

Kurt Forrest Brewer, P.A.

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Department of State
Division of Corporations
Corporate Filings
409 E. Gaines Street
Tallahassee, FL 32399

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-05/30/02--01014--003
***350.00 ***350.00

Re: Qualification of Jerry and Aida Martin Trust ("Trust"); Merger of Trust with and into 508 West Central, LLC

Dear Sir/Ma'am:

Please find enclosed the following documents pertaining to the above-referenced transactions:

1. Declaration of Trust for the Jerry and Aida Martin Trust
2. Affidavit to qualify the trust with the Florida Secretary of State
3. Check in the amount of \$350 to qualify the trust
4. Agreement and Plan of Merger
5. Articles of Merger of the Trust into 508 West Central, LLC
6. Check in the Amount of \$55.00, representing the \$25 filing fee for the Articles of Merger and \$30.00 for a certified copy of the Articles of Merger after being filed with the Secretary of State.

Please qualify the Trust with the Secretary of State. After qualifying the Trust, please file the Articles of Merger to effectuate the merger of the Trust with and into 508 West Central, LLC. 508 West Central, LLC will be the surviving entity. Please forward the certified Articles of Merger to this office at your earliest convenience.

You are welcome to call me if you have any questions or require additional information.

Sincerely,



Kurt Forrest Brewer

Business, Commercial & Entertainment Law

Capital Plaza at Lake Eola
301 East Pine Street, Suite 150
Orlando, Florida 32801
Office: 407.210.6554
Fax: 407.835.3601
Mobile: 407.325.1855
Email: kurtbrewer@lawyer.com

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TALLAHASSEE FLORIDA

**AFFIDAVIT TO THE SECRETARY OF STATE OF FLORIDA
TO FILE OR QUALIFY
JERRY AND AIDA MARTIN TRUST
A FLORIDA BUSINESS 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 JERRY AND AIDA MARTIN TRUST, a Florida business trust (the "Trust"), hereby affirms the following in order to file or qualify JERRY AND AIDA MARTIN TRUST in the State of Florida.

1. Two or more persons are named in the Trust.
2. The principal address of the Trust is 508 West Central Blvd., Orlando, Florida 32801.
3. The registered agent and registered office in the State of Florida is Kurt Forrest Brewer, P.A., Capital Plaza at Lake Eola, 301 East Pine Street, Suite 150, Orlando, Florida, 32801.
4. Acceptance by the registered agent is evidenced on Exhibit "A" attached hereto and made a part hereof.
5. I certify that the attached Exhibit "B" is a true and correct copy of the Declaration of Trust under which the Trust proposes to conduct its business in Florida.



AIDA R. MARTIN
Chairman of the Board of Trustees


STATE OF FLORIDA
COUNTY OF ORANGE

SWORN TO AND SUBSCRIBED before me this 31st day of January, 2002 by
Aida R. Martin who is personally known to me.

(NOTARY SEAL)



Kurt Forrest Brewer
MY COMMISSION # CC810768 EXPIRES
February 21, 2003
BONDED THRU TROY FAIN INSURANCE, INC.



(Notary Signature)
Kurt Forrest Brewer

(Notary Name Printed)
NOTARY PUBLIC
Commission No. CC810768

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Exhibit B

**JERRY AND AIDA MARTIN TRUST
DECLARATION OF TRUST**

DECLARATION OF TRUST made as of the 29th day of January, 2002, by Jerry Martin and Aida R. Martin, (together with their associates and successors as the "Trustees" hereunder)

WITNESSETH:

WHEREAS, simultaneously with the execution hereof, there has been deeded to the Trustees that certain real property (the "Property") to be held upon the trusts of this Declaration, for which the Trustees have agreed to issue all 100 of the shares (the "Shares") of this trust (the "Trust"); and

WHEREAS, cash, securities and other property, whether real, personal or mixed, of any kind or character whatsoever, may be hereafter transferred to or acquired by the Trustees to be held upon the trusts of this Declaration; and

WHEREAS, the Trustees have agreed to manage all property acquired by them as Trustees of this Florida business trust in accordance with the provisions of Chapter 609 of the Florida Statutes, the laws of the State of Florida and as hereinafter set forth.

