

STATE OF NORTH CAROLINA
COUNTY OF MACON

Presented for registration and recorded in the office of the Register of Deeds for Macon County, North Carolina, in Book Q-30, page (s) 1078 - 1094, this 8th day of SEPT, 2006, at 11:24 o'clock A.M.

ADELAIDE K. GREEN, REGISTER OF DEEDS



Revenue \$590.00

THIS INSTRUMENT PREPARED BY:
ORVILLE D. COWARD, JR., a licensed North Carolina Attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

RETURN TO:
The Closing Place
244 Porter Street
Franklin, NC 28734

PIN: 01-00520 and 01-11716
File No. 01F1178T



NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED, made this the 29th day of August, 2006, by and between **MARCIA M. SWITZ**, sole surviving Trustee of the **Robert H. Switz and Marcia M. Switz Living Trust Agreement dated February 27, 2006**, a copy of which is attached hereto as "Exhibit A", Grantor; and **WILLIAM K. SITES and wife, PATRICIA B. SITES** of 691 Horseshoe Ridge, Franklin, North Carolina 28734, Grantees. (The designation Grantor and Grantees as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.)

WITNESSETH:

THAT the Grantor, in consideration of Ten Dollars and Other Valuable Consideration (\$10.00 OVC), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, and convey unto the Grantees, in fee simple, all that certain lot or parcel of land situated in Franklin Township, Macon County, State of North Carolina, and being more particularly described as follows:

Being the same lands, easements, privileges and appurtenances described in and conveyed by the deed dated February 27, 2006, from Hal Switz and wife, Marcia Switz to Robert H. Switz and Marcia M. Switz, Trustees under the Robert H. Switz and Marcia M. Switz Living Trust Agreement dated February 27, 2006, recorded in Book C-30, Pages 2530-2534, Macon County Public Registry, and being more particularly described as follows:

Being the same lands, easements, privileges and appurtenances described in and conveyed by the deed dated January 3, 2002 from Garrett H. Reasoner and wife, Judith Reasoner to Hal Switz and wife, Marcia Switz, recorded in Book J-25 at Pages 150-155, Macon County Public Registry, and described therein as follows:

"TRACT ONE:

BEING the same lands, easements, privileges and appurtenances as described in the Deed dated July 15, 1985 from Harold Keith Hazel and wife, Mary Ann Hazel to Garrett H. Reasoner and wife, Ann R. Reasoner, recorded in Deed Book L-16, Page 192, Macon County Public Registry and being described therein as follows:

" "BEING a portion of the property described in and conveyed by the deed from Alexander Malinowski and wife, Marian E. Malinowski to Harold Keith Hazel and wife, Mary Ann Hazel dated August 26, 1982, recorded in the Office of the Register of Deeds for Macon County, North Carolina in Deed Book Q-14, Page 183, and being more particularly described as follows:

" "BEGINNING at an iron pipe, the beginning corner of the lands described in the aforementioned deed as recorded in Deed Book Q-14, Page 183; and runs thence from said point of beginning, with a divisional line through the lands described in the aforementioned deed as recorded in Book Q-14, Page 183, South 50 deg. 16 min. 57 sec. West, passing an iron pipe at 216.95 feet, passing a second iron pipe at 401.15 feet, passing a third iron pipe on the Northeast side of a 30 foot wide access road at 611.01 feet, whole distance 628.18 feet to a point in the center of the access road; thence with the center of the 30 foot wide access road South 36 deg. 25 min. 52 sec. East 15.28 feet to a point, the seventh and Northernmost corner fo the lands described in the deed from Fred G. Merriman and wife, Doris L. Merriman to George A. Burnham and wife, Amber Burnham dated September 16, 1977 and recorded in the Office of the Register of Deeds for Macon County, North Carolina in Deed Book R-11, Page 215; then with the Northeastern line of the aforesaid Burnham parcel the following two calls: South 52 deg. 05 min. 52 sec. East, passing an iron pipe at 29.70 feet, whole distance 224.59 feet to an iron pipe; and South 64 deg. 56 min. 09 sec. East 9.45 feet to a point in the center of a 30 foot wide access road; then with the center of said access road the following seven calls: North 00 deg. 10 min. 50 sec. East 67.37 feet to a point; North 25 deg. 21 min. 00 sec. East 48.69 feet; North 59 deg. 01 min. 30 sec. East 35.57 feet to a point; North 75 deg. 05 min. 00 sec. East 69.51 feet to a point; North 52 deg. 56 min. 55 sec. East 73.24 feet to a point; North 88 deg. 34 min. 10 sec. East 130.71 feet to a pont; and North 07 deg. 37 min. 30 sec. East 101.50 feet to a point in a cul-de-sac; then North 54 deg. 34 min. 30 sec. East 38.27 feet to an iron pipe; then North 67 deg. 15 min 05 sec. East 68.37 feet to an iron pipe; then North 31 deg. 01 min. 12 sec. West 246.79 feet to the point of BEGINNING, containing 3.00 acres, more or less, as surveyed by Turlington Land Surveying and as shown on their unrecorded map titled "Harold Keith Hazel" and dated July 11, 1985.

