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REAL PROPERTY  
BUSINESS LAW

October 4, 1999

EXPRESS DELIVERY

Secretary of State of Florida  
Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

600003005816--2  
-10/05/99--01069--008  
\*\*\*700.00 \*\*\*350.00

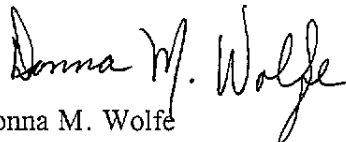
RE: Filing of Declarations of Trust for the following:  
The 1307 East Baker Street Trust dated November 20, 1997; and  
The Twenty eight Zero One N. Branch Forbes Road Trust dated February 1998

Dear Sir or Madam:

Enclosed please find the original Affidavit to the Secretary of State of Florida to File or Qualify The 1307 East Baker Street Trust dated November 20, 1997, as amended and restated February, 1998, a Florida Trust, together with the Acceptance of Appointment as Registered Agent and the Land Trust Agreement as Amended and Restated between William A. Brown, J. B. Carrie Properties, Inc. And the William A. Brown Family Limited Partnership; a package of similar original documents for The Twenty Eight Zero One N. Branch Forbes Road Trust dated February 1998, and our firm's check number 7628 in the amount of \$700.00, representing the required filing fee of \$350.00 for each transaction. Please provide us with the Certificates of Status for these trusts at your earliest convenience.

Should you have any questions or concerns, or require any further information concerning the foregoing, please do not hesitate to contact me. Thank you.

Very truly yours,



Donna M. Wolfe  
Legal Assistant and Secretary to  
John Kingman Keating and Kenneth L. Schlitt

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

99 OCT -5 PM 2:24

FILED

dmw/  
Enclosures

**AFFIDAVIT TO THE SECRETARY OF STATE OF  
FLORIDA TO FILE OR QUALIFY  
THE 1307 EAST BAKER STREET TRUST dated  
November 20, 1997, as amended and restated February, 1998,  
a Florida trust**

99 OCT -5 PM 2:24  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned Chairman of the Board of Trustees of The 1307 East Baker Street Trust dated November 20, 1997, as amended and restated February, 1998, a Florida trust (the "Trust"), hereby affirms the following in order to file or qualify the Trust in the State of Florida:

1. The name of the Trust is The 1307 East Baker Street Trust dated November 20, 1997, as amended and restated February, 1998, a Florida trust.
2. Two (2) or more persons are named in the Trust.
3. The principal address of the Trust is 106 W. Stanley Street, Tampa, Florida 33674.
4. The initial registered office of the Trust shall be located at 106 W. Stanley Street, Tampa, Florida 33674, and the name of the initial registered agent for the service of process on the Trust at such address shall be William A. Brown.
5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct it business in Florida.

**IN WITNESS WHEREOF**, the undersigned, being and constituting the Chairman of the Board of Trustees of the Trust, has executed this Affidavit to the Secretary of State of Florida to File or Qualify this 28<sup>th</sup> day of September, 1999, and such execution constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

THE 1307 EAST BAKER STREET TRUST  
dated November 20, 1997, as amended and  
restated February, 1998, a Florida trust

By: William A. Brown  
William A. Brown

As its Chairman of the Board of Trustees

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY, as an officer duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this Certificate on the date set forth below, William A. Brown personally appeared before me, as Chairman of the Board of Trustees of The 1307 East Baker Street Trust dated November 20, 1997, as amended and restated February, 1998, a Florida trust and  has executed OR  has acknowledged his previous execution of the foregoing Affidavit on behalf of the trust. The oath of William A. Brown  was OR  was not taken. I HEREBY FURTHER CERTIFY, that William

A. Brown as the person making the foregoing acknowledgment, is the same person either executing or acknowledging execution of the foregoing instrument and described therein because:

I personally know him/her,

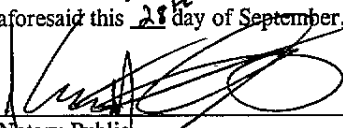
OR

I have satisfactory evidence of same based upon:

Florida driver's license or identification card issued by the Department of Highway Safety and Motor Vehicles

Other: \_\_\_\_\_

WITNESS my hand and official seal in the State and County aforesaid this 28 day of September, 1999.

  
\_\_\_\_\_  
Notary Public

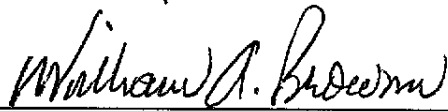
NOTARY NAME & SEAL  
KENNETH L. SCHLITT  
Notary Public - State of Florida  
My Commission Expires Oct 14, 2002  
Commission # CC783075

FILED  
99 OCT -5 PM 2:24  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been named as statutory Registered Agent for THE 1307 EAST BAKER STREET TRUST dated November 20, 1997, as amended and restated February, 1998, a Florida trust (the "Trust"), in the Affidavit to the Secretary of State of Florida to file or qualify the Trust, I hereby agree to act in that capacity, and, on behalf of the Trust, to accept service of process for the Trust and to comply with any and all statutes relative to the complete and proper performance of the duties of Registered Agent.

