

Friends of the
Library
of Collier County



KENNETH THURSTON HURST
359 BAY FOREST DR.
NAPLES, FL. 33963



MR. JEFFREY COX

26 SPRUCE LANE

ITHACA

NY

14850



Jeff



X. Libris

Friends of the Library
of Collier County

P.O. Box 2921
Naples, Florida 33939

April 23, 1992

(Shakespeare's Birthday)

To:

TRUSTEES OF THE PAUL BRANTON REPRINT TRUST

Susan and Jeff and Ed

Dear Friends:

Enclosed is the final (sic!) version of my last Will and Testament.

It incorporates the "PB Reprint Trust" (see pp. 2 et seq.) — basically pp 2, 3, 4 and the Codicil, on which you have kindly agreed to serve.

Please review at your convenience, and we can discuss when I'm in St. Ives in June.

Mary Hank,

Keener

Jeff

Friends of the Library
of Collier County

1000 N. ...
P.O. Box ...

- Other PB books
- Anthony Books
- Variety of investments

April 23, 1992

Dear Friends:

Thank you for the information about the

show and to



Dear Friends

Enclosed is the first part of the book which I hope will be of interest to you.

I would like to see you at the book sale.

(to be held at the ...)

and the ...

...

...

...

Minutes
PAUL BRUNTON PHILOSOPHIC FOUNDATION
BOARD OF DIRECTORS MEETING
July 24, 1988 - Annual Meeting

Present: Alan Berkowitz, Ella May Damiani, Vic Mansfield, Elaine Mansfield, Andrew Holmes, Randy Cash, Harriet Eisman, Kenneth Hurst, Robert Larson, Jeff Cox, Susan Campbell, Amy Opperman-Cash, Erin Cash, Birgitta Larson, and Avery Solomon.

The minutes from May 1, 1988 were approved. The Board confirmed its unanimous decision in May to postpone the 1988 Annual Meeting until July.

President's report. Kenneth Hurst reported that the Foundation has been awarded permanent tax-exempt status by the IRS following a one year probationary period. Kenneth brought the Board up to date on the activities of Advisory Council members and of forthcoming talks and conference workshops he will be giving on Paul Brunton's work.

Transfer of assets. A number of resolutions were made and documents signed pertaining to the legal transfer of Larson Publications and its assets to the Paul Brunton Philosophic Foundation, in the following sequence:

1. Randy Cash transferred the assets of Larson Publications to the Foundation (10:26 AM).

2. Kenneth Hurst assigned ownership and publication rights to the Foundation for all original Paul Brunton material in the Notebooks (other than published essays) and all previous volumes of the Notebooks copyrighted in his name (Volumes 1-4) (10:30 AM). Kenneth also provided the Foundation with documents showing that he was the bonafide holder of publication rights for all of the above material.

3. The Board of Directors of the Foundation passed a number of resolutions pertaining to the transfer of assets, which are appended to these minutes (10:44 AM).

4. Randy Cash signed a document recommending dissolution of Larson Publications as an organization independant and separate from the Foundation (10:51).

5. Kenneth Hurst accepted, on behalf of the Foundation, the recommendation for dissolution of Larson Publications as noted in #4. (10:51).

6. The Board passed a motion thanking Kenneth Hurst for his donation of copyrights to the Foundation.

At 10:54 the completion of the transfer was celebrated with a short break and refreshments for all those attending.

KENNETH THURSTON HURST
WALSH ROAD, ROUTE 414, SENECA LAKE
VALOIS, NEW YORK 14888

November 9, 1987

To Gardner Publications, Inc.

4936 Rt 414, Burdett, NY 14818

This is to confirm that I
hereby waive all royalties due me
under our existing contract
for the 10 vols of Paul Brentan's
Notebooks.

Kenneth Thurston Hurst

Witnessed:

Janet Girman

Alan Beck

KENNETH THURSTON HURST

MOUNTAINVIEW EAST

696 SIERRA VISTA LANE • VALLEY COTTAGE, NEW YORK 10989

To: The Paul Brenton Philosophic Fdn.,
P.O. Box 59, Helder NY 14541

This is to officially confirm that I
hereby bestow all copyrights and
royalties, both domestic and foreign,
according to the Notebooks of Paul
Brenton Series, from Volume I
"Perspectives" to the final volume in
the Series, to the Paul Brenton
Philosophic Foundation.

Date: November 9, 1986

Signed: K. T. Hurst

Witnessed: Alan Becker

Witnessed: Elaine Margulid

KENNETH THORNTON HURST

WINDYBUSH

100 HURST VILLAGE - VALLEY COUNTRY CLUB - NEW YORK

To: The Board of Trustees

Box 100, New York

This is to certify that the

copy of the

report of the

committee on

the

subject of

the

is hereby

approved

and

passed

at a meeting

of the

Board of

Trustees

held on

the

day of

~~Check for document~~ Item / text
→ give to Jeff

**KENNETH THURSTON HURST
DECLARATION OF TRUST**

I, KENNETH THURSTON HURST, of Naples, Collier County, Florida, hereby transfer to myself as trustee the property listed in the attached schedule, said property and all investments and reinvestments thereof and additions thereto (the "trust property") to be held subject to the following trusts:

ARTICLE I - IDENTIFICATION

This instrument, as from time to time amended, is designated the "KENNETH THURSTON HURST REVOCABLE TRUST Dated February 5th, 1992".

