

**AGREEMENT BETWEEN TRUSTEE AND BENEFICIARY
FOR NONJUDICIAL MODIFICATION OF TRUST**

COME NOW, David A. Stevens, as Trustee of the ALAN L. HUFF and RUTH D. HUFF LIVING TRUST AGREEMENT dated June 13, 2013 (the "Trust"), and the Jefferson County, Kentucky School Board a/k/a Jefferson County Board of Education, as sole beneficiary of the Trust (the "Beneficiary"), and hereby enter into, consent to, and agree to this Agreement Between Trustee and Beneficiary for Nonjudicial Modification of Trust (the "Agreement").

WHEREAS, Alan L. Huff and Ruth D. Huff established the Trust on December 6, 1999; and

WHEREAS, on June 13, 2013, Alan L. Huff and Ruth D. Huff amended and restated the Trust; and

WHEREAS, Alan L. Huff died on May 27, 2016; and

WHEREAS, Ruth D. Huff died on September 10, 2016; and

WHEREAS, the Trust is now irrevocable due to the death of Settlor, Alan L. Huff and Ruth D. Huff; and

WHEREAS, the Beneficiary is the only qualified beneficiary of the Trust; and

WHEREAS, Article III of the Trust currently requires the trustee manage and invest the Trust principal into perpetuity, paying the net income to the Beneficiary for the establishment of a scholarship fund; and

WHEREAS, just prior to her death, Ruth D. Huff expressed desire to amend Article III to provide that, upon her death, the entire Trust principal be distributed to a foundation in Jefferson County, Kentucky for establishment of a scholarship fund benefitting students graduating, or have graduated, from Jefferson County high schools; and

WHEREAS, the parties to this Agreement desire that Article III of the Trust be amended to reflect Ruth D. Huff's testamentary intent; and

WHEREAS, Section 736.0412, *Florida Statutes*, allows the Trust to be modified upon unanimous agreement of the trustee and all qualified beneficiaries; and

WHEREAS, all parties deem this Agreement to be in the best interests of the trustee and the Beneficiary, and intend that it be binding on both.

NOW THEREFORE, it is hereby agreed by and between the parties as follows:

1. The above whereas clauses are adopted as if fully set forth herein and are true and correct.

2. Article III of the Trust is hereby further amended to read as follows:

"Successor Beneficiaries"

Upon the death of the Settlers, the Trustee shall pay and distribute the principal of this trust to the JEFFERSON COUNTY PUBLIC EDUCATION FOUNDATION for the establishment of the 'Alan L. Huff and Ruth D. Huff Memorial Scholarship Fund, in memory of Evangeline Huff.' The Trustee shall insure the Scholarship Fund is established for the grant or award of scholarships to or for the benefit of students graduating or who have graduated from Jefferson County, Kentucky public high schools. The scholarships shall be awarded, at the discretion of a committee established by the JEFFERSON COUNTY PUBLIC EDUCATION FOUNDATION, to those students who demonstrate a commitment to complete post-secondary education. In exercising its discretion, said committee shall consider the applicants' grade point average, attendance rate, ACT and/or SAT scores, and ability to pay, or obtain other available financial aid, for tuition, fees, or room and board."

DATED as of this 3 day of January, 2017.

Witnesses:

Marcella Sebring
Printed Name Marcella Sebring

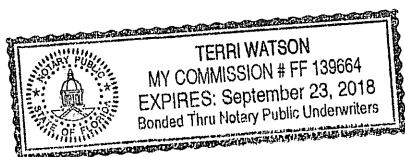
David A. Stevens
David A. Stevens, as Trustee

Terri Watson
Terri Watson

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing or attached instrument was acknowledged before me this 3 day of January, 2017, by David A. Stevens, as Trustee, ☒ to me personally known or [] who produced _____ as identification.

(Seal)



Terri Watson
Notary Public, State of Florida
My commission expires:

Witnesses:

Beneficiary: JEFFERSON COUNTY,
KENTUCKY SCHOOL BOARD a/k/a
JEFFERSON COUNTY BOARD OF
EDUCATION

Printed Name _____, as its Chair

Printed Name _____

**STATE OF KENTUCKY
COUNTY OF JEFFERSON**

The foregoing or attached instrument was acknowledged before me this ____ day of
January, 2017, by _____, [] to me personally known or [] who
produced _____ as identification.

(Seal)

Notary Public
My commission expires: