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**H. DOUGLAS POWELL, P.A.**

6950 Cypress Road  
Suite 103  
Plantation, Florida 33317  
(954) 583-8600

April 11, 2000

Florida Department of State  
Registration Section  
Div. of Corporations  
409 E. Gaines Street  
Tallahassee, Florida 32399  
(850) 487-6051

000003211230--2  
-04/17/00--01117--002  
\*\*\*\*350.00 \*\*\*\*350.00

RE: Filing or Qualifying of  
THE WHITCOMB AND HANNER DECLARATION OF TRUST, dated March  
31, 2000.

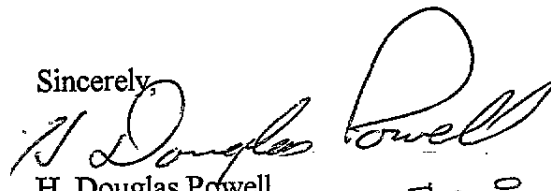
Dear Sir / Madam:

Enclosed please find the following:

1. Check to Florida Department of State for fees totaling \$350.00
2. A copy of The Whitcomb and Hanner Declaration of Trust, dated March 31, 2000
3. Affidavit To the Florida Secretary of State To File or Qualify  
with Acceptance and Designation of Registered Agent

Please file, record and acknowledge these documents as soon as possible. If you have any  
questions, please call me immediately.

Sincerely,



H. Douglas Powell  
1-800-741-4529

HDP/dp  
enclosures (3)

FILED  
00 APR 17 AM 8:17  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CP  
2-24-00

THE WHITCOMB AND HANNER  
DECLARATION OF TRUST

FILED  
00 APR 17 AM 8:17  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

DECLARATION OF TRUST made March 31, 2000 by Durward Charles Whitcomb III of Omaha, Nebraska, (the "Grantor").

1. Classification of organization. This Declaration of Trust is intended to create a business trust (the "Trust"), and not a partnership or a joint-stock association.

2. Transfer to trustees.

(a) The Grantor transfers to the Trustee all of his rights, title and interest in the property described in Exhibit A attached.

(b) The Trustee will hold the property described in Exhibit A and all property hereafter acquired, and all income and profits (collectively the "Trust Property"), in trust, and shall manage, administer, collect and dispose of the Trust Property for the benefit of persons who acquire shares of beneficial interest in the Trust (the "Beneficiaries").

(c) The initial Trustee is Susan W. Hanner.

(d) In the event there is not a surviving Trustee, then the beneficiaries, by majority vote of the beneficial interests then held, may appoint a new Trustee.

3. Name, business and location.

(a) The Trust shall be called **THE WHITCOMB AND HANNER  
DECLARATION OF TRUST**

(b) The Trustee, in the name of the Trust, may engage in general business activity and perform all acts she considers necessary in furtherance of such activity. The powers and duties of the Trustee are more specifically set forth in paragraph 10.

(c) The principal office of the Trust is located at 1004 S.E. 8<sup>TH</sup> Street, Okeechobee, Florida. 34974

4. Shares of beneficial interest. Beneficial interest in the Trust shall consist of 1,000 shares each with a par value of \$0.10. The Trustee may sell, exchange or acquire shares for such sums as she considers proper. The Trustee shall issue certificates ("share certificates"), to the purchasers of shares, in such form as the Trustee deems proper, evidencing the beneficial interests of the purchasers. The purchasers shall be the Beneficiaries of the Trust and shall be bound by the

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

**THE WHITCOMB AND HANNER  
DECLARATION OF TRUST**

**A Florida TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Trustee of **THE WHITCOMB AND HANNER DECLARATION OF TRUST**, a Florida Trust hereby affirms in order to file or qualify **THE WHITCOMB AND HANNER DECLARATION OF TRUST**, in the State of Florida.

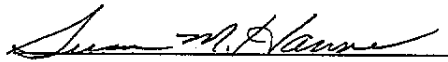
1. Two or more persons are named in the Trust.
2. The principal address is 1004 S.E. 8<sup>th</sup> Street, Okeechobee, Florida 34974
3. The registered agent and street address in the State of Florida are:

Susan M. Hanner, whose address is 1004 S.E. 8<sup>th</sup> Street, Okeechobee, Florida 34974

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.

  
(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.

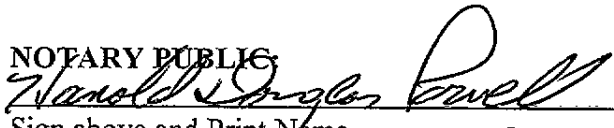
  
Name: SUSAN M. HANNER  
Chairman of the Board of Trustees

**Subscribed and sworn** to before me by Susan M. Hanner, Trustee, who personally appeared before me. Susan M. Hanner is personally known to me or has produced FL. Driver License as identification.