NOW, THEREFORE, this Declaration witnesseth, and it is hereby agreed and declared that the Trustees shall hold the Property and any other property and assets of every kind and nature, both tangible and intangible, at any time acquired or received by them as Trustees hereunder, including all choses in action and all rights, powers and privileges arising out of or in connection with the property or the business of this Trust, together with the income therefrom and the proceeds thereof--all of the foregoing while so held (the "Trust Estate") -- in trust in the manner and with and subject to the powers and provisions described in this Declaration concerning the same, for the benefit of the holders of the Shares (the "Shareholders"), according to their respective interests.

ARTICLE I. TRUSTEES; NAME; PRINCIPAL OFFICE; PURPOSE

The term "Trustees" shall mean the initial trustees, Jerry Martin and Aida R. Martin, and all other persons who may serve as a trustee hereunder. The Trust shall be known as the "Jerry and Aida Martin Trust" and the Trustees shall conduct the business of the Trust under that name or any other name as they may determine. The principal office of the Trust is located at 508 West Central Blvd., Orlando, Florida, 32801. The purpose of the Trust is to engage in any lawful act or activity for which business trusts may be formed under the laws of the State of Florida.

ARTICLE II. BENEFICIARIES – SHARES

The beneficial interest in the net profits and proceeds of this Trust shall be represented by a certificate or certificates for one hundred (100) equal Shares of (\$.01) par value, which shall be

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issued by the Trustees and delivered by them to the person or persons, corporation or corporations by whom the real estate and personal property more particularly described in Exhibit "A" attached hereto are conveyed to the Trustees, delivering to each of such persons Shares bearing the same proportion to the total amount of the Shares to be issued as above stated, as the interest of said person in said real or personal property bears to the total value of the same. The Trustees shall also have the power to issue certificates for additional Shares herein if they are authorized to do so by a vote of a majority of the Shareholders as hereinafter provided but not otherwise.

The holder or owners of trust certificates shall have no title, right of possession, management or control of the Trust Estate, except as provided in this Declaration. No widower, widow, heir or devisee of any person who may be a beneficiary or Shareholder hereunder shall have any right of dower, homestead, inheritance, or partition, or any other right, statutory or otherwise, in any property whatsoever forming a part of the Trust Estate, but the whole title, both legal and equitable, to all the real and personal property of the Trust shall be vested in the Trustees, and the sole interest of each beneficiary or Shareholder shall be in the obligation of the Trustees to hold, manage, and dispose of said property, and to account for the proceeds as herein provided, and the interests of all holders of certificates are declared and agreed to be personal property, and upon the death or dissolution of any such individual holder, his/her/its interest shall pass to his/her/its personal representatives, and the death or dissolution of any individual Shareholder shall in no wise terminate or affect the validity of this instrument, or operate as a termination of this trust. Any Trustee hereunder may be a Shareholder.

ARTICLE III. POWERS AND DUTIES OF TRUSTEE

The Trustees shall have the exclusive management and control of the lands, buildings, and other properties conveyed to them as Trustee and constituting the Trust Estate at any time, and they shall have the power to conduct and carry on such business enterprises, incidental to and in connection with the properties constituting the Trust Estate as shall seem desirable to the Trustees. The Trustees shall have the entire title to and the absolute and exclusive management, control and disposition of all property at any time included in the Trust Estate, and in dealing with the Trust Estate and in conducting the business in connection therewith the Trustees shall have in addition to the powers herein granted, the powers ordinarily vested in directors of a corporation. The Trustees shall collect all the income, rents and profits of the Trust Estate or of any part thereof, and shall, out of said income, rents and profits, and out of the Trust Estate, if necessary, pay all indebtedness of the Trust Estate and all interest on borrowed money, taxes, assessments and public charges of every kind and nature whatsoever thereon, and shall also pay any and all such costs, charges and expenses connected with or growing out of the execution of this Trust as in the exercise of their discretion they may deem necessary or proper. In taking title to the premises described in Exhibit "A" or to any other property hereafter transferred to them, the Trustees shall be authorized to take title thereto and hold the same in the name or names of one or more persons or corporations on behalf of the Trustees and nominated by the Trustees.