ARTICLE II - DURING MY LIFETIME

2.1 Income and Principal. During my lifetime the trustee shall pay such part or all of the income and principal of the trust property to me or otherwise as I from time to time direct; except that if at any time I shall be unable to manage my financial affairs, the trustee shall pay or apply such amounts of the income and principal of the trust property as the trustee considers advisable for my comfortable maintenance, health and welfare. Any undistributed income shall be accumulated and from time to time (no less often than annually) added to principal. ①

2.1.1 Inability to Manage. For purposes of this instrument, I shall be considered to be unable to manage my affairs if I am under a legal disability or by reason of incapacity (including illness or mental or physical disability) I am unable to give prompt and intelligent consideration to financial matters, and the determination as to my inability at any time shall be made by my physician, and the trustee may rely upon written notice of that determination.

2.2 Right to Revoke. I reserve the right from time to time by written instrument delivered to the trustee to amend or revoke this instrument and the trusts hereby evidenced, in whole or in part, except that, if amended, the duties, powers and responsibilities of the trustee shall not be changed substantially without the trustee's written consent.

ARTICLE III - UPON MY DEATH

3.1 Payment of Taxes and Expenses. Upon my death, the trustee shall pay taxes and expenses as hereinafter provided from the trust principal. The succeeding provisions shall be subject to the trustee's making or providing for the foregoing payments.

3.2 Distributions Pursuant to My Will. If my Will or any Codicil thereto specifically gives or devises any property (other than tangible personal property) which is held in or receivable by the trust (and not in my probate estate), the trustee shall

distribute such property as provided in my Will (or Codicil). In addition, if the trustee reasonably determines that any monetary gift in my Will (or Codicil) cannot be satisfied in full solely because of insufficient assets in my probate estate, the trustee shall satisfy such gift out of the trust property.

3.2.1 Tangible Personal Property. If any tangible personal property is held under this trust at the time of my death, such property shall be distributed by the trustee to such person or persons as I may at any time or times appoint by written instrument delivered to the trustee prior to my death. To the extent that any such property is not disposed of by such appointment, such undisposed of items of tangible personal property shall be disposed of by the trustee in exactly the same manner as such articles would have been disposed of under the terms and provisions of my Will, or any Codicil thereto, had such articles been included in my probate estate.

3.3 Residuary. The trustee shall distribute the balance of the trust property to the following beneficiaries in shares equal to the percentage of the trust estate shown in parenthesis next to their names:

that shall be living at the death of Settlor, except that the trust living beneficiaries of a deceased beneficiary shall take the share that share which the beneficiary would have received if living, subject to postponement of possession as provided herein. In the event a named beneficiary dies without living descendants or a beneficiary is disqualified and no longer entitled that beneficiary's share shall lapse.

The balance of the trust corpus plus any accrued income shall be distributed to WILLIAM M. ... and WILLIAM M. ... of the First Trust Agreement dated ... created ... of will.

ARTICLE IV - PAYMENTS OF TRUST AND TRUSTEES' EXPENSES

4.1 PAYMENTS OF TRUST. In the case of discretionary payments of principal to any person who is a minor, is incompetent or has not been adjudicated incompetent but because of illness or disability is, in the trustee's judgment, unable properly to manage his or her affairs, then the income or principal shall be paid or expended only in each of the following ways as the trustee deems best: (a) to the beneficiary directly; (b) to the legally appointed guardian or conservator of the

beneficiary; (c) to a custodian for the beneficiary under a Uniform Gifts to Minors Act or a Uniform Transfers to Minors Act; (d) by the trustee directly for the benefit of the beneficiary; (e) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary. A receipt for payment by any of the above persons shall be a complete discharge of the trustee in respect to the payment.

4.2 Postponement of Possession. If a trust created under this instrument is distributable to a beneficiary who has not reached the age of twenty-five years, such property shall immediately vest in the beneficiary but the trustee shall retain possession of the share as a separate trust, paying to or for the benefit of the beneficiary so much or all of the income and principal of the share as the trustee deems necessary or advisable from time to time for his or her health, maintenance in reasonable comfort, education (including postgraduate) and best interests, adding to principal any income not so paid (except that after the beneficiary has reached the age of twenty-one years, the trustee shall pay to him or her all the income from his or her share in convenient installments, at least quarterly), and distributing one-half in value of the principal of his or her share if he or she has then reached or at such time thereafter as he or she reaches the age of twenty-one years and the balance when he or she reaches the age of twenty-five years or to the estate of the beneficiary if he or she dies before receiving the share in full.

4.3 Postponement of Termination. If a trust created under this instrument terminates in favor of a beneficiary who is a minor, is incompetent or has not been adjudicated incompetent but because of illness or disability is, in the trustee's judgment, unable to manage the property distributable to the beneficiary, the trustee may postpone the termination distribution. The postponement may last until the attainment of the beneficiary's majority, the removal of the beneficiary's incompetency or until, in the trustee's judgment, the beneficiary is able to manage the property. During the postponement, the property shall be held and administered as a separate trust and the trustee may pay to the beneficiary as much of the net income or principal or both as the trustee determines is appropriate for the beneficiary's health, maintenance, support, education (including postgraduate), and best interests, except that after the beneficiary attains the age of twenty-one years, the trustee shall pay to the beneficiary all of the income from such beneficiary's share in convenient installments, at least quarterly. If the beneficiary dies while the property is still held in the separate trust, the trust estate shall be distributed to the beneficiary's estate. The trustee may also distribute property passing to a minor to a custodianship under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act established for the beneficiary by the trustee or another person.

