

DO30000000020

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

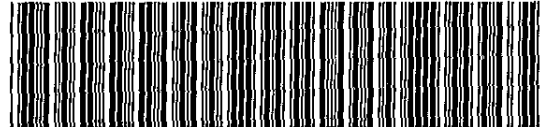
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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09/16/03--01001--017 **350.00

FILED
03 SEP 16 AM 11:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
03 SEP 16 AM 11:17
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

003-26440

CT CORPORATION

October 6, 2003

Secretary of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 5932726 SO
Customer Reference 1:
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

CPCC Delaware Statutory Trust (DE)
Qualification
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,



Brigham Weir
Fulfillment Specialist
Brigham_Weir@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

RECEIVED
03 OCT -6 AM 11:08
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

September 16, 2003

CT CORPORATION

SUBJECT: CPCC DELAWARE STATUTORY TRUST
Ref. Number: W03000026440

We have received your document for CPCC DELAWARE STATUTORY TRUST and your check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

In order to file a trust we need a copy of the original trust.

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) 245-6930.

Donna Graves
Document Specialist
New Filings Section

Letter Number: 403A00051291

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

CPCC DELAWARE STATUTORY TRUST

A STATUTORY 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 CPCC DELAWARE STATUTORY TRUST, a
(Name of Trust)

DELAWARE Trust hereby affirms in order to file or qualify
(State)
CPCC DELAWARE STATUTORY TRUST, in the State of Florida.
(Name of Trust)

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

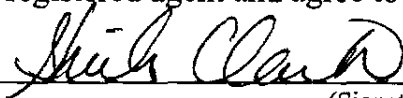
2. The principal address is Attn: Michael McCarthy
500 Stanton Christiana Road, 30PS4
Newark, Delaware 19713

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

1200 South Pine Island Road, Plantation, FL 33324

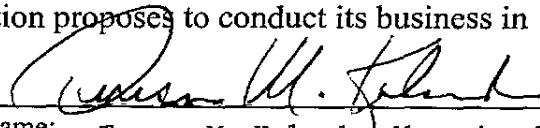
4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity **SHEILA CLARK**

Assistant Secretary



(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: Teresa M. Kolenda, Managing Trustee
~~Chairman of the Board of Trustees~~

NOTARY

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

CR2E063(3/00)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

03 SEP 16 AM 11:24

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03 SEP 16 AM 11:24

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

CPCC DELAWARE STATUTORY TRUST

A STATUTORY 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 CPCC DELAWARE STATUTORY TRUST, a
(Name of Trust)

DELAWARE Trust hereby affirms in order to file or qualify
(State)
CPCC DELAWARE STATUTORY TRUST, in the State of Florida.
(Name of Trust)

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

2. The principal address is Attn: Michael McCarthy
500 Stanton Christiana Road, 30PS4
Newark, Delaware 19713

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

1200 South Pine Island Road, Plantation, FL 33324

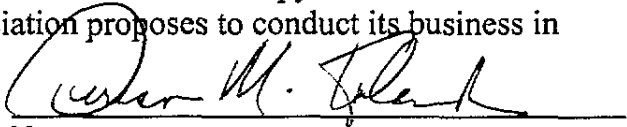
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at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.

SHEILA CLARK
Assistant Secretary



(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: Teresa M. Kolenda, Managing Trustee
~~Chairman of the Board of Trustees~~

NOTARY

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

Delaware

The First State

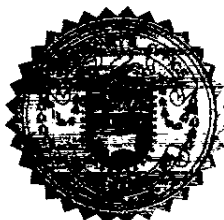
PAGE 1
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03 SEP 16 AM 11:24

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CPCC DELAWARE STATUTORY TRUST" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF SEPTEMBER, A.D. 2003.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



3663904 8300

030593242

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2634144

DATE: 09-15-03

Delaware

The First State

PAGE

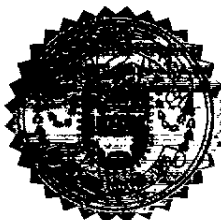
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

03 SEP 16 AM 11:24

FILED

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "CPCC DELAWARE STATUTORY TRUST", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF MAY, A.D. 2003, AT 3:41 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3663904 8100

AUTHENTICATION: 2671451

030639646

DATE: 10-03-03

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:00 PM 05/29/2003
FILED 03:41 PM 05/29/2003
SRV 030353334 - 3663904 FILE

FILED

03 SEP 16 AM 11:27

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE of DELAWARE CERTIFICATE of TRUST

This Certificate of Trust is filed in accordance with the provisions of the Delaware Statutory Trust Act (12 Del. C. Section 3801 et seq.) and sets forth the following:

- First: The name of the trust is CPCC Delaware Statutory Trust
- Second: The name and address of the trustee or the Registered Agent is (meeting the requirements of subsection 3807) The Corporation Trust Company
1209 Orange Street, Wilmington, DE 19801
- Third: (Use this paragraph only if the company is to have a specific effective date.)
"This Certificate shall be effective upon filing"
- Fourth: (Insert any other information the trustees determine to include therein.)

