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CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

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Rec. + Return to:

✓ This Instrument Prepared By:
John D. Dumbaugh, Esquire
Syprett, Meshad, Resnick & Lieb
1900 Ringling Blvd.
Sarasota, FL 34236
Rec: \$ 52.50

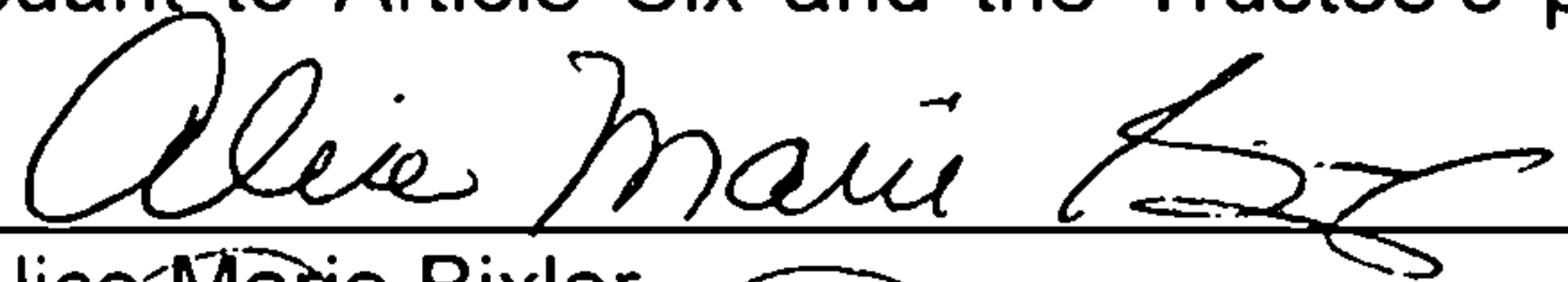
TRUST AFFIDAVIT

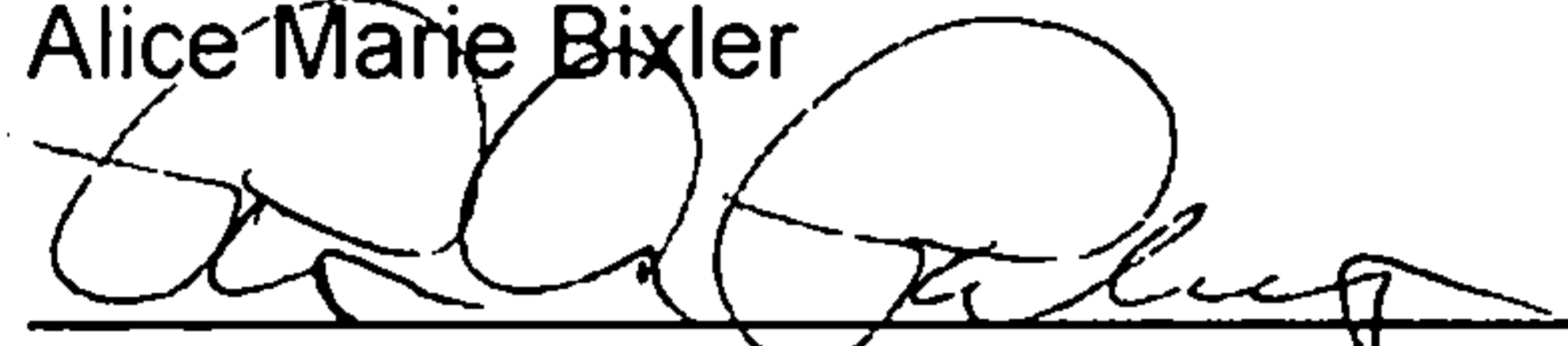
STATE OF FLORIDA
COUNTY OF SARASOTA



BEFORE ME, the undersigned authority, personally appeared **Alice Marie Bixler and Robert A. Poneleit**, who, after being duly sworn, deposes and says:

1. On January 14th, 1998, Albert C. Poneleit, Grantor, entered into a Trust Agreement known as the Albert C. Poneleit Revocable Trust, the successor Co-Trustees of which are Alice Marie Bixler and Robert A. Poneleit.
2. The Successor Co-Trustees hereby confirm that the attached are true and correct copies of portions from the above-described Trust Agreement demonstrating creation and trust powers and their succession to trusteeship after death of the Grantor on August 11, 2010.
3. The Successor Co-Trustees hereby confirm that the Trust Agreement is in full force and effect and has not been amended, and the successor co-Trustees are exercising full trustee powers pursuant to Article Six and the Trustee's powers have not been amended.




