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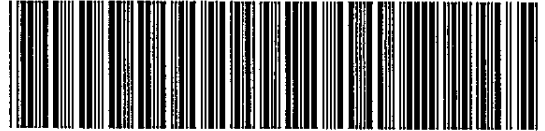
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BR 10/13

*Thomas G. Eckerty*  
ATTORNEY AT LAW  
12734 KENWOOD LANE, SUITE 89  
FORT MYERS, FLORIDA 33907-5638  
239-936-8338  
FAX: 239-936-2988  
E-MAIL: [tgelaw@peganet.com](mailto:tgelaw@peganet.com)

October 8, 2003

VIA UPS NEXT DAY AIR

Department of State  
Division of Corporations  
409 E Gaines Street  
Tallahassee, Florida 32399

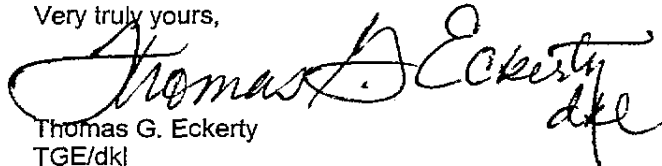
RE: Berkshire SR 82 Trust

Dear Sir or Madam:

Enclosed please find an two copies of the Declaration of Trust for the Berkshire SR 82 Trust and Amendment, and a check in the amount of \$358.75, representing the fees necessary to file the Trust, as well as have a certified copy of the filing returned to us. We would also request that a file-stamped copy of the Amendment be returned to us for our file. You will also enclosed a self-addressed, stamped envelope for your use in forwarding the above-mentioned copies to us.

If you should have any questions in regard to the enclosed, please contact our office upon your receipt hereof.

Very truly yours,

  
Thomas G. Eckerty  
TGE/dkl

Enclosures

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE  
TO FILE OR QUALIFY  
BERKSHIRE SR 82 TRUST,  
a Business Trust**

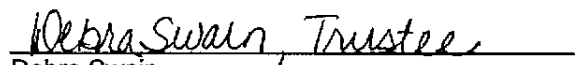
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
03 OCT 13 PM 3:05

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of the BERKSHIRE SR 82 TRUST, a Florida Trust hereby affirms in order to file or qualify the BERKSHIRE SR 82 TRUST, in the State of Florida.

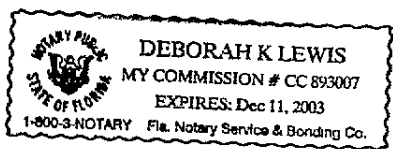
1. Two or more persons are named in the Trust.
2. The principal address is 6592 Highland Pines Circle, Fort Myers, Florida 33912.
3. The registered agent and street address in the State of Florida is: Thomas G. Eckerty, Esquire, 12734 Kenwood Lane, Suite 89, Fort Myers, Florida 33907.
4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept appointment as registered agent and agree to act in this capacity.

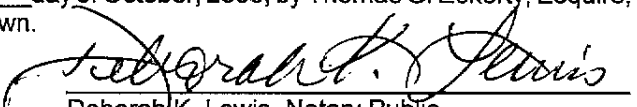
  
Thomas G. Eckerty, Esquire, Registered Agent

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

  
Debra Swain  
Chairman of the Board of Trustees (sole Trustee)

Sworn to and subscribed before me this 8<sup>th</sup> day of October, 2003, by Thomas G. Eckerty, Esquire, and Debra Swain, both of whom are personally known.



  
Deborah K. Lewis, Notary Public  
Expiration of Commission: 12/11/2003  
Commission No. CC893007

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

DECLARATION OF TRUST

BERKSHIRE

S.R. 82 TRUST

03 OCT 13 PM 3:05

This is a Declaration of Trust dated the 8 day of August, 1988, the (the "Declaration"). This Declaration is intended to comply with the requirements of Chapter 609 of the Florida Statutes and, thereby to create a trust, on a date to be determined as provided below, for the sole purpose of transacting business within Florida. The Trust shall be created and shall become effective whenever up to a maximum of twelve (12) beneficial owners agree to become beneficiaries hereunder and their aggregate initial contributions, as explained in Paragraph 2(a) herein, are sufficient to achieve the Trust purposes as explained herein. MICHAEL ABDALLA of Lee County, Florida shall serve as Trustee of the Trust (the "Trustee").

