

ADELAIDE A. SINK BLIND TRUST AGREEMENT

THIS TRUST AGREEMENT, made and entered into this 28th day of December, 2006 by and between ADELAIDE A. SINK, as Grantor, and JERRY WILLIAMS, ROBERT H. WALTUCH, and Alan Fisk, as Trustee.

ARTICLE I

Name of Trust

This trust shall be known as the ADELAIDE A. SINK BLIND TRUST.

ARTICLE II

Trust Purpose

The primary purpose of this Agreement is to vest in the Trustee all decisions relating to when and to what extent the assets of the Trust, as from time to time constituted, are to be retained or sold and how any proceeds of sale are to be reinvested, without any participation in or knowledge of such decisions on the part of the ADELAIDE A. SINK, (the "Beneficiary"). Accordingly, the Beneficiary directs that she shall not in any manner be informed of, or consulted about, transactions involving the sale, purchase, retention or other disposition of the assets of the Trust from time to time held by the Trustee.

ARTICLE III

Trust Property

(a) The Grantor hereby transfers and assigns to the Trustee all property listed on the attached Schedule A. The Trustee acknowledges the receipt of such property and accepts such property in trust for the uses and purposes set forth in this Agreement.

(b) The Grantor may at any time add other property to the trust created under this Agreement by assigning, devising or otherwise transferring any such property to the Trustee, subject to its acceptance by the Trustee. If so added, such property shall be held by the Trustee under the provisions of this Agreement.

ARTICLE IV

Dispositive Provisions

The Trustee shall hold, manage, invest and reinvest the trust property; shall collect the income produced by such property; and shall dispose of the net income and principal in the following manner:

(a) **Trust for ADELAIDE A. SINK.** The Trustee shall hold the trust for the benefit of the Beneficiary. The trust shall be administered in the following manner:

(1) **Distributions during lifetime.** The Trustee shall make such discretionary distributions at the times and in the amounts as in the discretion of the Trustee shall be necessary or appropriate for the health, support, education, maintenance and comfort of the Beneficiary in accordance with her accustomed standard of living. These distributions shall not be limited to supplying necessities but to maintain the Beneficiary liberally, taking into account the Beneficiary's possible desire for travel, home ownership, and any and all other reasonable desires. Additionally, the Trustee may pay to or for the benefit of the Beneficiary distributions from the Trust in order to permit the Beneficiary to enter into or continue a business or professional venture. In addition, the Beneficiary may at any time demand cash distributions in such amounts as she determines in her absolute discretion.

(2) **Testamentary power of appointment.** Upon the death of THE BENEFICIARY prior to the termination of this trust, she may appoint any remaining principal and undistributed income of the trust by a provision in her Last Will and Testament which expressly refers to the power of appointment given to her by this Agreement.

(3) **Termination.** The trust shall terminate upon the first to occur of the following events:

(A) its full distribution or appointment in accordance with the preceding provisions;

(B) the death of the BENEFICIARY,

(C) The BENEFICIARY no longer holds public office in the state of Florida, or

(D) upon the written request of the BENEFICIARY.

(b) Upon such termination, any portion of the remaining principal and undistributed income of the trust that has not been validly appointed by the BENEFICIARY shall be distributed to the trust that receives the residue of the BENEFICIARY'S estate, if it is then in existence; and if it is not then in existence, then to the estate of the BENEFICIARY.

ARTICLE V

Trustee, Trust Protector

(a) **Trustee succession.** If any of the initial trustees fail or cease to serve, the Trust Protector shall name a successor for that trustee. I name ROBERT BOLT as Trust Protector. The trust protector shall have the power to name successor trustees and to remove any trustee then serving. In addition, the Trust Protector shall have the power to amend this trust at any time to comply with any ethical rules now in existence or adopted in the future, so long as such change does not change any of the dispositive provisions of this trust agreement.

(b) **Trustee resignation.** Any Trustee may resign as Trustee of all trusts created under this Agreement by giving thirty (30) days' written notice by certified mail, return receipt requested, to the then serving co-trustee or co-trustees, if any, or if none, to the current income Beneficiary or beneficiaries of such trusts.

(c) **Corporate Trustee compensation.** As compensation for its services under this Agreement, any corporate Trustee shall receive fees according to its schedule of fees in existence at the time such services are rendered as negotiated. It is provided, however, that no corporate Trustee shall be entitled to that portion of any distribution or termination fee upon any distribution to a Beneficiary, change of trustee or termination of a trust which exceeds the actual reasonable costs of the corporate Trustee with respect to the distribution, change or termination.

(d) **Notice to incapacitated beneficiary.** Any notice required to be sent under this Article to a beneficiary who is a minor or incapacitated shall be sent to the legal guardian (or, if there be none, to the natural guardian or guardians) of such beneficiary. In addition, the legal guardian, (or, if there be none, the natural guardian or guardians) shall act on behalf of a beneficiary who is a minor or incapacitated under this Article.