Alice Marie Bixler


Robert A. Poneleit

The foregoing instrument was acknowledged before me by Alice Marie Bixler and Robert A. Poneleit, who are personally known to me ~~or who has/have produced~~ as identification.

Witness my hand and official seal this 8th day of ~~August~~ Sept., 2010.

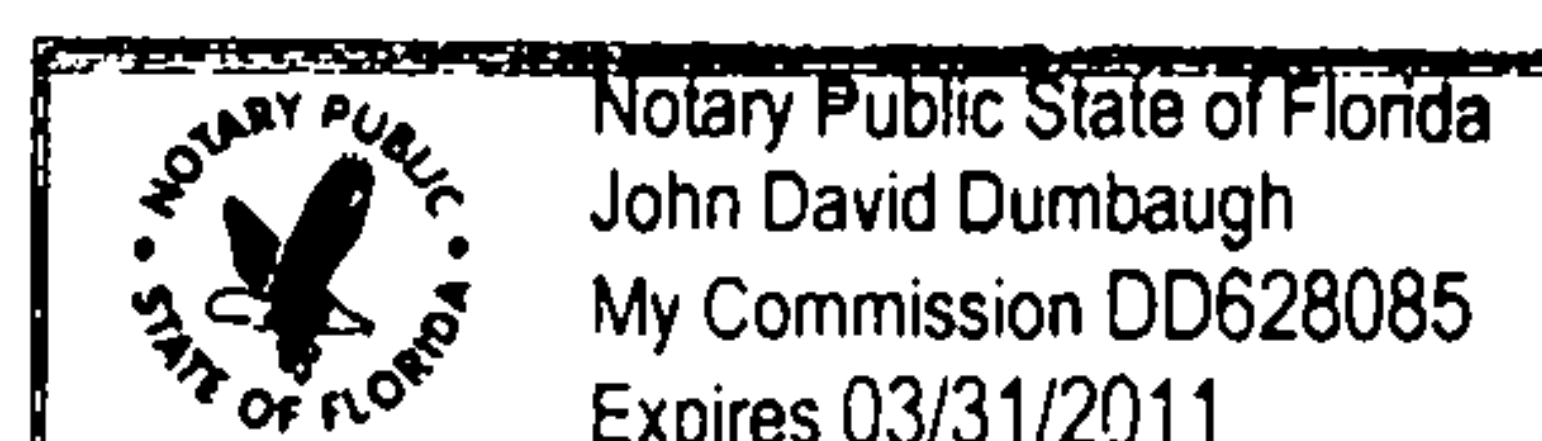


Notary Public
Name: _____
Commission No. _____

My Commission Expires:

(Seal)

473565-v1



ALBERT C. PONELEIT REVOCABLE TRUST
TRUST AGREEMENT

THIS AGREEMENT is made this 14th day of January, 1998, by and between ALBERT C. PONELEIT, an individual residing in Sarasota County, Florida (hereinafter referred to as "Settlor"), and ALBERT C. PONELEIT, an individual residing in Sarasota County, Florida (hereinafter referred to as "Trustee").

WITNESSETH:

WHEREAS, Settlor is desirous of establishing a trust for certain beneficiaries named herein; and

WHEREAS, Settlor has transferred and delivered to Trustee all of the property described on Schedule A attached hereto and made a part hereof, the receipt of which is hereby acknowledged by Trustee. Such property, together with any other property that may later become subject hereto, shall constitute the trust estate, and shall be held, administered and distributed by Trustee as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and intending to be legally bound hereby, it is agreed as follows:

ARTICLE I
FORMATION

Section 1.1 Name; Place of Administration. The name of the trust shall be the ALBERT C. PONELEIT REVOCABLE TRUST (hereinafter referred to as the "Trust"). The principal place of administration of the Trust shall be Trustee's usual place of business where the Trust records are maintained, or, if Trustee has no such place of business, Trustee's residence. Trustee may change the place of administration of the Trust and transact business within or without the State of Florida, all as it shall from time to time determine.

Section 1.2 Purpose. The purpose for which the Trust is initially formed shall be to hold and administer the Trust property for the beneficiaries hereinafter described.

Section 1.3 Commencement and Duration. The Trust's existence shall commence upon the date first above written and shall continue until terminated according to the further terms and conditions hereof or until terminated according to law.