MICHAEL ABDALLA, as Trustee has entered into a Contract for sale and Purchase, (the "Purchase Agreement"), for certain property located in Lee County, Florida (the "Property"). A description of the Property is attached hereto as Exhibit "A". MICHAEL ABDALLA, Trustee, agrees that he will assign his interest in the Contract for Sale and Purchase to the Trust after the date on which the Trust is created and become effective. The Trustee agrees that he will hold the Property in Trust. In addition, the Trustee declares that the Property so conveyed plus other

property, real or personal, that may from time to time be transferred, conveyed or paid to the trust and all rents, income, profits and gains therefrom, which at any time are owned or held by the trust (the "Trust Estate"), shall be held by the Trustee for the use and benefit of the trust beneficiaries, according to their respective interests. The number of interests owned by each beneficiary will be entered below his signature on a Certificate of Acceptance and Ownership (the "Certificate") at the time he agrees to become a beneficiary under the trust. The form of Certificate is attached hereto as Exhibit "B". The Trustee declare the Trust Estate shall be managed, administered, received, collected, disposed of and distributed by them for the trust beneficiaries who may from time to time be owners of Certificates evidencing their beneficial interest in the Trust Estate (herein each the "Interest Holder" and collectively the "Interest Holders") in the manner herein provided and subject to the terms and conditions set forth in this Declaration and any amendments.

1. NAME AND LOCATION:

The trust hereunder may be designated as the BERKSHIRE - S. R. 82 TRUST, in which name the Trustee may make and execute contracts and other instruments, conduct business, acquire and convey real or personal property, sue and be sued. The principal office of the trust shall be at 1009 Bal Isle Drive, Fort Myers, FL 33907, unless and until it is changed by the Trustee as in his sole discretion he may do from time to time, provided said location remains in the State of Florida.

2. TRUST CONTRIBUTIONS:

(a) The beneficial interests in the trust shall be divided into twelve equal interests (herein each the "Interest" and collectively the "Interests"). The Interest Holders hereunder, at the time they execute the Certificate, shall initially contribute a fixed sum to the Trustee for each Interest in the trust. The Trustee will use the aggregate of all such initial contributions, from each of the Interest Holders, as the down payment for the purchase of the Property, for expenses relating to the closing of the transaction contemplated by the Purchase Agreement and for expenses incurred in connection with the formation of the trust.

(b) In addition to such initial contribution, each Interest Holder shall contribute to the Trustees, his prorata share of the amount necessary to pay the annual mortgage installments, taxes, insurance, other obligations or assessments made against the Property and other amounts necessary to conduct the trust affairs (the "Contributions"), within five (5) days of each request for Contributions from the Trustee. The Trustee will notify all remaining Interest Holders of any Interest Holder's failure or refusal to make Contributions: Upon such notification, any Interest Holder who fails or refuses to make Contributions shall be deemed to have granted an option to purchase his trust Interest to the first remaining Interest Holder who notifies the Trustee of a desire to purchase such Interest.

If none of the remaining Interest Holders exercise such option within ten (10) days after notification to them by the Trustee of the option, then the Trustee is empowered to offer such Interest to otherwise qualified purchasers, subject to the limitations on further transferability of shares explained in Paragraph 15 herein. In the event that the non-contributing Interest Holder's trust Interest is sold pursuant to this Paragraph 2(b), he will be required to accept an amount for his trust Interest at the time it is sold (determined solely by the Trustee), or (ii) the purchase price paid by him for his trust Interest plus simple interest calculated at the rate of eight percent (8%) per year from the date of payment.

