

Revocable Trust Agreement

This Revocable Trust Agreement is hereby made on the 14th day of November, 2025, between Joseph V. Gauci, and his wife, Karen Gauci, of Long Beach, Harrison County, Mississippi, hereinafter called **Trustor**, and Joseph V. Gauci, and his wife, Karen Gauci, of Long Beach, Harrison County, Mississippi, hereinafter called **Trustee**. Joseph V. Gauci and his wife, Karen Gauci shall serve as co-trustors and co-trustees for purposes of this Agreement. The terms “trustor” and “trustee” refer to their role as co-trustors and co-trustees. This trust shall be named THE JOSEPH V. AND KAREN GAUCI REVOCABLE FAMILY TRUST.

1. Trust Estate. Trustor assigns, transfers, and conveys to Trustee the property described in the attached **Exhibit A**, which is incorporated herein by reference, and the receipt of which property is hereby acknowledged by Trustee. The property shall be held by Trustee in Trust on the terms and conditions set forth below.

2. Revocation and Amendment. Trustor reserves the right at any time, by an instrument in writing delivered to Trustee and acknowledged in the same manner as a conveyance of real property entitled to be recorded in Mississippi, to revoke or amend this Trust in whole or in part. The duties and liabilities of Trustee shall under no circumstances be substantially increased by any amendment of this Agreement except with its written consent.

3. Additions to Trust Estate. Trustor reserves the right for himself or herself or any other person to increase this Trust by delivering property to Trustee, by having the proceeds of insurance policies made payable to Trustee, or by bequest or devise by will. Trustor will notify Trustee in writing of any policies made payable to it or will deliver the policies to Trustee as custodian. Trustee's duties and liabilities under this Agreement shall under no circumstances be substantially increased by any such additions, except with its written consent.

4. Disposition of Income and Principal. After paying the necessary expenses incurred in the management and investment of the Trust estate, including compensation of Trustee for its own services, Trustee shall pay the net income of the Trust and distribute the principal of the Trust in the following manner: **NEED TO DISCUSS WITH GAUCIS.**

5. Invasion of Principal for Spouse and Descendants. After *Trustor's* death, *Trustee* may apply so much of the principal of the Trust for the use of *Trustor's spouse* _____, and *Trustor's children* _____,
(Name of Spouse) (Names of Children)

or any of them, at such time or times as in *Trustee's* discretion it may deem advisable for their proper education, care, or support. The provisions of this Section are intended primarily as a means of affording financial assistance to *Trustor's spouse* and children in the event of their serious illness, misfortune, or other emergency or unusual condition, and also to assist them during the period of their education or setting up in business or at the time of their marriage. This enumeration is to serve only as a guide and shall not be construed to restrict the discretionary powers so conferred on *Trustee*. Any amounts so applied to the use of *Trustor's spouse* or any descendant shall be charged against, or deducted from, the principal of any share then, or later, set apart for such *spouse* or child.

6. Distribution to Minors. Trustee in its discretion may make payment of income or principal applicable to the use of any minor by paying the same to the parent or guardian of the minor, or to any other person having the care and control of the minor, or by expending it in such other manner as Trustee in its discretion believes will benefit the minor, provided, that Trustee may also pay as an allowance directly to the minor such sums as Trustee may deem advisable. Trustee may accumulate for the benefit of any minor so much of any income applicable to the minor's use as Trustee in its discretion may deem advisable. Any income so accumulated shall be paid to the minor on his or her attaining majority. Trustee in its discretion may make payment of principal vesting in and payable to a minor, to such minor's parent or guardian, or may defer payment of any part or all of the amount until the minor attains majority, meanwhile applying to the minor's use so much of the principal and income, and at such time or times, as in its discretion it may deem advisable for the minor's proper education, care, or support. Any payment under this Section shall operate as a full discharge to Trustee with respect to the payment.

7. Powers of Trustee. In addition to any powers given to it by law or otherwise, Trustee is authorized and empowered with respect to any property at any time held under any provision of this Agreement, including accumulated income, if any, and any property held pursuant to any power in Trust, and until the actual distribution of the property:

- A. To sell on such terms and conditions as it in its sole discretion may determine.
- B. To invest and reinvest in and to acquire by exchange or otherwise property of any character including stocks of any classification, obligations, or other property, real or personal, whether or not of the same kind, and participations in any common trust fund administered by *Trustee*, without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds.
- C. To retain property of any kind received by it without regard to diversification and without being limited to the investments authorized by law for the investment of trust funds.
- D. To join in, consent to, or become a party to any reorganization, merger, consolidation, dissolution, readjustment, exchange, or other transaction and any plan or action under or in connection with the same; to deposit any such property with any protective, reorganizational, or similar committee; to delegate discretionary powers to the committee and to share in the payment of its expenses and compensation and to pay any assessments levied with respect to the property and to receive property under any reorganization, merger, consolidation, dissolution, readjustment, exchange or other transaction whether or not the same is authorized by law for the investment of trust funds.
- E. To exercise all conversion, subscription, voting, and other rights of whatsoever nature pertaining to any such property and to grant proxies, discretionary or otherwise, with respect to those rights.