Section 1.4 Property. Settlor, having certain assets as hereinabove described, does hereby grant, transfer, convey, assign and deliver all of such assets to Trustee in Trust, and Trustee does hereby accept such assets under the terms and conditions of this Trust. The Trust assets shall consist of the foregoing and such other assets as Settlor may, from time to time, similarly

but the term "Death Taxes" shall not include any of such taxes attributable to property over which Settlor may have a power of appointment, which power was given by someone other than Settlor, or any generation-skipping tax with respect to property as to which Settlor shall be the deemed transferor, or any interest or penalties on any of the same. All Death Taxes of Settlor may, in the sole discretion of Successor Trustee, be paid, in whole or in part, by the Trustee from the Remainder Trust assets.

ARTICLE V APPOINTMENT OF TRUSTEE

Section 5.1 Designation of Trustee. The person, persons, entity or entities executing this instrument as Trustee acting jointly shall be the initial Trustee of each Trust and fund created hereunder. Notwithstanding any contrary provision contained herein, at least one (1) of Trustees hereunder shall at all times be and remain an "Independent Trustee" as that term and concept is used and understood under the Internal Revenue Code of 1986, as amended.

Section 5.2 Resignation of Trustee. Trustee may resign at any time by sending a notice of its intention to do so by registered mail to each of Settlor and the beneficiaries (or to their guardians, conservators, or other fiduciaries of the estates of any minor or incompetent beneficiaries) at his or her address last known to Trustee. Such resignation shall become effective thirty (30) days after the mailing of such notices.

Section 5.3 Successor Trustees. On the resignation, removal, incompetency, or death of the original Trustee, ALICE MARIE BIXLER and ROBERT A. PONELEIT shall become the successor Trustees on written acceptance of the duties of Trustee hereunder. On the resignation of the successor Trustee, those to whom notice of resignation is to be given shall designate a successor Trustee by written notice to the resigning Trustee within thirty (30) days after receipt of said notice of resignation. If a successor Trustee shall not be so designated, the resigning Trustee shall have the right to appoint a successor trustee, or the resigning Trustee may secure the appointment of a successor Trustee by a court of competent jurisdiction, at the expense of the Trust estate. The resigning Trustee shall transfer and deliver to the successor Trustee the then entire Trust estate and shall thereupon be discharged as Trustee of this Trust and shall have no further powers, discretions, rights, obligations, or duties with reference to the Trust estate and all such powers, discretions, rights, obligations, and duties of the resigning Trustee shall inure to and be binding on such successor Trustee. Every successor Trustee shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its predecessor Trustee.

ARTICLE VI
ADMINISTRATION BY TRUSTEE

Section 6.1 Powers of Trustee. Trustee shall have the power to perform every act that a prudent trustee would perform in a fiduciary capacity for the purposes of the Trust, without court authorization, and in accordance with Chapter 737, Florida Statutes and other applicable law.

(a) Specific Powers. By way of illustration but not limitation, Trustee shall have and may exercise the following powers:

(1) To collect, hold, and retain Trust assets received from Settlor until disposition of the assets should be made. The assets may be retained even though they include an asset in which Trustee is personally interested;

(2) To hold without liability, other than that involved in holding property legal for investment of trust funds, any and all property received from or through Settlor of the Trust, whether or not permissible for investment of funds of the Trust, and any property lawfully coming into the hands of Trustee instead of or in substitution therefor, including the power to exchange capital stock of any bank or trust company, including capital stock of a corporate Trustee, for capital stock in any registered bank holding company if the bank holding company is subject to the provisions of 12 U.S.C. ss. 1841 et seq., as amended, commonly known as the Bank Holding Company Act of 1956. This provision shall not be construed to cover reinvestments of cash made by Trustee except the purchase of fractional shares and the exercise of rights acquired in the exchange;

(3) To receive additions to the assets of the Trust;

(4) To continue or participate in the operation of any business or other enterprise and to effect incorporation, dissolution, or other change in the form of the organization of the business or enterprise;

(5) To acquire an undivided interest in a Trust asset in which Trustee holds an undivided interest in any Trust capacity;

(6) To loan, reloan, invest and reinvest Trust assets in accordance with the provisions of the Trust or as provided by law;

(7) If a bank, to deposit trust funds in another department of the same entity or in a bank that is affiliated with Trustee bank;

(8) To acquire or dispose of an asset for cash or on credit at a public or private sale; to manage, develop, improve, exchange, partition, change the character of, or abandon a Trust asset or any

jurisdiction, but also persons for whom a guardian or conservator or other fiduciary of the person or estate or both shall have been appointed by a court of competent jurisdiction.

