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(City/State/Zip/Phone #)

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MAIL

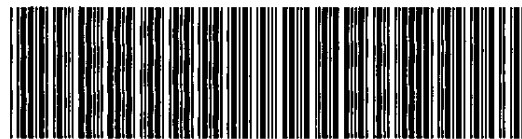
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12/28/10--01033--022 **358.75

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 JAN 24 PM 2:37

W11-252

8 McKnight JAN 26 2011

TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: CML Trust

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust \$350.00

OPTIONAL:

Certified Copy \$ 8.75

FROM: Robert G Lingenfelter Jr

Name (Printed or typed)

P O Box 1032

Address

Key Largo, FL 33037

City, State & Zip

305-604-5951

Daytime Telephone number



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 4, 2011

ROBERT G LINGENFELSER JR
P O BOX 1032
KEY LARGO, FL 33037

SUBJECT: CML TRUST
Ref. Number: W11000000252

We have received your document for CML TRUST and your check(s) totaling \$358.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The Florida Statutes require an entity to designate a street address for its principal office address. A post office box is not acceptable for the principal office address. The entity may, however, designate a separate mailing address. The mailing address may be a post office box.

We regret that we were unable to contact you by phone. Please return the corrected document with a letter providing us with an address and telephone number where you can be reached during working hours.

If you have any further questions concerning your document, please call (850) 245-6901.

Pamela Smith
Regulatory Specialist II
New Filing Section

Letter Number: 511A00000208

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

CML Trust

A Irrevocable **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of CML Trust, a

(Name of Trust)
Florida Trust hereby affirms in order to file or qualify
(State)
CML Trust, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 600 Ocean Drive, Miami Beach, FL 33139
(Mailing Address is: P O Box 1625, Key Largo, FL 33037)
3. The registered agent and street address in the State of Florida is:
Robert G Lingenfelter Jr.
600 Ocean Drive, Miami Beach, FL 33139
4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity

Robert G Lingenfelter Jr.
(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of
Trust under which the association proposes to conduct its business in
Florida.

Elizabeth Valles
NOTARY PUBLIC, STATE OF FLORIDA
Elizabeth Valles
Commission #DD927496
Expires: SEP. 23, 2013
BONDED THRU ATLANTIC BONDING CO., INC.
CR2E063(3/00)

Robert G Lingenfelter Jr.

Name:
Chairman of the Board of Trustees

Filing Fee: **\$350.00**
Certified Copy: **\$ 8.75 (optional)**

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DIVISION OF CORPORATIONS
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CML TRUST

This Trust Agreement is entered on this 20 day of December, 2010, by and between Christopher Michael Lingenfelter, as Settlor, and Robert J. Lingenfelter, as Trustees.

1. **Name of Trust.** This Trust shall be known as the CML Trust.
2. **Trust Estate.** The "Trust Estate" consists of all property and interests in the property described in Schedule A, and all investments and reinvestments thereof and additions thereto, subject to the provisions of this Trust.
3. **Powers to Amend and Revoke.** The Settlor has carefully considered the advisability of reserving the right to alter, amend or revoke this Trust and has determined, and hereby declares, that this Trust shall not be subject to amendment, alteration or revocation, into; the earlier of the following events:
 - a. June 30, 2015; or
 - b. The pardon of Christopher M. Lingenfelter's conviction.
4. **Beneficiary.** The "Beneficiary" of this Trust is Christopher Michael Lingenfelter.
5. **Settlement of Trust.** The Settlor hereby gives and grants as an inter vivos transfer to the Trustee the Trust Estate to be held in trust and subject to the powers and provisions in this Trust Agreement. During the trust period, the Trustees agree to hold the Trust Estate in trust and with the powers and subject to provisions of this Trust Agreement.
6. **Withdrawal Rights.**
 - A. **Right of Withdrawal Upon Contribution to Trust.** The Settlor or any other person shall have the right to make contributions of cash, property or interests of property to the

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Trust; provided however, all contributions by someone other than the Settlor must first be approved by the Trustees.

B. **Definitions.** For purposes of this Section 6., a “direct contribution” is defined to include all payments of cash or other assets which are made to the Trustees to be held as part of the Trust; an “indirect contribution” is defined to include all payments or transfers to third parties, rather than first being paid to the Trustees, if the payment or transfer is deemed to be a contribution to this Trust for U.S. gift tax purposes.

7. **Distributions.** The Trustees shall hold, administer and distribute the principal and income of the Trust as follows:

All distributions and income shall be accumulated in the Trust and shall not be distributed to the beneficiary on the earlier (but not prior to) the following events:

- a. June 30, 2015; or
- b. The pardon of Christopher M. Lingenfelter’s conviction.

8. **Termination of Trust.** This Trust shall terminate on the earlier of the following events:

- a. June 30, 2015; or
- b. The pardon of Christopher M. Lingenfelter’s conviction.

