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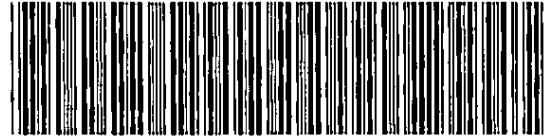
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TRANSMITTAL LETTER

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

SUBJECT: The Menna Irrigation Trust

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

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: Ralph P Richard, P.A.

Name (Printed or typed)

12561 Allendale Circle

Address

Fort Myers FL 33912

City, State & Zip

239-246-3793

Daytime Telephone number

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

The Menna Irrigation Trust

A Florida **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 The Menna Irrigation Trust, a

Florida (Name of Trust)

Trust hereby affirms in order to file or qualify

(State)

The Menna Irrigation Trust in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 12561 Allendale Circle

Fort Myers FL 33912

3. The registered agent and street address in the State of Florida is:
Ralph P Richard, 12561 Allendale Circle, Fort Myers FL 33912

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.

Ralph P. Richard

(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.

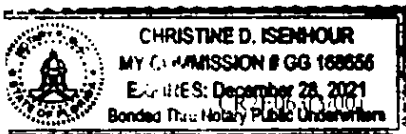
Christine D. Isenhour

NOTARY

Ralph P. Richard, Trustee

Name: MENNA IRRIGATION TRUST

Chairman of the Board of Trustees



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

THE MENNA IRRIGATION TRUST
DATED FEBRUARY 5, 2018

THIS TRUST AGREEMENT is being made on this 5 day of February, 2018, by and between Richard Menna and Ralph P. Richard, referred to as the Settlers, and Richard Menna and Ralph P. Richard, serving as Initial Trustees. This Trust shall be administered in accordance with the following terms:

ARTICLE I
INTRODUCTION

(A) **TRUST PURPOSE:** This Trust is being created to provide for the convenient administration of the designated assets of the Trust and to hold title to the Property for the uses and purposes of operating an irrigation repair and installation business and associated and related businesses thereon without the necessity of court supervision in the event of either Settlor's incapacity or death, until the Trust is terminated. Any person shall deal with the Trustee without the approval of any court, the Settlor, or any beneficiary of any Trust created by this Agreement, and shall assume that the Trustee has the same power and authority to act as an individual does in the management of his or her own affairs. Further, any person presented with a copy of this page and any other page of the Trust shall accept same as conclusive proof of the terms and authority granted by this Agreement, and shall assume that no conflicting directions or terms are contained in the pages omitted.

(B) **TRUST ASSETS:** Settlers have conveyed, transferred and delivered to the Trustee property to be made part of this Trust Agreement, including, but shall not be limited to, the property listed on the Assignment of Personal Property to Trust, which Assignment may be attached to this Agreement, together with any other property that may later become subject to this Trust Agreement. A voluntary conveyance by either Settlor of a Trust asset, which may remain registered to the Settlor, shall convey any interest held by this Trust.

(C) **CERTIFICATE OF TRUST:** In order to facilitate the convenient administration of the Trust, including the registration and transfer of assets to and from the Trust, any Trustee shall have the power to execute a Certificate of Trust describing any Trust matter, including but not limited to a description of the Trust terms, the administrative powers of the Trustee and the identity of any current Trustee. Any person who receives an original or photocopy of said Certificate of Trust shall be held harmless from relying on same, and shall not be obligated to inquire into the terms of the Trust or maintain a copy of the Trust Agreement.

ARTICLE II
ADMINISTRATION DURING THE LIFE OF THE SETTLORS

(A) **TRUSTEE:** The Initial Trustees of this Trust shall be Richard Menna and Ralph P. Richard, or either of them. If the Initial Trustees cannot continue to serve, or upon the death or resignation of the Initial Trustees, then in such event, this Trust shall be terminated and distributions made according to Article III.

During such time as the Initial Trustees are acting under this Article of the Trust Agreement, the Initial Trustees shall have the sole power to buy, sell, hold, or transfer any asset in this Trust by executing any appropriate document, whether it be a deed, bill of sale, contract, stock or bond certificate, or power, option, lease, note or mortgage, or by an oral demand to buy or sell a stock or bond. Further, the Initial Trustees shall have the right and power to make any deposits and withdrawals from any bank or brokerage account of the Trust, and the right and power to sign checks on any bank or brokerage account of the Trust, and any bank or broker holding such account may accept either of said Trustees' signature on any check. The powers of a Trustee are set forth in Article V.