(c) Interest Holders acknowledge that mortgage installments on the Property are due and payable annually, each calendar year, corresponding with the closing date of the Purchase Agreement. Interest Holders acknowledge that each annual mortgage installment and each other payment contemplated by Paragraph 2(b) are to be made solely from annual Contributions from each Interest Holder. Each Interest Holder acknowledges that time is of the essence in making his Contributions under this paragraph. Each Interest Holder therefore agrees to deliver his prorata share of future Contributions for the mortgage payment to the Trustee not less than fifteen (15) days prior to each annual mortgage installment due date and to make all other payments within five

(5) days after a request by the Trustee therefore. Each Interest Holder further agrees that his failure to deliver his prorata annual mortgage Contribution or other payment by the time specified in this sub-paragraph, will trigger the offer for sale of his entire trust Interest as explained in the preceding sub-paragraph.

3. TRUST INTERESTS:

The Trustees shall keep a list in the records of the trust of each Interest Holder who has executed a Certificate. This list shall contain the name and address of each Interest Holder and the number of Interests owned by him. Which list shall be conclusive as against the Trustee or the trust with respect to the matters shown thereon. Each Certificate shall be negotiable and title thereto and to the Interests represented thereby shall be transferable by assignment and delivery thereof to the same extent as a share certificate of a Florida corporation. Subject, however, to the limitations on transferability contained in Paragraph 15 herein. All Interests shall have equal voting, dividend or distribution, liquidation and other rights. Interests reacquired by the trust, which shall be permitted subject to the same limitations contained in Paragraph 15 herein, shall no longer be outstanding and shall have no voting or other rights unless and until reissued. Interests reacquired by the trust may be cancelled by action of the Trustee. All Interest shall be fully



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paid and non-assessable by or on behalf of the trust upon the receipt of the full consideration for which they have been issued subject to the annual mortgage and other Contributions explained in Paragraph 2 herein. The Interests shall not entitle the Interest Holders to preference, preemptive, appraisal, conversion, exchange rights of any kind.

4. LEGAL OWNERSHIP OF TRUST ESTATE:

The legal ownership of the Trust Estate and the right to conduct the business of the trust is vested exclusively in the Trustee. The Interest Holders shall have no Interest in the Trust Estate or the trust other than their prorata beneficial interest in the trust evidenced by their interest. Interest Holders shall have no right to compel any partition, division, dividend or distribution of the trust or any portion of the Trust Estate.

5. SHARES DEEMED PERSONAL PROPERTY:

The Interests shall be personal property and shall confer upon the Interest Holders only the Interests and rights specifically set forth in this Declaration.

6. TRUSTEE POWERS:

The Trustee shall have, without further or other authorization and free from any power or control on the part of the Interest Holders, full, absolute, and exclusive power, control, and authority over the Trust Estate and over the business and affairs of the trust to the same extent as if the Trustee

were the sole owner thereof in his own right. In addition, the Trustee is empowered to do all acts and things as in his sole judgment and discretion is necessary or incidental to or desirable for the carrying out of any of the purposes of the trust or conducting the business of the trust. The Trustee shall have full power and authority to protect and conserve the property with the proviso, however, that for the sale, leasing or encumbering the Property or any portion thereof, the Trustee shall obtain, in writing, the written consent of a majority of the beneficial owners. The Trustee may cause construction, improvements, or other development projects to be placed on the property and they may fund such projects (i) by borrowing against the equity build-up in the Property, or (ii) by utilizing the proceeds from the sale of less than the entire Property, with the proviso, however, that they have the approval of a majority of the beneficial owners.

7. DISTRIBUTIONS TO INTEREST HOLDERS:

If and when the Trustee sells the entire Property, or the last parcel thereof, if they sell the Property in two or more parcels, the Trustee shall distribute the net proceeds of such sale to the Interest Holders in accordance with their interests, after the Trustee has deducted all expenses, incidental to the sale and after the payments explained in Paragraph 8 herein have been made. The Trustee may invest proceeds from the sale of parcels in bank savings accounts, in certificates of deposit, or

in other investment vehicles, or they may hold such proceeds in checking accounts for the Interest Holders' benefit at the Trustee election.

8. COMPENSATION AND OTHER REMUNERATION OF TRUSTEE:

The Trustee shall not receive direct compensation for services rendered as Trustee. However, they shall be reimbursed by the trust for all reasonable expenses incurred, including legal and accounting fees rendered for and on behalf of the trust. The Trustee shall further be reimbursed for the reasonable administrative overhead costs in maintaining the trust's books of account and in the preparation of the necessary tax returns.

