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ALPHON L. CORNET

REVOCABLE TRUST

FILED

MAR 1 1993

David M. Anton
AUDITOR LAKE COUNTY

MADE ON THIS 6th day of August, 1987, between ALPHON L. CORNET as Grantor, hereinafter called Grantor, of Pinellas County, Florida, and ALPHON L. CORNET, as Trustee. This instrument, as from time to time amended, shall be designated ALPHON L. CORNET TRUST dated August 6th, 1987.

STATE OF INDIANA/S.S.NO.
LAKE COUNTY
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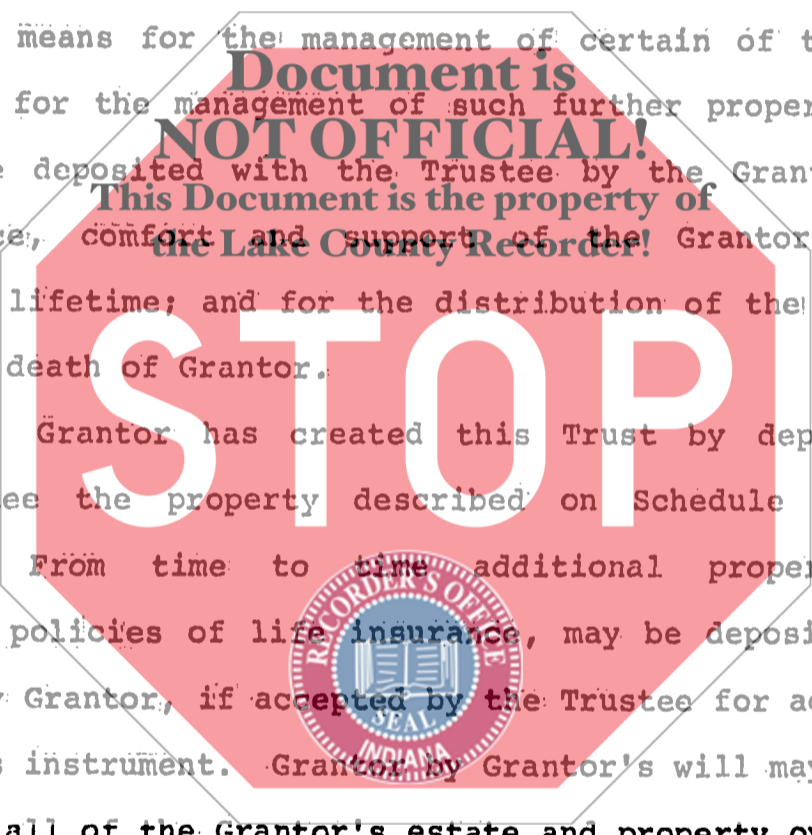
Item 1. Statement of Purpose; Beneficiaries

A. The Grantor has established this trust in order to: provide a means for the management of certain of the Grantor's property; for the management of such further property interests as may be deposited with the Trustee by the Grantor; for the maintenance, comfort and support of the Grantor during the Grantor's lifetime; and for the distribution of the Trust assets after the death of Grantor.

B. Grantor has created this Trust by depositing with the Trustee the property described on Schedule A, which is annexed. From time to time additional property, perhaps including policies of life insurance, may be deposited with the Trustee by Grantor, if accepted by the Trustee for administration under this instrument. Grantor by Grantor's will may direct that a part or all of the Grantor's estate and property over which the Grantor has a power of appointment shall be delivered to the Trustee for administration by it under this agreement. The Grantor may transfer by instrument made payable upon Grantor's death additional assets to the Trustee.

Item 2. Appointment of Trustee.

ALPHON L. CORNET shall be appointed as the initial Trustee under this Revocable Trust. Upon the death of ALPHON L. CORNET, his resignation, or in the event that he shall become disabled or incapacitated, physically or mentally, as determined by two (2) medical doctors, then the FIRST NATIONAL BANK OF CLEARWATER, shall be appointed successor Trustee.



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Item 3. Receipt and Covenants of Trustee

A. Trustee shall acknowledge receipt of the property described in Schedule A.

B. Trustee will manage, invest, and reinvest the property described in Schedule A and will hold the policies of life insurance deposited with Trustee, and will receive, manage, invest, and reinvest their proceeds and will hold, manage, invest, and reinvest such additional property as may be deposited with Trustee and accepted by it, and all of the proceeds of that property, upon the uses and for the purposes hereinafter set forth.

Item 4. Lifetime Reservations by Grantor

A. During the Grantor's lifetime, the Grantor shall have the right, to be exercised from time to time by a writing or writings signed and acknowledged by the Grantor:

(1) To revoke this instrument entirely and to receive from the Trustee all the Trust property remaining after making payment or provision for payment of all expenses connected with the administration of this Trust.

(2) From time to time, to amend this instrument in any and every particular, provided, however, that the duties, responsibilities and rate of compensation of the Trustee, shall not be changed without the written consent of the Trustee.

(3) From time to time, to change the identity or number, or both, of the Trustee.

(4) From time to time, to withdraw from the operations of this Trust any part or all of the Trust property.

