

24



Doc ID: 035471750024 Type: CRP  
 Recorded: 06/23/2022 at 12:46:33 PM  
 Fee Amt: \$87.00 Page 1 of 24  
 Revenue Tax: \$0.00  
 Workflow# 0000778693-0001  
 Buncombe County, NC  
 Drew Reisinger Register of Deeds

BK 6232 PG 1341-1364

## NON-STANDARD FILING

Excise Tax \$ 0.00

Parcel Identifier No. 9686-25-9729-00000

Mail after recording to: Carmen McDougall, 1411 SW 23rd Terrace, Miami FL 33145

This instrument prepared by: Thomas D. Roberts PLLC, a licensed NC attorney.  
 Delinquent taxes, if any, to be paid by the closing attorney to the county tax  
 collector upon disbursement of closing proceeds.

### SPECIAL WARRANTY DEED

THIS DEED made on June 16, 2022 , by and between

**GRANTOR:**

CARMEN McDOUGALL, Trustee of the  
 Louis A. Mendez Living Trust dated  
 December 1, 2004

1411 SW 23rd Terrace  
 Miami, Florida 33145

**GRANTEE:**

CARMEN McDOUGALL Trustee  
 of the Carmen McDougall Trust  
 dated June 16, 2022

1411 SW 23rd Terrace  
 Miami, Florida 33145

(said designations to include the respective parties, and their heirs, successors, and assigns, and to include singular, plural, masculine, feminine or neuter as required by context).

**WITNESSETH:**

THAT the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Fairview Township, Buncombe County, North Carolina and more particularly described as follows:

BEGINNING at an iron pin in the center of the old fairview road, Southeast corner of the old Fairview School watershed, also common corner of Robert C. Roland, James Edward Harris lands and runs North 29° 30' East 934 feet to an iron pipe, Garry Sales corner, thence with his line North 1° 30' East 607.5 feet to a stake below a rock pile, Sales corner in the old Harris line, thence with said old line, South 60° West 695 feet to a large planted stone, thence about South 332.5 feet to an iron stake, North corner of tract one, thence with the East line of said tract as follows: South 32° 30' East 326.5 feet, South 11° 15' East 288.5 feet, South 6° 25' West 231 feet

to the place of the BEGINNING, containing 10.7 acres more or less, and being part of the R.E. Harris lands as described in' Deed Book 686 at page 495.

And being the same property deeded to Daniel Bruce Goforth and wife, Joyce I. Goforth by deed dated June 27, 1964 and recorded in the Buncombe County Register's Office in Dead Book 903 on Page 460.

EXCEPTING a certain easement for roadway purposes made by Daniel Bruce Goforth and wife, Joyce I. Goforth to James Oscar Reed and wife Betty S. Reed which is .dated July 27, 1964 and recorded in Deed Book 905 on Page 263 in the Buncombe County Registry granting to the Reeds, their heirs and assigns a perpetual right of way and easement of ingress, egress and regress over and above the property described in said deed for a 30 foot roadway.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1092 at Page 241, Buncombe County Registry. *Also: Buncombe County NC estates # 2008-E-228.*

All or a portion of the property herein conveyed does not include Grantor's primary residence.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land, together with all the privileges and appurtenances thereunto belonging, unto said Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Easements, restrictions, and rights of way of record.

NO TITLE EXAMINATION: Preparation of this deed is not to be construed as a title examination of the subject property, but was prepared from information and documents provided the preparer by the Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

*Carmen M. McDougall*  
Carmen McDougall, Trustee of the Louis A.

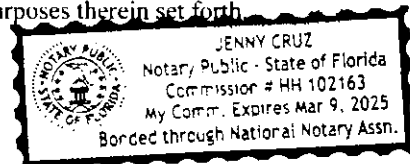
Mendez Living Trust dated December 1, 2004, Grantor

#### SEAL-STAMP

STATE OF FLORIDA  
MIAMI-DADE COUNTY

I, a Notary Public of said State and County, certify that Carmen McDougall, Trustee of the Louis A. Mendez Living Trust dated December 1, 2004, personally appeared before me this day and, being known by me or who produced satisfactory evidence of identity, acknowledged the voluntary execution of the foregoing instrument for the uses and purposes therein set forth.

Witness my hand and official seal on June 16, 2022.



*Jenny Cruz*  
Notary Public

My Commission Expires: *Mar 9 2025*

THOMAS D. ROBERTS PLLC  
ATTORNEY AT LAW

ONE OAK PLAZA, SUITE 209  
ASHEVILLE, NORTH CAROLINA 28801  
TOM@TOMROBERTSLAW.COM  
(828) 252-0602

(ATTACHMENT)

Certificate of Trust

see Buncombe County  
estates # 2008-E-228

1. The following trust is the subject of this Affidavit:

Carmen McDougal, Trustee, or her successors in trust, under the Louis A. Mendez Living Trust dated December 1, 2004, and any amendments thereto.

2. Article 3.03(a) of the trust (attached) provides for the succession of trustees following the death of the Settlor, Louis A. Mendez, as follows: (1) his widow, Sharon M. Mendez, (2) his friend, John W. Chorlog, (3) his daughters, Carmen McDougall and Lisa Prince, jointly, or the survivor of them.

Louis A. Mendez died on September 1, 2005.

Sharon M. Mendez died on February 4, 2016.

John W. Chorlog died on January 21, 2008.

Lisa Prince (Savo) died on August 22, 2011.

Copies of the above-named successors' death certificates are attached hereto.

3. The name and address of the currently acting Trustee, the survivor of the successors named above, is as follows:

Carmen McDougall  
1411 SW 23rd Terrace  
Miami, FL 33145

4. The trust is currently in full force and effect.
5. Attached to this Affidavit and incorporated into it by reference are selected provisions of the trust evidencing the following:

Page 1-1	Establishing the trust and initial trustees
Page 3-2	Trustee succession following Settlor's death
Pages 14-1 to 14-11	Trustee Powers
Pages 15-10 to 15-12	Signature pages

6. The trust provisions which are not attached to this Affidavit are of a personal nature, set forth the distribution of trust property, and do not modify the powers of the Trustee.