" "Parties of the first part further convey unto parties of the second part, their heirs and assigns, the right to use in common with parties of the first part, and their heirs and assigns, the 30 foot wide access road, the centerline of which forms most of the Southeastern boundary of the lands hereby conveyed and crosses the lands hereby conveyed along the Westernmost corner, all as referred to hereinabove, together with the extension of the same leading to the public road; provided, however, that this conveyance is made subject to the easement for any portion of access roads lying within the boundaries of the lands hereby conveyed.

" "This conveyance is made subject to those spring rights as set forth in the following two deeds: (1) Deed from Fred G. Merriman and wife, Doris L. Merriman to Richard P. Buch and wife, Ida L. Buch, dated April 11, 1974 and recorded in the

Office of the Register of Deeds for Macon County, North Carolina in Deed Book C-10, page 123; and (2) Deed from Fred G. Merriman and wife, Doris L. Merriman to Robert H. Volonte and wife, Barbara E. Volonte, dated April 20, 1977 and recorded in the Office of the Register of Deeds for Macon County, North Carolina in Deed Book M-11, page 103.

" "This conveyance is made subject to easements for existing electric distribution lines.

" "This conveyance is made subject, however, to the following express stipulations and restrictions:

" "1. Any dwelling house constructed on this property shall have a heated floor space of at least 800 square feet and no metal roofs are to be used in the construction of buildings on said property.

" "2. By acceptance of this deed, the grantee agrees for himself, his heirs and assigns, to cooperate in the trimming of trees and growth to provide suitable views for adjoining property owners.

" "3. No house trailer, mobile home, temporary house trailers or camper shall be placed upon this property.

" "4. The exterior of any building constructed on the land described herein shall be completed within six months from the date construction commences.

" "5. The stream which runs through this property shall not be polluted or rerouted and the water flow shall not be obstructed without written permission from Fred G. Merriman.

" "6. By the acceptance of this deed, the grantees do agree for themselves, their heirs and assigns, to provide \$50.00 per year to Fulcher Woods Association, Inc. for use in maintenance of the access roads to this property, unless and until the state takes over the maintenance of the roadways. Responsibility for maintenance of the roadways was transferred from Fred G. Merriman to Fulcher Woods Association, Inc. by deed dated May 31, 1982 and recorded in the Office of the Register of Deeds for Macon County, North Carolina in Deed Book M-14, page 220, and provisions for road maintenance are subject to that contract dated May 31, 1982 and recorded in the Office of the Register of Deeds for Macon County, North Carolina in Deed Book M-14, Page 219.

" "7. No goods, wares or merchandise shall be manufactured or sold or offered for sale or possessed from sale on any portion of said land, and no trade, business or profession shall be carried on thereon, and nothing shall be done or permitted thereon that shall constitute a nuisance or shall be offensive to the neighborhood.

" "8. No part of the land described herein shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers.

" "9. No cattle, sheep, goats, pigs, rabbits, poultry, or other livestock, except house pets shall be kept or maintained on any part of said property."