(B) DISPOSITION OF PROCEEDS, INCOME AND PRINCIPAL: The Trustee shall manage the property of the Trust estate, collect the income, and shall pay from the income and principal of the Trust 75% to Richard Menna and 25% to Ralph P. Richard such amounts as a Settlor may from time to time direct. In the absence of direction, the Trustees may accumulate the net income, add to principal, or may disburse any portion of the net income and principal to or for the benefit of Settlers in monthly or other convenient installments in the percentages set forth herein.

(C) RIGHT TO ADD TO PRINCIPAL: Settlers or any other person may, at any time and from time to time add property acceptable to the Trustee to the Trust.

(D) RIGHT TO REVOKE AND AMEND: Settlers reserve the right while alive, except during any period when both Settlers are incapacitated except due to physical incapacity alone, at any time and from time to time, by an instrument in writing, signed, acknowledged, and delivered to the Trustee:

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

(2) To alter or amend this instrument in any and every particular.

(3) To change the identity or number, or both, of the Trustee.

(4) To withdraw from the operation of this Trust any or all of the Trust property.

ARTICLE III ADMINISTRATION AFTER THE DEATH OF A SETTLOR

(A) TRUSTEE: The Trustee under Article II may take such action as is necessary to collect the proceeds of any life insurance policy, or other benefits payable to the Trust.

(B) DEBTS AND EXPENSES: The Trustee shall pay over to the Personal Representative of the estate of either deceased Settlor such amounts as required from the principal or income of the Trust to satisfy amounts due and payable to the deceased Settlor prior to his death, and pay any enforceable and timely claims of the creditors of the Trust, and pay the income taxes, if any, out of the percentage owned by said Settlor. Then, this Trust shall be terminated and Distributions made to the beneficiaries according to paragraph (C).

(C) DISTRIBUTIONS TO BENEFICIARIES:

(1) Upon the death of a Settlor, the Trustee shall, after payments and distribution, if any, under paragraphs B above, distribute the remainder as follows:

- a. Seventy five percent (75%) to Richard Menna;
- b. Twenty five percent (25%) to current Trustee of the Ralph P. Richard Revocable Trust Dated July 28, 2008.

(2) Except as otherwise provided by law, no interest of any beneficiary shall be subject to anticipation, to claims for alimony or support, to voluntary transfer without the written consent of the Trustee, or to involuntary transfer in any event.

(3) The beneficial provisions of this instrument are intended to be in lieu of any other rights, claims, or interests of whatsoever nature, whether statutory or otherwise, except bona fide pre-death debts, which any beneficiary hereunder may have against the properties in this Trust.

(4) If at any time the Trustee shall determine that this Trust is of a size that is no longer economical to administer, the Trustee, without further responsibility, may (but need not) distribute the Trust assets to the named beneficiaries in the manner specified by its terms.

Perpetuities Clause

Notwithstanding any provision of this Trust to the contrary, all Trusts shall vest in their then beneficiary twenty-one (21) years after the last death among the original share beneficiaries and their issue who were alive when the Settlers died.

**ARTICLE IV
INCAPACITY AND REHABILITATION**

Throughout this Trust Agreement, where there have been references to "incapacity" and "rehabilitation", those two terms shall have the following meanings:

(A) INCAPACITY: If any Settlor, Trustee, Successor Trustee, or a beneficiary, is under a legal disability which causes him/her to be, or by reason of illness, or mental or physical disability is, in the written opinion of two doctors currently practicing medicine, one of whom must specialize in the area of said disability, unable to properly manage his or her affairs, he or she shall be deemed incapacitated for the purposes of this Trust Agreement.

(B) REHABILITATION: Settlers, Trustee, Successor Trustee, or a beneficiary, deemed incapacitated under Paragraph (A) of this Article shall be deemed rehabilitated when he or she is, in the written opinion of two doctors currently practicing medicine, one of whom must specialize in the area of the prior disability, able to properly manage his or her affairs. Upon rehabilitation, that individual shall resume the duties and powers he or she had prior to incapacity and his or her successors shall relinquish all powers and be relieved of all duties.

