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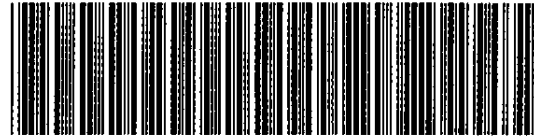
(Business Entity Name)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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*J* 4/9/14

**TRANSMITTAL LETTER**

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

**SUBJECT:** Affidavit to Qualify C. G. W. ENTERPRISES, IRRV TR

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

**FEES:**

Declaration of Trust \$350.00

**OPTIONAL:**

Certified Copy \$ 8.75

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14 APR -4 AM 11:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**FROM:** C. G. W. Enterprises, Board of Trustee  
**Name (Printed or typed)**  
care of: 2819 47th Street East  
**Address**  
Palmetto, FLA 34221  
**City, State & Zip**  
877-376-6193  
**Daytime Telephone number**

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

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C. G. W. ENTERPRISES, IRRV TR

14 APR -4 AM 11:06

A Common Law, Irrevocable **TRUST**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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 C. G. W. ENTERPRISES, IRRV TR, a

(Name of Trust)

FLORIDA

Trust hereby affirms in order to file or qualify

(State)

C. G. W. ENTERPRISES, IRRV TR, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is care of: 5411 WINEWOOD DRIVE,  
SARASOTA, FLORIDA 34232
3. The registered agent and street address in the State of Florida is:  
D. SIMMONS, Reg Agent  
2819 47th STREET EAST, PALMETTO, FLORIDA 34221
4. Acceptance by the registered agent: Having been named as registered  
agent to accept service of process for the above named Declaration of Trust  
at the place designated in this affidavit, I hereby accept the appointment as  
registered agent and agree to act in this capacity.

*David Simmons*

(Signature of Registered Agent)

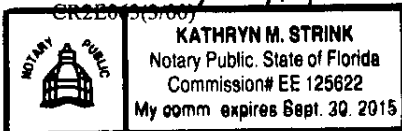
5. I certify that the attached is a true and correct copy of the Declaration of  
Trust under which the association proposes to conduct its business in  
Florida.

William S. Baber, Sr., Exec Trustee

Name: William S. Baber  
Chairman of the Board of Trustees

NOTARY  
*Kathryn M. Strink*  
3/28/14

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



# **Common Law Declarations of Trust**

for

## **C. G. W. Enterprises, Irrevocable Trust**

FILED  
14 APR -4 AM 11:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THIS TRUST AGREEMENT entered into on the 20<sup>th</sup> day of July, A.D. 2001 between the GRANTOR/Exchanger receiving mail care of Sarasota, Florida, hereinafter referred to as the 'TRUSTOR' and the nominee/acceptor individual, hereinafter referred to as "TRUSTEE" herewith establish, declare and agree:

**I ARTICLE - PURPOSE OF TRUST.** The TRUSTOR has established this family trust for the purpose of providing for the needs of the named beneficiaries herein. By the trust, TRUSTOR is divesting themselves of all incidents of ownership of the corpus and further declare that all property, income and profit now held or acquired after the effective date of this agreement shall be controlled by the Board of Trustees for **C.G.W. Enterprises**, an irrevocable trust (hereinafter referred to as the "**Family Trust**") for the benefit of such persons as may from time to time be holders of capital certificate units ("**CCUs**") having beneficial interest in this Family Trust estate, in a way which is set forth in this instrument and any amendments to this instrument.

**II ARTICLE - CORPUS OF TRUST.** The TRUSTOR has delivered to the TRUSTEE the following property that will be subject to the terms of this agreement, fully described in **SCHEDULE "A"** attached to and made part of this trust agreement. The receipt of which property is acknowledged by the TRUSTEE.

Further, such property, together with any additional property that may later become subject to this trust, shall constitute the trust estate and shall be held, administered and distributed by the TRUSTEE for the purposes which are set forth herein.

The TRUSTOR shall have the right to make additions to the corpus of the trust, provided that the same are similar assets or other property which the TRUSTEE is willing to accept. The TRUSTEE shall not be required to accept any proffered additions to the corpus.

In the event that pursuant to **ARTICLE V** of this trust, any dividends are earned on the corpus/estate, above trust expenses, these dividends shall be added to the trust expense/management account.

**III ARTICLE - OWNERSHIP RIGHTS OF THE TRUSTEE.** The office of the Board of Trustees shall have all the incidents of ownership in such corpus and TRUSTOR shall have no control over the corpus. Neither TRUSTOR nor beneficiary shall have any rights to exercise any of the incidents of ownership in regard to the trust corpus/estate.