"TRACT TWO:

BEING the same lands, easements, privileges and appurtenances as described in the Deed dated July 26, 1984 from Jerome E. Bamford and wife, Katherine M. Bamford to Garrett H. Reasoner and wife, Ann R. Reasoner, recorded in Deed Book W-15, Page 238, Macon County Public Registry and being described therein as follows:

" 'FIRST TRACT:

" 'Being and comprehending the identical lands described in the deed from Robert G. Sullivan and wife, Alice P. Sullivan to Jerome E. Bamford and wife, Katherine M. Bamford, recorded in Deed Book W-12, Page 11, Records of Macon County, North Carolina, together with and subject to all applicable easements, restrictions, reservations and covenants and being more particularly described as follows:

" ' "Lots No. 6 and 7 of the Robert Sullivan property as surveyed by Gardner V. Holden and as shown on his plat dated November 18, 1977, a copy of which is recorded in the Office of the Register of Deeds for Macon County, North Carolina, in Plat Book 5, page 43, to which we refer for a more complete description of said property.

" ' "This conveyance is made subject, however, to the following express stipulations and restrictions:

" ' "1. The land hereby conveyed shall be used for residential purposes only and no building shall be erected, altered, placed or permitted to remain on said land other than one detached single family dwelling together with a garage, carport and usual outbuildings.

" ' "2. Any dwelling house constructed on this property shall have a heated floor space of at least 800 square feet and no metal roofs are to be used in the construction of buildings on said property.

" ' "3. By acceptance of this deed, the grantee agrees for himself, his heirs and assigns, to cooperate in the trimming of trees and growth to provide suitable views for adjoining property owners.

" ' "4. No house trailer, mobile home, temporary house trailers or camper shall be placed upon this property.

" ' "5. The exterior of any building constructed on the land described herein shall be completed within six months from the date construction commences.

" ' "6. The stream which runs through this property shall not be polluted or rerouted and the water flow shall not be obstructed without written permission from Fred G. Merriman.

" ' "7. No building shall be constructed on the land described herein without the owner first having submitted plans for said building to Fred G. Merriman and having obtained his approval of said plans in writing.

" ' "8. No goods, wares or merchandise shall be manufactured or sold or offered for sale or possessed from sale on any portion of said land, and no trade, business or profession shall be carried on thereon, and nothing shall be done or permitted thereon that shall constitute a nuisance or shall be offensive to the neighborhood.

" ' "9. By the acceptance of this deed, the grantees do agree for themselves, their heirs and assigns, to provide \$100.00 per year to Robert G. Sullivan for use in maintenance of the access roads to this property for the period of time that these restrictions and stipulations are effective or should the State take over the maintenance of the roadway prior to that time, then until the state takes over the maintenance of the roadways.

" ' "10. No part of the land described herein shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except

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in sanitary containers.

" "11. No cattle, sheep, goats, pigs, rabbits, poultry, or other livestock, except house pets shall be kept or maintained on any part of said property."

" "12. Owners and builder shall be responsible from County roads for any damage to roads to and from building site."

" 'SECOND TRACT:

" 'Being and comprehending the identical lands described in the deed dated July 11, 1984, from Robert G. Sullivan and wife, Alice P. Sullivan to Jerome E. Bamford and wife, Katherine M. Bamford, recorded in Deed Book V-15, Page 172, Records of Macon County, North Carolina, together with and subject to all applicable easements, restrictions, reservations and covenants and being more particularly described therein as follows:

" ' "Being and comprehending the identical water rights, privileges and easements reserved by parties of the first part in the deed to William E. Garner, dated 14 April, 1980, recorded in Deed Book B-13, page 225, Records of Macon County, North Carolina, as follows:

" ' "Parties of the first part reserve, for the benefit of Lots No. 6 and 7 of the Robert Sullivan Property as shown in Plat Book No. 5, page 43 (Plat Cabinet 1, Slide 133, page 1), office of the Register of Deeds for Macon County, North Carolina, which Lots were previously conveyed by parties of the first part to Jerome E. Bamford and wife, Katherine M. Bamford by deed recorded in Deed Book W-12, page 11, office of the Register of deeds for Macon County, North Carolina, the right to use all the water from the spring located on the lands conveyed herein near the common boundary between the lands conveyed herein and Lots No. 6 and 7, which spring is currently being used by Jerome E. Bamford and wife, together with the right to enter upon said property for the purpose of inspecting, repairing, replacing and maintaining the spring and the water pipeline which now exists across the property described herein and any other equipment which is necessary for the utilization of said water from said spring. Parties of the first part further reserve for the benefit of Lots No. 6 and 7 as previously described, an easement for said water pipeline across the lands described herein where same is now located."