Harold Douglas Powell  
Commission # CC 841880  
Expires June 12, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

NOTARY PUBLIC

  
Sign above and Print Name

Here: HAROLD DOUGLAS POWELL  
My commission number

provisions of this Declaration of Trust. The shares shall entitle the Beneficiaries to participate in all dividends and other distributions of income or principal, as the Trustee in her discretion, from time to time, shall deem advisable. Each Beneficiary shall share in dividends or other distributions in the proportion which the number of shares owned by him bears to the total number of shares issued and outstanding. No Beneficiary shall have the right to ask for partition of the Trust Property during the continuance of this Trust. No Beneficiary shall have any interest in any portion of the Trust Property and shall have only an interest in dividends and other distributions. In the event of the loss or destruction of a share certificate, the Trustee may issue a new share certificate upon such conditions as they deem proper.

The initial Beneficiaries of this Trust are as follows:

Name	Interest
Durward Charles Whitcomb III, per stirpes	50%
Joshua M. Hanner, per stirpes	50%

5. **Transfer of beneficial interests.** No holder of a beneficial interest shall transfer all or any part of such interest without prior written approval of the Trustee. Such approval shall be granted in the Trustee's sole discretion.

The Trustee must approve any transfer taking effect because of the death of a beneficiary provided the Trustee is reasonably satisfied of the validity of the instrument of transfer.

A beneficiary transferring his, her or its interest in the Trust shall, within ten (10) days after such transfer, notify the Trustee in writing of the transfer and provide the Trustee with the name and address of the transferee. The Trustee shall then, within ten (10) days after receipt of such notice, prepare and issue a new "Certificate of Beneficial Interest" to the transferee if the transfer was approved by the Trustee as provided herein.

Any transferee of a beneficial interest in this Trust who receives such interest without the prior written approval of the Trustee for the such transfer shall succeed to none of the rights of the transferor or beneficiary described herein other than the right to receive a distribution of Trust income and principal upon termination of the Trust.

6. **Continuation of trust.** The death, insolvency or incompetency of a Beneficiary, or the transfer of shares of beneficial interest, shall not terminate the Trust or entitle the legal representative of the Beneficiary, or the transferee, to any accounting or to any legal action against the Trust Property or Trustee. Upon the death, insolvency or incompetency of a Beneficiary, his legal representative shall succeed as a Beneficiary and shall be bound by the provisions of this Declaration of Trust.

7. Personal liability of beneficiaries. The Beneficiaries shall not be made personally liable by any act or omission of the Trustee. All persons dealing with the Trustee, or with any agent of the Trustee, shall look only to the Trust Property for the payment of any sum due as a result of their dealing. In every instrument executed by the Trustee and creating an obligation of any kind, the Trustee shall stipulate that neither she nor the Beneficiaries shall be held to any personal liability under the instrument.

8. Meetings of beneficiaries. An annual meeting of Beneficiaries shall be held at 11 a.m. on the first Monday in January in each year, or on the following day if such Monday is a legal holiday. In addition, the Trustee may call special meetings of the Beneficiaries at such times as she considers advisable. Written notice of every meeting, specifying the time, place and the purpose, shall be sent by registered or certified mail to the Beneficiaries 15 days prior to the holding of the meeting. A notice addressed to a Beneficiary at the address listed in the register of the Trustee shall be sufficient notice under this paragraph. The owners of one-half of the issued and outstanding shares of beneficial interest, or their proxies, shall constitute a quorum for the purposes of any meeting and a majority of the shares represented and voting at the meeting shall control on any issue considered at the meeting, except as otherwise specifically provided herein.

9. Appointment, meetings and duties of Trustee.

(a) There shall be one Trustee, who shall serve for the entire term of the Trust, unless her tenure is terminated by death, resignation or incapacity to serve. The Trustee shall receive an annual salary of \$1200.00 payable in equal monthly installments. The death, resignation or incapacity of a Trustee shall not terminate the Trust or in any way affect its continuity.

(b) Upon the death, resignation or inability to serve of a Trustee, the successor Trustee(s) shall continue to serve.

(c) The Trustee shall meet at such times and at such places as she deems advisable.

(d) The Trustee shall hold, manage, control and invest the assets of the Trust in furtherance of the Trust purpose.

(e) The Trustee shall keep accurate books and records of all transactions involving trust property using a cash basis accounting method. The Trustee shall also keep a register of all names, addresses and interests of Trust beneficiaries.

(f) The Trustee shall, at her own expense, provide a place of business and furnish it with sufficient assets, supplies and personnel to properly conduct the affairs of the Trust.