Section 7.8 Adopted Persons. A relationship by adoption shall to the extent provided by law be treated the same for all purposes as a relationship by the whole blood.

Section 7.9 Captions. Captions and headings have been inserted herein for convenience of reference only and not as an aid in interpretation or construction and, accordingly, they shall not be used in the interpretation or construction hereof.

Section 7.10 Number and Gender. Whenever used herein, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be applicable to any other gender or to all genders.

Section 7.11 Governing Law. Each trust and fund created hereunder shall be administered and construed in all respects in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this instrument the day, month and year first above written.

WITNESSES:

Samuel L. Keller
John D. Ombay
As to Settlor

SETTLOR:

Albert C. Poneleit
ALBERT C. PONELEIT

TRUSTEE:

Samuel L. Keller
John D. Ombay
As to Trustee

Albert C. Poneleit
ALBERT C. PONELEIT

ACKNOWLEDGEMENTS

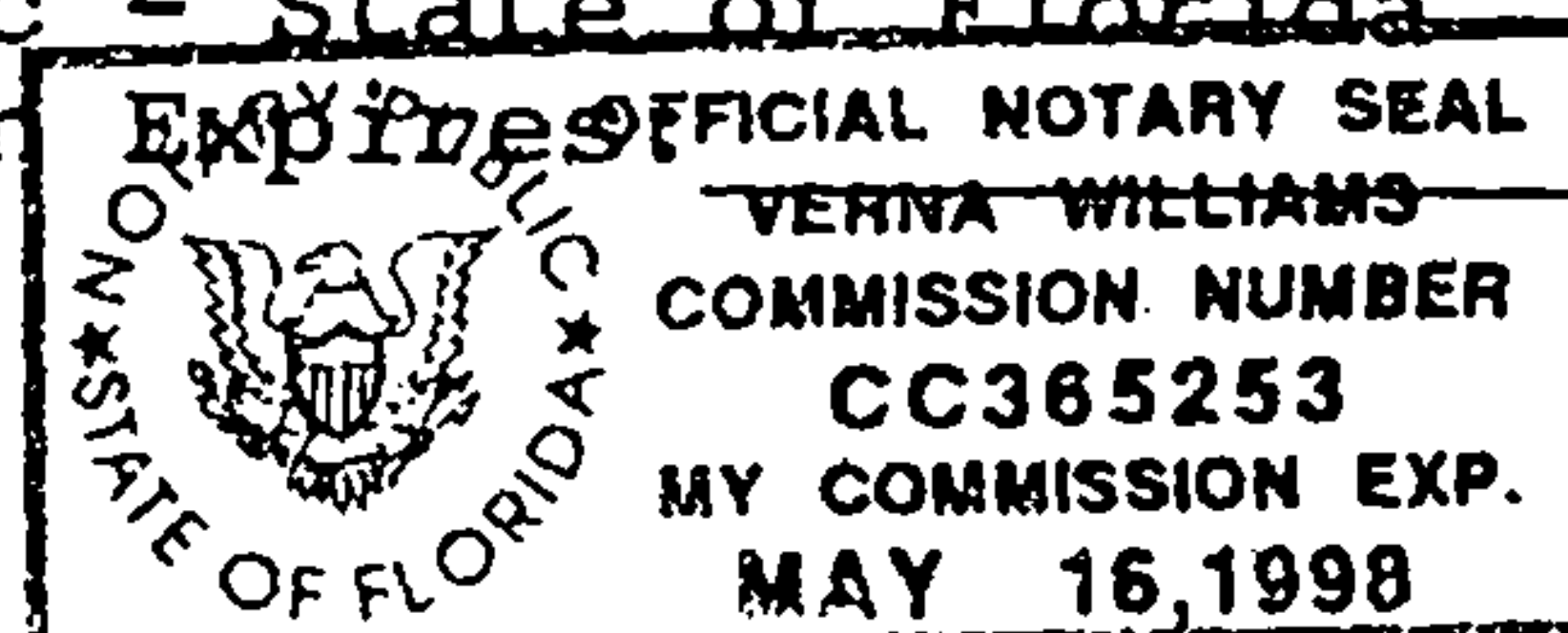
STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ALBERT C. PONELEIT, to me known to be the person described in or produced personally known as identification, and who executed the foregoing instrument and acknowledged before me that said person executed the same.

WITNESS my hand and official seal in the County and State last
aforesaid this 14th day of January, 1998.

Verna Williams
Notary Public - State of Florida
My Commission Expires: May 16, 1998

STATE OF FLORIDA
COUNTY OF SARASOTA



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