"Ann R. Reasoner is deceased."

Subject to easements for existing roadways and utility lines and facilities, to restrictions of record, and to applicable land use laws and ordinances.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantees in fee simple, subject to the exceptions herein enumerated.

AND, subject to the exceptions herein enumerated, the Grantor covenants with the Grantees, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that the property is free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

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ROBERT H. SWITZ AND MARCIA M. SWITZ

LIVING TRUST AGREEMENT

THIS AGREEMENT, made this 27 day of FEBRUARY, A.D. 2006, between ROBERT H. SWITZ and MARCIA M. SWITZ, hereinafter called the "Settlors", and ROBERT H. SWITZ, and MARCIA M. SWITZ, hereinafter called the "Trustees".

ARTICLE I.

This Trust shall for convenience, be known as the ROBERT H. SWITZ AND MARCIA M. SWITZ LIVING TRUST AGREEMENT, dated the 27 day of FEBRUARY, 2006, and it shall be sufficient that it be referred to as such in any instrument of transfer, deed, assignment, bequest or devise.

ARTICLE II.

The Settlers hereby transfer and deliver to the Trustees the property listed in SCHEDULE "A" attached hereto and made a part hereof, to have and to hold the same, and any cash, securities, or other real and personal property which the Trustees may, pursuant to any of the provisions hereof, at any time hereafter hold or acquire, all of such property being hereinafter referred to as the "Trust Estate", for the uses and purposes and upon the terms and conditions as hereinafter provided.

ARTICLE III.

As long as this Trust Agreement remains unrevoked, either the Settlers or any other person, with the consent of the Trustees, may add other property to any trust hereby created, by transferring such property to the Trustees hereunder by deed, assignment, or other instruments of

transfer or bequest or devise, and if so added, such property shall be covered by the provisions hereof, the same as if originally included hereunder.

ARTICLE IV.

The Settlers, or the surviving Settlor, shall have the rights and powers to act collectively and independently and shall have and possess, and hereby reserve the following rights and powers, to be exercised at any time and from time to time in writing and effective when delivered to the Trustees hereunder.

- A. To revoke this Agreement and any trust established hereunder in whole or in part, whereupon the Trust Estate or the part thereof affected thereby shall be distributed as the Settlers shall direct by an instrument in writing;
- B. To change the identity or number, or both of the Trustee hereunder;
- C. To alter or amend this Agreement in any and every particular;
- D. To withdraw any or all trust property from the operation of this Agreement.

ARTICLE V.

The Settlor's may leave a written statement or list disposing of certain items of tangible personal property not otherwise disposed of herein. In the event that more than one such written statement or list is found by the Settlor's successor Trustee, then, to the extent that list shall not conflict, each such list shall be given full force and effect; in the event of any conflict the latest dated list shall prevail. Such statement or list shall be determinative with respect to all devises made therein with reasonable certainty. If no written statement or list is found and properly identified by the successor Trustee, it shall be presumed that there is no statement or list.

ARTICLE VI.

A. The Trustees shall pay the entire net proceeds from the income of the trust estate and capital gains distributions from investment trusts, to or for the benefit of the Settlers, in monthly or other convenient installments for so long as the Settlers shall live.

B. In addition, the Trustees shall make payments from the principal of the trust estate to or for the benefit of the Settlers in such sums and at such times as the Settlers may request in writing.

C. Also, the Trustees may pay to or apply for the benefit of the Settlers such amounts from the trust estate as the Trustees in their discretion may from time to time deem necessary for the Settlers' comfortable care, support, maintenance and recreation in the manner to which they are accustomed.