**ARTICLE V
PROVISIONS REGARDING THE TRUSTEE**

The following general provisions apply to the Trustee and any Successor Trustee of any Trust which is created by this agreement:

(A) TRUSTEE'S POWER: It is the intention of the Settlers to grant to the Trustee the power to deal with all of the Trust property as freely as Settlers could individually, and the only requirement that the Settlers place upon the Trustee is that the Trustee must act as a fiduciary in good faith. The Trustee shall have all the powers and protection granted to Trustee by statute at the time of application including all of the powers enumerated below or contained in any Certificate of Trust signed by Settlers; and the Settlers intend that such powers be construed in the broadest possible manner. All of the powers, protection and duties granted to Trustee by statute are subject to preemption or enlargement by future statute. The powers of the Trustee are ministerial in nature and are not intended to create or alter substantive rights. The limitations of this paragraph shall not affect the rights of any third person who deals with the Trustee. The Trustee may exercise the following specific powers:

(1) Retain Trust Estate. To retain, without liability for loss or depreciation resulting from such retention, the original assets and all other property later transferred, devised or bequeathed to the Trustee for such time as the Trustee shall deem advisable although such property may not be of the character prescribed by law or by the terms of this agreement for the investment of Trust assets and although it represents a large percentage of all of any Trust; said original property may accordingly be held as a permanent investment. Specifically, a corporate Trustee may hold mutual funds which are or may become a part of a Trust without reduction in its fees for the management fees charged by the fund and without concern that it has delegated its investment responsibility.

(2) Hold Uninvested Cash and Underproductive Property. For any periods deemed advisable, to hold cash, uninvested, even though the total amount so held is disproportionate under trust investment law or would not be permitted without this provision, and to retain or acquire and hold underproductive realty or personalty.

(3) Invest and Acquire. To invest and reinvest Trust assets in any type of property or security or any interests in such property (including cotenancies and remainders) without regard to the proportion that investments of the type selected may bear to the entire Trust estate, without limitation to the classes of trust investments authorized by law, and without regard to the possibility that the investments may be in new issues or in new or foreign enterprises, and to write options against long positions. The property acquired may be realty or personalty and may include life insurance, bonds, debentures, leaseholds, options, easements, mortgages, notes, mutual funds, investment trusts, common trust funds, voting trust certificates, limited partnership interests, U.S. Treasury obligations redeemable at par in payment of Federal Estate Tax, and any class of stock or rights to subscribe for stock, regardless of whether the yield rate is high or low or whether or not the new asset produces any income at all. It is intended that the Trustee shall have the authority to act in any manner deemed in the best interests of the Trust involved, regarding it as a whole, even though certain investments considered alone might not otherwise be proper.

(4) Options, Warrants, Puts, Calls, Commodity and Margin Accounts. The Trustee shall be specifically authorized, in his/her discretion, to buy, sell or transfer options, warrants, puts, calls, commodities, futures contracts, repurchase contracts, and to maintain brokerage margin accounts.

(5) Exercise Options and Conversion Privilege. To exercise any options, rights, and conversion privileges pertaining to any securities held by the Trustee as Trust assets.

(6) Receive Additional Property. To receive additional property from any source, including the Personal Representative of a Settlor's estates and the Trustee or

beneficiary of any other trust, by whosoever created, and to hold and administer this property as part of the Trust Estate.

(7) **Sell and Lease.** To sell, convey, grant options to purchase, lease, transfer, exchange or otherwise dispose of any Trust asset on any terms deemed advisable, to execute and deliver deeds, leases, bills of sale, and other instruments of whatever character, and to take or cause to be taken all action deemed necessary or proper.

(8) **Insurance.** To carry any insurance deemed advisable with any insurer against any hazards, including public liability, and to use insurance proceeds to repair or replace the asset insured. In addition, the Trustee may carry or purchase life insurance on the life of any Trust beneficiary, and exercise or release any rights in such policy.

(9) **Lend.** On any terms deemed advisable, to lend Trust funds to any borrower, including the Personal Representative of a Settlor's estate and the Trustee or beneficiary of any trust, by whosoever created, and to change the terms of these loans. This authorization includes the power to extend them beyond maturity with or without renewal and without regard to the existence or value of any security, and to facilitate payment, to change the interest rate, and to consent to the modification of any guarantee.

(10) **Borrow.** To borrow whatever money the Trustee may deem desirable for any Trust on any terms from any lender, including the Personal Representatives of a Settlor's estates, and the Trustee or beneficiary of any other trust, by whomsoever created, and to mortgage, pledge or otherwise encumber as security any assets of the borrowing Trust.

(11) **Term or Duration of Obligation.** Incident to the exercise of any power, to initiate or change the terms of collection or of payment of any debt, security, or other obligation of or due to any Trust, upon any terms and for any period, including a period beyond the duration or the termination of any or all Trusts.