DATED this 28 day of September, 1999



William A. Brown  
Registered Agent

FILED

**LAND TRUST AGREEMENT**  
**AS AMENDED AND RESTATED**

99 OCT -5 PM 2:24

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**TRUST AGREEMENT AMENDED AND RESTATED** made this 5th day of February, 1998 between WILLIAM A. BROWN (hereinafter called the "Trustee"), J. B. CARRIE PROPERTIES, INC. and the WILLIAM A. BROWN FAMILY LIMITED PARTNERSHIP (hereinafter called the "Beneficiary")

**RECITALS**

**WHEREAS**, WILLIAM A. BROWN, as Trustee and J. B. CARRIE PROPERTIES, INC. as beneficiary, executed THE 1307 EAST BAKER STREET TRUST dated November 20, 1997 (the "Trust"); and

**WHEREAS**, the Trustee, WILLIAM A. BROWN and the Beneficiary, constituting all of the parties to the original Trust and this amended and restated Trust, are in agreement that the Trust should be amended and restated.

**NOW THEREFORE**, THE 1307 EAST BAKER STREET TRUST dated November 20, 1997, is hereby amended and restated in its entirety as follows:

**THIS TRUST AGREEMENT**, known as THE 1307 EAST BAKER STREET TRUST dated November 20, 1997 as amended and restated February \_\_\_\_\_, 1998, is to certify that WILLIAM A. BROWN (hereinafter "Trustee") is duly authorized to accept and execute trusts within the State of Florida, not individually but as Trustee hereunder, and is about to take title of the following described real estate in Hillsborough County, Florida, to-wit:

The West 322 feet of that part of the Northwest 1/4 of the Southeast 1/4, lying North of railroad, less State Road 600, right of way, lying and being in Section 28, Township 28 South, Range 22 East, Hillsborough County, Florida.

and that when he has taken title thereto, or to any other real estate deeded to him as Trustee hereunder, he will hold the same for the uses and purposes and upon the trusts hereinafter set forth.

**IT IS UNDERSTOOD AND AGREED** between the parties hereto, and by any person or persons who may become entitled to any interest under this Trust, as follows:

1. **THAT**, subject to the power of direction hereinafter provided for, the Trustee hereunder shall have and is hereby granted full power and authority to improve, manage and protect said premises or any part thereof, to contract to sell, to grant options to purchase, to sell on any terms, to take back, foreclose and release mortgages, to convey either with or without consideration, to donate, dedicate, mortgage, pledge or otherwise encumber said property, or any part thereof, from time to time to lease said property, or any part thereof, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any

period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present and future rentals; to exchange said property or any part thereof, for other real or personal property, to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or to said premises or any part thereof; and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified; at any time or times hereafter.

2. THAT, the following named entity (or its successors in interest as hereinafter provided for) shall be the beneficiary of this Trust and be entitled to the earnings, avails and proceeds of said real estate according to the respective interest set forth opposite its name, to-wit:

WILLIAM A. BROWN FAMILY LIMITED PARTNERSHIP 100%

3. THAT, pursuant to the powers and rights hereinafter set forth and granted to it, said Trustee shall and will hold, convey, lease, mortgage or otherwise deal with the title to said real estate only when authorized to do so on the written direction of the following entity, to-wit:

WILLIAM A. BROWN FAMILY LIMITED PARTNERSHIP

or, in the alternative, on the written collective direction of the person or persons then constituting the beneficiaries hereunder, provided, however, that the Trustee shall not be required to enter into any personal obligation or liability in dealing with said real estate nor to make itself personally liable for any damage, costs, expenses, fines or penalties, nor to deal with the said title so long as any money is due to it hereunder. Otherwise, the Trustee shall not be required to inquire into the propriety of any such written directions.

4. THAT, the interest of any such beneficiary or beneficiaries hereunder (or their successors in interest, as hereinafter provided for) shall consist solely of a power of direction to deal with the title to said real estate and to manage and control said real estate as hereinabove provided, and the right to receive the proceeds from rentals, sales, mortgages or other disposition of said real estate, and that such right in the avails of said real estate shall be deemed to be personal property and may be assigned and transferred as such. Subject to the provisions hereof, a beneficial interest may be subdivided by assignment so as to vest in an assignee or assignees an undivided interest in the whole of a previously existing beneficial interest. Upon receipt of an original or a duplicate assignment as aforesaid, the Trustee shall immediately endorse its acceptance on a copy thereof and deliver said copy to said assignee, as and for his or her certificate of beneficial interest hereunder.

The death of any individual beneficiary, if any, or the death of an individual general partner of a limited partnership which is a beneficiary hereunder shall not terminate this

Trust nor in any manner affect the powers of the Trustee hereunder and in event of the death of any such beneficiary during the existence of this trust, his, her or its right and interest hereunder shall, except as herein otherwise specifically provided, pass as personal property to his or her executor or administrator, and not as real estate to his or her heirs at law. It is further understood and agreed that no beneficiary now has nor at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid.