ARTICLE V - FIDUCIARY APPOINTMENTS

5.1 Resignation of Trustee. I may resign as trustee by

written notice to FLEET/NORSTAR TRUST COMPANY OF FLORIDA N.A.. Any other trustee may resign as to any trust at any time by written notice to me, if then living and able to act, otherwise to the beneficiary or a majority of the beneficiaries entitled to receive or have the benefit of the income from the trust.

5.2 Successor Trustee. Upon my death, or sooner if I cease to act as trustee during my lifetime, FLEET/NORSTAR TRUST COMPANY OF FLORIDA N.A., shall become and be successor trustee hereunder. Except as otherwise provided, every successor trustee shall have all the powers given the originally-named trustee. The term "trustee" shall also mean and include any co-trustees, alternate or successor trustees while serving in such fiduciary capacity hereunder. ✓

5.3 Appointment of Successor Trustee. Except as otherwise provided, I, if living and able to act, otherwise the beneficiary or a majority of the beneficiaries entitled to receive or have the benefit of the income from the trust may appoint a successor trustee. The natural or legal guardian of a minor and the legal guardian of an incompetent adult may act on behalf of such minor or adult.

5.4 No Bond Required. I direct that no bond or surety be required of any trustee. No trustee shall be obligated to account to any court for the administration of any trust created under this instrument.

5.5 Compensation. FLEET/NORSTAR TRUST COMPANY OF FLORIDA N.A. shall receive compensation for its services in accordance with its schedule of fees in effect from time to time. Every fiduciary shall be reimbursed for the reasonable costs and expenses incurred in connection with such fiduciary's duties. 1/20
19.

5.6 Out-of-State Trust Property. The trustee may from time to time designate, in writing, a person or qualified corporation to act as special trustee with respect to any property which the trustee determines may require local management and/or control. Any person or corporation acting as special trustee may resign at any time by written notice to the trustee. Each special trustee shall have the powers granted to the trustee by this instrument, to be exercised only with the approval of the trustee, to whom the net income and the proceeds from sale of any part or all of the property shall be remitted to be administered under this instrument.

5.7 Incapacity. Except as otherwise provided in section 2.1.1, any person acting or named to act in a fiduciary capacity hereunder or required to be legally competent in order to act hereunder shall be considered to have ceased or failed to act or to be legally incompetent to act when a physician whom such person has consulted within the prior three years has certified as to such consultation and also as to the lack of the physical or mental capacity of such person to manage his or her financial affairs.

ARTICLE VI - ADMINISTRATIVE PROVISIONS

6.1 Survivorship. For the purposes of this instrument, no person shall be deemed to have survived me if such person shall die within thirty days after my death.

6.2 Taxes and Expenses. Upon my death, the trustee shall pay all expenses of my last illness and funeral, costs of administration including ancillary, costs of safeguarding and delivering devises, other proper charges against my estate, and all estate and inheritance taxes and generation-skipping taxes on direct skips which are assessed by reason of my death. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. The trustee's selection of assets to be sold to make the foregoing payments or to satisfy any pecuniary gifts, and the tax effects thereof, shall not be subject to question by any beneficiary.

6.3 Tax Elections. If no personal representative is acting on my behalf, the trustee shall make such elections under the tax laws as the trustee deems advisable, without regard to the relative interests of the beneficiaries, including (but not limited to) the power, exercisable without court approval, to allocate any Federal exemption from the generation-skipping tax to any property with respect to which I am the transferor for purposes of the said tax (whether or not such property is included in my probate estate) and to exclude any such property from such allocation. 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.

6.4 Generation-Skipping Transfers. Notwithstanding any provision to the contrary, a trust hereunder which would be partially exempt from generation-skipping tax by reason of an allocation of generation-skipping tax exemption to it, before the allocation the trustee shall divide the trust into two separate trusts of equal or unequal value, to permit allocation of the exemption solely to one trust which will be entirely exempt from generation-skipping tax. In addition, if a trust hereunder is entirely exempt or nonexempt from generation-skipping tax and adding property to the trust would partially subject it to generation-skipping tax, the trustee shall hold that property as a separate trust in lieu of making that addition. Except as otherwise provided in this instrument, the two trusts shall have the same terms and conditions as the original trust, but the trustee shall not make discretionary distributions from the principal of the exempt trust to beneficiaries who are non-skip persons so long as any readily marketable assets remain in the nonexempt trust. Upon division or distribution of an exempt trust and a nonexempt trust held hereunder, the trustee in its discretion may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur. If the trustee considers that any distribution from a trust hereunder, other than pursuant to a power to withdraw or appoint, is a taxable

distribution subject to a generation-skipping tax payable by the distributee, the trustee shall augment the distribution by an amount which the trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates. If the trustee considers that any termination of an interest in trust property hereunder is a taxable termination subject to a generation-skipping tax, the trustee shall pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries.

6.5 Consolidation of Trusts. The trustee may 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.

6.6 Funding of Trusts. For purposes of funding any pecuniary gift under this instrument, the trustee shall use the date of distribution value for any property so distributed.

6.7 Accrued Income. Except as otherwise provided, income received after the last income payment date and undistributed at the termination of any estate or interest shall, together with any accrued income, be paid by the trustee as income to the persons entitled to the next successive interest in the proportions in which they take that interest, subject, however, to any power of appointment.

6.8 Small Trust Termination. If at any time a trust hereunder has a market value as determined by the trustee of \$50,000 or less, the trustee, in the trustee's sole discretion, may terminate such trust. In addition, a corporate trustee, in its sole discretion, may terminate the trust if the corporate trustee determines that the cost of continuance thereof will substantially impair accomplishment of the purposes of the 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.