(12) **Compromise or Abandonment of Claim.** Upon whatever terms the Trustee may deem advisable, to compromise, adjust, arbitrate, sue on, defend, or otherwise deal with any claims, including tax claims, against or in favor of any Trust, to abandon any asset the Trustee might deem of no value or of insufficient value to warrant keeping or protecting; to refrain from paying taxes, assessments, or rents, and from repairing or maintaining any asset; and to permit any asset to be lost by tax sale or other proceeding.

(13) **Distribution in Cash or in Property.** To distribute any shares in cash or in property, or partly in each, and the Trustee(s)' valuations of and selection of assets upon making distribution shall, if made in good faith, be final and binding on all beneficiaries.

(14) **Use of Nominee.** To hold any or all of the Trust assets, real or personal, in the name of the Trustee, or in the name of any corporation, partnership, or other person as the nominee of the Trustee for holding the assets, with or without disclosing the fiduciary relationship. A corporate Trustee shall have the power to appoint a Trustee to administer property in any jurisdiction in which it shall fail to qualify.

(15) **Bid on or Take Over Without Foreclosure.** To foreclose any mortgage, to bid on the mortgaged property at the foreclosure sale or acquire it from the mortgagor without foreclosure, and to retain it or dispose of it upon any terms deemed advisable.

(16) **Pay Off Encumbrances.** To pay off any encumbrance on any Trust asset and to invest additional amounts to preserve it or to increase its productivity.

(17) **Vote Stock.** To vote stock for any purpose in person or by proxy, to enter into a voting trust, and to participate in corporate activities related to any Trust in any capacity permitted by law, including service as officer or director.

(18) **Participate in Reorganization.** To unite with other owners of property similar to any held in Trust in carrying out foreclosure, lease, sale, incorporation, dissolution, liquidation, reincorporation, reorganization, or readjustment of the capital or financial structure of any association or corporation in which any Trust has a financial interest, to serve as a member of any protective committee, to deposit Trust securities in accordance with any plan agreed upon, to pay any assessments, expenses, or other sums deemed expedient for the protection or furtherance of the interests of the beneficiaries; and to receive and retain as Trust investments any new securities issued pursuant to the plan, even though these securities would not constitute authorized Trust investments without this provision.

(19) **Purchase Property from Estate or Trust.** To purchase property, real or personal, from a Settlor's or a beneficiary's estate or trust for his/her benefit upon such terms and conditions as to price and terms of payment as the Trustee and the respective Personal Representative or Trustee shall agree upon, to hold the property so purchased in Trust although it may not qualify as an authorized Trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable.

(20) **Employment of Assistants and Agents.** To any extent reasonably necessary, to employ attorneys-at-law, accountants, financial planners, brokers, investment advisors, realtors, managers for businesses or farms, technical consultants, attorneys-in-fact, agents and any other consultants and assistants the Trustee may deem advisable for the proper administration of any Trust.

(21) **Establishment and Maintenance of Reserves.** Out of the rents, profits, or other gross income received, to set aside and maintain reserves to the extent deemed advisable to meet present or future expenses, including taxes, assessments, insurance premiums, debt amortization, repairs, improvements, depreciation, obsolescence, general maintenance and reasonable compensation for services, including services of professional and other employees, as well as to provide for the effects of fluctuations in gross income and to equal or apportion payments for the benefit of beneficiaries entitled to receive income.

(22) **Manage Realty.** To deal with realty, including oil, gas, and mineral rights in any manner lawful to an owner. This authority includes the rights to manage, protect, and improve it, to raze, alter and repair improvements, to sell or contract to sell it in whole or in part, to partition it, to grant options to purchase it, to donate it, to convey it, to acquire it, release or grant easements or other rights relating to it, to dedicate parks and thoroughfares, to subdivide it, to vacate any subdivision or any part thereof and re-subdivide it from time to time, to lease it in whole or in part, and to renew, extend, contract for, and grant options in connection with leases. Leases, contracts to sell, mortgages and any contract entered into by the Trustee can be made on any terms and for any period, including a period beyond the duration or termination of any Trusts.

(23) **Carry on Business.** With respect to any business that may be or become a part of any Trust whether organized as a sole proprietorship, limited partnership, partnership or corporation upon such terms, for such time, and in such manner as the Trustee may deem advisable:

a. To hold, retain and continue to operate such business solely at the risk of the Trust estate and without liability on the part of the Trustee for any resulting losses;

b. To incorporate, dissolve, liquidate, or sell such business at such time and upon such terms as the Trustee may deem advisable. In this regard the decision of the Trustee may be based upon qualified appraisal, and the Trustee shall not be obligated to seek

other offers in contracting for sale to any person including another shareholder, trust, or beneficiary:

c. To borrow money for business purposes and to mortgage, pledge or otherwise encumber the assets of any Trust to secure the loan;

d. To engage in the redemption of stock and take such actions as is necessary to qualify the redemption under Sections 302 or 303 IRC and the applicable requirements of state law.

e. To create a special lien for the payment of deferred death taxes under 6324 IRC or similar provisions of state law.

f. To create, continue, or terminate an S-Corporation election.