The TRUSTOR shall execute any and all documents necessary to provide for the complete transfer of ownership of all assets to the TRUSTEE, and upon the request of the TRUSTEE shall provide any reasonable cooperation to the TRUSTEE.

**IV ARTICLE - REVOCATION AND AMENDMENT.** This trust is irrevocable and may not be altered, terminated or changed in any respect by the TRUSTOR. However, while living and competent the TRUSTEE of the Board of Trustees for *C.G.W. Enterprises* shall at all times, by written notice, have all powers to rename or change any beneficiary; amend any provision hereof to such extent as may be acceptable to his/her discretion and/or sell, pledge or encumber any part or all of the trust estate.

**V ARTICLE - MANAGEMENT OF THE TRUST.** In addition to all other powers and discretions granted to or vested in the TRUSTEE by law or by this instrument, the TRUSTEE shall have the following powers and discretions:

During the life of the TRUSTOR, the TRUSTEE shall hold property of any kind in trust title, as fiduciary for the benefit of beneficiaries.

These powers include, but are not limited to the ability to do all such acts, exercise all such rights and privileges in the management of the trust estate as if the absolute owner:

To hold, manage, operate, control, repair, preserve, improve, partition, subdivide, sell (at public or private sales for cash or credit) convey, exchange, convert, grant options on, or otherwise deal with the trust property. To loan, invest and reinvest the trust estate or any part thereof. To encumber, lease, hold or dispose of any property of the trust estate. To maintain securities or other property in the TRUSTEE's own name or in the name of the trust ("*C.G.W. Enterprises*,") without disclosing any fiduciary relationship or named beneficiary. The TRUSTEE is not liable for any loss sustained or incurred by this trust, other than for fiduciary misconduct, theft and/or malfeasance.

Any income or dividends paid on such corpus/assets shall be held by the TRUSTEE in trust provided that TRUSTEE may pay any expense of the trust from such income. Any dividends or other earnings of the corpus of trust, above expenses shall be kept in a reserve (i.e. checking/money market account, etc.) for future trust expenses and management costs. The TRUSTEE in his/her discretion may determine what is principal or income and what shall be charged or credited to either, and his/her judgment shall equally apply to everyone beneficially interested hereunder. All undistributed income shall be added to principal before the end of each accounting year.

In the event that annual expenses (liability insurance premiums, property taxes, etc.) become due on the corpus of the trust, the TRUSTEE may pay the cost from the reserve. In the event that the reserve is insufficient to pay any premiums or expenses due, the TRUSTEE shall notify the TRUSTOR of the amounts and due dates, as soon as the shortage is known.

Should TRUSTOR fail to fund the payment of the premiums/expenses, the TRUSTEE shall have no obligation to make any advances. The TRUSTEE shall in their sole discretion be entitled to:

- (a) convert the property or any other assets into cash; or
- (b) cash in stocks, bonds, mutual funds or insurance annuities; or
- (c) borrow on security of the corpus of the trust to make such payments; or
- (d) pledge as collateral assets, in which event the value of the "letter of credit" shall form the corpus of the trust.

The TRUSTEE shall have the right, in the TRUSTEE'S sole discretion to sell, cash in, transfer or exchange any assets in the event that:

- (e) the company providing the fiduciary/fund management is unsuitable due to its management, performance or operating experience; or
- (f) substantially larger returns or earnings may be achieved with Another reputable company or broker/dealer, or
- (g) the dividend/earnings potential of another investment or accounts are substantially greater.

Upon the deaths of the TRUSTOR and the TRUSTEE, the SUCCESSOR shall with all possible haste dispatch to provide necessary evidence of their Proof of Powers to continue serving as fiduciary for the benefit of beneficiaries. The SUCCESSOR TRUSTEE shall have all the rights, if in the sole discretion of the TRUSTEE the same is advisable, to manage and maintain the corpus/estate in the best interests of the trust and beneficiaries.

The SUCCESSOR TRUSTEE shall maintain sole discretion regarding when to distribute the corpus of the trust, in the following order:

- (i) To the expenses of the trust;
- (ii) To the named beneficiaries in shares listed in the **REGISTER OF CERTIFICATE HOLDERS.**

The interest of the beneficiaries of *C.G.W. Enterprises* shall not be assignable and beneficiaries shall not have the right to pledge, assign, convey or otherwise transfer, lien or encumber any portion of the income or principal of the trust. All payments provided for, by the beneficiaries herein shall be made directly to them or their appointed guardians as is provided herein.

Upon disbursement of the final funds/assets, the trust shall terminate.