6.9 Perpetuities Savings. No trust created herein shall continue for more than twenty-one years after the death of the last to die of myself and the beneficiaries in being at my death. Any property still held in trust at the expiration of that period shall immediately be distributed 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.

ARTICLE VII - FIDUCIARY PROVISIONS

7.1 Powers. Any trustee serving hereunder shall have all of the powers from time to time conferred upon trustees by law, including Section 737.402 of the Florida Statutes, as amended from time to time, except to the extent a power would conflict with this instrument, in which case the provisions of this instrument shall control. In addition to such powers, any trustee serving hereunder is specifically authorized:

a. To retain any property (including stock of any corporate trustee hereunder or a parent or affiliate company) originally constituting the trust or subsequently added thereto, although not of a type, quality or diversification considered proper for trust investments;

b. To invest and reinvest the trust property (including that of any corporate fiduciary hereunder or a parent or affiliate company) in bonds, stocks, mortgages, bank deposits, options, futures contracts, limited partnership interests, notes or other property of any kind, real or personal, domestic or foreign, suitable for the investment of trust funds, including any participation in any common trust fund; to deposit or arrange for the deposit of securities in a central depository;

c. To cause any property, real or personal, belonging to the trust to be held or registered in the trustee's name or in the name of a nominee or in such other form as the trustee deems best without disclosing the relationship;

d. To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the possession of the trustee of voting discretion would subject the issuing company or the trustee to any law, rule or regulation adversely affecting either the company or the ability of the trustee to retain or vote company securities, shall be voted as directed by the beneficiaries then entitled to receive or have the benefit of the income from the trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor;

e. To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;

f. To borrow money from any lender, extend or renew

any existing indebtedness and mortgage or pledge any property in the trust;

g. To sell, without the necessity of authorization by any court, at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property, real or personal, and any reinvestments thereof, and to sell put and covered call

options, from time to time for such price and upon such terms as the trustee sees fit;

h. To employ agents, attorneys and proxies and to delegate to them such powers as the trustee considers desirable;

i. To compromise, contest, prosecute or abandon claims in favor of or against a trust created hereunder;

j. 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; to value the trust property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the trustee pursuant to this subsection shall be subject to question by any beneficiary; 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 and transfer tax results of such gifts, including any otherwise available marital or charitable deduction;

k. To deal with, purchase assets from, or make loans to, the fiduciary of any trust made by me or any member of my family or a trust or estate in which any beneficiary under this instrument has an interest, though a trustee hereunder is the fiduciary or a beneficiary; to deal with a corporate trustee hereunder individually or a parent or affiliate company;

l. To establish out of income and credit to principal reasonable reserves for depletion, but reserves for depreciation shall not be established except to the extent that the trustee determines that readily marketable assets in the principal of the estate or trust will be insufficient for any renovation, major repair, improvement or replacement of such property which the trustee deems advisable;

m. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode 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;

n. To transfer the situs of any trust property to any other jurisdiction as often as the trustee deems it advantageous to the trust;

o. 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 best, 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 which might result therefrom; the insurance company shall not take notice of the provisions of this trust instrument 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;

p. To buy, sell and trade in securities of any nature, including short sale on margin, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the trustee; and

q. To perform other acts necessary or appropriate for the proper administration of a trust created hereunder; including to execute and deliver necessary instruments and give full receipts and discharges.

7.2 Accounting. The trustee shall render an account of trust receipts and disbursements and a statement of assets, at least annually, to each adult beneficiary then entitled to receive or have the benefit of the income from the trust. Any person entitled to receive an accounting, or a person legally entitled to act for such person, shall state in writing any objections to an accounting and deliver the objections to the trustee within six months after receipt of a copy of the accounting. Failure to object in this manner shall constitute a waiver of objections. The waiver shall be binding as to all matters stated in the accounting, or as shown by it, upon all persons claiming under the waiving beneficiary, whether or not in being, who are then or thereafter may become eligible to share in either the principal or the income of the trust for which the accounting is made.

7.3 No Duty to Examine Prior Acts. No successor trustee shall be personally liable for any act or omission of any predecessor. With the approval of the beneficiary or a majority in interest of

the beneficiaries then entitled to receive or have the benefit of the income 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.

7.4 Reliance on Opinions. Any trustee may rely in good faith upon the written opinion of an attorney, any facts stated in any instrument in writing and believed true or any other evidence deemed sufficient. Any individual trustee shall be saved harmless from any liability for any action such trustee may take, or for the failure of such trustee to take any action, if done in good faith and without gross negligence.

7.5 Common Fund. For convenience of administration or investment, the trustee may hold the several trusts (if more than one 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.

7.6 Trustee's Certificate. A certificate signed by any trustee under this instrument and acknowledged by such trustee before a notary public shall be conclusive evidence upon all persons and for all purposes of the facts stated in the certificate respecting the terms of this instrument and the identity of the trustee who, from time to time, is serving under it.

7.7 Reduction or Release of Powers. Any trustee shall have the power to release or renounce any power, privilege, or right (including this power), or the power to reduce the scope and extent of any power, privilege or right (including this power). If there is more than one trustee of this trust, this power may be exercised by any one trustee, individually, or by all trustees, collectively.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.1 Spendthrift. Prior to the actual receipt of a distribution by any beneficiary, no property (income or principal) distributable under any trust hereunder shall be subject to anticipation or assignment by any beneficiary, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be absolutely and wholly void. This provision shall not limit the exercise of any power of appointment or disclaimer.