(B) TRUSTEE'S DUTIES: The Trustee shall have all the duties of a Trustee outlined by Florida Statutes.

(1) Prudent Investor. The Trustee shall have a duty to invest and manage investment assets as a prudent investor would, considering the purposes, terms, distribution requirements, and other circumstances of the trust requiring the Trustee to exercise reasonable care and caution in accordance with the Florida Statutes and any other statutes.

(2) Debts and Expenses. The Trustee shall have a duty to pay over to the Personal Representative of the estate of a deceased Settlor such amounts as was owed to said deceased Settlor at his death.

(3) Obligation of Trustee with Respect to Tax Returns. The Trustee shall have the obligation to file any income, profit or other tax reports or returns and pay such or any other taxes relating to the Trust, and in such event the Settlers and Beneficiary will cooperate with the Trustee in providing such information as is necessary to the proper and correct preparation of such return.

(C) DEALINGS WITH THE TRUSTEE: Any person who deals in good faith with the Trustee shall deal only with the Trustee and shall presume that the Trustee has full power and authority to act. No person shall require court confirmation or the approval of a beneficiary for any transaction with the Trustee. The signature of the Trustee shall bind the interest of any beneficiary, including the Settlers, and no person need see the application of any property delivered.

(D) COMPENSATION OF TRUSTEE: As compensation for services, and in addition to reimbursement for reasonable expenses of administration of a Trust, the Trustee may receive reasonable fees for his/her services. In the case of an individual Trustee, the fee shall be presumed reasonable if it does not exceed one-half (1/2) of the customary charges of a local corporate Trustee for similar services, but this shall not limit the fees which may be charged by an individual Trustee. Such compensation may be charged currently or deferred in the discretion of the Trustee. The Trustee shall have the right to make a reasonable charge each year for his/her services in preparing income and other tax returns for any Trust. Costs, expenses of trust administration, compensation of trustee and his/her attorney's fees shall be paid by the Trustee before and in preference to expenses of the administration of a Settlor's estate and enforceable and timely claims of a Settlor's creditors.

(E) **BOND AND QUALIFICATION:** No bond shall be required of the Trustee or any Successor Trustee. The Trustee or Successor Trustee shall not be required to qualify in any court and is relieved of the filing of any document and accounting in any court.

(F) **SUCCESSOR TRUSTEE:** No Successor Trustee shall be responsible for acts of a prior Trustee. In the event a Trustee of any Trust is unable to serve or continue to serve as Trustee for any reason and no successor has been provided, the Successor Trustee shall be elected in writing by any person who has previously served as Trustee, with preference in the making of such appointment being determined in the same order of his/her succession as Trustee. If no such appointment exists, the majority in interest in the income of the Trust shall elect the Successor Trustee in writing. No person shall be required to apply to any court in any jurisdiction for confirmation of said appointment. Any Successor Trustee so elected shall either be an issue of the Settlers, a spouse of the issue of the Settlers, or shall be a corporate Trustee qualified to exercise Trust powers. Except as otherwise provided in this Agreement, any Successor Trustee shall have all the powers, discretions, rights, obligations, and duties as herein granted to the Initial Trustees.

(G) **DELEGATION:** Any Trustee may delegate any management function of any Trust to any other Co-Trustee or Successor Trustee (even though the Successor Trustee is not then serving as Trustee) upon such terms as may be agreed by the Trustee. In the event more than one Trustee is serving, Trust assets may be held in the name of one Trustee.

(H) **DELEGATION OF INVESTMENT FUNCTIONS:** The Trustee may delegate investment functions, with regard to acts constituting investment functions, to an investment agent who is duly registered with the Securities Exchange Commission by giving written notice to the beneficiaries eligible to receive income from the trust or distributions from the estate within 30 days of the delegation unless such notice is waived by the eligible beneficiaries entitled to receive such notice. The Trustee shall not be responsible for the actions of the investment agent if all requirements of the statutes are met.