ARTICLE IV. POWERS AS TO REAL ESTATE

The Trustees shall have full power and authority to lease any premises at any time constituting a part of the Trust Estate, or any part thereof, including the buildings now or hereafter erected thereon, for such rents and upon such terms, which may extend beyond the term of this trust, as they shall see fit, to tear down, alter, reconstruct, rebuild or remodel any buildings or other improvements now or hereafter erected upon said premises, or to erect new buildings or other improvements thereon, and to lease for a long or short term, and to purchase and take title to other real or personal property, and in the event of such leasing or purchasing of such additional property the Trustees shall hold the same in accordance with and subject to the provisions of this Declaration and shall have with respect to said property all of the powers herein granted and reserved to the Trustees with respect to the property described in Exhibit "A", and for the purpose of obtaining money to accomplish said tearing down, altering, reconstructing, rebuilding or remodeling or erecting, or to purchase and take title, or for the purpose of paying any indebtedness or incumbrances now or hereafter existing upon the trust property or any part thereof, and for the purpose of accomplishing any of the other business of this trust, the Trustees shall have the power to borrow such sums of money as they may deem best and to secure the repayment of the same by mortgage or trust deed or by pledge or hypothecation of any property belonging to the Trust Estate, which power shall include the power to renew the loan or loans so secured.

ARTICLE V. PARTIES DEALING WITH TRUSTEE

No purchaser, mortgagee, lessee or lender shall be responsible for the application of money paid or loaned to the Trustees nor be required to inquire with respect to the authority of the Trustees to execute any deed, note, lease, mortgage or other conveyance of said trust property, or any part thereof.

ARTICLE VI. POWER TO SELL

The Trustees shall have full power and authority at any time or times to sell the Trust Estate, or any part thereof, or any property hereafter acquired by them, either at public or private sale, for cash or on credit and upon such other terms and conditions as to the Trustees may deem best. The Trustees, in their sole discretion, shall also have the authority to merge the Trust with and into another business entity such as a corporation, limited liability company or limited partnership.

ARTICLE VII. POWER TO INSURE

The Trustees shall have full power and authority to insure and keep the improvements on any of the trust property insured against fire, breakage, and all other casualties, and themselves as Trustees, and the Trust Estate, against accidents, in such insurance companies and in such amounts as the Trustees may determine and to pay the premiums therefor; to employ and fix the compensation of and pay out of the Trust Estate all such agents and attorneys as they may deem advisable to employ in connection with the execution of the Trust Estate hereby created; to do all

such acts, execute all such instruments and papers and expend all such moneys as in their discretion they may deem necessary or advisable in executing the terms, provisions and stipulations of this Declaration; to settle, adjust or compromise any claim or demand of any kind that may be brought or made against or by the Trustees hereunder, and also to incur and pay out of the Trust Estate all such other expenses of every kind and description whatsoever, as in the discretion of the Trustees shall be deemed necessary or advisable in the proper execution of the Trust Estate hereby created.

ARTICLE VIII. NO PERSONAL LIABILITY

Neither the Trustees nor any beneficiary or Shareholder hereunder shall ever be personally liable for any money borrowed or for any debt or liability on account of any mortgage, contract or other instrument executed by the Trustees, or on account of any act done by any Trustee in the exercise of any of the powers hereby conferred upon him or in pursuance of any of the provisions of this instrument, and all persons dealing with the Trustees hereunder shall look only to the property of the Trust 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 Estate, shall in substance so provide.

ARTICLE IX. DISTRIBUTIONS

The Trustees shall annually, or more often in their discretion, cause the net proceeds of the Trust Estate not required for other purposes under this Trust, to be distributed and paid to the Shareholders hereunder in proportion to their respective interests, as evidenced by said certificates, provided, however, that the Trustees may set aside before paying any dividend out of the Trust Estate, whatever sum they may see fit as a sinking or contingent fund to be applied to repaying any indebtedness of the Trust Estate or loans made by the Trustees whether unsecured or secured by mortgage on the trust property or otherwise, to make repairs to and alterations on any of the trust property and to meet extraordinary expenses; they may invest and reinvest said funds and any money they may have on hand at any time in any securities they deem fit. The Trustees' decision as to what constitutes net income shall be conclusive and binding upon all parties interested in the Trust Estate.

ARTICLE X. COMPENSATION

The Trustees shall receive a reasonable compensation for their services as Trustees, but such compensation shall not exceed an amount which shall be approved by the affirmative vote of the registered holders of at least four-fifths of the Shares of this Trust.