8.2 Additional Contributions. Any person shall have the right, from time to time, to grant, transfer or convey, either by inter vivos transfer or by Will, to the trustee such additional property as such person shall desire to become a part of the trusts hereby created and, subject to acceptance by the trustee, such

additional property shall be allocated to the trusts on the basis specified in the instrument by which such property is transferred, and shall thereafter be held, administered and distributed by the trustee in accordance with the provisions of this instrument. If the addition of property is made by Will, the trustee shall accept the statement of the personal representative that the assets delivered to the trustee constitute all of the property to which the trustee is entitled, without inquiring into the personal representative's administration or accounting.

8.3 Disclaimers. Any beneficiary of any trust hereunder shall have the right to disclaim any part or all of such beneficiary's interest in said trust. Said disclaimer may be effected through compliance with the requirements of the laws of any jurisdiction in which said trust may be administered. Alternatively, the trustee may act upon any written disclaimer of any interest, in whole or in part, in my estate or any trust arising under this instrument, provided any such written disclaimer is in compliance with Sections 2046 or 2518 of the Internal Revenue Code (whichever applies) and the valid regulations thereunder (each as may be amended). In the event any beneficiary is legally incapacitated or otherwise unable to act in his or her own behalf, the trustee may accept the disclaimer of the legal or natural guardian (or other authorized representative) of said beneficiary without the necessity of court approval.

8.4 Definitions. References in this instrument to "descendant" or "descendants" mean lawful lineal blood descendants of the first, second or any other degree of the ancestor designated; provided, however, that such references shall include, with respect to any provision of this instrument, descendants who have been conceived at any specific point in time relevant to such provision and who thereafter survive birth; and provided further that such references shall also include a child adopted while a minor (but not an adopted adult child) and such adopted minor child's lawful lineal descendants by blood or adoption. References in this instrument to the "generation-skipping tax" or to "generation-skipping taxes" are to the tax imposed by Chapter 13 of Subtitle B of the Internal Revenue Code. References in this instrument to various provisions of the "Internal Revenue Code" are to such designated provisions of the Internal Revenue Code of 1986, as amended, or any corresponding statute hereafter in effect.

8.5 Construction. The section headings used are for convenience only and shall not be resorted to for interpretation of this instrument. Wherever the context so requires, the masculine, feminine or neuter gender shall include the other two genders, the singular shall include the plural and the plural shall include the singular. No discretionary power to make principal distributions which is given a trustee who is also a beneficiary shall be construed by the trustee or others as a power exercisable by such trustee in other than a fiduciary capacity.

8.6 Governing Law. The law of the state in which the trust property shall from time to time have its situs for administration

shall govern the validity and interpretation of the provisions of this instrument.

IN WITNESS WHEREOF, I hereunto sign my name to this Declaration of Trust in the presence of the witnesses who shall hereafter subscribe their names hereto as attesting witnesses, this 5th day of February, 1992.

Kenneth Thurston Hurst
KENNETH THURSTON HURST

We certify that the above instrument was signed, declared and published by KENNETH THURSTON HURST as his Declaration of Trust in our presence of us, and that we, in his presence and in the presence of each other, have signed our names as witnesses thereto, believing the declarant to be of sound mind at the time of signing.

Mary Arjick residing at Naples, Florida

TINA L. LETA residing at NAPLES, FLORIDA

STATE OF FLORIDA
COUNTY OF COLLIER


We, the undersigned, being KENNETH THURSTON HURST and the witnesses, respectively, whose names are signed to the foregoing instrument, being first duly sworn, do hereby declare to the undersigned officer that KENNETH THURSTON HURST in the presence of the witnesses, signed the foregoing instrument and that he signed voluntarily and that each of the witnesses in the presence of KENNETH THURSTON HURST, at his request, and in the presence of each other signed the instrument as a witness, and that to the best of the knowledge of each witness, KENNETH THURSTON HURST was at the time eighteen or more years of age, of sound mind and under no constraint or undue influence.

Kenneth Thurston Hurst
KENNETH THURSTON HURST

Mary Arjick
Witness

Tina L. Leta
Witness

Subscribed, sworn and acknowledged before me by KENNETH THURSTON HURST and witnesses, on this 5th day of February, 1992.


Notary Public PHILIP M. FRANCOEUR,
My Commission Expires: #AA 594873

(S E A L)

Notary Public, State of Florida
My Commission Expires Sept. 12, 1992
Bonded Thru Tray Fain - Insurance Co.

LAST WILL AND TESTAMENT

OF

KENNETH THURSTON HURST

I, KENNETH THURSTON HURST, domiciled in Naples, Collier County, Florida, being of sound mind and memory, do hereby voluntarily revoke all Wills and Codicils by me heretofore made, and declare this to be my Last Will and Testament in the manner and form following:

ARTICLE I TAXES AND EXPENSES

My Personal Representative shall pay from the residue of my estate all expenses of my last illness and funeral, costs of administration including ancillary, costs of safeguarding and delivering devises, other proper charges against my estate, and estate and inheritance taxes assessed by reason of my death, except that the amount, if any, by which the estate and inheritance taxes shall be increased as a result of the inclusion of property in which I may have a qualifying income interest for life or over which I may have a power of appointment shall be paid by the person holding or receiving that property. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. I waive for my estate all rights of reimbursement for any payments made pursuant to this article.

My Personal Representative's selection of assets to be sold to make the foregoing payments or to satisfy any pecuniary devises, and the tax effects thereof, shall not be subject to question by any beneficiary.