BY: 

Trustee(s)

NAME: Thomas C. Wilson

(Type or Print)

CPCC DELAWARE STATUTORY TRUST

FILED

DECLARATION OF TRUST

03 SEP 16 AM 11:24

THIS DECLARATION OF TRUST (this "Declaration of Trust") is made and entered into as of May 30, 2003, by the undersigned Trustees.

CLERK OF SUPERIOR COURT
TALLAHASSEE, FLORIDA

WHEREAS, the Trustees (as hereinafter defined) desire to form a trust in accordance with applicable provisions of the Delaware Statutory Trust Act, 12 Del. C. § 3801 et seq., as amended (the "Trust Act").

NOW, THEREFORE, the Trustees hereby declare that they will hold in trust all property contributed to or otherwise owned or held by or on behalf of the Trust, together with the proceeds thereof, and manage the Trust Property (as hereinafter defined) for the benefit of the Holders as provided by this Declaration of Trust.

ARTICLE I.

THE TRUST; DEFINITIONS

SECTION 1.1 *Name.*

(a) The name of the Trust is "CPCC Delaware Statutory Trust." To the extent practicable, the Trustees shall conduct the Trust's activities, execute all documents and cause the Trust to sue or be sued under the foregoing name, which name (and the word "Trust" wherever used in this Declaration of Trust, except where the context otherwise requires) shall refer to the statutory trust created hereby, or the Trustees acting on behalf of the Trust as trustees, and not individually, and shall not refer to the officers, agents, employees or Holders.

(b) Under circumstances in which the Managing Trustees determine that the use of the name "CPCC Delaware Statutory Trust" is not practicable or desirable, they may change the name and use any other designation or name for the Trust.

SECTION 1.2 *Business Offices.* The principal office of the Trust, and such additional offices as the Managing Trustees may determine to establish, shall be located at such place or places inside or outside the State of Delaware as the Managing Trustees may designate from time to time.

SECTION 1.3 *Nature of Trust.* The Trust is a statutory trust within the meaning of the Trust Act. The Trustees shall execute and file a Certificate of Trust pursuant to Section 3810 of the Trust Act in the form of Exhibit A attached hereto.

SECTION 1.4 *Purposes and Powers.* The purposes of the Trust shall be, as determined from time to time by the Managing Trustees, to engage in any lawful business or activity for which a statutory trust may be organized under the Trust Act.

SECTION 1.5 *Definitions.* As used in this Declaration of Trust the following terms shall have the following meanings unless the context otherwise requires:

"*Affiliate*" or "*Affiliated*" means, as to any corporation, partnership, trust or other association (other than the Trust), any Person (i) that holds beneficially, directly or indirectly, five percent (5%) or more of the outstanding shares or equity interests thereof, (ii) who is an officer, director, partner or trustee thereof or of any Person that controls, is controlled by, or under common control with, such corporation, partnership, trust or other association, or (iii) that controls, is controlled by, or under common control with, such corporation, partnership, trust or other association.

"*Conflicting Provisions*" has the meaning ascribed to such term in Section 10.4(a) hereof.

"*Holder*" means any owner of a beneficial interest in the Trust, the fact of ownership to be determined and evidenced (whether by means of registration, the issuance of certificates or other wise) by the Managing Trustees.

"*Managing Trustees*" or "*Board of Trustees*" means, collectively, the individuals named in Section 2.1(b) hereof so long as they continue in office, and all other individuals who have been duly elected and qualify as trustees of the Trust hereunder, but shall not include the Resident Trustee. Reference herein to the Managing Trustees shall refer to the individuals serving as Managing Trustees in their capacity as trustees hereunder.

"*Person*" means an individual, corporation, partnership, estate, trust, association, private foundation within the meaning of Section 509(a) of the Code, joint shares company or other entity, or any government or agency or political subdivision thereof, and also includes a group as that term is used for purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

"*Resident Trustee*" means Chase Manhattan Bank USA, National Association, a national banking association, not in its individual capacity but solely as a trustee hereunder, and any successor thereto appointed pursuant to Section 2.3 or Section 3.2(1) hereof.

"*Securities*" means Shares, any stock, shares or other evidences of equity or beneficial or other interests, voting trust certificates, bonds, debentures, notes or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in, temporary or interim certificates for, receipts for, guarantees of, warrants, options or rights to subscribe to, purchase or acquire, any of the foregoing.