B. The rights of revocation and modification provided under this clause may be exercised by the Grantor unless the Grantor is adjudicated incompetent or in the judgment of two medical doctors, the Grantor shall be incapable of managing the Grantor's own affairs because of illness or for any other reason at the time such rights are exercised.

C. Neither the conservator, nor the guardian of the Grantor, nor any person other than the Grantor may exercise any

of the rights reserved to the Grantor by the provisions of this item.

D. Upon written request by the Grantor, the Trustee will assent to or join in the execution of any instrument presented to it by the Grantor and designed to enable the Grantor to exercise any of the rights reserved by the provisions of this item.

Item 5. Beneficiaries

A. During the lifetime of the Grantor, except during any period of the Grantor's adjudicated incompetency or during any period that in the judgment of two medical doctors the Grantor shall be incapable of managing the Grantor's own affairs because of prolonged illnesses or for any other reason, the Trustee shall pay over to the Grantor, or to the Grantor's written order, whatever part or parts or all of the income and of the principal of the Trust fund that the Grantor shall direct from time to time and in writing. Until the Grantor shall direct otherwise, all of the income of the Trust shall be distributed to the Grantor monthly or in such other convenient installments as the Grantor may request in writing from time to time.

B. If in the judgment of two medical doctors, the Grantor shall be incapable of managing the Grantor's own affairs because of prolonged illnesses or for any other reason, then during all those periods and during all periods of the Grantor's adjudicated incompetency, the Trustee may use, apply or expend, for the direct or indirect benefit of the Grantor, whatever part or parts or all of the income and principal, or both, of the Trust fund that the Trustee shall deem best for the welfare of the Grantor considering the standard of living to which Grantor is accustomed at the time of distribution.

Item 6. Dispositive Provisions After the Death of ALPHON L. CORNET.

After the death of ALPHON L. CORNET, the Trustee shall distribute the Trust assets as follows and thereafter this Trust shall terminate:

A. All right, title and beneficial interest to and under a Trust Agreement dated the 14th day of January, 1966 and known as Gary National Bank, Gary, Indiana Trust Number P-4035 including all interest in the property held subject to said trust and any real or tangible personal property of the Grantor's in the State of Indiana or any other beneficial interest in any other trust holding such assets to Grantor's son, ALPHON L. CORNET, JR. In the event Grantor's son, ALPHON L. CORNET, JR., shall predecease Grantor then the Trustee shall distribute these assets to Grantor's son's living children in equal shares.

B. All the remainder of the trust assets to Grantor's daughter, CAROLYN DeSMITH. In the event Grantor's daughter, CAROLYN DeSMITH, shall predecease Grantor then the Trustee shall distribute these assets to Grantor's daughter's living children in equal shares. **Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!**

Item 7. Provisions Relating to Trusteeship

A. Grantor waives compliance with any law requiring qualification of Trustee or registration of trusts, or administration or accounting by Trustee under the supervision of any court. Instead, Trustee shall furnish not less frequently than annually an accounting to each beneficiary who is entitled to receive current distributions of income whether or not distributed, and whether or not the distribution is discretionary. Any person entitled to receive an accounting, or a person legally entitled to act for such person, shall state in writing their objections to an accounting and deliver the objections to the Trustee within six (6) months after receipt of a copy of the accounting. Failure to object in this manner shall constitute a waiver of objections.

B. The Trustee shall receive reasonable compensation for its services in accordance with the current fee schedule of the Trustee.

C. The Trustee shall have the right to resign at any time upon giving all of the income beneficiaries thirty (30) days notice prior to the effective date of the resignation. In the

event it is necessary to appoint a new Trustee due to the resignation, then the beneficiaries entitled to receive income or principal from the Trust at that time shall be entitled to appoint the new Trustee.

D. The Trustee shall have the sole responsibility for the custody and safekeeping of all trust assets, for the collection of principal and income, for the keeping of adequate records and accounts, and for the filing of all tax returns.

Item 8. Trustee's Powers and Directions

The Trustee, and its successors and parties serving in its stead, shall be governed by the provisions of Section 737.402 and Chapter 738, Florida Statutes, as from time to time amended, that are not in conflict with this instrument, and shall have all additional powers and protection granted by statute to the Trustee at the time of application that are not in conflict with this instrument. In addition, and not in limitation of any common law or statutory authority, and without application to any Court, the Trustee and its successors and parties serving in its stead also shall have the powers and responsibilities described below, to be exercised in their absolute discretion until distribution of the trust created under this instrument, and shall observe the instructions hereafter given.

(1) Regarding real and personal property, for the purpose of obtaining funds for payment of taxes, claims and the cost of administration of the Grantor's probate estate and for making distributions, conversion into cash, management of the property and for every other proper purpose, Trustee may acquire, obtain, invest, reinvest, exchange, lease, sell, borrow, mortgage, pledge, transfer and convey in such a manner and on such terms without limit as to time as it may deem advisable, even for terms beyond the expected term of any trust, and no purchaser or lender shall be liable to see to the propriety of the transaction or to the application of the proceeds. Provided, unless prudent investment practices would dictate otherwise, Grantor directs, to the extent possible, that Grantor's trustee

Grantor's Trustee retain, in kind, those investments which Grantor owns at the time of Grantor's death, including the beneficial or outright interest that Grantor has in any real estate located in the State of Indiana or any other State.