(e) **Acts of prior Trustee.** No successor Trustee shall have any responsibility for, or any duty to inquire into, the acts of any prior Trustee.

(f) **Notification and Prohibitions.** The Trustee shall notify the Grantor of the date of disposition and value at disposition of any original investments or interests in real property, so that information can be reported on the Beneficiary's personal financial disclosure statement and applicable tax returns, both State and Federal. The Trustee shall not notify the Grantor any information concerning the replacement assets, except for information required to complete disclosure required under this part of the minimum tax information which lists only the totals of taxable items from the trust and does not describe the source of individual items of income.

ARTICLE VI

Trustee's Powers

In addition to any other powers given by Florida law, the Trustee and its successors shall have the following powers in the administration of each trust created under this Agreement:

(a) **Retention of assets.** The power to retain indefinitely assets received from the Grantor or otherwise added to the trust in the form received, even if such assets are ordinarily considered improper for trust investments.

(b) **Disposition of assets.** The power to sell, lease, exchange, convert or otherwise dispose of assets, whether real property or personal property, upon any terms deemed satisfactory by the Trustee. Assets may be leased for a term extending beyond the duration of any trust. Options may be granted or taken with respect to any asset.

(c) **Investments.** The power to invest and reinvest trust assets in any type of investment, including real estate, investment trusts and common trust funds, even though the investment may be wasting, unproductive or otherwise not ordinarily considered proper for trust investment.

(d) **Businesses.**

(1) The power to indefinitely continue and participate in the operation of any business or other enterprise received from the Grantor or otherwise added to the trust.

(2) The power to provide capital for and participate in the operation of any business or other enterprise, whether sole proprietorship, general or limited partnership or corporation; to incorporate, dissolve or otherwise change the form of such business or other enterprise; and to employ agents to manage any business or enterprise without liability for acts of any such agent or for any loss resulting from the operation of the business or enterprise by such agents if the agents are selected with reasonable care.

(3) The power to consent to and participate in the reorganization, consolidation, merger, dissolution or liquidation of a business enterprise, whether individually or by committee or agent; to pay expenses and assessments associated with reorganization; and to hold any securities received under a reorganization.

(e) **Securities.**

(1) The power to vote (or not vote) stocks or other securities in person or by proxy.

(2) The power to sell or exercise stock subscription or conversion rights.

(f) **Nominee.** The power to hold assets in the name of a nominee without disclosure of the interest of the trust.

(g) **Loans, mortgages.**

(1) The power to borrow money, to pledge or mortgage trust assets and to repay loans from trust assets or otherwise.

(2) The power to foreclose, extend, release and discharge mortgages on real estate.

(h) **Claims.**

(1) The power to prosecute or defend claims, actions or proceedings relating to the trust in any jurisdiction.

(2) The power to pay, contest or settle any claim by or against the trust by compromise, arbitration or otherwise.

(3) The power to release any claim belonging to the trust if in its sole discretion the Trustee deems it uncollectible or otherwise impractical to prosecute.

(i) **Delegation.** The power to employ attorneys, accountants, investment advisors and other agents, even if such individuals are serving as (or associated with) a Trustee; to delegate discretionary and other acts of administration to such employed persons; to act upon the advice of such employed persons without independent investigation; and to determine and pay reasonable compensation to such employed persons.

(j) **Distributions.**

(1) The power to make any distributions of principal and income from any trust in cash or in kind or in any combination thereof, and the power to allocate cash, property or undivided fractional shares in property, or any combination thereof, to separate trusts created under this Agreement, unless otherwise directed by this Agreement. Any determination by the Trustee as to the value of property so distributed or allocated shall be binding on all interested parties, unless it is patently erroneous.

(2) The power to retain from any distribution or transfer of trust assets a reserve sufficient (in its judgment) to cover future liabilities and expenses, including unascertained or contingent liabilities and expenses.

(k) **Other powers.** The power to execute and deliver all instruments and to take any other action which appears necessary or desirable to exercise its powers and to provide for due care and management of the trust.

ARTICLE VII

Other Administrative Provisions

(a) **Delegation by Trustee.** Any Trustee may, with the consent of all other then acting Trustees, delegate any powers, duties or discretion under this Agreement to any other then acting Trustee. The delegation shall be made by a written instrument and may be revoked at will in the same manner.

Accountings. The Trustee shall provide an annual accounting to the beneficiary or beneficiaries of each trust created under this Agreement in accordance with Florida law, so long as such accountings do not violate any ethical rules for public officials in the state of Florida.

(b) **Conflict of interest.** A Trustee of any trust created under this Agreement is not disqualified from acting under this Agreement or from exercising any power granted under this Agreement even though the Trustee (i) may hold an interest individually in property which is also owned by such trust; (ii) is a creditor of the Beneficiary's estate or such trust; (iii) is an employee or agent of, or holds an interest in, any partnership, corporation, or other business or investment entity in which such trust holds any interest; or (iv) is a trustee of any other trust created by the Grantor of the Beneficiary.