The Trustee is a realtor and shall be entitled to receive real estate commissions upon the sale or other disposition of the Property, including leasing comparable to that received by other realtors in the community. The exclusive right of sale has been given to DeWOLFE & JOHNSON REALTY.

9. EXCULPATION OF TRUSTEE:

The Trustee shall not be liable to the trust or to the Interest Holders for any act or omission of the Trustee or Interest Holders, or be held to any personal liability whatsoever in tort, contract, or otherwise in connection with the affairs of the trust, except only to the extent that they will be held liable for their own willful misfeasance, bad faith, gross negligence, or reckless disregard of duty.

10. LIMITATION OF LIABILITY OF TRUSTEE:

The Trustee in incurring any debts, liabilities, or obligations for the trust or in taking or omitting any other actions for or in connection with the trust are, and shall be deemed to be, acting as Trustee and not in his own individual capacity. Except to the extent provided in Paragraph 9 herein, the Trustee shall not be liable for any debt, claim, demand, judgment, decree, liability, or obligation of any kind, against, or with respect to the trust arising out of any action taken or omitted for or on behalf of the trust. Instead, the trust shall be solely liable for any such amount, and resort shall be had solely to the Trust Estate for payment or performance thereof. The Trustee shall be entitled to prorata indemnify from the Trust Estate if, contrary to the provisions hereof, they shall be held to any such personal liability.

11. EXPRESS EXCULPATORY CLAUSES IN INSTRUMENTS:

The Trustee shall use every reasonable means to assure that all persons dealing with the trust shall be informed that the private property of the Interest Holders and the Trustee shall not be subject to claims against, or obligations of, the trust to any extent whatsoever. If the Trustee deems it advisable, he shall cause to be inserted in any written agreement, undertaking, or obligation, made or issued on behalf of the trust, an appropriate reference to this Declaration, providing that neither the Interest Holders nor the Trustee shall be liable thereunder and that the

other parties to such instrument shall look solely to the Trust Estate for the payment of any claim hereunder or for the performance thereof. However, the omission of such provision from any such instrument shall not render the Trustee or the Interest Holders liable to anyone for such omission. If, notwithstanding this provision, the Trustee shall be liable to any other person by reason of the mission of such provision from any such agreement, undertaking, or obligation, the Trustee shall be entitled to reimbursement out of the Trust Estate to the full extent of such liability. Such reimbursement shall include the costs of any litigation or other proceedings in which such liability shall have been determined, including, without limitation, the expenses, including attorneys' fees, actually and reasonably incurred by the Trustee in connection with the defense or settlement of such action or suit, including any appeal thereof.

12. INDEMNIFICATION OF TRUSTEE:

(a) Subject to the provisions of sub-paragraph 12(c) herein, the trust shall indemnify any person, including the Trustee, to any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative (other than an action by, or in the right of, the trust) by reason of the fact that he is or was Trustee of the trust, or is or was serving at the request of the Trustee as a director or officer of a corporation of trust in which the trust

may hereafter own shares of capital stock or beneficial interests or of which the trust may hereafter be a creditor against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the trust. With regard to any criminal action or proceeding, any such person shall not be indemnified hereunder unless, in addition to the requirements stated above in this sub-paragraph 12(a), such person had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person; (i) did not act in good faith and in a manner that he reasonably believed to be in, or not opposed to, the best interests of the trust, and (ii) with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) Subject to the provisions of sub-paragraph 12(c) herein, the trust shall indemnify any person, including the Trustee, if he is a party, or is threatened to be made a party, to any threatened, pending, or completed action suit by, or in the right of, the trust to procure a judgment in its favor by reason of the fact that they are or were Trustee of the trust, or are or were serving the request of the Trustee as director or

officers of a corporation or trust in which the trust may hereafter own shares of capital stock or beneficial interests, or of which the trust may hereafter be a creditor, against expenses (including attorneys' fees), judgments, fines and amount paid in settlement, actually and reasonably incurred by him in connection with such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the trust. Provided, however, that no indemnification shall be made under this sub-paragraph 12(b) in respect to any claim, issued, or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the trust, except to the extent that; (i) such indemnification is permitted by law, and (ii) the Interest Holders determine in the manner set forth in sub-paragraph 12(c) herein, that such indemnification is proper in the circumstances, in each case notwithstanding such judgment.