F. To make and retain joint investments and investments of undivided interests in any property, real or personal, whether or not all the property is held under this agreement and whether or not the provisions under which such other property is held are similar.

G. With respect to any real property (including real property acquired on foreclosure or by deed in lieu of foreclosure) at any time held under this agreement, to sell, exchange, partition, lease, sublease, mortgage, improve, or otherwise alter on such terms as it may deem proper, and to execute and deliver deeds, leases, mortgages, or other instruments relating to the real property. Any lease may be made for such period of time, including a lease beyond a five year period, as it may deem proper and without the approval of any court.

H. To extend the time of payment of any bond (or other obligation) and mortgage held by it, or of any installment of principal or interest or hold such bond (or other obligation) and mortgage after maturity as past due; to consent to the alteration or modification of any terms of the same, waive defaults in the performance of the terms of the same; to foreclose any such mortgage or compromise or settle claims under the mortgage; to take over, take title to, or manage the property, or any part of it, affected by any such mortgage, either temporarily or permanently, and in partial or complete satisfaction of any claim under the mortgage; to protect the property against or redeem it from foreclosure or nonpayment of taxes, assessments, or other liens; to insure, protect, maintain, and repair the property; and generally without limitation by the foregoing specification to exercise with respect to such bond (or other obligation) and mortgage on such property all rights and powers as may be exercised by a person owning similar property in his or her own right.

I. To borrow money to provide funds for any purpose without resorting to the sale of any assets; and for the purpose of securing the repayment of the borrowed money, to pledge, mortgage, or otherwise encumber any and all such property on such terms, covenants, and conditions as it may deem proper and also to extend the time of payment of any loans or encumbrances which at any time may be encumbrances on any such property irrespective of by whom the same were made or where the obligations may or should ultimately be borne on such terms, covenants, and conditions as it may deem proper.

J. Without limitation by the specification of the following, to exercise any and all the powers, authorities, and discretions provided in this agreement in respect of any shares of stock of *Trustee* and any successor corporation whether by merger, consolidation, reorganization, sale, or otherwise.

K. To register any property belonging to any Trust created by this Agreement in the name of its nominee, or to hold the same unregistered, or in such form that title shall pass by delivery.

L. To distribute in cash or in kind or partly in cash and partly in kind.

8. Transactions with Third Persons. No person or corporation dealing with *Trustee* shall be required to investigate *Trustee's* authority for entering into any transaction or to administer the application of the proceeds of any transaction.

9. Dividends. Regular or ordinary cash dividends, although they may be wholly or partly in the nature of a payment in partial liquidation or may wholly or partly represent a distribution of assets of the corporation other than surplus earnings, shall nevertheless be treated wholly as income of the Trust. All other liquidating dividends shall be principal. All dividends payable in the stock of the corporation or association declaring or authorizing the same shall be treated as principal. All other extraordinary dividends shall be apportioned between principal and income, as determined by *Trustee* in its absolute discretion.

10. Compensation of Trustee. Trustee shall be entitled to reasonable compensation from time to time for Trustee's ordinary services rendered under this Agreement, for any extraordinary services performed by Trustee, and for all services in connection with the termination of the Trust, either in whole or in part.

11. Removal and Resignation of Trustee. Trustee may be removed at any time by Trustor or after Trustor's death by written notice to Trustee. Trustee may resign by written notice to Trustor during Trustor's lifetime or after Trustor's death to **Joey Gauci, DISCUSS**

Until the accounts of Trustee are settled and Trustee is discharged, Trustee shall continue to have all the powers and discretions granted to it under this Agreement or conferred by law. In the event of the removal or resignation of Trustee, Trustor or may by written instrument appoint a successor Trustee. The successor Trustee, on executing a written acceptance of the Trusteeship and on the settlement of the accounts and discharge of the prior Trustee, shall be vested, without further act on the part of anyone, with all the estate, title, powers, duties, immunities, and discretions granted to the original Trustee.

12. Employment of Agents; Expenses of Trust. Trustee may employ agents, including counsel, and pay them reasonable compensation. Trustee shall be entitled to reimbursement for such payments and for all other reasonable expenses and charges of the Trust out of principal or income, as *Trustee* shall determine.

13. Governing Law. This Trust shall be governed and construed in all respects according to the laws of the State of Mississippi.

14. Binding Effect. This Agreement shall be binding on Trustor, Trustor's executor, administrator, successors and assigns, and Trustee and Trustee's successors and assigns.

Trustor and Trustee have executed this Agreement as of the day and year first above written.

Name & Signature of Trustor

Type/ Print Name

Name & Signature of Trustee

Type/ Print Name

Name & Signature of Trustor

Type/ Print Name

Name & Signature of Trustee

Type/ Print Name

(Acknowledgments before Notary Public)

(Attach Exhibit)

EXIHIBIT A

SHARES OF STOCK IN WINTER GARDENS ESTATE, INC.

JALEPENO'S PROPERTY