(I) **LIMITED POWER TO AMEND:** The Trustee may amend this Trust to create or renounce management powers as may be required to facilitate the convenient administration of this Trust, deal with the unexpected or the unforeseen, or avoid unintended or adverse tax consequences. The amendment shall be in writing and shall be consented to by Settlers, if not then deceased or incapacitated, or the beneficiaries of any Trust. The amendment may be retroactive. This limited power may only be exercised to provide for the convenient administration of any Trust; and shall not affect the rights of any beneficiary to enjoy Trust income or principal without his or her consent, shall not alter the dispositive provisions of any Trust, and shall not be exercisable in such a manner as to create gift, estate, or income taxation to the Trustee or any beneficiary. No amendment shall affect the rights of third persons who have dealt or may deal with the Trustee without his/her consent.

ARTICLE VI ADMINISTRATIVE PROVISIONS

(A) **CARRYING SEVERAL TRUSTS AS ONE ESTATE:** To the extent that division of any Trust is directed, the Trustee may administer any Trust physically undivided until Settlers' Initials

actual division becomes necessary. Further, the Trustee may add the assets of the Trust for any beneficiary to any other trust for such beneficiary having substantially the same provisions for the disposition of trust income and principal, whether or not such trust is created by this Agreement. The Trustee may commingle the assets of several trusts for the same beneficiary, whether or not created by this Agreement, and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and to allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several trusts as a single estate shall not defer the vesting of any whole or fractional share of a trust for its beneficiary at the times specified.

(B) ALLOCATION TO PRINCIPAL AND INCOME: All receipts of money or property paid or delivered to the Trustee and all expenses may be allocated to principal or income in accordance with the laws of the State of Florida or any other state in which a Trust is being administered. However, the Trustee, in a reasonable and equitable manner, shall have the discretion to allocate, in whole or in part:

- (1) Administration expenses to income or principal;
- (2) Trustee's fees to income or principal;
- (3) To income any expense of the administration of the Trust or its assets which is deductible for Federal Income Tax purposes;
- (4) To income the gains or losses from option trading, and capital gains distributions from utility shares, on mutual funds, or tax managed funds; and
- (5) To income or principal distributions from qualified or non-qualified pension plans, profit sharing plans, IRA accounts or deferred compensation arrangements.

(C) PROHIBITION OF ALIENATION: No income or principal beneficiary of any Trust (except the Settlers) shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber his or her interest in the Trust, in any way. No interest in any Trust shall, in any manner, be liable for or subject to the debts, liabilities or obligations of such beneficiary or claims of any sort against such beneficiary.

(D) DISCLAIMER: Any beneficiary of any Trust shall have the right to disclaim his or her interest in said Trust. Said disclaimer may be effected in compliance with the requirements of the laws of any jurisdiction in which any Trust may be administered. Alternatively, the Trustee may act upon any written disclaimer or renouncement of any interest, in whole or in part, in any Trust. In the event any beneficiary is incapacitated, the Trustee may accept the disclaimer of a legal or natural guardian of said beneficiary; and if no such guardian exists, the Trustee of any Trust, acting on behalf of the beneficiary, shall have the power to disclaim all or a part of the property passing to said Trust.

(E) ELECTIONS: The Trustee will have various options in the exercise of discretionary powers, some of which being limited only by the requirement that the Trustee act in good faith and within the bounds of their fiduciary duty. Specifically, the Trustee may make certain elections for Federal Income Tax purposes which may affect the administration of Trust income or principal. The Trustee may exercise any such discretion without incurring liability to any beneficiary, and no beneficiary shall have the right to demand a reallocation or redistribution of Trust income or principal as a result of the proper actions of the Trustee.

(F) **CERTAIN DISTRIBUTIONS:** The Trustee shall have the following options with regard to the distribution of principal or income to or for a beneficiary:

(1) Directly to the beneficiary such amounts as the Trustee may deem advisable as an allowance;

(2) To the Guardian of the person or of the property of the beneficiary.

(3) By expending such income or principal directly for the beneficiary.

After making a distribution as provided above, the Trustee shall have no further obligation regarding the distribution.

(G) **DESIGNATION OF BENEFICIARY:** The Trustee shall act upon any written designation of a beneficiary by Settlers for qualified plan or IRA benefits made payable to this Trust by distributing the right to receive such benefits to the designated beneficiary. If no such designation exists, Settlers give the Trustee the power, on behalf of Settlers, to distribute the right to receive such benefits as a part of the share otherwise to be distributed to any beneficiary, and such person shall be the Settlers' designated beneficiary. It is intended that the operation of this paragraph qualify under the requirements of Section 401(a)(9), IRC, and it shall be interpreted in all regards in accordance with this intent.