(c) Any indemnification pursuant to the above two sub-paragraphs 12(a) and 12(b), unless ordered by a court, shall be made by the trust only as authorized in a specific case upon a determination that indemnification of the Trustee, or other persons, is proper in the circumstances because he has met the applicable standard of conduct set forth in such sub-paragraphs. Any person who acts on the advice of counsel shall be deemed to have met the applicable standard of conduct set forth in such

sub-paragraphs. Such determination shall be made by a vote of the trust beneficiaries holding a majority of the interests at the time outstanding who were not parties to such action, suit, or proceeding, and such determination shall be conclusive upon all Interest Holders.

13. RESIGNATION, REMOVAL, INCAPACITY, OR DEATH OF THE TRUSTEE:

The Trustee may resign at any time by giving written notice to each Interest Holder. Such resignation shall take effect on the date when successor trustee is elected by a vote of trust beneficiaries holding a majority of the Interests at the time outstanding. If no such successor trustee is elected the Trustee may bring an action in a court of competent jurisdiction to name such successor trustee. The Trustee may be removed for cause by the vote of trust beneficiaries holding three-fourths (3/4) of the Interests at the time outstanding. Upon the resignation or removal of the Trustee, or his otherwise ceasing to be Trustee, he shall execute and deliver such documents as the subsequent trustee shall reasonably require for the conveyance of any property held in his name in the Trust Estate, and he shall thereupon be discharged as Trustee.



14. TERMINATION OF TRUST:

(a) Upon the death, insanity, or bankruptcy of any Interest Holder, the Trustee shall notify the remaining Interest Holders within thirty (30) days of learning of such event. The trust shall terminate one (1) year after such notification unless all of the remaining Interest Holders consent to continue the trust or unless the trust otherwise terminates during such one (1) year period as provided for in the following sentence. The trust will also terminate upon the sale of the entire Property and the distribution of the proceeds as provided for in Paragraph 7 herein. Upon the termination of the trust, the trust shall carry on no business except for the purpose of winding up its affairs.

(b) After termination of the trust and distribution to the Interest Holders as provided in Paragraph 8 herein, the Trustee shall execute and lodge among the records of the trust, an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and interests of all Interest Holders hereunder shall thereupon cease.

15. RESTRICTIONS OF TRANSFERABILITY:

Before an Interest Holder can sell, assign, or otherwise transfer his Interests (except by means of one of the events described in sub-paragraph 14(a), the Interest Holder wishing to dispose of his Interest must give notice of his intentions to

dispose of his Interest(s) to the other Interest Holders and to the Trustee. Such notice shall set forth the terms and conditions of the proposed transfer and the name of the person or persons to whom the proposed transfer is to be made. Upon receipt of such notice by the Trustee, an option shall arise in the trust, on the terms and conditions specified in the notice, to purchase any or all of such Interest(s), which option shall expire in fifteen (15) days. On the expiration of the trust option, an option shall arise in the remaining Interest Holders, on the terms and conditions specified in the notice, to purchase such Interests, prorata, such option to expire in twenty-five (25) days. The optionees may purchase less than all the Interests. The Optionees may exercise, on a prorata basis, the options unexercised or only partially exercised by any other optionees. All such residual options shall expire in thirty (30) days after the expiration of the trust's option. Upon the expiration of any unexercised portion of the options referred to above, the Interest Holder wishing to transfer his remaining Interest that were offered as above, shall have the right to sell any other purchaser such Interests upon the terms and at the price offered to the trust and other Interest Holders as provided below. The right of the Interest Holder desiring to sell his Interests referred to in the preceding sentence shall terminate thirty (30) days after the expiration of the last option of the remaining Interest Holders referred to above. Notwithstanding anything above, the offered

Interests may not be sold or otherwise transferred unless the holders of at least three-fourths (3/4) of the Interests at the time outstanding consent to such sale, assignment or transfer.