**VI ARTICLE - TRUSTEE AND SUCCESSOR TRUSTEE.** The TRUSTEE or any Successor may resign at any time, upon first giving written notice, ten (10) business days before such resignation shall take effect, to the TRUSTOR, if then living or all adult beneficiaries.

After the death of the last TRUSTOR, said Notice shall be given to all adult beneficiaries who may be receiving or entitled to receive income hereunder. TRUSTOR shall have no rights to discharge, instruct or change the TRUSTEE after the execution of this agreement and their acceptance of appointment. In the event the TRUSTEE resigns, the SUCCESSOR TRUSTEE nominee shall be offered to accept active membership to the Board of Trustees. This SUCCESSOR shall become an active member of the Board upon their signed acceptance of the duties of TRUSTEE hereunder. In the event a nominee does not serve for any reason, an alternate SUCCESSOR TRUSTEE shall be approached for nomination and appointment to the Board to fill such vacancy.

All discretions granted to or vested in the office of TRUSTEE by any provision of this Declaration are to be exercised in the sole and absolute discretion of the TRUSTEE or their successors.

Any instrument executed by the initial TRUSTEE shall become binding upon all parties hereto and on all beneficiaries hereunder. No person paying money to the TRUSTEE need see to the application of the money so paid.

The TRUSTEE shall have the authority to accept contributions from the GRANTOR and the TRUSTEE may sell or exchange for such sums or consideration and on such terms, as deemed appropriate for the trust. The corpus/estate assets shall at all time be conserved, preserved and managed for the benefit of certificate holders of capital certificate units (CCUs). The entire "beneficial interest" of the income of *C.G.W. Enterprises* derived from the principal, namely, the corpus/estate assets, shall at all times be divided exactly into one-hundred (100) capital units and issued by certificates evidencing beneficial interest of such units. Capital units may at any time be subdivided into units of smaller denomination, or in issues subsequent to the creation of *C.G.W. Enterprises*, but the total capital unit shall at no time be less than or more than one-hundred (100) units, representing 100% of the corpus/asset indeterminable value.

The capital units shall be trust property and may from time to time entitle beneficiaries /certificate holders of such shares to participate in all dividends and other distributions of income or principal in the proportion of the number of shares they hold to the number of shares issued and outstanding, as determined distributable by the unanimous determination of the Board of Trustees for *C.G.W. Enterprises*. Any Trustee may revoke, assign or dispose of shares in the trust without affecting in any way their power or status.

All capital unit shares (CCUs) of *C.G.W. Enterprises* shall be in writing and transferable by majority decision of the Board of Trustees, by an appropriate instrument only.

The person whose name appears as the 'Certificate Holder' of such shares in the Register of Capital Certificate Holders of *C.G.W. Enterprises*, shall be deemed absolute beneficiary of such shares and until the existing capital certificate unit is surrendered and transfer is recorded, the TRUSTEE shall not be affected by any notice.

**VII ARTICLE - INDEMNITY AND EXPENSES FOR THE TRUSTEES.** The TRUSTEE shall be entitled to indemnity for any expense or claims related to the trust, provided that the TRUSTEE's transactions and acts were in good faith. No bond shall be required of the TRUSTEE or their successor.

No entity dealing with the TRUSTEE shall be required to investigate or to confirm the TRUSTEE's authority to enter into any transaction or to administer the application of the proceeds of any transaction. Nor shall any Trustee be required to obtain letters of authority from, or the approval of any court in the exercise of any power conferred upon him or her of that office, nor shall any Trustee or signatory for the same, at any time be required to swear, take an oath or to furnish any bond or other security, unless the Board of Trustees of *C.G.W. Enterprises* by appropriate Minute, shall at that time require such bond or security.

If the TRUSTEE is an individual, then they shall serve without compensation, but with reimbursement for reasonable and ordinary expenses. Nevertheless, the TRUSTEE if an attorney shall be entitled to compensation for legal services rendered the trust, or if an accountant, for accounting services rendered to the trust.

If the TRUSTEE is a corporation or banking entity, it shall be entitled to customary, reasonable and ordinary charges and expenses incurred in rendering services to the trust, estate and beneficiaries.

**VIII ARTICLE - PERPETUITIES SAVINGS CLAUSE.** Notwithstanding anything to the contrary herein contained, the Board of Trustees for *C.G.W. Enterprises* and the trust created by this agreement shall cease and terminate twenty-one (21) years after the death of the last survivor of TRUSTOR and all issue of beneficiaries living at the date of this agreement shall be distributed as provided in **ARTICLE V.**

**IX ARTICLE - LITIGATION OR COMPROMISE OF CLAIMS.** The TRUSTEE may compromise or abandon, at the TRUSTEE'S option any claim or claims against the trust, or subject to the same to arbitration. Further the TRUSTEE in their absolute discretion, may litigate any claim in favor of or against the estate as it appears in the best interest of the benefit of the beneficiaries.