9. **Distribution Upon Beneficiary’s Death.** If Christopher M. Lingenfelter dies prior to the termination of this Trust, the Trustee shall distribute the remaining assets of the Trust to such person or persons as Christopher M. Lingenfelter may direct in his last will and testament by specifically referring to and exercising this power of appointment. The appointment may be outright or in trust upon the terms and conditions (including the granting of a power of appointment) specified by Christopher M. Lingenfelter in his last will. To the extent Christopher M. Lingenfelter does not effectively exercise his power of appointment over all or any portion of

the Trust Estate, then upon Christopher M. Lingenfelter's death, the Trustees shall distribute the remaining assets of Trust in equal shares to Jori Susanne Marcus and Lila Jewel Lingenfelter.

10. **Trustees.**

A. **Resignation.** The Trustees shall have the right, at any time, to resign by giving written notice to the Settlor and to the Beneficiaries.

B. **Successor Trustees.** If the initial Trustee fails or ceases to serve as a Trustee for any reason, the following individuals shall serve as successor Trustee or Trustees in the order listed:

1. William Bryce Lingenfelter
2. Jori S Marcus

If any three of the initial Trustees and the successor Trustees fail or cease to serve as Trustees, the remaining Trustee shall be entitled to serve without the appointment of a co-trustee.

C. **Compensation of Trustees.** The Trustee shall not be entitled to reasonable compensation for the Trustee services but shall be reimbursed for all reasonable expenses incurred in the management and protection of the Trust. A corporate Trustee, if any, shall be entitled to reasonable compensation for its services not to exceed its schedule of fees in effect at the time the corporate trustee serves.

D. **Title to Trust Estate.** Every successor Trustee shall automatically acquire, as of the date of a vacancy, all right, title and interest in every asset of the Trust Estate then vested in his/her predecessor without the necessity of any conveyance. Notwithstanding the foregoing, a Trustee shall execute all documents and take all actions necessary or appropriate to vest and indicate his/her right, title and interest in every asset of the Trust Estate in a successor Trustee.

E. Duty and Liability of Trustee. No Trustee shall have any responsibility for the acts or omissions of any prior or other Trustee, or any duty to investigate the accounts or administration of any prior or other Trustee or, unless requested in writing by a person having a present or future interest in the Trust, any duty to take action to obtain redress for any breach of fiduciary duty by any prior or other Trustee.

F. Jurisdiction and Bond of Trustee. The Trustees shall be entitled to act at any time and in any jurisdiction and no bond shall be required of any Trustee, absent an affirmative showing of good cause to a court having jurisdiction over the Trust.

G. Accounting to Beneficiaries. At least once each year, the Trustees shall render an account of the administration of the Trust to the Settlor and to the current Beneficiary, unless waived by such persons. The Settlor's or the current Beneficiary's written approval of the accounting shall be a complete protection of the Trustees as to all matters and transactions stated or shown by the accounting. If any person entitled to receive an accounting is a minor or is otherwise under a disability, the guardian, committee, conservator or other authorized representative of this person may approve the accounting on the person's behalf. The Trustees may account to the adult current Beneficiary of this Trust, and to the extent permitted by law, their written approval or failure to object shall bind minors and contingent remainder Beneficiaries.

11. Trustees' Powers. The Trustees shall hold, manage, care for and protect the Trust Estate and, except to the extent inconsistent with the powers set forth below, shall have the powers now or hereafter conferred upon trustees by the laws of the State of Florida, and may exercise or refrain from exercising such powers with or without court order:

A. To retain any property originally constituting the Trust Estate or subsequently added to it, although not of a type, quality or diversification considered proper for trust investments, and to hold, manage, improve, repair and control all such property;

B. To sell, alienate or otherwise dispose of any or all personal or real property at any time forming part of the Trust Estate in such manner, public or private, for such price in money or other consideration, and on the conditions the Trustees deem proper;

C. To distribute income and principal in cash or in kind, or partly in each, and allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment shall be made to compensate for a disproportionate allocation or unrealized gain for purposes of any tax, and to value the trust property and sell any part or all of it to make allocations or distributions;

D. To determine whether sums received or disbursed are principal or income of the Trust Estate or partly one and partly the other and in what proportions. These determinations by the Trustee, whether actually made in writing or implied from the acts of the Trustees, shall be conclusive and binding on all Beneficiaries;

E. To make distributions to a minor Beneficiary or any other Beneficiary under a disability by making the distribution to (1) the Beneficiary directly; (2) the legally appointed guardian or conservator of the Beneficiary; (3) a custodian (and successors) selected by the Trustee for the beneficiary until age 21 under a Uniform Transfers to Minors Act; (4) an adult, relative or friend in reimbursement for amounts properly advanced for the benefit of the Beneficiary; (5) for the benefit of the Beneficiary; or (6) to anyone with whom the Beneficiary resides and who is responsible for the care or custody of the Beneficiary, temporarily or permanently;

12. **Nature of Beneficial Interest.**

A. **Exclusion from Marital Property.** It is specifically intended that the benefits of this Trust are for its Beneficiaries and are not for the spouses of any of the Beneficiaries. No benefit devolving on a Beneficiary hereunder shall form or constitute a portion of any communal or joint estate of that Beneficiary, but shall be and shall remain the sole, separate and exclusive property of the Beneficiary. If a Beneficiary is married or marries in community of property, all benefits hereunder shall be expressly excluded from that community. All benefits hereunder shall be expressly excluded from interference, control or marital power of a spouse of a Beneficiary.