5. **THAT**, no assignment of an interest other than by operation of law shall be binding on the Trustee until the original or duplicate original of said assignment is lodged with the Trustee and its acceptance indicated thereon. Any person having a power of direction who is not a beneficiary hereunder shall not have the right to assign such power without the written collective consent of all beneficiaries hereunder. No person or beneficiary hereunder shall have the right to contract for or bind the Trustee personally.

6. **THAT**, no income or principal payable to or held for any beneficiary shall, while in the possession of the Trustee, be alienated, disposed of, or encumbered in any manner other than by Trustee action authorized hereby. Throughout the duration of each trust, no beneficiary thereof shall have the power voluntarily to sell, alienate, convey, assign, transfer, mortgage, pledge or otherwise dispose of or encumber any principal or income thereof or any interest whatever therein until physical distribution or payment is made to him or her, and no interest of any beneficiary in or claim to any trust assets or benefits shall be subject to the claims of any of his or her creditors or to judgment, levy, execution, sequestration, garnishment, attachment, bankruptcy or other insolvency proceedings, or any other legal or equitable process.

7. **THAT**, the beneficiary or beneficiaries hereunder shall, in his, her, its or their own right, have the full management of said real estate and control of the selling, renting and handling thereof, and any beneficiary, or his, her or its agent, shall handle the rents thereof and the proceeds of any sales of said property and the Trustee shall not be required to do anything in the management or control of said real estate or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as hereinabove provided and after payment to it of all monies necessary to carry out said instructions.

8. **THAT**, this Trust shall be irrevocable.

9. **THAT**, in case the Trustee shall make any advances of money on account of this Trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, or in case the Trustee shall be compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the Trustee, with interest thereon at the rate of 8% per annum, all such disbursements or advances or payments made by the Trustee, together with its expenses, including reasonable attorney's fees, and that the Trustee shall not be called upon to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by the Trustee shall have

been fully paid, together with interest thereon aforesaid. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder unless it shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto.

10. **THAT**, nothing herein contained shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries hereunder from time to time will individually make all such reports and pay any and all taxes growing out of their interests under this Trust Agreement.

11. **THAT**, any contracts, obligations or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then-beneficiaries hereunder, as their attorney-in-fact, hereby irrevocably appointed for such purpose, or, at the election of the Trustee, in its own name, as the Trustee of an express trust, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

12. **THAT**, no party dealing with said Trustee or any successor Trustee in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, shall be obligated to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this Trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee or be obliged or privileged to inquire into any of the terms of this Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease, mortgage or other instrument (a) that at the time of the delivery thereof, the trust created by this Trust Agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Trust Agreement and binding upon all beneficiaries under this Trust Agreement; (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if a conveyance has been made to a successor or successors-in-trust, that such successor or successors-in-trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor-in-trust.

13. **THIS TRUST AGREEMENT** shall not be placed on record in the county in which the real estate is situated or elsewhere, but if for any reason same is so recorded, such recording shall not be considered as notice of the rights of any person hereunder derogatory to the title or powers of said Trustee.

14. **THAT**, the Trustee may, at any time, resign by sending a notice of its intention to do so by registered mail to each of the then-beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten days after the mailing of such



notices by the Trustee. In the event of such resignation, a successor or successors may be appointed by the person or persons then entitled hereunder to direct the Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors-in-trust. In the event that no successor-in-trust is named, as above provided, within ten days after the mailing of such notices by the Trustee, then the Trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, or the Trustee may, at its option, file a bill for appropriate relief in any court of competent jurisdiction. The Trustee, notwithstanding such resignation, shall continue to have a first lien on the trust property for its costs, expenses and attorney's fees and for its reasonable compensation.

15. THAT, every successor Trustee or trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

16. THAT, in event any property shall be remaining in this trust twenty (20) years from this date, it shall be the duty of said Trustee to sell and dispose of the same at public sale, to be held by it as expeditiously as possible and on reasonable advertisement and on reasonable notice to the then-beneficiaries hereunder, and, after deducting its reasonable fees and expenses, shall divide the proceeds among said beneficiaries as their respective interests may then appear.

IN TESTIMONY WHEREOF, these presents have been executed the day and year first above written.

THE 1307 EAST BAKER STREET TRUST

BY: William A. Brown - Trustee  
WILLIAM A. BROWN, Trustee

Witness

And on said day J. B. CARRIE PROPERTIES, INC. has signed this Declaration of Trust and Trust Agreement in order to signify its assent to amending and restating the Trust.

J. B. CARRIE PROPERTIES, INC.  
BY: William A. Brown - President  
WILLIAM A. BROWN, President

And on said day the said Beneficiary has signed this Declaration of Trust and Trust Agreement in order to signify its assent to the terms hereof.

WILLIAM A. BROWN FAMILY  
LIMITED PARTNERSHIP

BY: William A. Brown, G.P.  
WILLIAM A. BROWN  
General Partner