**X ARTICLE - GOVERNING LAW - - SEVERABILITY.** The laws of Florida state shall govern this family trust. If any provision herein is found by a court of competent jurisdiction to be invalid, the remainder shall govern, with full effect.

IN WITNESS whereof, dated effective this 20<sup>th</sup> day of July, A.D. 2001.

/s/ Chad Prater  
WITNESS #1 to TRUSTOR/TRUSTEE  
CHAD PRATER, Sarasota, Florida

/s/ Roger Whitbeck  
WITNESS #2 to TRUSTOR/TRUSTEE  
ROGER WHITBECK, Sarasota, Florida

"... at the mouth of two witnesses or at the mouth of three witnesses, shall the matter be established."

Deuteronomy 19:15



  
**C. G. W. Enterprises,**  
**Irrevocable Trust**

STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF SARASOTA                )

THE UNDERSIGNED, personally appeared, did not take an oath, depose and certify:

- 1. TRUST TITLE:                        **C.G.W. ENTERPRISES, IRRV TR**
- 2. DATE ESTABLISHED:                 July 20th, 2001
- 3. TAX IDENTIFICATION NUMBER:       75-6695236
- 4. NAME OF TRUSTEES:                 William S. Baber, Sr.
- 5. NAME OF SUCCESSOR TRUSTEE:       William S. Baber, Jr.

6. POWER AND AUTHORITY: THE BOARD of Trustees for **C.G.W. Enterprises**, an irrevocable trust, shall at all times have, except as modified by the terms of the Minutes and Resolutions of the Board of Trustees of **C.G.W. Enterprises** interpreting the same, all the powers of Trustee under the customs, traditions and usages of the common law, including, but not limited to the power:

a. To apply for and receive health, life or disability insurance on the life of any person; to accept the ownership and beneficial interest of life insurance, which may be transferred to the Trustee without responsibility as to the payment of premiums. The insuring companies have no responsibility other than to pay the proceeds of the policies to the named beneficiaries and are not required to examine the Declarations of Trust at any time. To apply and pay for automobile, homeowners or any other liability insurance in the name of the trust.

b. To sell, convey, lease, exchange, abandon, pledge for security, and exercise all the rights, powers and privileges which an absolute owner of the same property would have regarding any property, which in their discretion, the Trustee chooses to receive subject to the Declaration of Trust.

c. To apply for and open commercial loan accounts, to borrow money with or without security, to receive all dividends, interest and other income, and to compromise and settle claims. To purchase, sell or retain stocks, securities, mutual funds, life insurance annuities, mortgages and other investments. Any and all bank accounts, including checking and savings accounts, established in the name of the Trust by the Trustee, shall be subject to withdrawal and all checks, drafts and other obligations of the

trust shall be honored by said depositories upon the signature of the Trustee or their designated signatory.

The banking institution that establishes accounts pursuant to this paragraph is advised that there is nothing in the trust instrument that requires the banking institution to exercise any fiduciary obligation or any other discretion other than that required in normal banking procedures.

d. To make any type of transaction for the benefit of the trust Corpus/Estate, to buy, sell, employ employees, contract with independent contractors or subcontractors, underwrite, exchange or otherwise acquire, hold title to, and /or encumber property or hypothecate by mortgage, or deed, or trust, or pledge, or otherwise take any measure it deems appropriate to expand the capital of the trust Corpus/Estate.

e. To engage in any other business or business act or activity, as a natural individual, which is not specifically prohibited under any law of the government of the host country or any political subdivision thereof or therein.

f. To do all such things as are incidental to this trust as the Board of Trustees of **C.G.W. Enterprises** may at any time think conducive to the attainment of all or any of the within objects and intents.

*Knowing the punishment for bearing false witness before ALMIGHTY GOD and men, I/we solemnly aver and make this un-notarized oath:*

"I certify that in accordance with Section 92.525, Florida Statutes, under penalties of perjury, I declare that I have read and understand the foregoing **ARTICLES OF ORGANIZATION** and that the facts stated in it are true and correct to the best of my knowledge and belief."

Signed, sealed and delivered on this 28<sup>th</sup> day of March, A.D. 2014:



William S. Baber, Sr., TRUSTEE  
C.G.W. Enterprises, Irrv Tr

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