B. **Spendthrift Provision.** No benefit devolving on a Beneficiary shall be subject to anticipation, assignment, pledge, sale or transfer in any manner. While in the possession of the Trustees, no benefit shall be liable for or subject to the debts, contracts, obligations, liabilities or torts of any Beneficiary. No Beneficiary shall have the power to anticipate, encumber, transfer or change any benefit, and any attempt to do so shall be void as against the Trustees.

13. **Governing Law.** The validity, construction and administration of each trust created by this Trust Agreement shall be governed by the laws of the State of Florida.

14. **Avoiding Unlawful Perpetuities.** Unless terminated earlier under other provisions of this instrument, each trust created by this instrument shall terminate at the end of the period provided by the Rule Against Perpetuities in Florida.

15. **Number and Headings.** Whenever necessary to give effect to any provision of this instrument, the singular shall include the plural and the plural shall include the singular. The masculine shall include the feminine and neuter, and the feminine shall include the masculine

and neuter. The headings, titles and subtitles are inserted for convenient reference only and shall not be considered in any construction of this instrument.

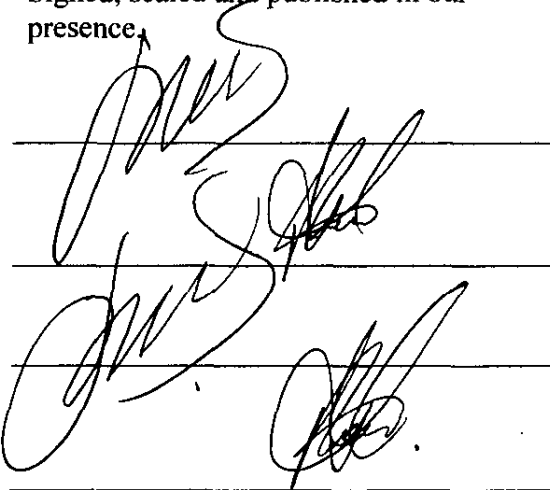
16. **Definitions.** Except as otherwise provided, the following definitions shall apply in this Trust Agreement:

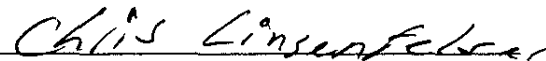
A. **Code.** "Code" means the United States Internal Revenue Code of 1986, as amended from time to time.

B. **Lineal Descendants.** "Lineal Descendants" means the lawful blood descendants of a person, and "child," "children," "lineal descendants" and "issue" include adopted persons and afterborn descendants. The terms "child," "children," "lineal descendants" and "issue" do not include persons on the basis of a foster or step relationship.

IN WITNESS WHEREOF, the Settlor and the Trustees have executed this Trust Agreement as of the date indicated herein.

Signed, sealed and published in our presence.

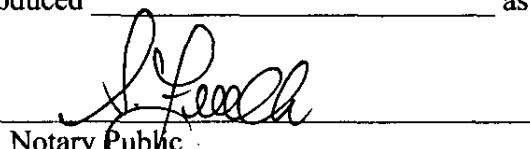



CHRISTOPHER MICHAEL
LINGENFELSER, Settlor

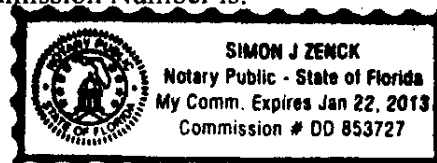

ROBERT J. LINGENFELSER, JR.,
Trustee

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

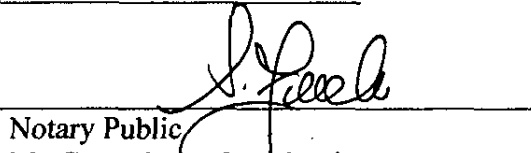
The foregoing instrument was acknowledged before me a notary public this 20th day of December, 2010, by CHRISTOPHER M. LINGENFELSER, as Settlor, who ☒ is personally known to me or ☐ who has produced _____ as identification.

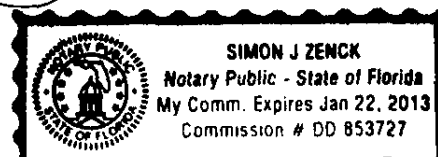

Notary Public
My Commission Number is:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE



The foregoing instrument was acknowledged before me a notary public this 20th day of December, 2010, by ROBERT J. LINGENFELSER, as Trustee, who ☐ is personally known to me or ☒ who has produced FLX L525-767-57-293-0 as identification.


Notary Public
My Commission Number is:



SCHEDULE A

7,000 shares of the common stock of Lingenfelter Enterprises, Inc.

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