(g) The Trustee shall maintain complete separation of her own funds from those of the Trust.

10. **Powers of trustees.** The Trustee shall have absolute and exclusive power and authority to manage the Trust Property and to conduct the Trust business, exercisable without the consent of the Beneficiaries, to the same extent as if the Trustee was the owners of the property and business, and limited only as specifically set forth in this Declaration of Trust. The concurrence of a majority of Trustees shall be necessary to the validity of any action taken by them. The Trustee's powers shall include, but shall not be limited to or by, the following;

(a) to undertake or engage in any type of commercial, industrial or other business or venture;

(b) to purchase or otherwise acquire real or personal property and to sell, exchange, mortgage, grant a security interest in, pledge, or in any manner deal with the Trust Property or any part thereof or any interest therein, upon such terms and for such consideration as they deem proper;

(c) to incur indebtedness; borrow or lend money with or without security; execute, accept, discount, negotiate and deal in commercial paper and evidences of indebtedness; and execute any written instruments;

(d) to prosecute and defend all actions affecting the Trust, and to compromise or settle any suits, claims or demands, or waive or release any rights relating to the trust;

(e) to employ officers, agents, attorneys and employees; and

(f) to adopt and enforce such by-laws, not inconsistent with this Declaration of Trust, as they may from time to time deem proper.

11. **Liability of trustee(s).** The Trustee shall not be personally liable for any loss resulting from an act or omission to act in the execution of any of the powers conferred by this Declaration of Trust, so long as she/they act in good faith. No Trustee shall be personally liable for an act or omission of another, or for an action or omission of any person appointed by any of them to assist in the execution of the Trust. All persons dealing with the Trustee shall look only to the Trust Property for the payment of their claims and every instrument to which the Trustee(s) shall be parties or on account of which any liability may be chargeable against the Trust Property shall in substance so provide.

12. **Indemnification of trustee(s).** Each Trustee shall be indemnified by and receive reimbursement from the Trust Property against and from any and all loss, liability, expense or damage arising out of any action or omission to act as a Trustee, except to the extent that any loss, liability,

expense or damage shall result from her/his own willful misconduct. Any indemnity or reimbursement shall be limited to the Trust Property and no shareholder shall be personally liable to any extent.

13. **Term.** The Trust shall continue for 35 years from the date hereof, except that it may be terminated at any earlier time by the Trustee(s), provided that at least 89% of the holders in value of the outstanding shares of beneficial interest or their proxies, assent to termination. Assent must be given by voting at a meeting of Beneficiaries for that purpose, pursuant to notice given as provided in paragraph 8.

14. **Amendment.** This Declaration of Trust may be amended in any particular, except that no change may be made in the provisions governing the liability of the Trustee(s), or their agents, or of the Beneficiaries. An amendment may be considered at any meeting of the Beneficiaries provided the notice of the meeting states that the amendment is to be considered at the meeting. The consent of the holders of 89% in value of the outstanding shares of beneficial interest shall be necessary to adopt any amendment. The amendment shall become effective when certified by the chairman of the meeting which voted it, countersigned by the Trustees and attached to this Declaration of Trust.

15. **Withdrawal of beneficial interest.** No holder of a beneficial interest may withdraw all or any part of his, her or its beneficial interest from the Trust without the express unanimous approval of all then serving Trustees and the written approval of 89% in value of the outstanding shares of beneficial interest.

The withdrawal, if approved, of a beneficial interest shall be effected by the surrender of the Certificate of Beneficial Interest evidencing such withdrawn interest to the Trustees and by the payment by the Trustees to such withdrawing beneficial interest holder of the trust principal and current income allocated to the withdrawing interest.

16. **Powers of beneficiaries.** In addition to those rights granted to beneficiaries under law or elsewhere in this document, all beneficiaries shall have the power and right to:

- (a) Inspect all books and records of the Trust.
- (b) Inspect all books and records of the Trustee.
- (c) Inspect all assets used in connection with the trust business.

17. **Spendthrift provision.** No beneficiary shall have any right to alienate, encumber or hypothecate his interest in the Trust Estate, nor shall such interest be subject to claims of the beneficiary's creditors or be liable to attachment, execution or other process of law. The interest of each beneficiary shall, be free from the control or interference of any creditor of a beneficiary or any spouse of a beneficiary. This paragraph shall not be construed as restricting in any way the exercise of any powers or discretions.

18. Governing law. This Trust shall be interpreted and governed by laws of the State of Florida.

19. Termination. At the termination of this Trust, the Trust Corpus and income shall be divided in proportion to the beneficial interests held by each beneficiary.

IN WITNESS WHEREOF, the Grantor and the Trustee have signed their respective names to multiple original counterparts hereof on the date hereinbefore set forth.