My Personal Representative shall make such elections under the tax laws as my Personal Representative 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 my Personal Representative or by the Trustee.

ARTICLE II TANGIBLE PERSONAL PROPERTY

Section 2.01. I may leave a written, signed statement or list disposing of specific items of my tangible personal property. Any such statement or list in existence at the time of my death shall be determinative with respect to all items bequeathed thereon. In the event that my Personal Representative is unable to locate such statement or list within thirty (30) days after the probate of my Will, it shall be conclusively presumed that such statement or list does not exist, irrespective of whether such statement or list is later found.

Section 2.02. I give all the rest of my tangible personal property equally to ANDREW HOLMES and DEVON COTTRELL HOLMES.

ARTICLE III INSURANCE POLICIES

All of my insurance policies which provide indemnity for the loss of or damage to any of my property by fire, windstorm or other similar casualty (including any claim for the loss of or damage to any such property which I might have at the time of my death against any insurance company), I bequeath, respectively, to those persons who shall or would have become the owners of such properties by reason of my death, whether such ownership be acquired under the provisions of this Will, by survivorship or by other means.

ARTICLE IV PAUL BRUNTON REPRINT TRUST

All of the residue of my estate, wherever situated, including all of my right, title, and interest in and to contracts and agreements with any publishers, including accrued or future commissions and royalties with respect to my writings, journals, and publications, I devise to JEFFREY COX, EDWARD MCKEOWAN, and SUSAN L. M. CAMPBELL, as Trustees. The trust shall be designated the "PAUL BRUNTON REPRINT TRUST" and shall be held and disposed of as follows:

Section 4.01. PAUL BRUNTON PHILOSOPHIC FOUNDATION LOANS - When the PAUL BRUNTON PHILOSOPHIC FOUNDATION, 4936 Route 414, Burdett, New York 14818, (hereinafter called FOUNDATION) seeks funding from the Trustees hereinabove named for the purpose of reprinting those books (16) by Paul Brunton and one by Kenneth T. Hurst for which the FOUNDATION has the exclusive publishing rights (as listed below), the Trustees will require 3 bids for each reprint:

1. Perspectives
2. The Quest
3. Practices for the Quest/Relax and Retreat
4. Part 1 Meditation, Part 2 The Body, Meditation/Body
5. Emotions & Ethics/The Intellect
6. The Ego/From Birth to Rebirth, The Ego (Imperfect)
7. Healing of the Self/The Negatives
8. Reflections on My Life and Writings
9. Human Experience/The Arts in Culture
10. The Orient, The Orient (Imperfect)
11. The Sensitives
12. Religious Urge/Reverential Life
13. Relativity, Philosophy and Mind
14. Inspiration and the Overself
15. Advanced Contemplation/The Peace Within You
16. Enlightened Mind/Divine Mind
17. Paul Brunton: A Personal View (by Kenneth T. Hurst)

Upon receipt of the 3 bids and an approval and selection of one bid by the Trustees, a reprint order shall be issued to the FOUNDATION, which will then send the "printer's bill" to the Trustees. The Trustees will then pay the printer's bill direct out of income and principal.

As the reprinted title is sold, the FOUNDATION shall reimburse the Trustees quarterly for the actual manufacturing cost for each copy sold.

Section 4.02 S. WEISER, INC. LOANS - In the event that S.

WEISER, INC. (hereinafter called WEISER) seeks funding to reprint those books of Paul Brunton to which WEISER has received the exclusive North American publishing rights (as listed below), WEISER shall be subject to the same terms outlined in Section 4.01 above:

1. A Search in Secret India
2. The Secret Path
3. A Search in Secret Egypt
4. A Hermit in the Himalayas
5. The Quest of the Overself
6. Discover Yourself (also published as: The Inner Reality)
7. The Hidden Teaching Beyond Yoga
8. The Wisdom of the Overself
9. The Spiritual Crisis of Man
10. Essays on the Quest

Section 4.03 If funds in excess of those required to reprint 12 books at any one time are available, the Trustees may use such funds for the following purposes:

(a) to purchase titles from the FOUNDATION at a 50% discount for the Paul Brunton World Library Project.

(b) to provide an index to the "Notebook Series".

ARTICLE V TRUST PROVISIONS AND TRUSTEE POWERS

The following provisions shall apply to each trust created under this Will:

Section 5.01: POWERS - The Trustee shall hold, manage, care for and protect the trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

(a) To retain any property originally constituting the trust or subsequently added thereto, although not of a type, quality or diversification considered proper for trust investments;

(b) To invest and reinvest the trust property in bonds, stocks, mortgages, notes or other property of any kind, real or personal, suitable for the investment of trust funds;

(c) To cause any property, real or personal, belonging to the trust to be held or registered in the Trustee's name or in the name of a nominee or in such other form as the Trustee deems best without disclosing the trust relationship;

(d) To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the Trustee's possession of voting discretion would subject the issuing company of the Co-Trustees to any law, rule or regulation adversely affecting either the company of the Trustee's ability to retain or vote company securities, shall be voted as directed by the beneficiaries then entitled to receive or have the benefit of the income from the trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor.

