to the Current Income Beneficiary.

If not earlier terminated by distribution of the entire trust estate under the foregoing paragraph, each Trust S shall terminate on the death of the Current Income Beneficiary, at which time the Trustee shall administer or distribute any property in that Trust S in accordance with the provisions that would have been applicable to the administration of those assets if that Trust S had never been created. If, upon application of those provisions, S Corporation Stock would remain in a trust created hereunder, the Trustee, in the Trustee's sole, unlimited and absolute discretion, may segregate said stock in a separate trust or separate share for purposes of Section 1361(d)(3) of the Code, and I request that the Current Income Beneficiary of that trust make an election, with the assistance of the Trustee, to qualify the trust as a Qualified Subchapter S Trust in accordance with Section 1361(d)(2) of the Code. The stock of each S Corporation shall be held in a separate trust to be administered in accordance with this Section. If the Trustee, in the Trustee's sole, unlimited and absolute discretion, determines there is more than one income beneficiary, the Trustee may cause the S Corporation Stock to be segregated into more than one Trust S, each with a different Current Income Beneficiary.

2. Construction of Trust Terms. No trust created or administered under this Section shall be administered in such a manner as to cause the termination of the S Corporation status of any corporation whose stock is held as a part of such trust. Accordingly, to the extent the terms of this Agreement are inconsistent with any trust created or administered hereunder qualifying as an Electing Small Business Trust, a Qualified Subchapter S Trust, or any other form of eligible Subchapter S stockholder, it is my intent that the terms of the trust be construed and administered in a manner that is consistent with qualifying the trust as an Electing Small Business Trust, a Qualified Subchapter S Trust or any other form of eligible Subchapter S stockholder, during any period that the trust holds S Corporation Stock, and any provision incapable of being so construed or applied shall be disregarded.

3. Methods of Distribution. No method of distribution permitted herein may be utilized in a manner that would jeopardize the qualification of a trust as an Electing Small

Business Trust, a Qualified Subchapter S Trust or any other form of eligible Subchapter S stockholder.

4. Elections. Any reference in this Agreement to any person, acting in an individual or fiduciary capacity, making an election for him or herself or for or on behalf of any person, shall include, but not be limited to, an election made in accordance with Section 1361(e)(3), Section 1361(d)(2) or any other applicable subsection of Section 1361 of the Code.

5. Apportionment of Receipts and Expenses. The Trustee hereunder shall characterize receipts and expenses of any Trust S in a manner consistent with qualifying that trust as a Qualified Subchapter S Trust.

6. Trust Consolidation. The Trustee may not consolidate any Trust S with another if doing so would jeopardize the qualification of one or both of the trusts as Qualified Subchapter S Trusts.

7. Disposition of S Corporation Stock. If the continuation of any trust or Trust S created under this Section would, in the opinion of the Trustee's legal counsel, result in the termination of the S Corporation status of any corporation whose stock is held as a part of the trust estate, the Trustee, in the Trustee's sole discretion, shall have, in addition to the power to sell or otherwise dispose of such stock, the power to distribute the stock of such S Corporation to the person then entitled to receive the income therefrom.

I. Governing Law. The law of the State of Florida shall govern the validity and interpretation of the provisions of this Agreement.

J. General References. Whenever and wherever the context of this Agreement so requires, any references to the singular shall be read, construed and interpreted to mean the plural and vice-versa; any references to the masculine gender shall be read, construed and interpreted to mean the feminine gender and vice-versa; and any references to the neuter gender shall be read, construed and interpreted to mean the masculine or feminine gender, whichever is applicable.

K. Construction of Captions. The captions of this Agreement are provided for convenience and reference only and in no way are intended to define, describe, extend or limit the scope of this Agreement or my intent with respect to any provision hereof.

MARJORIE ILMA KNOX REVOCABLE TRUST AGREEMENT

SCHEDULE A

Cash in the amount of \$1000.00

Shares in Kingsland Estates Limited*

Rights to interests in various estates of family members

Funds held in various court proceedings

(*Subject to BD\$24,000,000 charge in favour of Peter Allard)





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MARK F. RAYMOND, P.A.
MANAGING PARTNER
DIRECT LINE: 305.373.9425
DIRECT FACSIMILE: 305.995.6385
EMAIL: MRaymond@BroadandCassel.com

February 9, 2009

PriceWaterhouseCoopers
The Financial Services Centre
Bishop's Court Hill
P.O. Box 111
St. Michael BB14004
Barbados, W.I.

Re: Ownership interest of Kathleen I. Davis, as Trustee of the
Marjorie Ilma Knox Revocable Trust Agreement, in
Kingsland Estates Limited

Gentlemen:

We represent Kathleen I. Davis, as Trustee of the Marjorie Ilma Knox Revocable Trust Agreement, a trust agreement governed by the laws of the State of Florida. Among the assets conveyed to Ms. Davis, as Trustee, are shares in Kingsland Estates Limited ("KEL"). We write to you on behalf of the Trustee seeking information concerning these KEL trust assets.

We have been advised that your firm, including affiliated companies and your predecessor, Coopers and Lybrand, have been auditors and accountants for KEL since approximately 1982 and that your firm has prepared audited financial statements for KEL through June 30, 2007. Our client has questions concerning the audit of those financial statements and the previous audited statements, which we would like to address with you on her behalf. Access to this information and answers to her questions are necessary in order for our client to fulfill her fiduciary obligations.

