

DO10000000015

TRANSMITTAL LETTER

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

SUBJECT: L and G Enterprises of TN

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for: 358.75

FEES:

Declaration of Trust

\$350.00

400004341974--2  
-06/05/01--01070--022  
✓ \*\*\*\*358.75 \*\*\*\*358.75

OPTIONAL:

Certified Copy

\$ 8.75 ✓

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

01 JUN -5 AM 10:37

FILED

FROM:

Frank Guerrieri

Name (Printed or typed)

1110 Poplar Ridge Rd.

Address

Knoxville TN 37932

City, State & Zip

865-777-1183

Daytime Telephone number

531-1145

Please send fully executed and recorded documents to the above address.

Thanks,

Frank Guerrieri

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

**L and G Enterprises of TN**

**FILED**  
01 JUN -5 AM 10:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

A Common-Law TRUST

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 L & G Enterprises of TN, a  
(Name of Trust)  
Florida Trust hereby affirms in order to file or qualify  
(State)  
L & G Enterprises, in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 11110 Poplar Ridge Rd.  
Knoxville, TN 37932

3. The registered agent and street address in the State of Florida is:

Jan Whitwell  
307 Knoblock Ct  
Altamonte Springs, FL 32713

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.

Jan Whitwell  
(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.

NOTARY

Name:

Chairman of the Board of Trustees

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Shirley* (20) *Olin*

My Commission Expires: 8/31/2021

**DECLARATION OF TRUST**

**Of**

**L and G Enterprises of TN**

**FILED**  
01 JUN -5 AM 10:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

This Declaration of Irrevocable Trust is made this 4th day of June, 2001, by and between Jody Guerrieri and Frank Guerrieri, of Knoxville Tennessee, hereinafter called the Trustor, and Frank and Jody Guerrieri, of Knoxville Tennessee, hereinafter called the Trustee.

**I**

The Trustor hereby irrevocably assigns, conveys and gives to the Trustees, in trust, the following property:

**Property Name:** Howland Plaza

**Address:** 2922 Howland Blvd.

**City:** Deltona

**State:** Florida 32725

**Legal Description:** Parcel A – Lots 7 and 8 Block 1021; Deltona Lakes, Unit Thirty-Nine; according to the map in Map Book 27, Pages 209 through 212, inclusive; public records of Volusia County, Florida.

**Parcel B** – Lot 6 Block 1021; Deltona Lakes, Unit Thirty-Nine; according to the map in Map Book 27, Pages 209 through 212, inclusive; public records of Volusia County, Florida.

**II**

The Trustees shall receive and hold said property, together with any additions thereto, in trust for the use and benefit of the Trustees.

**III**

This trust shall be irrevocable and unamendable. I am aware of the consequences of establishing an irrevocable trust and hereby affirm that the trust created by this agreement shall be irrevocable by me or by any other person, it being my intention to make to the beneficiary/beneficiaries named herein an absolute gift of the property described in paragraph ONE, above.

#### IV

This agreement and the trust created hereby shall be administered, managed, governed and regulated in all respects according to applicable statutes of the State of Florida.

#### V

The Trustee, in addition to all other powers granted by this agreement and by law, shall have the following additional powers with respect to the trust, to be exercised from time to time at the Trustee's discretion:

##### Management of the Trust

To invest and reinvest, lease, rent, mortgage, insure, repair, improve or sell any of the real and personal property of the trust as he may deem advisable.

##### Business Interests

To sell or otherwise liquidate, or to continue to operate at his discretion, any corporation, partnership or other business interest which may be received by the trust.

##### Mortgages, Pledges and Deeds of Trust

To enforce any and all mortgages, pledges and deeds of trust held by the trust and to purchase at any sale thereunder any such real estate or personal property subject to any mortgage, pledge or deed of trust.

##### Litigation

To initiate or defend, at his discretion, any litigation affecting the trust.

##### Attorneys, Advisors and Agents

To employ and to pay from the trust reasonable compensation to such attorneys, accountants, brokers, and investment, tax and other advisors as he shall deem advisable.

##### Adjustment of Claims

To submit to arbitration, to compromise or to release or otherwise adjust, with or without compensation, any and all claims affecting the trust estate.

VI

No bond for the faithful performance of duties shall be required of any Trustee appointed under this agreement.

VII

The Trustee shall receive reasonable compensation for the services performed by him, but such compensation shall not exceed the amount customarily received by corporate fiduciaries in the area for like services.

VIII

No Trustee of the trust created by this agreement shall at any time be held liable for any action or default of himself, or of his agent, or of any other person in connection with the administration and management of this trust unless caused by his own gross negligence or by commission of a willful act of breach of trust.

IX

The Trustee, by joining in the execution of this agreement, hereby signifies his acceptance of this trust.

X

The Trustee shall have sole authority to determine what shall be defined as income and what shall be defined as principal of the trust established by this agreement, and to determine which costs, taxes and other expenses shall be paid out of income and which shall be paid out of principal.

XI

In the event that any portion of this agreement or the trust created hereby shall be held illegal, invalid or otherwise inoperative, it is my intention that all of the other provisions hereof shall continue to be fully effective and operative insofar as is possible and reasonable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Trustor



  
\_\_\_\_\_  
Trustee

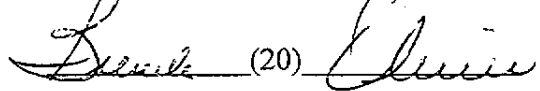
STATE OF TENNESSEE

COUNTY OF Knox

On this 4 day of June, 2001, before me personally came and appeared

Frank Valentine Guerrieri  
Jody A. Guerrieri and,  
known, and known to me, to be the individuals described in and who executed the  
foregoing instrument, and who duly acknowledged to me that they executed same for the  
purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

 (20)

My Commission Expires: 8/31/2002 (21)