(e) To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;

(f) To borrow money from any lender, including a trustee hereunder individually, extend or renew any existing indebtedness and mortgages or pledge any property in the trust;

(g) To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property and any reinvestments thereof from time to time for such price and such terms as the Trustee sees fit;

(h) To employ agents, attorneys and proxies and to delegate to them such powers as the Trustee considers desirable;

(i) To compromise, contest, prosecute or abandon claims in favor of or against the trust;

(j) To establish out of income and credit to principal reasonable reserves for depletion, but reserves for depletion shall not be established except to the extent that the Trustee determines

that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement or replacement of trust property which the Trustee deems advisable;

(k) 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 best, 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 which might result therefrom; the insurance shall not take notice of the provisions of this Will 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;

(l) To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges;

(m) To retain any business interest, as shareholder, security holder, creditor, partner, proprietor or otherwise, even though it may constitute all or a large portion of the trust estate; to participate in the management and conduct of any business to the same extent as could an individual owner of any business; to vote the stock of any business interest and to determine all questions of policy; to execute partnership or other organizational agreements and amendments; to participate in any incorporation, reorganization, merger, consolidation, recapitalization, liquidation or dissolution of any business or any change in its nature; to invest additional capital in any business by subscribing to or purchasing additional stock or securities of any business, or by making secured or subordinated loans to any business with trust funds; to elect or employ as directors, officers, employees or agents of any business such person (including a trustee or a director, officer or agent of a trustee) as are necessary and at such compensation as is appropriate; to rely upon the reports of certified public

accountants as to the operations and financial condition of any business, without independent investigation; and to sell or liquidate any interest in any business. Any business interest may be retained and continued without liability for any loss and without application to any court.

Section 5.02. COMPENSATION OF TRUSTEE - The Trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the trust. There shall be no compensation paid to Trustees beyond the abovesited reimbursement.

Section 5.03. TRUST TERMINATION - A trustee may in his discrimination terminate and distribute any trust hereunder if the trustee determines that the costs of continuance thereof will substantially impair accomplishment of the purposes of the trust. The trustee shall terminate and forthwith distribute any trust created hereby. Distribution under this section shall be made to the FOUNDATION, or in the event of its nonexistence at time of distribution, to WISDOM'S GOLDENROD CENTER, a non-profit foundation, 5801 Route 414, Valois, NY 14888. In the event of the nonexistence of WISDOM'S GOLDENROD CENTER, at time of distribution, then distribution under this section shall be made to the Philosophy Department of CORNELL UNIVERSITY, Ithaca, New York.

Section 5.04: TRUSTEE SUCCESSION - In the event of the death, resignation, or inability of one of the three original Trustees, then ANDREW HOLMES shall serve as successor trustee. In case of the resignation, refusal or inability to act of a second Trustee, then DEVON COTTRELL HOLMES shall serve as successor trustee. In the event of the death, resignation or inability of additional trustees, then the surviving trustees shall appoint successor trustees to serve. In the event of the failure to appoint successor trustees, the trust shall be terminated and the trust corpus shall be distributed as set forth in Section 5.03 above.

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.

No trustee whenever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court. No statute with respect to underproductive property shall apply to any trust under this Will.

Section 5.05: TRUSTEE FOR OUT-OF-STATE PROPERTY - If for any reason the Trustee is unwilling or unable to act as trustee as to any property which shall be subject to administration in any jurisdiction, such person or qualified corporation as the trustee from time to time designates in writing shall act as substitute trustee as to the property. Each substitute trustee so acting shall exercise the powers granted by this instrument only upon the direction of the Trustee appointed under this Will. Any person or corporation so acting as trustee may resign at any time by written notice to the remaining Trustee. The net income and the proceeds from the sale of any part or all of the property shall be remitted to the Trustee to be administered under this instrument.

ARTICLE VI PERSONAL REPRESENTATIVE AND POWERS

Section 6.01. APPOINTMENT OF PERSONAL REPRESENTATIVE - I appoint FLEET/NORSTAR TRUST COMPANY OF FLORIDA NA, as Personal Representative of this my Last Will and Testament.

Section 6.02. POWERS - I direct that my Personal Representative be allowed to serve without bond and I give it as my Personal Representative and any successors the continuing discretionary power to deal with any property held in the estate as freely as I might in the handling of my own affairs. Such power may be exercised independently and without prior or subsequent approval of any court or judicial authority. I grant my Personal Representative all of the powers that are allowed by the laws of the State of Florida, as fully and completely as if said powers were set forth herein. Without limiting the above in any way, I grant my Personal Representative all the powers granted to my Trustee including the full power of sale, to sell, assign, and

convey any asset of my estate, real or personal on such terms as the Personal Representative may deem best without the necessity of obtaining any court approval or authorization thereof. My Personal Representative shall be entitled to reasonable compensation for its services in accordance with its schedule of fees in effect from time to time.

ARTICLE VII DEFINITIONS

Section 7.01 Tangible personal property shall include, but is not limited to, household goods, furniture, furnishings, clothing, automobiles, boats, books, objects of art, club membership and articles of personal or household use or adornment. Tangible personal property shall not include cash or books, papers and documents whose chief value is as evidence of intangible property rights such as bank books, stock certificates, promissory notes, insurance policies and the like.

Section 7.02 TRUSTEE - The term "trustee" shall include co-trustees, individual trustee, and institutional trustee.

ARTICLE VIII BURIAL AND FUNERAL ARRANGEMENTS

I hereby direct that my remains be cremated in accordance with prior arrangements heretofore made by me with the NATIONAL CREMATION SOCIETY, 3100 First Avenue North, St. Petersburg, Florida 33713, and which services have been prepaid.

I hereby direct that funeral services be made at the UNITY CHURCH OF NAPLES, 2000 Davis Road, Naples, Florida and performed by its pastor.