TRUSTEE:

GRANTOR:

Susan W. Hanner  
Susan W. Hanner, Trustee

Durward Charles Whitcomb III  
Durward Charles Whitcomb III, Grantor

The foregoing instrument, typewritten on eight (8) pages including this attestation clause, the self-proving clause, and all exhibits, was at 11:00 A. m., on this 31 day of March, 2000, at PLANTATION, FL, in our joint presence, sight and hearing, by DURWARD CHARLES WHITCOMB III, signed, acknowledged, published and declared as and for his Declaration of Trust, and he signed his name in our presence at the end thereof, we then knowing him to be over the age of eighteen (18) years of vigorous, sound and disposing mind and memory, and under no undue influence nor restraint whatsoever, whereupon we did then and there, in his presence and in the presence of each other, subscribe our names as attesting witnesses as he requested us to do.

Marlene S. Powell residing at 6190 Woodlands Blvd  
MARLENE S. POWELL Witness TAMARAC, FL

Patricia A. Cooke residing at 6950 Cypress Rd #103  
PATRICIA A. COOKE Witness PLANTATION, FL 33317

STATE OF FLORIDA )  
COUNTY OF BROWARD )

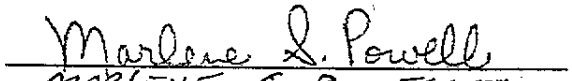
We, DURWARD CHARLES WHITCOMB III, MARLENE S. POWELL, and PATRICIA A. COOKE, the Grantor and witnesses respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Grantor, in the presence of witnesses, signed the instrument as his Declaration of Trust that he signed, and that each of the witnesses, in the presence of the Grantor and in the presence of each other, signed the Trust as a witness.

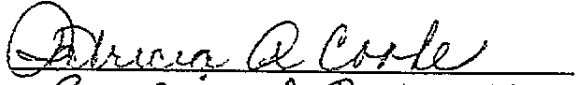


WITNESSES:

GRANTOR:

  
Durward Charles Whitcomb III, Grantor

  
MARLENE S. POWELL Witness

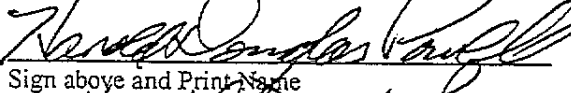
  
PATRICIA A. COOKE Witness

Subscribed and sworn to before me by DURWARD CHARLES WHITCOMB III, the Grantor, and by MARLENE S. POWELL and PATRICIA A. COOKE, the witnesses, on MARCH 31, 2000, all of whom personally appeared before me. DURWARD CHARLES WHITCOMB III is personally known to me or has produced NEBRASKA DLIC as identification. By MARLENE S. POWELL, a witness, is personally known to me or has produced PATRICIA A. COOKE as identification. By PATRICIA A. COOKE, a witness, is personally known to me or has produced \_\_\_\_\_ as identification.



Harold Douglas Powell  
Commission # CG 841880  
Expires June 12, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

  
Sign above and Print Name  
Here: HAROLD DOUGLAS POWELL My  
commission number, if any, is: \_\_\_\_\_


H12580193 \*

Subscribed and sworn to before me by SUSAN W. HANNER, the Trustee, and by MARLENE S. POWELL and PATRICIA A. COOKE, the witnesses, on MARCH 31, 2000, all of whom personally appeared before me. SUSAN W. HANNER is personally known to me or has produced FL Driver Lic as identification. By MARLENE S. POWELL, a witness, is personally known to me or has produced \_\_\_\_\_ as identification. By PATRICIA A. COOKE, a witness, is personally known to me or has produced \_\_\_\_\_ as identification.



Harold Douglas Powell  
Commission # CG 841880  
Expires June 12, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

  
Sign above and Print Name  
Here: HAROLD DOUGLAS POWELL  
commission number, if any, is: \_\_\_\_\_

14560-799-51-753-D

EXHIBIT "A"

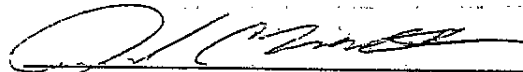
THE WHITCOMB AND HANNER  
DECLARATION OF TRUST

FILED  
00 APR 17 AM 8:17  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Property Contributed to Trust

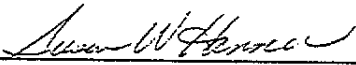
1. One Hundred Dollars (\$100.00), in cash
2. Property located at 822 S.E. 11<sup>th</sup> Street, Okeechobee, Florida 34974

Dated this 31 day of MARCH, 2000



Durward Charles Whitcomb III, Grantor

APPROVED:



Susan W. Hanner, Trustee