ARTICLE VII.

Upon the death of one of the Settlers, the Trustee shall continue to pay the entire net proceeds from the income of the trust estate and capital gains distributions from investment trusts, to or for the benefit of the surviving Settlor for so long as the surviving Settlor shall live.

B. In addition, the Trustee shall continue to make payments from the principal of the trust estate to or for the benefit of the surviving Settlor in such sums and at such times as the surviving Settlor may request in writing.

C. Also, the Trustee may pay to or apply for the benefit of the surviving Settlor such amounts from the trust estate as the Trustees in their discretion may from time to time deem necessary for the surviving Settlor's comfortable care, support, maintenance and recreation in the

manner to which he or she is accustomed.

ARTICLE VIII.

Upon the death of the surviving Settlor, the Trustee shall administer the Trust by paying all proper bills, debts and expenses, including any income or estate taxes payable at the time of or as the result of the Settlor's death, and liquidating such assets as the Trustee in its sole discretion shall determine appropriate, and distribute the remaining balance of the trust estate as follows:

- (a) The Trustee shall distribute the Settlor's home located in Franklin, North Carolina, including the contents located therein to CHARLOTTE MORRISON and DAVID MORRISON, or the survivor of them, share and share alike, absolutely and in fee simple. If neither CHARLOTTE MORRISON and DAVID MORRISON, are then living, then this devise shall lapse.
- (b) The Trustee shall distribute the rest, residue and remaining Trust property as follows:
 - (1) One-Third (1/3) to SANDRA S. SIEGLIN, absolutely and in fee simple; provided that if SANDRA S. SIEGLIN is not then living, then such share shall be distributed equally among RICHARD JAY SWITZ and MONTE W. MARTIN, or the survivor of them, absolutely and in fee simple.
 - (2) One-Third (1/3) to RICHARD JAY SWITZ, absolutely and in fee simple; provided that if RICHARD JAY SWITZ is not then living, then such share shall be distributed equally among SANDRA S. SIEGLIN and MONTE W. MARTIN, or the survivor of them, absolutely and in fee simple.
 - (3) One-Third (1/3) to MONTE W. MARTIN, absolutely and in fee simple; provided that if MONTE W. MARTIN is not then living, then such share shall be distributed equally among SANDRA S. SIEGLIN and RICHARD JAY SWITZ, or the survivor of them, absolutely and in fee simple.

In the event that any beneficiary hereunder shall be a person under legal disability, or who by reason of illness or mental or physical disability is, in the sole opinion and discretion of the Trustee, (excluding any disabled Trustee), unable to administer such amounts, the Trustee shall continue to hold and administer said beneficiaries' recovers from such disability. During such time Trustee shall hold or distribute such amounts to or for the benefit of the said beneficiary. The Trustee is granted this specific discretionary power notwithstanding the potential conflict of interest or benefit to the Trustee and expressly contrary to Florida Statute 737.402 (4).

Furthermore, in the event that payment of any amount provided herein would act to disqualify a beneficiary from any Medicaid or other entitlements, the Trustee (excluding any disabled Trustee) may in his sole and absolute discretion withhold such amounts. In such event the Trustee shall accumulate, or distribute, at a future time to or for the benefit of such beneficiary; or in the alternative shall administer such portion as if such beneficiary were deceased. In such event such beneficiary shall not be deemed to have any right or entitlement of such amounts whatsoever. The Trustee is granted this specific discretionary power notwithstanding the potential conflict of interest or benefit to the Trustee and expressly contrary to Florida Statute 737.402 (4)

ARTICLE IX.

Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any beneficiary have the power to anticipate or encumber such interest; nor shall such interest, while in the possession of the trustee, be liable for, or subject to, the debts, contracts, obligations, or liabilities of any beneficiary.

ARTICLE X.

The initial Trustees shall have the rights and powers to act collectively and/or individually of each other for so long as they act as trustees of this Trust Agreement.

A. In the event of death, inability or resignation of one of the original Trustees, the remaining original Trustee shall serve as sole Trustee.

B. In the event of death, inability or resignation of both of the original Trustees, SANDRA S. SIEGLIN and RICHARD JAY SWITZ, or the survivor of them, shall serve as successor co-Trustees.