(c) **No one need examine trust.** No one need examine into the trust upon which any property administered under this Agreement is held. No one conveying, delivering, transferring or paying over any property to the Trustee shall have any obligation to see to the application of such property, and the receipt of any Trustee shall be a full discharge. The Trustee may be dealt with as if it were the owner of the property administered under this Agreement, free of any trust.

ARTICLE VIII

Irrevocability

(a) Except as otherwise provided in this agreement, this trust shall be irrevocable. Neither the Grantor nor the Trustee shall have the right or power, whether alone or in conjunction with others, in whatever capacity, to alter, amend, revoke or terminate this trust or any of the terms of this Agreement, in whole or in part.

(b) The Beneficiary shall have the right from time to time, by instrument signed and acknowledged by the Beneficiary and delivered to the trustee, to revoke this agreement and the trust created by this agreement, in whole or in part. In the event of such revocation, the Trustee shall deliver to the Beneficiary, or to such other person as shall be specified in such instrument, such part or all of the principal of the trust as to which this agreement shall have been revoked, free and discharged of any trust. The Beneficiary's right of revocation pursuant to the foregoing provisions of this Article shall be personal to the Beneficiary and shall not be exercisable by his guardian or other legal representative.

ARTICLE IX

Spendthrift Provision

The interest of any beneficiary in the income and principal of this trust shall be free from the control or interference of any creditor of the beneficiary or of any spouse of a married Beneficiary. Such interest shall not be subject to attachment or susceptible to anticipation or alienation.

ARTICLE X

Miscellaneous

(a) **Interpretation.**

(1) Throughout this Agreement, except where the context otherwise requires,

(A) the masculine gender shall be deemed to include the feminine and vice versa, and

(B) the singular shall be deemed to include the plural and vice versa.

(2) The headings in this Agreement have been used solely for convenience. They shall not be used to interpret any of the provisions.

(3) Should any provision of this Agreement be unenforceable or otherwise invalid, that provision shall be deemed void. Such invalidity shall not affect the remaining provisions of this Agreement.

(4) This Agreement is made in Florida. Florida law shall govern all trusts created under this Agreement.

(b) **Incapacity.** For purposes of this Agreement, a person shall be deemed "incapacitated" if

(1) such person is adjudicated legally incapacitated and incapable of exercising the legal rights to contract or to manage property or assets; or

(2) two medical doctors certify in writing that such person is unable to properly manage his or her financial affairs.

Such certification shall be delivered to the Trustee or, in the case of an incapacitated Trustee, to the then acting co-trustee. In the case of an incapacitated Trustee for whom there is no acting co-trustee, such certification shall be given to the next-named successor Trustee.

(c) **Situs.** Florida shall be the situs of all trusts created under this Agreement, unless all Trustees of a trust elect otherwise.

(d) **Perpetuities savings clause.** Despite any contrary provision of this Agreement, any trust created under this Agreement still existing on the day before the last day of the longest period permitted under Florida law on the date of the Beneficiary's death shall immediately terminate. The Trustee shall distribute any remaining trust assets to the beneficiaries of such trust in a manner which the Trustee reasonably determines conforms as nearly as possible to the intention of the Grantor.

IN WITNESS WHEREOF, the Grantor, the Trustee and the Beneficiary have executed this Agreement the day and year first above-written.

Adelaide A. Sink
ADELAIDE A. SINK

“GRANTOR”

This instrument was signed by ADELAIDE A. SINK as Grantor in the presence of the following witnesses, each of whom has signed it in his presence and in the presence of each other on the day and year first set out above.

Renita English
Witness print name Renita English

11613 Ivy Flower Loop, Riverview, FL 33569
Residence

Lorraine M. Faedo
Witness print name LORRAINE M. FAEDO

9622 Gletner Green Dr Dpa
Residence FL 33626

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28th day of December, 20 06, by ADELAIDE A. SINK, who is personally known to me or who has produced _____ as identification.





Lorraine M. Faedo
Print name LORRAINE M. FAEDO

Notary Public

Serial number, if any DD 613059


Robert H. Waltuch


Alan Fisk


Jerry Williams

“TRUSTEE”

SCHEDULE "A"

**SCHEDULE OF PROPERTY TRANSFERRED TO
THE TRUSTEE**

Bank of America Investment Management Account
#06 07 000 0654434

Morgan Stanley Active Assets Account
#475 022806 005

2365 Shares Bank of America Stock (electronic)

9000 Shares Tri-Stone Community Bank

50,000 Units LSQ Holdings LLC

Ballast Point Ventures LP

36,659 Units Intezyne Technologies, LLC

First Advantage Corporation 10,000 Options

#1911727v2

SCHEDULE "A"