IN WITNESS WHEREOF, I have signed this Will, consisting of 10 pages, the following page included, and for the purpose of identification have placed my initials at the foot of each preceding page, this 27th day of March, 1992.

Kenneth Thurston Hurst
KENNETH THURSTON HURST

We certify that the above instrument was on the date thereof signed and declared by KENNETH THURSTON HURST as his Will in our presence and we, in his presence and in the presence of each other, have signed our names as witnesses thereto, believing him to be of sound mind at the time of signing.

Mary Orzech residing at Naples, Florida.

Lisa M. Alyre residing at Naples, Florida.

STATE OF FLORIDA
COUNTY OF COLLIER

We, the undersigned, being the Testator and the witnesses respectively whose names are signed to the foregoing instrument, having been duly sworn, do hereby declare to the undersigned officer that the Testator, in the presence of the witnesses, signed this instrument as his Last Will, that he signed voluntarily, and that each of the witnesses, in the presence of the Testator and in the presence of each other, signed the Will as a witness.

Kenneth Thurston Hurst
KENNETH THURSTON HURST

Mary Orzech
WITNESS

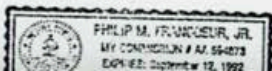
Lisa M. Alyre
WITNESS

SUBSCRIBED AND SWORN to before me by KENNETH THURSTON HURST, the Testator, and by each of the above named witnesses on the 27th day of March 19 92.

(S E A L)

Philip M. Francoeur, Jr.
NOTARY PUBLIC

My Commission Expires:



FIRST CODICIL TO LAST WILL AND TESTAMENT
OF
KENNETH THURSTON HURST

I, KENNETH THURSTON HURST, a resident of the City of Naples, County of Collier, and State of Florida, being of sound mind and disposing memory do hereby make, publish, and declare this to be the First Codicil to the Last Will and Testament executed by me on the 27th day of March, 1992 in the presence of Mary Anzicek and Lisa M. Calyore.

Paragraph 4.03 of my Will is amended by adding the following language:

(c) Books authorized and self-published by Kenneth T. Hurst, including but not limited to, "Live Life First Class!" and "Living The Good Life".

In all other respects I ratify and confirm all of the terms and provisions of my said Last Will and Testament dated the 9th day of March, 1992.

IN WITNESS WHEREOF, I, KENNETH THURSTON HURST, the said Testator, herewith set my hand to this, the First Codicil to my Last Will and Testament.

Kenneth Thurston Hurst
KENNETH THURSTON HURST

The foregoing instrument was on this date written, signed, published and declared to be the First Codicil to the Last Will and Testament of KENNETH THURSTON HURST, in the presence of us, who at his request, in his presence and in the presence of each other, have subscribed our names as attesting witnesses thereto.

Mary Anzicek residing at Naples, Florida

INA L LEM residing at NAPLES FLORIDA

STATE OF FLORIDA
COUNTY OF COLLIER

We, the undersigned, being the Testator and the witnesses respectively, whose names are signed to the foregoing instrument, being first duly sworn, do hereby declare to the undersigned officer that the Testator, in the presence of the witnesses, signed this instrument as his First Codicil to his Last Will and Testament dated 27th day of March, 1992, and that he signed voluntarily and that each of the witnesses in the presence of the Testator at his request, and in the presence of each other, signed the First Codicil as a witness and that to the best of the knowledge of each witness, the Testator was at that time of sound mind and under no constraint or undue influence.

Kenneth Thurston Hurst
KENNETH THURSTON HURST

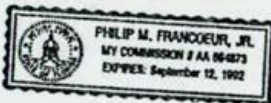
Mary Arjcek
WITNESS

Tina L. Leto
WITNESS

Subscribed and acknowledged before me by KENNETH THURSTON HURST, the Testator, and the witnesses, on the 13th day of April, 1992.

Philip M. Francoeur, Jr.
Notary Public
My Commission Expires:

(S E A L)



3-15-93

KENNETH THURSTON HURST

359 BAY FOREST DRIVE

NAPLES, FLORIDA 33963

Mr Donald B. McCahey
Fleet Trust Co. of Florida

Dear Don - I'm not sure if I gave you the
addresses of the three Trustees named in
my Will on page 2. They are:

Mr Jeffrey Cox (Chief Trustee)
26 Spruce Lane,
Ithaca, NY 14856 Tel: (607) 257-1715

OFFICE: SNOW HON PUBLICATIONS
120 W. State St.
Ithaca, NY 14850 Tel: (607) 273-8506

Mr. Ed McKeown
530 Hudson St.
Ithaca, NY 14850 Tel: (607) 272-4804

Mrs. Susan Campbell
P.O. Box 26
HECTOR, NY 14841 Tel: (607) 546-8308

Thank you, Don -

Yours truly,
Kew

KENNETH THURSTON HURST

359 BAY FOREST DRIVE

NAPLES, FLORIDA 33963

Copy for Jeff

May 1, 1992
Naples, Florida

To:

The Attorney General
State of New York
Albany, N.Y

Re: The Paul Brunton Philosophic Foundation
4936 Route 414, Burdett, NY 14815

Sir:


Because the above non-profit organization (501-3-C) is chartered under the laws of New York State, I send you enclosed a copy of my last will (dated 2-5-92) which names the PBF as my main beneficiary, subject to certain terms which are spelled out therein.

Yours very truly,
Kenneth Thurston Hurst

STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to me this 1st day of
May, 1992

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: SEPT. 18, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.


Violet Friend-Notary Public