

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

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Cap Management Trust

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*****358.50 *****358.50

Trust
☒ ~~Corp.~~ File

- ☐ LTD Partnership File
☐ Foreign Corp. File
☐ L.C. File
☐ Fictitious Name File
☐ Trade/Service Mark
☐ Merger File
☐ Art. of Amend. File
☐ RA Resignation
☐ Dissolution / Withdrawal
☐ Annual Report / Reinstatement
☒ Cert. Copy
☐ Photo Copy
☐ Certificate of Good Standing
☐ Certificate of Status
☐ Certificate of Fictitious Name
☐ Corp Record Search
☐ Officer Search
☐ Fictitious Search
☐ Fictitious Owner Search
☐ Vehicle Search
☐ Driving Record
☐ UCC 1 or 3 File *W02-1225*
☐ UCC 11 Search **J. BRYAN** JAN 15 2002
☐ UCC 11 Retrieval ☒
☐ Courier *3/15/02*

FILED
2002 MAR 15 PM 2:42
SECRETARY OF STATE
TALLAHASSEE FLORIDA
DIVISION OF CORPORATION
RECEIVED
02 JAN 15 AM 11:43

Signature _____

Requested by: *WL*

Name _____

Date *1/15*

Time *11:00*

Walk-In _____

Will Pick Up _____



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

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2002 MAR 15 PM 2:42

SECRETARY OF STATE
TALLAHASSEE FLORIDA

January 15, 2002

CAPITAL CONNECTION, INC.

SUBJECT: CAT MANAGEMENT TRUST
Ref. Number: W02000001225

We have received your document for CAT MANAGEMENT TRUST and your check(s) totaling \$358.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must comply with Chapter 609 Common-Law Declarations of Trust when filing a Trust with our office. I have enclosed the information needed to file.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6929.

Joey Bryan
Document Specialist
New Filing Section

Letter Number: 002A00002117

RECEIVED
02 MAR 15 AM 11:19
FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Corrected

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY

FILED

CAT MANAGEMENT TRUST

2002 MAR 15 PM 2:42

A FLORIDA TRUSTSECRETARY 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 CAT MANAGEMENT TRUST, a
(Name of Trust)

FLORIDA Trust hereby affirms in order to file or qualify
(State)
CAT MANAGEMENT TRUST, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 929 N. SPRING GARDEN AVE
SUITE 115, DELAND FL 32720
3. The registered agent and office in the State of Florida is:
THOMAS W. COLLIER, JR., ESQ., 929 N. SPRING
GARDEN AVE, SUITE 115, DELAND FL 32720
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:

Chairman of the Board of Trustees

NOTARY

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

CR2E063(2/00)

Annabelle Mavros
March 14, 2002
Personally Known



Annabelle Mavros
My Commission CC744087
Expires June 2, 2002

CAT MANAGEMENT TRUST

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DECLARATION OF TRUST made March 12, 2002, by THOMAS W. COLLIER, JR. of DeLand, Florida FRANK BENIO of DeLand, Florida and ALBERT J. DIONNE of DeLand, Florida (the "GRANTORS").

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 Grantors transfer to the Trustees all of their right, title and interest in the property described in Exhibit "A" attached.

(b) The Trustees 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 Trustees are THOMAS W. COLLIER, JR., and GEORGINA ROMAN-SECOR. Chairman of Trustees is THOMAS W. COLLIER, JR., who shall have sole authority to make policy decisions which will at all times be followed by all Trustees. GEORGINA ROMAN-SECOR shall succeed as chairman upon resignation or death of the existing chairman, and the chairman shall appoint a suitable replacement should a Trustee become unavailable

(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 chairman Trustee.

3. Name, business to be engaged in and location.

(a) The Trust shall be called CAT MANAGEMENT TRUST.

(b) The Trustees, in the name of the Trust, may engage in general business activity and perform all acts they consider necessary in furtherance of such activity. The primary business activity shall be investment of funds in equities, futures and options. The powers and duties of the Trustees are more specifically set forth in paragraph 10.

(c) The principal office of the Trust is located at 929 N. Spring Garden Avenue, Suite 115, DeLand, Florida 32720.

4. Shares of beneficial interest.

(a) Beneficial interest in the Trust shall consist of 50 shares, each with a par value of \$1.00. The Trustee may sell, exchange or acquire shares for such sums as he 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 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 Trustees in their 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 Trustees may issue a new share certificate upon such conditions as they deem proper.

(b) No initial Beneficiaries of this Trust exist other than the Grantors, who each hold one share. Before the Trustees may sell any remaining share in this Trust, they must first comply with all applicable Florida and Federal securities regulations.

(c) Any Trustee may acquire, hold and dispose of shares in the Trust to the same extent and in the same manner as if he or she were not a Trustee and without affecting in any way his or her status or power as such.

5. Transfer of beneficial interests.

(a) No holder of a beneficial interest shall transfer all or any part of such interest without prior written approval of the Trustees. Such approval shall be granted in the Trustees' sole discretion.