Our client is, in authorizing the transmittal of this letter, exercising her rights pursuant to Florida law. More specifically pursuant to Section 736.0816, Florida Statutes, our client has a right to seek information concerning the status of the trust assets. She further has a fiduciary responsibility to manage the trust assets prudently, in accordance with Section 736.0810, Florida Statutes, and to account for the administration of trust assets to trust beneficiaries pursuant to Section 736.0813, Florida Statutes, and she is seeking to comply with these responsibilities through this letter.

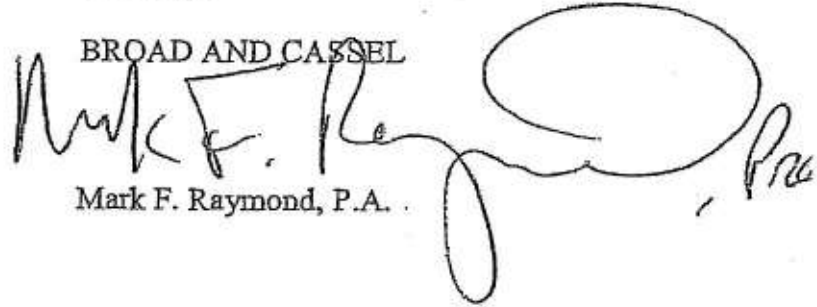
Please contact the undersigned immediately in order to facilitate the delivery of information concerning the trust assets and audited statements issued by your firm. We require that such contact occur within the next fifteen (15) days. Failure to do so will be construed as a refusal by PriceWaterhouseCoopers to cooperate and our client will be forced to take action

against PriceWaterhouseCoopers seeking enforcement of her rights, together with all other remedies associated with your failure to provide the necessary information.

We trust that such action will not be necessary and look forward to your prompt response.
Thank you.

Sincerely,

BROAD AND CASSEL

A handwritten signature in black ink, appearing to read "Mark F. Raymond, P.A.", with a large, stylized flourish at the end.

Mark F. Raymond, P.A.

MFR:jsm

cc: Kathleen I. Davis, Trustee
Michael A. Dribin, P.A.

February 26, 2008

Broad and Cassell
Attorneys at Law
One Biscayne Tower, 21st Floor
2 South Biscayne Boulevard
Miami, Florida 33131-1811
USA

Attention: Mr. Mark F. Raymond, P.A.

Dear Sir,

Re: Ownership interest of Kathleen I. Davis, as Trustee of the Marjorie Ilma Knox Revocable Trust Agreement, in Kingsland Estates Limited

Your unaddressed letter to "PricewaterhouseCoopers" dated February 9, 2009 has been referred to me for reply. Please direct any future correspondence to my attention.

PricewaterhouseCoopers cannot disclose confidential client information to third parties without the consent of our client. We therefore would not disclose information to you, or to your client Ms. Kathleen I. Davis, without our client's consent. We therefore recommend that you direct your inquiry to Kingsland Estates Limited.

We also have no knowledge of the Marjorie Ilma Knox Revocable Trust Agreement or the assets, including the shares in Kingsland Estates Limited, which you say were transferred Ms. Davis. Accordingly, before PricewaterhouseCoopers would approach Kingsland, we would first need to obtain and review notarized copies of the documents referred to in your letter (and perhaps other documents) to obtain comfort as to your client's status as a shareholder of Kingsland Estates Limited. We would also need to satisfy ourselves as to your authority to seek the information.

Your letter also refers to various Florida statutes in support of your client's request for information. Although we have no knowledge of Florida law, we presume that the statutes to which you refer only deal with a Trustee's right to seek information in connection with the management of trust assets. We suggest again that your inquiries be directed to Kingsland Estates Limited.

Mr. Mark F. Raymond
Broad and Cassel
February 26, 2009
Page 2

In the event that your client does not accept our position, it is our view that the applicable law governing the audit engagement, and the disclosure of information, is the law of Barbados. Equally, it is our position that any action your client might take be initiated in Barbados.

Yours truly,



Philip St.E. Atkinson
Partner



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MICHAEL A. DRIBIN, P.A.
DIRECT LINE: (305) 373-9422
DIRECT FACSIMILE: (305) 995-6396
EMAIL: mdribin@broadandcassel.com

July 7, 2009

VIA FEDEX INTERNATIONAL

Philip St.E. Atkinson
PricewaterhouseCoopers
The Financial Services Centre
Bishop's Court Hill
Post Office Box 111
St. Michael BB14004
Barbados, West Indies

Re: Ownership interest of Kathleen I. Davis, as Trustee of the
Marjorie Ilma Knox Revocable Trust Agreement
Our File No. 42674-0001

Dear Mr. Atkinson:

I write to you, once again, on behalf of the above-referenced Trust and its ownership interests in Kingsland Estates Limited ("KEL"). You will recall, I am sure, that my partner, Mark F. Raymond, and I have corresponded with you seeking ordinary and customary information associated with the operations of KEL. You have refused to provide this information.

We also understand that at least two years of the financial statements for KEL remain uncertified. We also understand that you have been replaced as the auditors. While we do not know the reasons for this change, we surmise that there is a connection between the change in auditors and the fact that the financial statements remain uncertified. I assure you on behalf of our client that we will aggressively seek an answer to this question, as well as the financial information previously requested.

We ask you once again to reconsider your previous response, particularly as a result of your company's ended relationship with KEL. Thank you.

Sincerely,

Michael A. Dribin, P.A.

MAD:jsm

Enclosure

cc: Kathleen I. Davis, Trustee (via email)

MIA11ESTATES1410855.1
42674/0001 MAD 7/6/2009