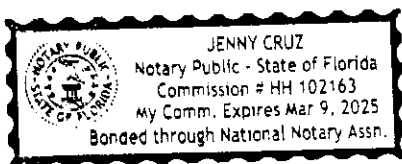
6. The signer of this Affidavit, who is currently the sole acting Trustee of the trust, declares that the foregoing statements and the attached trust provisions are true and correct, under penalty of perjury.
7. This Affidavit is dated June 15, 2022.

  
Carmen McDougall, Trustee

STATE OF FLORIDA     )  
  ) ss.  
MIAMI-DADE COUNTY    )

I, a Notary Public for said County and State, do hereby certify that Carmen McDougall, who is personally known to me or who produced satisfactory evidence of identity personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal on June 15, 2022.



  
\_\_\_\_\_  
Notary Public  
My commission expires: Mar 9 2025

BUREAU of VITAL STATISTICS

2005 122746

013315

## FLORIDA CERTIFICATE OF DEATH

1 DECEDENT'S NAME (First, Middle, Last Suffix) <b>Louis A. Mendez</b>		3 SEX <b>Male</b>	
2 DATE OF BIRTH (Month, Day, Year) <b>1947</b>		6 DATE OF DEATH (Month, Day, Year) <b>September 1, 2005</b>	
4 SOCIAL SECURITY NUMBER <b>*** **3</b>		8 COUNTY OF DEATH <b>Miami-Dade</b>	
7 BIRTHPLACE (City and State or Foreign Country) <b>Key West, Florida</b>		10 CITY, TOWN OR LOCATION OF DEATH <b>Miami Beach</b>	
9 PLACE OF DEATH (Check only one) <input checked="" type="checkbox"/> HOSPITAL <input type="checkbox"/> NURSING HOME <input type="checkbox"/> HOME <input type="checkbox"/> OTHER		11 WHERE CITY LIVES <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
12 MARRIAGE STATUS (Specify) <input checked="" type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married		13 DECEASED'S MARITAL STATUS (Specify) <b>Sharon M. Mendez</b>	
14 RESIDENCE - STATE <b>Florida</b>		15 CITY, TOWN OR LOCATION <b>Miami Beach</b>	
16 STREET ADDRESS <b>6423 Collins Avenue</b>		17 ZIP CODE <b>33141</b>	
18 DECEASED'S USUAL OCCUPATION (Specify type of work done during most of working life) <b>Engineer</b>		19 KIND OF BUSINESS/INDUSTRY <b>Water &amp; Sewer</b>	
20 DECEASED'S RACE (Specify the race/ethnicity to which the decedent is most closely related) <input checked="" type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaska Native (Specify tribe) <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian (Specify) <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Is. (Specify) <input type="checkbox"/> Other (Specify)			
21 DECEASED'S EDUCATION (Specify the decedent's highest degree or level of education attained at time of death) <input type="checkbox"/> No or less <input type="checkbox"/> High school but no diploma <input type="checkbox"/> High school diploma or GED <input checked="" type="checkbox"/> Bachelor's <input type="checkbox"/> Master's <input type="checkbox"/> Doctorate <input type="checkbox"/> Yes <input type="checkbox"/> No			
22 DECEASED'S NAME (First, Middle, Last Suffix) <b>Luis G. Mendez</b>			
23 DECEASED'S NAME (First, Middle, Last Suffix) <b>Claudina Lucignani</b>			
24 RELATIONSHIP TO DECEASED <b>Wife</b>			
25 DECEASED'S NAME (First, Middle, Last Suffix) <b>Sharon M. Mendez</b>			
26 DECEASED'S NAME (First, Middle, Last Suffix) <b>Florida</b>			
27 CITY OR TOWN <b>Miami Beach</b>			
28 STREET ADDRESS <b>6423 Collins Ave. 1206</b>			
29 ZIP CODE <b>33141</b>			
30 PLACE OF DEPOSITION (Place of assembly, assembly, or other place) <b>Allen &amp; Shaw Crematory, Inc.</b>			
31 LOCATION - STATE <b>Florida</b>			
32 LOCATION - CITY OR TOWN <b>Opa-Locka</b>			
33 METHOD OF DEPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Entombment <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Removal from State (Specify)			
34 IF CREMATION, DONATION OR BURIAL AT SEA, APPROVAL, QUANTITY <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
35 LICENSE NUMBER OF LICENSED <b>KA-400</b>			
36 SIGNATURE OF FUNERAL HOME/CHURCH/OTHER ACTING AS SUCH <b>Marianne M. Mendez</b>			
37 NAME OF FUNERAL FACILITY <b>Allen &amp; Shaw Cremations, Inc.</b>			
38 FACILITY'S NAME - STATE <b>Florida</b>			
39 CITY OR TOWN <b>Opa-Locka</b>			
40 STREET ADDRESS <b>13931 NW 20th Court</b>			
41 ZIP CODE <b>33054</b>			
42 CERTIFICATE <input checked="" type="checkbox"/> Certifying Population - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated <input type="checkbox"/> Other (Specify)			
43 SIGNATURE OF CERTIFIER <b>Ronald Scheib, MD</b>			
44 DATE SIGNED (Month/Day/Year) <b>09-07-2005</b>			
45 NAME OF ATTENDING PHYSICIAN (If other than Certifier) <b>Ronald Scheib, MD</b>			
46 CITY OR TOWN <b>Florida</b>			
47 STREET ADDRESS <b>3801 S. Bayshore Blvd</b>			
48 ZIP CODE <b>33137</b>			
49 DATE FILED BY HEALTH DEPT. (Day, Month, Year) <b>SEP 19 2005</b>			

The first five digits of the decedent's Social Security Number have been redacted pursuant to §119.071(5), Florida Statutes.

Ken Jones

STATE REGISTRAR

**DATE ISSUED: June 6, 2022**

REQ: 2024049261

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD OFFICE IN THIS OFFICE.