ARTICLE XI. MEETINGS

The Trustees may call meetings of Shareholders at any time, and shall do so upon the written request of any Shareholder. Notices of meetings shall be given at least five (5) days beforehand by mail and every such notice shall state the purpose of the meeting called. Such

notices shall be binding upon each Shareholder if mailed postage prepaid to the address last given by him/her/it to the Trustees, or in default thereof, to his/her/its last known place of business or abode. Notices shall be deemed to be given at the time that they are mailed as above stated. Any notice to, or consent or act by, any Shareholder provided for in this instrument, may, in the case of any Shareholder provided for in this instrument, may, in the case of any holder who is an infant, or a person of unsound mind or subject to the guardianship of any person as regards the charge or management of his or her property, be given to or executed by his or her guardian, or the person having charge of the management of his or her property, and when so given, executed or performed, shall have the same force and effect in all respects as if the said beneficiary were of full age and sound mind and not subject to guardianship or control of any other person and as if the same had been given to or executed or performed by him or her personally.

Any action which may be taken at a meeting of the Trustees or the Shareholders may be taken without a meeting, without prior notice, and without a vote if the action is taken by the majority of Trustees or Shareholders entitled to vote. To be effective, the action must be evidenced by one (1) or more written consents describing the action taken, dated, and signed by approving Trustees and Shareholders entitled to vote having the requisite number of votes, and must be inserted in the books in which proceedings of meetings of the Trustees and Shareholders are recorded.

ARTICLE XII. RESIGNATION

Any Trustee hereunder may resign by a written instrument executed and acknowledged in the manner in which deeds of real estate may at the time be executed and acknowledged under the laws of the State of Florida, and delivered to the remaining Trustees.

ARTICLE XIII. VACANCY OR REMOVAL OF TRUSTEE

If at any time any Trustee hereunder shall die, resign or be incapacitated, or shall refuse or fail to act as such Trustee, or be removed by the Shareholders as hereinafter provided, the Trust hereby created shall not lapse, fail or determine, but the remaining Trustees shall until the vacancy is filled as hereinafter provided, continue to discharge all of the duties and to exercise all of the powers and discretion by the terms of this instrument imposed and conferred upon and allowed to the Trustees herein, precisely as if such remaining Trustees were the only Trustees named herein. Any Trustee hereunder may at any time be removed from office by an instrument in writing signed by the registered holders of at least three-fifths of the total number of the Shares of the Trust declaring said Trustee to be so removed. Said instrument, and a signed copy thereof, shall be delivered to each Trustee or deposited in any United States post office or mail box, postage prepaid, directed to such Trustee at his last registered address; and it shall be the duty of the remaining Trustees to see that an address of each Trustee and of each Shareholder to which notices may be mailed, shall be at all times entered in their register.

ARTICLE XIV. SUCCESSOR TRUSTEE

Any vacancy in the office of Trustee hereunder caused by death, resignation, incapacity, refusal or failure to act, removal or otherwise, may be filled by the registered holders of at least three-fifths of the total number of the Shares of this Trust by an instrument in writing signed by them, naming a successor in trust, which instrument, or a signed copy thereof, shall be delivered or mailed to the other Trustees in the same manner as is above provided with respect to an instrument removing a Trustee from office. Removal of a Trustee and the appointment of a successor may be embodied in one and the same instrument. Until such a vacancy is filled, the legal title to the property constituting the Trust Estate shall be vested in the remaining Trustees.

ARTICLE XV. RECORDING

Whenever a Trustee has resigned and whenever a vacancy in the office of Trustee has been filled by the appointment of a successor in trust as stated above, it shall be the duty of the remaining Trustees to file forthwith for recording in the office provided for recording instruments conveying real estate in any jurisdiction in which there may be situated real estate belonging to the trust, such resignation and certificate in writing duly signed, sealed and acknowledged by said remaining Trustees and verified by their oath and endorsed with or accompanied by the written acceptance of such appointment, duly signed, sealed and acknowledged by such successor, containing a copy of said instrument of appointment, except the signatures thereto, and stating that said instrument was duly signed by the registered holders of at least three-fifths of the total number of the Shares of the Trust. Every such resignation and every such certificate and endorsement, when so made and filed for record shall operate to divest the former Trustee and his heirs and legal representatives of any and all estate, interest and title in and to all of the Trust Estate and shall vest the said Trust Estate in such successor as joint tenant with the remaining Trustees, to all intents and purposes as if such successor were an original Trustee hereunder, and no formal conveyance shall be necessary so as to divest and vest the Trust Estate. All powers hereunder may be exercised, and all debts, mortgages, trust deeds, leases, contracts and other instruments may be executed by either one of the Trustees duly qualified and holding office at the time of the execution of such instrument and the act of such Trustee in that behalf shall be equivalent in legal effect to the acts of all the Trustees acting together. No Trustee shall be responsible personally except for his own acts, or for anything except for a willful breach of trust, nor shall any Trustee be required to give bond.