ARTICLE VII SPENDTHRIFT PROVISION

Notwithstanding any provisions hereof to the contrary, no interest in income or principal shall be alienated, encumbered, or otherwise disposed of by any income or remainder beneficiary while in the possession and control of the Trustee, and if any of them should attempt to alienate, encumber, or dispose of all or part of the income or grants of principal before the same has been delivered by the Trustee, or if by reason of bankruptcy or insolvency or any attempted execution, levy, attachment, or seizure of any assets remaining in the hands of the Trustee under claims of creditors or otherwise, all or any part of such income or principal might fail to be enjoyed personally by any beneficiary or might vest in or be enjoyed by some other person, then such interest shall terminate. Thereafter, the Trustee may pay to or for the benefit of such beneficiary such income or principal comprising such interest as the Trustee, in the discretion of the Trustee, shall deem proper until such beneficiary dies. If the interest of any beneficiary who also is or might be a Trustee hereunder will be affected by the foregoing provision, such beneficiary shall cease to be a Trustee immediately upon the happening of the event which so affects his or her interest or shall never take office as a Trustee, as the case may be; provided, however, that no one dealing with such person, reasonably believing him or her to be a Trustee, need ascertain at his or her peril whether the provisions of this subparagraph are applicable. Further, the Settlers direct that the Trustee make no payment of income and/or principal of the Trust Estate to or in behalf of the Settlers or the beneficiary of the Settlers, or any of them, if the Trustee then having authority, in the absolute discretion of the Trustee, believes that such payment may or will: (a) jeopardize or impair the Settlers' or the beneficiary's receipt or entitlement to any government assistance program, including but not limited to, Medicaid benefit payments or SSI benefits; or (b) allow a creditor of the Settlers or the beneficiary to reach, attach, execute against or confiscate the Trust Estate or any payment of income and/or principal contemplated to be made therefrom. Rather, it is the Settlers' wish that: (i) the Trust Estate be preserved as much as possible during the Settlers' lifetime and for the benefit of the other beneficiaries noted herein; (ii)

payment of income and/or principal are to supplement rather than supplant, in whole or in part, funds available to the Settlers or beneficiary from governmental or other source in order to provide the Settlers or beneficiary with a better standard of living than they now enjoy and a better degree of health care than would be attainable solely on the basis of funds available from governmental or other sources; and (iii) the Settlers or beneficiary receive incidental living expense funds and luxury items necessary to supplement and not jeopardize or impair governmental assistance available to Settlers or beneficiary for whatever reason, cause or entitlement.

ARTICLE VIII MISCELLANEOUS PROVISIONS

(A) **SURVIVORSHIP:** This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

(B) **FLORIDA LAW:** This Agreement shall be construed and regulated in all respects by the laws of the State of Florida. In the event any Trust or asset is being administered in another state, this Trust may be regulated by the laws of such state if required to avoid excessive administrative expense, or uphold the validity of any of the terms of this Trust.

(C) **TRUSTEE AND TRUST:** The term "Trustee" refers to the single, multiple and Successor Trustee who at any time may be appointed and acting in a fiduciary capacity under the terms of this Agreement. Where appropriate, the term "Trust" refers to any trust created by this Agreement.

(D) **GENDER - SINGULAR AND PLURAL:** Where appropriate, words of the masculine gender include the feminine and neuter; words of the feminine gender include the masculine and neuter; and, words of the neuter gender include the masculine and feminine. Where appropriate, words used in the plural or collective sense include the singular and vice-versa.

(E) **IRC:** The term "IRC" refers to the Internal Revenue Code and its valid regulations.

(F) **SERVE OR CONTINUE TO SERVE:** A person cannot "serve or continue to serve" in a particular capacity if he/she is incapacitated, deceased, has resigned, or is removed by a court of competent jurisdiction. A Trustee shall have the power to resign upon written notice to the Settlers and the Successor Trustee. If Settlers are then incapacitated, the notice shall be delivered to the Successor Trustee. If Settlers are then deceased, said notice shall be given to the Successor Trustee and the beneficiaries enjoying or representing a majority in interest in trust income and principal. If no Successor Trustee has been nominated, then that person who has the right to appoint a Successor Trustee shall receive notice.

(G) **ISSUE:** The term "issue" shall be synonymous with the term lineal descendants and shall include those adopted. Where a power to invade a trust for the benefit of a class or appoint among a class may be exercised among issue, the term shall be construed to mean all lineal descendants and shall not be limited to children.