**WARNING:** THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THIS PRESENCE OF THE SEAL. THE DOCUMENT IS PROVIDED WITH A RAILED CORD SURROUNDING THE DOCUMENTED SEAL. THE PHOTOGRAPHIC BACK CONTAINS SPECIAL LINES WITH TEXT. THIS DOCUMENT IS A NOT PRODUCT OF A COPYRIGHT.

**WARNING:**



\* 6 0 3 9 2 5 2 7 \*

DIT FORM 1947 (8-13)

**CERTIFICATION OF VITAL RECORD**

3813980 COMMONWEALTH OF VIRGINIA

DEPARTMENT OF HEALTH - DIVISION OF VITAL RECORDS

COMMONWEALTH OF VIRGINIA - CERTIFICATE OF DEATH  
DEPARTMENT OF HEALTH - DIVISION OF VITAL RECORDS - RICHMOND

1. FULL NAME OF DECEASED <b>SHARON</b>		2. DATE OF BIRTH <b>FEBRUARY 4, 2016</b>		3. DATE OF DEATH <b>FEBRUARY 17, 2016</b>		4. TIME OF DEATH <b>16-006855</b>	
5. SEX <b>MALE</b>		6. AGE <b>80</b>		7. RACE <b>WHITE</b>		8. ETHNICITY <b>AMERICAN INDIAN OR ALASKA NATIVE</b>	
9. PLACE OF BIRTH <b>NEW YORK</b>		10. SOCIAL SECURITY NUMBER <b>123-45-6789</b>		11. MARITAL STATUS <b>WIDOW</b>		12. HUSBAND'S NAME <b>LOUIS MENDEZ</b>	
13. STREET ADDRESS <b>2904 W GRACE ST</b>		14. CITY OR TOWN OF RESIDENCE <b>RICHMOND</b>		15. STATE <b>VIRGINIA</b>		16. ZIP CODE <b>23221</b>	
17. RACE OF DECEASED (CHECK ONE) <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> BLACK OR AFRICAN AMERICAN <input type="checkbox"/> HISPANIC <input type="checkbox"/> ASIAN <input type="checkbox"/> NATIVE AMERICAN <input type="checkbox"/> OTHER (SPECIFY)		18. RACE OF DECEASED (CHECK ONE) <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> BLACK OR AFRICAN AMERICAN <input type="checkbox"/> HISPANIC <input type="checkbox"/> ASIAN <input type="checkbox"/> NATIVE AMERICAN <input type="checkbox"/> OTHER (SPECIFY)		19. RACE OF DECEASED (CHECK ONE) <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> BLACK OR AFRICAN AMERICAN <input type="checkbox"/> HISPANIC <input type="checkbox"/> ASIAN <input type="checkbox"/> NATIVE AMERICAN <input type="checkbox"/> OTHER (SPECIFY)		20. RACE OF DECEASED (CHECK ONE) <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> BLACK OR AFRICAN AMERICAN <input type="checkbox"/> HISPANIC <input type="checkbox"/> ASIAN <input type="checkbox"/> NATIVE AMERICAN <input type="checkbox"/> OTHER (SPECIFY)	
21. EDUCATION (HIGHEST GRADE COMPLETED) <b>HS GRAD</b>		22. OCCUPATION <b>ACCOUNTING</b>		23. COUNTRY OF BIRTH <b>UNITED STATES OF AMERICA</b>		24. US CITIZENSHIP <b>CITIZEN</b>	
25. MARITAL STATUS <b>WIDOW</b>		26. HUSBAND'S NAME <b>LOUIS MENDEZ</b>		27. PLACE OF BIRTH <b>NEW YORK</b>		28. SOCIAL SECURITY NUMBER <b>123-45-6789</b>	
29. FULL NAME OF DECEASED'S FATHER <b>JAMES MURPHY</b>		30. FULL NAME OF DECEASED'S MOTHER <b>EMILY MUNSON</b>		31. FULL NAME OF DECEASED'S SON <b>SEAN WIERG</b>		32. FULL NAME OF DECEASED'S DAUGHTER <b>BON SECOURS ST. MARY'S HOSPITAL</b>	
33. PLACE OF BIRTH <b>RICHMOND</b>		34. STREET ADDRESS <b>5801 BREMO ROAD</b>		35. CITY OR TOWN OF DEATH <b>RICHMOND</b>		36. STATE <b>VIRGINIA</b>	
37. ZIP CODE <b>23226</b>		38. COUNTY OF DEATH <b>HENRICO COUNTY</b>		39. METHOD OF INTERMENT <b>CREMATION</b>		40. PLACE OF INTERMENT <b>CREMATION SOCIETY OF VIRGINIA</b>	
41. SIGNATURE OF PHYSICIAN <b>/S/ MATTHEW JASON LOWERY</b>		42. SIGNATURE OF DECEASED <b>MATTHEW JASON LOWERY</b>		43. SIGNATURE OF PHYSICIAN <b>/S/ MATTHEW JASON LOWERY</b>		44. SIGNATURE OF DECEASED <b>MATTHEW JASON LOWERY</b>	
45. TIME OF DEATH <b>16:00</b>		46. PLACE OF DEATH <b>2904 W GRACE ST</b>		47. CITY OF DEATH <b>RICHMOND</b>		48. STATE OF DEATH <b>VIRGINIA</b>	
49. ZIP CODE <b>23221</b>		50. COUNTY OF DEATH <b>HENRICO COUNTY</b>		51. METHOD OF INTERMENT <b>CREMATION</b>		52. PLACE OF INTERMENT <b>CREMATION SOCIETY OF VIRGINIA</b>	
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## BUREAU of VITAL STATISTICS

THIS DOCUMENT HAS A LIGHT MICRODOT ON THE WATERMARKED PAPER. READ TO IDENTIFY THE DOCUMENT.

FLORIDA CERTIFICATE OF DEATH 2008 006944

1. DECEASED'S NAME (Print Name, Last, First, Middle Initial) John Winton Chorlog

2. SEX Male

3. DATE OF BIRTH (Month, Day, Year) 1926

4. AGE Last Birthday 82

5. PLACE OF BIRTH (City, State, and Country) Chicago, Illinois

6. SOCIAL SECURITY NUMBER \*\*\*-\*\*-\*\*\*\*

7. COUNTY OF DEATH Alachua

8. PLACE OF DEATH (City, State, and Country) Gainesville, Florida

9. FACILITY NAME (If not available, give street address) North Florida Regional Medical Center

10. DEATH CERTIFICATE (If not available, give street address) Gainesville

11. DECEASED'S MARRIAGE STATUS (If not available, give street address) Married

12. DECEASED'S MARRIAGE STATUS (If not available, give street address) Elizabeth Sanchez

13. DECEASED'S MARRIAGE STATUS (If not available, give street address) 6600 SW 47th Street

14. DECEASED'S MARRIAGE STATUS (If not available, give street address) 33155

15. DECEASED'S MARRIAGE STATUS (If not available, give street address) Buyer

16. DECEASED'S MARRIAGE STATUS (If not available, give street address) Department Stores

17. DECEASED'S MARRIAGE STATUS (If not available, give street address) X White

18. DECEASED'S MARRIAGE STATUS (If not available, give street address) X High School Graduate

19. DECEASED'S MARRIAGE STATUS (If not available, give street address) John K. Chorlog

20. DECEASED'S MARRIAGE STATUS (If not available, give street address) Eleanor Hejnen

21. DECEASED'S MARRIAGE STATUS (If not available, give street address) Elizabeth Chorlog

22. DECEASED'S MARRIAGE STATUS (If not available, give street address) Wife

23. DECEASED'S MARRIAGE STATUS (If not available, give street address) 6600 SW 47th Street

24. DECEASED'S MARRIAGE STATUS (If not available, give street address) 33155

25. DECEASED'S MARRIAGE STATUS (If not available, give street address) Forest Meadows Crematory

26. DECEASED'S MARRIAGE STATUS (If not available, give street address) Gainesville

27. DECEASED'S MARRIAGE STATUS (If not available, give street address) Forest Meadows Funeral Home

28. DECEASED'S MARRIAGE STATUS (If not available, give street address) Gainesville

29. DECEASED'S MARRIAGE STATUS (If not available, give street address) 725 NW 23rd Avenue

30. DECEASED'S MARRIAGE STATUS (If not available, give street address) 32609

31. DECEASED'S MARRIAGE STATUS (If not available, give street address) 4675

32. DECEASED'S MARRIAGE STATUS (If not available, give street address) Alan Goldblatt, M.D.

33. DECEASED'S MARRIAGE STATUS (If not available, give street address) Gainesville

34. DECEASED'S MARRIAGE STATUS (If not available, give street address) 2205 SW 40th Terrace

35. DECEASED'S MARRIAGE STATUS (If not available, give street address) 32605

36. DECEASED'S MARRIAGE STATUS (If not available, give street address) 1/23/2008

The first five digits of the decedent's Social Security Number have been redacted pursuant to §119.071(5), Florida Statutes

*Ken Jones*

STATE REGISTRAR

DATE ISSUED: May 26, 2022  
REQ 2024021648

WARNING: THIS DOCUMENT IS PRINTED ON PHOTOCOPIED SECURITY PAPER WITH WATERMARK. IF THE WATERMARK IS NOT VISIBLE, THE DOCUMENT IS NOT A COPY OF THE ORIGINAL. THE WATERMARK IS A COLOR COPY.



\* 60034980 \*

DN FORM 1947 (02-13)

CERTIFICATION OF VITAL RECORD



This is to certify that this is a true copy of the record which is on file in the Pennsylvania Department of Health, in accordance with the Vital Statistics Law of 1953, as amended.

**WARNING: It is illegal to duplicate this copy by photostat or photograph.**



*Audrey C. Marrocco*

Audrey C. Marrocco  
State Registrar

May 12, 2022

11160113

No.

Date

H105-905 REV (10/08)  
TYPE / PRINT IN  
PERMANENT  
BLACK INK

COMMONWEALTH OF PENNSYLVANIA • DEPARTMENT OF HEALTH • VITAL RECORDS

**CERTIFICATE OF DEATH**  
(See instructions and examples on reverse)

081958

STATE FILE NUMBER

1. Name of Decedent (First, middle, last, suffix) <b>LISA PRINCE SAVO</b>		2. Sex <b>F</b>	3. Social Security Number <b>[REDACTED]</b>	4. Date of Death (Month, day, year) <b>August-22-2011</b>
5. Age (Last birthday) <b>55</b> Yr.	Under 1 year Months <b>55</b>	Under 1 day Hours <b>55</b>	6. Date of Birth (Month, day, year) <b>[REDACTED]</b>	7. Birthplace (City and state or foreign country) <b>Miami, Fla.</b>
8a. County of Death <b>Lackawanna</b>	8b. City, Town, or Locality <b>Scranton</b>	8c. Facility Name (If not institution, give street and number) <b>Regional Hospital</b>	9. Place of Death (Check only one) <input checked="" type="checkbox"/> Hospital <input type="checkbox"/> Outpatient <input type="checkbox"/> DCA <input type="checkbox"/> Nursing Home <input type="checkbox"/> Prison <input type="checkbox"/> Other - Specify	
10. Decedent's Usual Occupation (Kind of work done during most of working life. Do not state retired) <b>Graphic Designer</b>	11. Decedent's Education (Specify only highest grade completed) <b>12</b>	12. Decedent's Education (Specify only highest grade completed) <b>0</b>	13. Marital Status: Married, Never Married, Widowed, Divorced (Specify) <b>m</b>	14. Surviving Spouse (If with last name) <b>FRANK SAVO</b>
15. Decedent's Mailing Address (Street, city, town, state, zip code) <b>2405 SR. 29 Springville, Pa. 18844</b>	16. Decedent's Place of Birth (Month, day, year) <b>PA.</b>	17a. County <b>Susquehanna</b>	17b. Decedent Lived in a Township? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	17c. Decedent Lived in a Township? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18. Father's Name (First, middle, last, suffix) <b>Louis Alfred Mendez</b>	19. Mother's Name (First, middle, last, suffix) <b>NORA MAE OWEN</b>	20. Decedent's Mailing Address (Street, city, town, state, zip code) <b>2405 SR. 29 Springville, Pa. 18844</b>		
21a. Method of Disposition <input type="checkbox"/> Burial <input type="checkbox"/> Removal from State <input type="checkbox"/> Other - Specify	21b. Date of Disposition (Month, day, year) <b>8-24-11</b>	21c. Place of Disposition (Place of interment, crematory or other place) <b>R.H. Jones Crematory</b>	21d. Location (City, town, state, zip code) <b>Tunkhannock, Pa. 18657</b>	
22. Signature of Person Completing Certificate (Print name) <b>Charles H. Litwin</b>	23. License Number <b>011235-L</b>	24. Name and Address of Facility <b>Charles H. Litwin M.D. 91 State St. Nicholson, Pa. 18846</b>	25. Date Signed (Month, day, year) <b>8/23/11</b>	
26. Cause of Death (See instructions and examples) <b>Breast Cancer</b>				
27. List other significant conditions contributing to death but not resulting in the underlying cause given in Part I. <b>[REDACTED]</b>				
28. Was Case Reported to Medical Examiner / Coroner for a Reason Other than Coroner or Doctor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
29a. Was an Autopsy Performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	29b. Were Autopsy Findings Available Prior to Completion of Cause of Death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could Not Be Determined	31. Date of Injury (Month, day, year) <b>8-23-11</b>	32. Location of Injury (Street, city, town, state, zip code) <b>1100 MADE ST DUNMORE, PA 15509</b>
33. Certifier (Print name only) <b>[REDACTED]</b>				
34. Signature and Title of Certifier <b>[REDACTED] M.D.</b>				
35. License Number <b>MD023473 IE</b>				
36. Date Signed (Month, day, year) <b>8/23/11</b>				
37. Name and Address of Person Who Completed Cause of Death (Part 2) Type / Print <b>SAVERIO SCIALLE M.D. 1100 MADE ST DUNMORE, PA 15509</b>				

Disposition Permit No. **0602836**



# THE LOUIS A. MENDEZ LIVING TRUST

## Article One Establishing My Trust

The date of this trust agreement is December 1, 2004. The parties to this agreement are Louis A. Mendez (the "Grantor") and Louis A. Mendez and Sharon M. Mendez (collectively, the "Trustee").

### **Section 1.01 Identifying My Trust**

My trust may be referred to as "Louis A. Mendez and Sharon M. Mendez, Trustees of the Louis A. Mendez Living Trust dated December 1, 2004, and any amendments thereto."

For the purpose of transferring property to my trust, or identifying my trust in any beneficiary or pay-on-death designation, any description referring to my trust shall be effective if it reasonably identifies my trust and indicates that the trust property is held in a fiduciary capacity.

### **Section 1.02 Reliance by Third Parties on Affidavit or Certification of Trust**

From time to time, third parties may require documentation to verify the existence of this agreement, or particular provisions of it, such as the name or names of my Trustee or the powers held by my Trustee. To protect the confidentiality of this agreement, my Trustee may use an affidavit or a certification of trust that identifies my Trustee and sets forth the authority of my Trustee to transact business on behalf of my trust. The affidavit or certification may include pertinent pages from this agreement, such as title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by my Trustee with respect to the representations contained in the affidavit or certification of trust. A third party relying upon an affidavit or certification of trust shall be exonerated from any liability for actions the third party takes or fails to take in reliance upon the representations contained in the affidavit or certification of trust. A third party dealing with my Trustee shall not be required to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee.

Notice of removal shall be delivered to the Trustee being removed and shall be effective in accordance with the provisions of the notice.

Notice of appointment shall be delivered to and accepted by the successor Trustee and shall become effective at that time. A copy of the notice shall be attached to this agreement.

### **Section 3.03 Trustee Succession After My Death**

After my death, this Section shall govern the removal and replacement of my Trustees.

#### **(a) Administrative Trustee**

I appoint the following, in the order named, to serve as successor Trustee during the administration of my Trust:

Sharon M. Mendez; then

John W Chorlog; and then

Carmen McDougall and Lisa Prince, jointly, or the survivor of them

#### **(b) Trustee of Marital Trust**

I appoint my wife to serve as Trustee of the Marital Trust upon creation of the Marital Trust. If my wife is unable to serve, I appoint the following, in the order named, as Trustee of the Marital Trust:

Erik D. Wiberg

James P. Wiberg, Wendy A. Wiberg and Sean T. Wiberg, jointly, or the survivor of them

#### **(c) Trustee of the Descendants' Trusts**

I appoint John W Chorlog to serve as Trustee of the Descendants' Trusts upon creation of the Descendants' Trusts. If John W Chorlog is unable to serve, I appoint Carmen McDougall and Lisa Prince, jointly, or the survivor of them as Trustee of the Descendants' Trusts.

#### **(d) Trustees of the Separate Trusts**

The beneficiary of a separate trust created under this agreement may appoint himself or herself as a Cotrustee of his or her separate trust to serve with the then serving Trustee. At any time a beneficiary is serving as a Trustee of his or her trust, there must be at least one other Trustee serving with the beneficiary. If a Trustee vacancy occurs and no designated successor Trustee

## **Article Fourteen My Trustee's Powers**

### **Section 14.01 Introduction to Trustee's Powers**

Except as otherwise specifically provided in this agreement, my Trustee may exercise, without prior approval from any court, all the powers conferred by this agreement and any powers conferred by law, including, without limitation, those powers set forth under the common law or statutory law of the State of Florida or any other jurisdiction whose law applies to this trust. The powers set forth in Section 737.402, et. seq., Florida Statutes are specifically incorporated into this trust agreement. The powers conferred upon my Trustee by law, including those powers conferred by Section 737.402, et. seq., Florida Statutes, shall be subject to any express limitations or contrary directions contained in this agreement.

My Trustee shall exercise these powers in the manner my Trustee determines to be in the best interests of the beneficiaries. My Trustee shall not exercise any of its powers in a manner that is inconsistent with the right of the beneficiaries to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee of a trust may have duties and responsibilities in addition to those described in this agreement. I encourage my Trustee to obtain appropriate legal advice if my Trustee has any questions concerning its duties and responsibilities as Trustee.

### **Section 14.02 Execution of Documents by My Trustee**

My Trustee may execute and deliver any and all instruments in writing that my Trustee considers necessary to carry out any of the powers granted in this agreement.

### **Section 14.03 Investment Powers in General**

My Trustee may invest in any type of investment that my Trustee determines is consistent with the investment goals of my trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account my trust's overall investment portfolio.

I have provided that certain beneficiaries of this trust receive payments of periodic unitrust amounts. My intent in doing so is to allow my Trustee to invest trust assets for total return rather than solely for income. This will allow my Trustee to provide regular payments to current beneficiaries that will keep pace with inflation in future years while providing for the remainder beneficiaries, and preserving the value and purchasing power of their interest in this trust.

Without limiting my Trustee's investment authority in any way, I request that my Trustee exercise reasonable care and skill in selecting and retaining trust investments. I also request that my Trustee take into account the following factors in choosing investments for my trust:

The potential return from the investment, both in the form of income and appreciation;

The potential income tax consequences of the investment;

The investment's potential for volatility; and

The role the investment will play in the trust's portfolio.

I request that my Trustee, in arranging the investment portfolio of the trust, also consider the possible effects of inflation or deflation, changes in global and U.S. economic conditions, transaction expenses, and the trust's need for liquidity.

My Trustee may delegate its discretion to manage trust investments to any registered investment adviser or corporate fiduciary.

#### **Section 14.04 Banking Powers**

My Trustee may establish bank accounts of any type in one or more banking institutions that my Trustee may choose. My Trustee may open accounts in the name of my Trustee (with or without disclosing fiduciary capacity) or in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the fiduciary nature of the account or refer to any trust or Trustee.

An account from which my Trustee makes frequent disbursements need not be an interest bearing account. My Trustee may authorize withdrawals from an account by check, draft or other instrument or in any other manner.

#### **Section 14.05 Business Powers**

My Trustee is authorized to serve as an officer, director, manager, or in any other capacity of any proprietorship, partnership, joint venture, corporation, or other enterprise in which the trust has an interest (whether or not such interest is total or controlling). My Trustee may receive compensation for services.

My Trustee may contract with and otherwise deal with any such enterprise in the same manner as it would with any enterprise in which the trust has no interest, and may use any voting power my Trustee may have to implement its authority (whether as Trustee or as an officer, director, or other official of the enterprise).

With respect to any units in a limited liability company, limited partnership, or stock in a closely-held corporation ("closely-held company") that are contributed to the trust, the powers granted to my Trustee in this Article shall not disqualify my Trustee from acting personally and independently, and not in a fiduciary capacity, with respect to any closely held company, from holding office in the closely-held company, from accepting remuneration from the closely-held company, from voting any units or stock in favor of the Trustee as a director or officer of the closely-held company, or from purchasing or selling units or stock of the closely-held company.

If a trust is funded with subchapter S stock, my Trustee may either elect to qualify the trust as a qualified subchapter S trust ("QSST") under Section 1361(d)(3) of the Internal Revenue Code or as an electing small business trust under Section 1361(e)(1) to administer the trust in accordance with the requirements of the corresponding Section.

#### **Section 14.06 Contract Powers**

My Trustee may sell at public or private sale, transfer, exchange for other property, and otherwise dispose of trust property for consideration and upon terms and conditions that my Trustee deems advisable. My Trustee may grant options of any duration for any such sales, exchanges, or transfers of trust property.

My Trustee may enter into contracts, and may deliver deeds or other instruments, that my Trustee deems appropriate.

#### **Section 14.07 Common Investments**

For purposes of convenience with regard to the administration and investment of the trust property, my Trustee may invest part or all of the trust property jointly with trust property of other trusts for which my Trustee is also serving as a Trustee. For this purpose, a corporate fiduciary acting as my Trustee may use common funds for investment.

When trust property is managed and invested in this manner, my Trustee shall maintain records that sufficiently identify that portion of the jointly invested assets that constitute the trust property of this trust.

#### **Section 14.08 Environmental Powers**

My Trustee shall have the right to inspect trust property to determine compliance with or to respond to any environmental law affecting the trust property. "Environmental law" shall mean any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or of human health.

My Trustee may refuse to accept property if my Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to my Trustee.

My Trustee may use and expend trust property to (i) conduct environmental assessments, audits or site monitoring; (ii) take remedial action to contain, clean up or remove any hazardous substance including a spill, discharge or contamination; (iii) institute, contest or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance; (iv) comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement or clean-up of any hazardous substance; and (v) employ agents, consultants and legal counsel to assist my Trustee in these actions.

My Trustee shall not be liable for any loss or reduction in value sustained by my trust as a result of my Trustee's retention of property on which hazardous materials or substances requiring remedial action are discovered unless my Trustee contributed to the resulting loss or reduction in value through willful misconduct or gross negligence.

My Trustee shall not be liable to any beneficiary or to any other party for any decrease in the value of trust property as a result of my Trustee's compliance with any environmental law, including any reporting requirement.

My Trustee may release, relinquish or disclaim any power held by my Trustee that my Trustee determines may cause my Trustee to incur individual liability under any environmental law.

#### **Section 14.09 Farm, Ranch and Other Agricultural Powers**

My Trustee may retain, acquire, and sell any farm or ranching operation, whether as a sole proprietorship, partnership, or corporation.

My Trustee may engage in the production, harvesting, and marketing of farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

My Trustee may engage and participate in any government farm program, whether state or federally sponsored.

My Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

My Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities, and acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

My Trustee may do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries.

### **Section 14.10 Insurance Powers**

My Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on my life, the life of any beneficiary, or on the life of any person in whom any beneficiary has an insurable interest.

My Trustee may purchase disability, medical, liability, long-term health care and other insurance on behalf of and for the benefit of any beneficiary. My Trustee may purchase annuities and similar investments for any beneficiary.

My Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy. My Trustee may borrow money to pay premiums due on any policy, either by borrowing from the company issuing the policy or from another source. My Trustee may assign the policy as security for the loan.

My Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

My Trustee may elect any paid-up insurance or extended term insurance nonforfeiture option contained in a policy.

My Trustee shall have the power to sell any policy at its fair market value to anyone having an insurable interest in the policies including the insured.

My Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing the policy.

Upon termination of the trust, my Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

### **Section 14.11 Loans and Borrowing Powers**

My Trustee may make secured or unsecured loans to any person (including a beneficiary), entity, trust or estate, for any term or payable on demand, with or without interest. My Trustee may enter into or modify the terms of any mortgage or security agreement granted in connection with any loan and may release or foreclose on the mortgage or security.

My Trustee may borrow money at interest rates and on other terms that it deems advisable from any person, institution or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

My Trustee may encumber trust property by mortgages, pledges and other hypothecation and shall have the power to enter into any mortgage, whether as a mortgagee or mortgagor even though the term may extend beyond the termination of the trust and beyond the period

that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities.

My Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. My Trustee may accept deeds in lieu of foreclosure.

#### **Section 14.12 Nominee Powers**

My Trustee may hold real estate, securities and any other trust property in the name of a nominee or in any other form without disclosing the existence of any trust or fiduciary capacity.

#### **Section 14.13 Oil, Gas and Mineral Interests**

My Trustee may acquire, maintain, develop and exploit, either alone or jointly with others, any oil, gas, coal, minerals or other natural resource rights or interests.

My Trustee may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell and exchange any of such rights and interests on terms and for a price that my Trustee deems advisable.

My Trustee may execute leases, pooling and unitization agreements and other types of agreements in connection with such oil, gas, coal, mineral and other natural resource rights and interests even though such arrangements may extend beyond the termination of the trust.

My Trustee may execute division orders, transfer orders, releases, assignments, farm outs, and any other instruments that it deems proper.

My Trustee may employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition, and development of any mineral interest, and may pay the cost of the services from the principal and income of the trust property.

#### **Section 14.14 Payment of Taxes and Expenses**

Except as otherwise provided in this agreement, my Trustee is authorized to pay all property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments shall be a charge against the trust property and shall be paid by my Trustee out of the income, or to the extent that the income is insufficient, then out of the principal of the trust property. The determination of my Trustee with respect to the payment of expenses shall be conclusive upon the beneficiaries.



#### **Section 14.15 Qualified Family Owned Business Interests Deduction**

My Trustee, other than an Interested Trustee, shall have the power to amend the terms of a trust holding "qualified family-owned business interests" as defined in Section 2057 of the Internal Revenue Code, in order to permit trust property to qualify for the "family owned business deduction," even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

#### **Section 14.16 Qualified Real Property Valuation**

My Trustee, other than an Interested Trustee, shall have the power to amend the terms of a trust holding "qualified real property" as defined in Section 2032A of the Internal Revenue Code, in order to permit the qualified real property to qualify or continue to qualify for special use valuation permitted under Section 2032A, even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

#### **Section 14.17 Real Estate Powers**

My Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve and in general deal in and with real property in such manner and on such terms and conditions as my Trustee deems appropriate.

My Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements, and abandon, any real property.

My Trustee may manage real estate in any manner that my Trustee deems best and shall have all other real estate powers necessary for this purpose.

My Trustee may enter into contracts to sell real estate. My Trustee may enter into leases and grant options to lease trust property even though the term of the agreement extends beyond the termination of the trust and beyond the period that is required for an interest created under this agreement to vest in order to be valid under the rule against perpetuities. For such purposes, my Trustee may enter into any contracts, covenants and warranty agreements that my Trustee deems appropriate.

#### **Section 14.18 Residences and Tangible Personal Property**

My Trustee may acquire, maintain and invest in any residence for the use and benefit of the beneficiaries, whether or not the residence is income producing and without regard to the proportion that the value of the residence may bear to the total value of the trust property and even if retaining the residence involves financial risks that trustees would not ordinarily incur. My Trustee may pay or make arrangements for others to pay all carrying costs of the residence, including, but not limited to, taxes, assessments, insurance, expenses of

maintaining the residence in suitable repair, and other expenses relating to the operation of the residence for the benefit of the beneficiaries.

My Trustee may acquire, maintain and invest in articles of tangible personal property, whether or not the property is income producing, and may pay the expenses of the repair and maintenance of the property.

My Trustee shall have no duty to convert the property referred to in this Section to productive property except as required by other provisions of this agreement.

My Trustee may permit any income beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that my Trustee may determine, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

My Trustee shall have no liability for any depreciation or loss as a result of the retention of any property retained or acquired under the authority of this Section.

#### **Section 14.19 Retention and Abandonment of Trust Property**

My Trustee may retain, without liability for depreciation or loss resulting from retention, any property constituting the trust at the time of its creation, at the time of my death or as the result of the exercise of a stock option. My Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

My Trustee may hold property that is non-income producing or is otherwise nonproductive if holding the property is, in the sole and absolute discretion of my Trustee, in the best interests of the beneficiaries. On the other hand, except when I am serving as a Trustee, my Trustee shall invest contributions of cash and cash equivalents as soon as reasonably practical after the assets have been acquired by the trust. My Trustee is permitted to retain a reasonable amount in cash or money market accounts in order to pay anticipated expenses and other costs and to provide for anticipated distributions to or for the benefit of a beneficiary. But my Trustee shall convert any nonproductive property held in any trust qualifying for the federal estate tax marital deduction as qualified terminable interest property under Section 2056(b)(7) of the Internal Revenue Code and for any state death tax marital deduction under the law of any state to productive property upon the written request of my wife.