16. AMENDMENT PROCEDURE:

The Declaration can be amended by written instrument executed by the Trustee upon the vote or consent of the trust beneficiaries holding three-fourths (3/4) of the Interests at the time outstanding to vote thereon, provided that such amendment shall first be proposed by the Trustee. The Trustee may also amend this Declaration without the vote or consent of the Interest Holders if they deem it necessary to conform to applicable laws or regulations, but they shall not be liable for failing to do so. No amendment may be made, pursuant to the preceding sentence, that would change any rights with respect to any outstanding Interests in the trust by reducing the amount payable thereon upon liquidation of the trust, or by diminishing or eliminating any voting rights pertaining thereto, or by increasing the liability of, or requiring any additional contribution or assessment from, the Interest Holders. Nothing contained in the Declaration shall permit the amendment of this Declaration to impose greater liabilities, on or increase the duties of, the Trustee without their consent. A certification form signed by the Trustee setting forth an amendment and reciting that it was duly adopted by the Interest Holders, or by the Trustee, as provided in this Paragraph 16, or a copy of the Declaration, as amended, and

executed by the Trustee, shall be conclusive evidence of such amendment when lodged among the records of the trust.

17. PARAGRAPH HEADINGS FOR REFERENCE ONLY:

The paragraph headings preceding the paragraphs herein have been inserted for convenience and reference only, and they shall not be construed to affect the meaning, construction, or effect of this Declaration.

18. SUCCESSORS IN INTEREST:

This Declaration shall be binding upon and inure to the benefit of the Trustee and each Interest Holder and their respective successors, assigns, heirs, distributees, and legal representatives.

19. TRUST SITUS, DOMICILE AND RESIDENCY:

The trust situs, domicile and residency is, and for all purposes shall be, deemed to be at the location from time to time of the principal office of the trust, but in no event shall such principal office be located outside of Florida.

IN WITNESS WHEREOF, the Trustee named herein have executed this Declaration of Trust as of the date first above written, and

have thereby signified their acceptance of the office of the Trustee for the Trust to be created hereby.

WITNESSES:

BERKSHIRE S.R. 82 TRUST

\_\_\_\_\_  
\_\_\_\_\_

*Michael Abdalla*  
MICHAEL ABDALLA

EXHIBIT "A"

All that part of the Northwest Quarter (NW 1/4) less the East 40 feet thereof, of Section 25 and the Northeast Quarter (NE 1/4) of Section 26, Township 44 South, Range 25 East, Lee County, Florida, lying South of Buckingham Road (State Road No. 82A) (150 feet wide) northeasterly of Immokalee Road (State Road No. 82) (200 feet wide) and North of Lee Boulevard (106 feet wide) as recorded in O.R. Book 306 at Page 284, of the Public Records of Lee County, Florida, AND  
All that part of Section 25, Township 44 South, Range 25 East, lying South of Lee Boulevard (106 feet wide) as described in said instrument, northeasterly of Immokalee Road (State Road No. 82) (200 feet wide) and northwesterly of Colonial Boulevard (State Road No. 884) (250 feet wide) as described in instrument recorded in O.R. Book 891 at page 232 of said public records.

EXHIBIT "B"

CERTIFICATE OF ACCEPTANCE AND OWNERSHIP

On the 3 day of June, 1987, MICHAEL ABDALLA, Trustee, declared that the S.R. 82 LAND TRUST ONE will be created and shall become effective pursuant to a Declaration of Trust of even date (the "Declaration"). I hereby purchase the number of units and beneficial interest in the S.R. 82 LAND TRUST ONE entered under my signature below, and acknowledge that I have read and understand the Declaration and agree to be bound by each of its terms.

I understand and agree that the beneficial interest that I own in the S.R. 82 LAND TRUST ONE which is entered under my signature below, is subject to the limitations on transferability contained in Paragraph 15 of the Declaration. In addition to those limitations, I understand that my beneficial interest in the S.R. 82 LAND TRUST ONE has not been registered under the Securities Act of 1933, as amended (the "Act") or the Florida Sale of Securities Law (the "State Act") and will be required to be held indefinitely unless it is subsequently registered under the Act or any applicable state securities laws, or an exemption from registration is available. Moreover, I agree that for a period of nine (9) months from date first above written, I will be unable to resell my beneficial interest to any non-resident of Florida, even if all other restrictions on transfer of my beneficial interest are met, and I understand that the S.R. 82 LAND TRUST ONE has a notation entered in its records to prohibit a transfer of my interest in violation of this restriction.