(2) Distributions of income from the trust created under this instrument, except discretionary distributions, shall be made not less frequently than quarterly.

(3) To disclaim a power that Trustee considers to be burdensome, unnecessary or unwise.

(4) To pay all or any portion of the Trustee's compensation and expenses out of income or principal and to accumulate income for this purpose.

(5) To determine what is net income for all purposes related to payment to or use, expenditure or application for the beneficiaries under a trust, to set aside and keep on hand whatever reserves it shall deem wise for a fiscal year of the Trust for expenses during that and the succeeding fiscal year, including reasonable compensation for the Trustee, and to provide for fluctuations in gross income within a fiscal year. This determination shall be final and binding upon all persons. Income received by a Trust from another trust shall be treated as income.

(6) Discretionary distributions of the principal of the trust may be made from time to time to or for the direct or indirect benefit of a beneficiary to whom distributions of income may be made, whether or not distributed, and even though it results in exhausting the principal of the trust. The distributions shall be in such amounts as in the discretion of the Trustee shall be necessary or desirable for reasonable support and maintenance of the beneficiary in good health, and for the welfare of the beneficiary, taking into consideration the standard of living to which the beneficiary was accustomed at the time of distribution. That discretion shall be exercised after taking into consideration all other income and cash resources known to the Trustee that are available to the beneficiary for these purposes.

(7) Trustee is authorized to exercise any stock options which are exercisable by the Trustee if in Trustee's opinion that action will be beneficial to the trusts. The Trustee is authorized to borrow money on such terms as it considers proper for the purpose of obtaining funds necessary to exercise those stock options, and to give as security for the loan or loans any part of the estate or trust assets for which this power is exercised.

(8) In the event that the Trust assets shall be reduced to the sum of Thirty Thousand Dollars (\$30,000.00) or less, then the trust shall terminate and the Trustee shall distribute the then remaining Trust estate to the income beneficiary or beneficiaries in equal shares.

(9) All principal and income shall, until distribution to the beneficiaries, be free of the debts, contracts, alienations and anticipations of any beneficiary, and the same shall not be liable to any levy, attachment, execution or sequestration while in possession of the Trustee.

Item 9. Substitute Trustee not Accountable for Prior Trustee

In the event that it is necessary to appoint a substitute Trustee, the substitute Trustee shall not be accountable for any of the actions or omissions of the prior Trustee.

Item 10. Direction to Trustee to Pay Tax and Expenses

The Trustee shall pay all funeral expenses, costs of administration, including ancillary, costs of safeguarding and delivering divises, and other proper charges against the Grantor's estate or Grantor's trust. The Trustee shall pay from the residue of the Grantor's trust after Grantor's death all estate and inheritance tax assessed by reason of the Grantor's death. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. The Grantor does hereby waive for Grantor's estate and for the Trust all rights of reimbursement for any payments made pursuant to this article or based on any party's claim of apportionment of expenses or

assets. The Trustee's selection of assets to be sold, if necessary, to make the forgoing payments or to satisfy any distribution and the tax effects thereof shall not be subject to question by any beneficiary.

Item 11. Bond Waived

No Trustee nor any duly appointed successor shall be required to file a bond or furnish surety at any time.

Item 12. Trustee Authority

A certificate signed by the Trustee under this instrument and acknowledged by the 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, including the appointment and qualification of the successor Trustee.

Item 13. Florida Law

All questions concerning the meaning and intention of the terms of this instrument and concerning its validity and all questions relating to performance under it shall be judged and resolved in accordance with the laws of Florida.

IN WITNESS WHEREOF, ALPHON L. CORNET has signed this instrument as the Grantor, and as the Trustee to evidence his acceptance of the Trust.

Witnesses:

Donald E. Shell

Alphon L. Cornet
ALPHON L. CORNET, Grantor

Joann C. Nunnally

Witnesses:

Donald E. Shell

Alphon L. Cornet
ALPHON L. CORNET, Trustee

Joann C. Nunnally

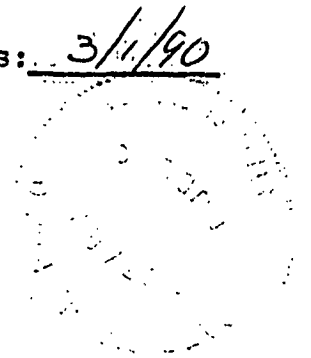
STATE OF FLORIDA :
COUNTY OF PINELLAS:

On the 10th day of August, 1987, before me, a notary public in and for the State of Florida, residing in the county aforesaid, personally appeared the aboved-named ALPHON L. CORNET Grantor and as Trustee and in due form of law acknowledged the foregoing instrument to be ^{his} her act and deed.

WITNESS my hand and seal the day aforesaid.

Patricia J. Philo
Notary Public

My commission expires: 3/1/90



SCHEDULE A TO THE
ALPHON L. CORNET
REVOCABLE TRUST