C. The successor Trustees shall succeed to all title of the original Trustee to the Trust Estate and to all powers, rights, discretions and immunities of the Trustee under this agreement with the same effect as though such successor was originally named as Trustee in this Agreement. A successor Trustee shall not be liable for the acts or omissions of a predecessor Trustee.

D. No acting trustee shall be liable for any loss, liability, expense or damage occasioned by such trustee's acts or omissions in good faith in the administration of the trust (including acts or omissions in reliance on opinion of investment counsel) and in any event such trustee shall be liable only for his or her own willful default, wrongdoing or gross negligence, but not for honest errors of judgment.

ARTICLE XI.

Without limitation of the powers conferred upon them by statute or general rules of law, the Trustees are specifically authorized and empowered:

A. To take possession of the Trust property and to collect and receive the monies, interests, profits, and income arising therefrom, and to open and maintain bank accounts and safe deposit boxes with any bank or safe deposit box company, with the right of the Trustee to nominate an agent or give a Power of Attorney to any third party pertaining to said bank accounts or safe deposit boxes; and to retain any property in the form in which it shall be received by the Trustee without liability for any losses that may be incurred thereby; and to settle, compromise or abandon any and all claims in favor of or against the Trust Estate;

B. To invest any funds of the trust in any stocks, bonds, notes and other securities or property, real or personal (including any common or commingled fund maintained by the trustee), notwithstanding that such investments may not be of the character allowed to trustees by statute or general rules of law, it being the intention to give the broadest investment powers and discretions to the Trustees;

C. To have the power and authority to designate the authorized signature or signatures on accounts with Banks and Savings and Loan Associations whether such signatories by a Trustee or not and all institutions relying on such signatures, authorized are exonerated from any loss, claim or liability. Accordingly, one of two or more Trustees as well as non-fiduciary parties may be authorized signatories.

D. To make periodic gifts to family as he shall deem advisable for estate tax planning purposes in the interest of minimizing the exposure of trust assets to estate tax liabilities;

E. To sell or otherwise dispose of any property, real or personal, at any time forming a part of the trust, for cash or upon credit, in such manner and on such terms and conditions as they may deem best, and no person dealing with them shall be bound to see to the application of any

monies paid;

F. To manage, operate, repair, improve, mortgage and lease, for any term (whether longer or shorter than the duration of any trust hereunder) any real estate at any time held by them;

G. To distribute in cash or in kind upon any division of this trust or the termination of any trust hereunder;

H. To make any election available to the trustee, including but not limited to, any elections necessary or appropriate for income tax purposes, elections available in determining payment schedules on annuities, or any other elections available to either or both of the Settlor or as a result of their death, and further in the event that a Settlor's estate is not subject to probate proceedings and no personal representative is otherwise appointed, any election that would have been available to the personal representative;

I. Employ and reasonably compensate attorneys, accountants, brokers, investment counsel, domestic servants, companions, nurses, doctors, and other health care professionals, and other agents; together with the power to nominate and appoint, by power of attorney or otherwise, other persons to act as attorney-in-fact for the Trustee and on behalf of the trust, in furtherance of this trust in the name and place of the Trustee.

J. Prepare and file required tax forms, pay taxes due, and represent the Settlor, as attorney-in-fact, with respect to tax matters before Federal and State taxing authorities, or any administrative agency or court;

K. In general, to exercise all powers in the management of the trust and any trust hereunder which any individual could exercise in the management of similar property owned in his own right, upon such terms and conditions as to them may seem best, and to execute and deliver any

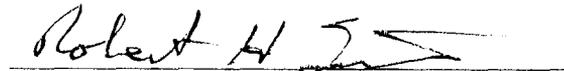
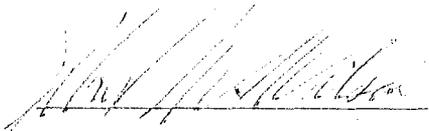
and all instruments and to do all acts which may be deemed necessary or proper to carry out the purposes of this trust.

ARTICLE XII.