IN WITNESS WHEREOF, I have executed this Certificate of Acceptance and Ownership this 4 day of Aug, 1987.

WITNESSES:

\_\_\_\_\_  
Signature B. M. Lomb

\_\_\_\_\_  
Print Name Bernie D. Wolfe trustee  
for Clair + Bill Lomb.

Social Security or Employer Identification # 024-34-8187

Received \$ 7,300. for 1/4 unit(s), (\$29,000 per unit of beneficial interest owned), by:

\_\_\_\_\_  
Michael Abdalla Trustee  
MICHAEL ABDALLA, Trustee

**EXHIBIT C  
LIST OF CURRENT BENEFICIARIES**

Gary R. Pawloski  
68 Wilbur Cross Highway  
Kensington, CT 06037  
Percentage Interest: 2.565

George Aslin  
88 Cole Avenue  
Pittsfield, MA 01201  
Percentage Interest: 10.950

Daniel Albert  
801 Via Tranquilla  
Santa Barbara, CA 93110  
Percentage Interest: .838

Michael Abdalla, Jr.  
Main Street  
Stockbridge, MA 01263  
Percentage Interest: 5.055

Judith Abdalla  
Main Street  
Stockbridge, MA 01263  
Percentage Interest: 5.055

Scott Nejame  
Old Stockbridge Road  
Lenox, MA 01240  
Percentage Interest: .845

Canino Michael Mazzeo  
7 Winter Street  
Pittsfield, MA 01201  
Percentage Interest: 3.650

Angela R. Johansen  
7 Winter Street  
Pittsfield, MA 01201  
Percentage Interest: 3.650

Martin Minnella  
Post Office Box 2242  
Waterbury, CT 06722-2242  
Percentage Interest: 4.523

Edward and/or Theresa Lewandowski  
805 Darrell Road  
Burlingame, CA 94010  
Percentage Interest: 16.586

Bernie DeWolfe, Trustee for Claire and  
Bill Lamb  
1047 Bal Isle Drive  
Fort Myers, Florida 33919  
Percentage Interest: 2.238

George Richard Abdalla  
Main Street  
Stockbridge, MA 01263  
Percentage Interest: 5.055

Louis E. Nejame, Sr.  
Old Stockbridge Road  
Lenox, MA 01240  
Percentage Interest: 3.740

Gina Persico  
Old Stockbridge Road  
Lenox, MA 01240  
Percentage Interest: 1.007

The Ginabem Family Ltd. Partnership  
1047 Bal Isle Drive  
Fort Myers, Florida 33919  
Percentage Interest: 2.238

Del P. Virgilio Sr.  
53 Greening Avenue  
Pittsfield, MA 01201  
Percentage Interest: 10.950

Ed Lewandowski Jr.  
805 Darrell Road  
Burlingame, CA 94010  
Percentage Interest: 1.679

Debra and Mark Swain  
390 Devon Road  
Lee, MA 01238  
Percentage Interest: 5.635

Pamela Abdalla  
Main Street  
Stockbridge, MA 01263  
Percentage Interest: 5.055

Dean Nejame  
Stockbridge Road  
Lenox, MA 01240  
Percentage Interest: 4.478

Louis A. Nejame, Jr.  
Old Stockbridge Road  
Lenox, MA 01240  
Percentage Interest: .560

Anthony Mazzeo  
7 Winter Street  
Pittsfield, MA 01201  
Percentage Interest: 3.650



**AMENDMENT TO THE  
DECLARATION OF TRUST  
FOR  
BERKSHIRE SR 82 TRUST**

In January, 2001, Michael Abdalla, who was Trustee of the Berkshire SR 82 Land Trust at the time, indicated his desire to resign as Trustee due to health issues. By a requisite majority of the beneficial holders, a vote was held and Debra Swain was elected and approved as the successor Trustee to succeed Mr. Abdalla.

Debra Swain, Trustee  
Debra Swain, Trustee