(b) The Trustees must approve any transfer taking effect because of the death of a beneficiary provided the Trustees are reasonably satisfied with the validity of the instrument of transfer.

(c) A beneficiary transferring his, her or its interest in the Trust shall, within ten

(10) days after such transfer, notify the Trustees in writing of the transfer and provide the Trustee with the name and address of the transferee. The Trustees 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 Trustees as provided herein.

(d) Any transferee of a beneficial interest in this Trust who receives such interest without the prior written approval of the Trustees 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 Trustees. 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 Trustees. All persons dealing with the Trustees, or with any agent of the Trustees, 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 Trustees and creating an obligation of any kind, the Trustees shall stipulate that neither they nor the Beneficiaries shall be held to any personal liability under the instrument. The Trustees may, however, personally guarantee any obligation of the Trust and shall be indemnified from Trust holdings for any loss before distributions to Beneficiaries are made.

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 Trustees may call special meetings of the Beneficiaries at such times as they consider 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 Trustees 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 trustees.

(a) There shall be two Trustees, who shall serve for the entire term of the Trust, unless his tenure is terminated by death, resignation or incapacity to serve. The Trustees shall receive an annual salary of \$1,200.00 each, payable upon a schedule to be determined by the chairman. The death, resignation, incapacity or dissolution 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 surviving Trustee shall continue to serve and if no surviving Trustee exists, the beneficiaries shall elect a successor Trustee by majority vote.

(c) The Trustees shall meet at such times and at such places as they deem advisable.

(d) The Trustees shall hold, manage, control and invest the assets of the Trust in furtherance of the Trust purpose, filing all appropriate documents with the Internal Revenue Service.

(e) The Trustees shall keep accurate books and records of all transactions involving trust property using a cash basis accounting method. The Trustees shall also keep a register of all names, addresses and interests of Trust beneficiaries and provide beneficiaries with such records as necessary for federal income tax purposes.

(f) The Trustees shall, at their own expense, provide a place of business and furnish it with sufficient assets, supplies and personnel to properly conduct the affairs of the Trust and shall be reimbursed for all expense directly related to Trust activity.

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

(h) Only the chairman is authorized to make buy/sell decisions concerning equities, futures or options.

10. Powers of trustees. The Trustees 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 Trustees were the owners of the property and business, and limited only as specifically set forth in this Declaration of Trust. If more than one Trustee exists, the chairman shall preauthorize and validate any actions taken by them. The Trustees' 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 venture with concentration on investment in equities, futures and options;
- (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;
- (f) to adopt and enforce such by-laws, not inconsistent with this Declaration of Trust, as they may from time to time deem proper; and
- (g) to set the amount of and distribute dividends to beneficiaries as they see fit on such a schedule as the Trustees deem economically feasible for the continued profitability of the Trust.

11. Liability of trustees. The Trustees 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 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 Trustees shall look only to the Trust property for the payment of their claims and every instrument to which the Trustees shall be party or on account of which any liability may be chargeable against the Trust Property

shall in substance so provide, subject to section 7 above.

12. Indemnification of trustees. 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 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 Trustees, 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 Trustees, 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

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TALLAHASSEE FLORIDA

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 Trustees.
- (c) Inspect all assets used in connection with the trust business.

Any inspection must be requested in writing at least 15 days prior and may take place only at the published location of the Trust on the first Monday of any month.

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.

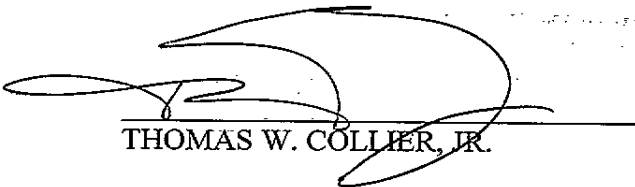
18. Governing law. This Trust shall be interpreted and governed by laws of the State of Florida.

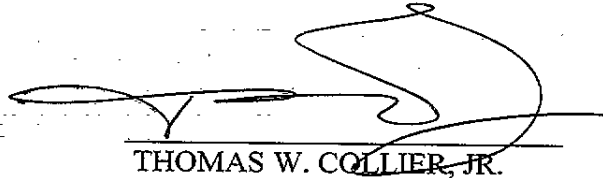
19. Termination. At the termination of this Trust, the Trust Corpus and income shall be divided in proportion to the beneficial interests held by each beneficiary.

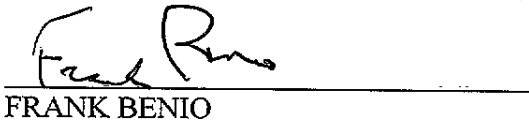
IN WITNESS and AGREEMENT WHEREOF the parties have signed this instrument.

GRANTORS:

TRUSTEES:


THOMAS W. COLLIER, JR.


THOMAS W. COLLIER, JR.


FRANK BENIO


GEORGINA ROMAN-SECOR


ALBERT J. DIONNE

EXHIBIT "A"

\$15,000.00 CASH ON HAND.