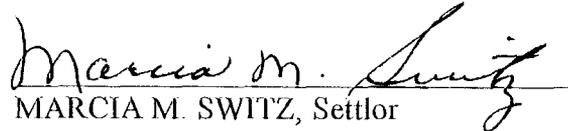
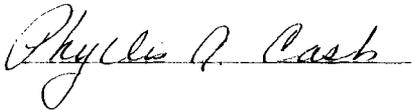
As used in this Trust, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

IN WITNESS WHEREOF, the Settlers and the Trustees have executed this instrument on the day and year first above written.

Signed, sealed, and delivered
in the presence of:



(SEAL)
ROBERT H. SWITZ, Settlor

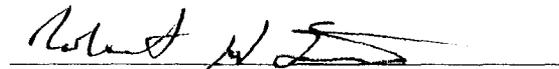
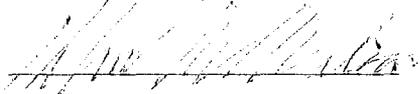


(SEAL)
MARCIA M. SWITZ, Settlor

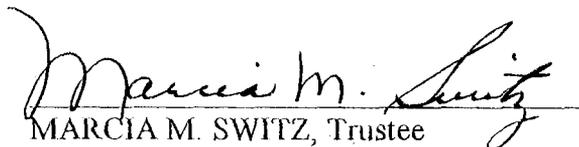
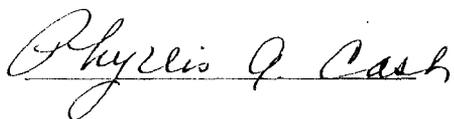
ACCEPTANCE BY TRUSTEES

The Trustees hereby accept the assets of this Trust upon the terms and conditions of the Trust as heretofore provided.

Signed, sealed, and delivered
in the presence of:



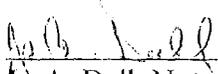
(SEAL)
ROBERT H. SWITZ, Trustee



(SEAL)
MARCIA M. SWITZ, Trustee

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 24th day of February, A.D., 2006, by ROBERT H. SWITZ and MARCIA M. SWITZ, Settlor and Trustees, and Robert W. Wilson and Phyllis A. Cash, the witnesses, respectively, whose names are signed to the foregoing instrument after having been sworn and declaring to the undersigned that the Settlor and Trustees were executing this instrument as their Family Trust in the presence of the witnesses and each witness was signing as a witness in the presence of the Settlor, the Trustees and the other witness and who are personally known to me or who have produced a drivers license or photo identification, as identification.



Jo A. Dall, Notary Public

My Commission Expires:



Jo A. Dall
Commission # DD285445
Expires February 22, 2008
Bonded Troy Fair - Insurance, Inc. 800-385-7019

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**ROBERT H. SWITZ AND MARCIA M. SWITZ
LIVING TRUST AGREEMENT**

SCHEDULE "A"

1. All furniture, furnishings, fixtures and personal items now and hereinafter located in all real property referred to in this Agreement and attachments, or in any other location, it being the intention of the Settlor to transfer all, or subsequently all of the Settlor's assets, present and future, to this Family Trust in order to have little or no probate estate.
2. All life insurance policies on Settlor's life.
3. All stocks, securities, investments and cash accounts.
4. Real estate conveyed by separate deeds.

001093

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal, or if corporate has caused this instrument to be signed in its corporate name by its duly authorized officer, the day and year first above written.

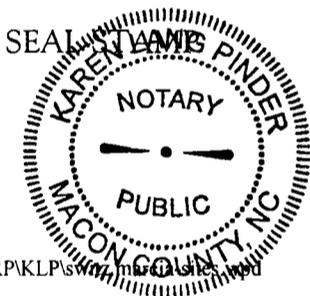
Marcia Switz (SEAL)
MARCIA SWITZ, Trustee

STATE OF North Carolina
COUNTY OF macon

I, Karen Lang Pinder a Notary Public, do hereby certify that
(type or print name of Notary)

MARCIA SWITZ, Trustee, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 6th day of Sept., 2006.



Karen Lang Pinder
Notary Public
My commission expires: 10-21-2009