ARTICLE XVI. TERMINATION

This Trust shall terminate at the expiration of 20 years from the date hereof, provided, however, that the term of this Trust may be terminated at any time before the date above fixed by the registered holders of at least three-fifths of the total number of Shares by an instrument in writing signed, sealed and acknowledged by them directed to the Trustees and declaring said Trust terminated. Upon the termination of this Trust by lapse of time or otherwise, it shall be the duty of the Trustees to file in the office provided for recording instruments conveying real estate, in any jurisdiction in which real estate belonging to the Trust may be located, a certificate signed,

sealed, and acknowledged by the Trustees, and verified by their oath, certifying the termination and the cause thereof.

ARTICLE XVII. SALE

Upon the termination of this Trust as provided above, all of the then undisposed of lands and properties held by the Trustees may be apportioned among or conveyed in undivided parts to the then beneficiaries or Shareholders as may be determined by agreement, or in default of such agreement, all of said undisposed of lands and properties shall be sold as a whole or in parts by the Trustees hereunder, at public or private sale or sales, and upon such sale or sales being made, the Trustees shall have the power to convey to any purchaser or purchasers the said lands and properties, or any part or parts thereof so purchased, and the net proceeds of such sale or sales, less the expenses thereof, shall be divided and prorated among the then beneficiaries hereunder according to their respective interests, it being understood that in all cases under this instrument, the parties interested in the earnings, and proceeds of this Trust and the extent of their respective interests hereunder shall be determined by the records of this Trust or documents pertaining thereto in the hands of the Trustees, and the Trustees are hereby expressly authorized in all cases to deal with such persons and interests accordingly.

ARTICLE XVIII. AMENDMENT

This instrument may be amended by an instrument in writing signed and acknowledged by the registered holders of not less than three-fifths of the total number of the Shares of this Trust and a certificate thereof signed and acknowledged by the Trustees containing a copy of said instrument, except the signatures thereto, and stating that it was signed by the registered holders of at least three-fifths of the total number of said Shares, and may be filed in the office provided for the recording of instruments conveying real estate in any jurisdiction in which real estate belonging to the Trust may be located. Any certificate authorized or required under the provisions of this instrument to be executed by the Trustees and so executed and recorded in the office provided for the recording of instruments conveying real estate, in any jurisdiction in which there may be real estate belonging to the trust, and pursuant to and in compliance with any of the provisions of this instrument, shall be prima facie evidence of the matters therein set forth and shall dispense with the necessity of further inquiry by any person dealing with the Trustees with respect to matters therein set forth.

ARTICLE XIX. GOVERNING LAW

This Declaration is created under and is to be governed by and construed and administered according to the laws of the State of Florida, as the same may be amended from time to time, to which reference is made with the intention that matters not specifically covered herein or under Chapter 609 of the Florida Statutes, or as to which an ambiguity may exist thereunder, shall be resolved as if the Trust were a Florida corporation organized under Chapter 607 of the Florida Statutes.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his/her hand for himself/herself and his/her assigns, as of the day and year first above written.


JERRY MARTIN, Trustee


AIDA R. MARTIN, Trustee

Exhibit A

REGISTERED AGENT CERTIFICATE FOR DECLARATION OF TRUST

Pursuant to Section 609 of the Florida Statutes, the following is submitted, in compliance with the statutes:

That the JERRY AND AIDA MARTIN TRUST, desiring to be qualified under the laws of the State of Florida, and to establish a registered office as required for declarations of trust that are filed with the Florida Secretary of State, has named KURT FORREST BREWER, P.A., located at 301 East Pine Street, Capital Plaza at Lake Eola, Suite 150, in the City of Orlando, County of Orange, as its registered agent to accept service of process and perform such other duties as are required in the State of Florida.

ACKNOWLEDGMENT:

Having been named to accept service of process and serve as registered agent for the above-stated trust at the place designated in this Certificate, the undersigned, by and through its duly elected officer, hereby accepts to act in this capacity, and agrees to comply with the provision of the statute relative in keeping open the office, and further states that I am familiar with Section 609, Florida Statutes.

KURT FORREST BREWER, P.A.

By: 
Kurt Forrest Brewer, President

DATED: January 31, 2002

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