(H) **NOTICE:** No person shall have notice of any event or document until receipt of written notice. Absent written notice to the contrary, all persons shall rely upon the information in their possession, no matter how old, without re-certification, verification, or further inquiry. Any notices of any communication required or permitted by this Agreement to be delivered to or served on the Trustee shall be deemed properly to be delivered to, served on, and received by the Trustee when personally delivered to the Trustee, or in lieu of such personal service, when deposited in the United States mail, certified mail with postage prepaid, addressed to the Trustee.

(I) **MERGER:** The doctrine of merger shall not apply to any interests under any Trust.

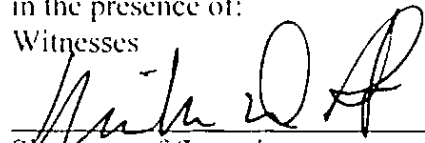
(J) **REPRESENTATION:** In any Trust matter, a beneficiary whose interest is subject to a condition (such as survivorship) shall represent the interests in the Trust of those who would take in default of said condition. The members of a class shall represent the interests of those who may join the class in the future (e.g., living issue representing unborn issue). The legal or a natural guardian of a person under a legal disability shall represent the interests of the disabled person.

(K) **SEVERABILITY:** If any part, clause, provision, or condition of this Trust Agreement is held to be void, invalid, or inoperative, such voidness, invalidity, or inoperativeness shall not affect any other clause, provision, or condition hereof; but the remainder of this Trust Agreement shall be effective as though the clause, provision, or condition had not been contained herein.

(L) **Term.** The term of this Trust Agreement, unless otherwise amended, shall be until the first to die as between Settlers, unless sooner terminated as otherwise provided in this Trust Agreement.

IN WITNESS WHEREOF, Richard Menna and Ralph P. Richard have signed this Instrument as Settlers, and Richard Menna and Ralph P. Richard have signed this Instrument as Initial Trustees, to evidence their acceptance of the Trust Agreement.

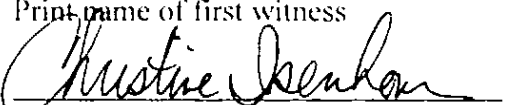
Signed, sealed and delivered
in the presence of:
Witnesses



Signature of first witness

MICHAEL D. ROACH

Print name of first witness




Signature of second witness

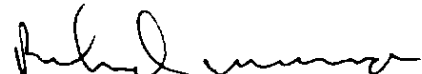
Christine Isenhour

Print name of second witness

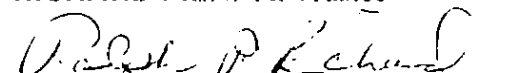
Settlers' Initials



RICHARD MENNA, Settlor



RICHARD MENNA, Trustee



RALPH P. RICHARD, Settlor



RALPH P. RICHARD, Trustee

STATE OF FLORIDA
COUNTY OF LEE

WE, RICHARD MENNA and RALPH P. RICHARD, the Settlers and Initial Trustees, and MICHAEL D. ROACH and Christine Isenhour, the witnesses, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned officer that the Settlers signed the instrument as their Revocable Trust Agreement, that each witness to his or her best knowledge and belief has reached an informed conclusion that the Settlers are over the age of 18 years of age, are of sound and disposing mind and memory, signed voluntarily and of their own free will, and were not under threats or pressure of undue influence, that the Initial Trustees accepted this instrument as such, that the Settlers and the Initial Trustees signed, and that each of the witnesses, in the presence of the Settlers and the Initial Trustees, at the Settlers' requests, and in the presence of each other, observed the Settlers sign and signed the Trust as a witness.

Richard Menna
RICHARD MENNA, Settlor/Trustee

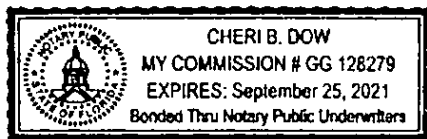
Ralph P. Richard
RALPH P. RICHARD, Settlor/Trustee

Michael D. Roach
First witness

Christine Isenhour
Second witness

SUBSCRIBED and sworn to before me by RICHARD MENNA and RALPH P. RICHARD, the Settlers and Initial Trustees, who are personally known to me or who have shown FL D/C as proper identification and MICHAEL D. ROACH and Christine Isenhour, the witnesses, who are personally known to me or who have shown _____ as proper identification, on this 5th day of February, 2018.

(Seal)



Cheri B. Dow
NOTARY PUBLIC

Cheri B. Dow
Print, Type or Stamp