My Trustee may abandon any trust property that my Trustee deems to be of insignificant value.

## **Section 14.20 Securities, Brokerage and Margin Powers**

My Trustee may buy, sell, trade and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, options and other securities of any kind and in any amount, including short sales. My Trustee may write and purchase call or put options, and other derivative securities. My Trustee may maintain margin accounts with brokerage firms and may pledge securities to secure loans and advances made to my Trustee or to or for the benefit of a beneficiary.

My Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. My Trustee may have all securities registered in the name of the bank or trust company or in the name of its nominee. My Trustee may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for and disburse any income and generally to perform the duties and services incident to a custodian of accounts.

My Trustee may employ a broker-dealer as a custodian for securities held by the trust and may register the securities in the name of the broker-dealer or in the name of a nominee with or without the addition of words indicating that the securities are held in a fiduciary capacity. My Trustee may hold securities in bearer or uncertificated form and may use a central depository, clearing agency or book-entry system, such as The Depository Trust Company, Euroclear or the Federal Reserve Bank of New York.

My Trustee may participate in any reorganization, recapitalization, merger or similar transaction. My Trustee may exercise or sell conversion or subscription rights for securities of all kinds and description.

My Trustee may give proxies or powers of attorney that may be discretionary and with or without powers of substitution. My Trustee may vote or refrain from voting as to any matter.

## **Section 14.21 Settlement Powers**

My Trustee may settle, by compromise, adjustment, arbitration or otherwise any and all claims and demands in favor of or against the trust. My Trustee may release or abandon any claim in favor of the trust.

## **Section 14.22 Limitation on My Trustee's Powers**

All powers granted to my Trustee under this agreement or by applicable law shall be limited as set forth in this Section, unless explicitly excepted by reference to this Section. The limitations set forth in this Section shall not apply to me.

### **(a) An Interested Trustee Limited to Ascertainable Standards**

An Interested Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal, or the

termination of the trust to or for the benefit of a beneficiary, to the extent that the exercise of such discretion is other than for the health, education, maintenance or support of a beneficiary as described under Sections 2041 and 2514 of the Internal Revenue Code.

**(b) No Distributions In Discharge of Support Obligation of My Trustee**

My Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal to any person my Trustee is legally obligated to support, to the extent the distribution discharges the support obligation of my Trustee.

If a beneficiary has the power to remove a Trustee, the Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal to any person the beneficiary having the power to remove is legally obligated to support, to the extent such distribution discharges the support obligation of the beneficiary.

**(c) Insurance Policy on the Life of My Trustee**

If the trust holds a policy that insures the life of my Trustee, my Trustee shall have no right to exercise any powers or rights with respect to the policy. A Cotrustee serving under this agreement shall exercise the powers and rights with respect to the policy.

If the insured Trustee is the only Trustee, then an Independent Special Trustee designated under Section 3.08 shall exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current mandatory and discretionary income beneficiaries (excluding the insured Trustee if he or she is a beneficiary) shall select the Independent Special Trustee.


**(d) Insurance Policy on a Beneficiary's Life**

If the trust holds a policy that insures the life of a beneficiary, the beneficiary (acting individually or as Trustee) shall have no power over the policy, the cash value of the policy, or the proceeds of the policy. The intent of this denial of power is to prevent an insured beneficiary from having a power that would constitute an incident of ownership of the policy.

In addition, no distribution of income or principal to the insured beneficiary shall be satisfied out of the proceeds of the policy, the cash value of the policy or any other economic benefit of the policy.

The limitations of this subsection shall not apply if the proceeds of the policy would, upon the death of the beneficiary, otherwise be included in the gross estate of the beneficiary for federal estate tax purposes.

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Sharon M. Mendez, Trustee

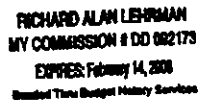
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) SS.

)

*[Handwritten signature]*

My commission expires: February 14, 2006



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STATE OF FLORIDA

)

) ss.

COUNTY OF MIAMI-DADE

)

The foregoing instrument was acknowledged before me this day December 1, 2004, by Sharon M. Mendez, as Trustee who is personally known to me or who has produced US Passport 156971883, as identification.

[Seal]



Notary Public

Richard Alan Lehrman

My commission expires: February 14, 2006



RICHARD ALAN LEHRMAN  
MY COMMISSION # DD 082173  
EXPIRES: February 14, 2006  
Bundled Three Budget History Services

## Witness Attestation

The foregoing revocable living trust was, on December 1, 2004, published and declared by Louis A. Mendez, in our presence to be his revocable living trust. We, in his presence and at his request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this trust, Louis A. Mendez was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

*C. French*

Claire Quevedo, Witness  
1084 S.W. 159th Lane  
Pembroke Pines, FL 33027

Julius Peters

Juliette Pelaez, Witness  
15422 SW 170 Terrace  
Miami, FL 33187

STATE OF FLORIDA

2

SS.

COUNTY OF MIAMI-DADE

2

We, the Grantor and the witnesses, respectively, whose names are signed to the foregoing trust agreement, having been sworn, signed, acknowledged and declared to the undersigned officer that the Grantor, in the presence of witnesses, signed the instrument as his trust agreement, that the Grantor signed, and that each of the witnesses, in the presence of the Grantor, and in the presence of each other, signed the trust agreement as a witness.

Subscribed and sworn to before me on December 1, 2004.

Witness my hand and official seal.

[SEAL]

*[Handwritten signature]*

Notary Public  
Richard Alan Lehrman

My commission expires: February 14, 2006



**RICHARD ALAN LEHRMAN**  
**MY COMMISSION # DD 092173**  
**EXPIRES: February 14, 2008**  
*(serving Three Student Military Services)*

**Louis A. Mendez Living Trust**  
**15-12**