"*Trustees*" means any or all of the Managing Trustees and the Resident Trustee.

"*Trust Property*" means any and all property, real, personal or otherwise, tangible or intangible, that is transferred or conveyed to the Trust or the Trustees (including all rents, income, profits and gains there from), and that is owned or held by, or for the account of, the Trust or the Trustees.

ARTICLE II.

TRUSTEES; LEGAL TITLE

SECTION 2.1 *Managing Trustees*

(a) Number. The number of Managing Trustees initially shall be four, which number may thereafter be increased or decreased by the Managing Trustees then in office from time to time.

(b) Initial Board of Trustees; Term. The names of the Managing Trustees who shall serve on the initial Board of Trustees are:

John Barten
Robin Doyle
Thomas C. Wilson
Teresa M. Kolenda

Each Managing Trustee shall hold office until his or her successor is duly elected and qualified.

SECTION 2.2 *Resignation, Removal or Death of a Managing Trustee.* Any Managing Trustee may resign by written notice to the remaining Managing Trustees, effective upon execution and delivery to the Trust of such written notice or upon any future date specified in the notice; provided, however, that if a Managing Trustee is the sole Managing Trustee, such resignation shall not become effective unless and until a successor Managing Trustee or Managing Trustees shall have been appointed by the Holders. If the Holders do not act to appoint a successor Managing Trustee or Managing Trustees within sixty (60) days after delivery of the notice of resignation to the Trust, the sole Managing Trustee may apply to the Court of Chancery of the State of Delaware for the appointment of a successor Managing Trustee. A Managing Trustee may be removed by the Holders. Upon the resignation or removal of any Managing Trustee, or his or her otherwise ceasing to be a Managing Trustee, such Managing Trustee shall automatically cease to have any right, title or interest in and to the Trust Property held in such Managing Trustee's name, which property shall automatically vest in the remaining or successor Managing Trustees; provided, however, that any Managing Trustee ceasing to be such shall account to the remaining or successor Managing Trustees as they require for all property that such Managing Trustee formerly held as Managing Trustee.

SECTION 2.3 *Resident Trustee.*

(a) Initial Resident Trustee; Term. Chase Manhattan Bank USA, National Association shall be the initial Resident Trustee, and it shall serve until such time as a successor is appointed by the Managing Trustees in accordance with the terms of Section 3.2(1) hereof. Notwithstanding the foregoing, the Resident Trustee may resign at any time upon the giving of at least sixty (60) days advance written notice to the Trust; provided, however, that such resignation shall not become effective unless and until a successor Resident Trustee shall have been appointed by the Managing Trustees. If the Managing Trustees do not act within such sixty (60)

day period, the Resident Trustee may apply to the Court of Chancery of the State of Delaware for the appointment of a successor Resident Trustee.

(b) Powers. The Resident Trustee shall constitute the Trustee required pursuant to Section 3807(a) of the Trust Act and shall have only the rights, obligations and liabilities specifically provided for herein and in the Trust Act and shall have no implied rights, obligations and liabilities with respect to the affairs of the Trust. Notwithstanding any other provision contained herein, unless specifically directed by the Managing Trustees and consented to by the Resident Trustee, the Resident Trustee shall not participate in any decisions relating to, or possess any authority independently to manage or control, the business of the Trust. In no event shall the Resident Trustee have any liability for the acts or omissions of the Managing Trustees. The Resident Trustee shall have the power and authority to (i) accept service of process on the Trust in the State of Delaware and (ii) execute, deliver, acknowledge and file all necessary documents to form and to maintain the Trust as required by the Trust Act. The Resident Trustee shall provide prompt notice to the Managing Trustees of its performance of any of the foregoing. The Managing Trustees shall reasonably keep the Resident Trustee informed of any actions taken by the Managing Trustees with respect to the Trust that affect the rights, obligations or liabilities of the Resident Trustee hereunder or under the Trust Act.

(c) Compensation and Expenses of Resident Trustee. The Resident Trustee shall be entitled to receive from the Trust reasonable compensation for its services hereunder, as shall be agreed to from time to time by the Trust and the Resident Trustee, and the Resident Trustee shall be entitled to be reimbursed by the Trust for reasonable out-of-pocket expenses incurred by the Resident Trustee in the performance of its duties hereunder.

SECTION 2.4 *Legal Title.* Legal title to all Trust Property shall be vested in the Trust, except that the Managing Trustees may cause legal title to any Trust Property to be held by or in the name of any Managing Trustee or any other Person as nominee. The right, title and interest of the Managing Trustees in and to the Trust Property shall automatically vest in successor and additional Managing Trustees upon their qualification and acceptance of election or appointment as Managing Trustees, and they shall thereupon have all the rights and obligations of Managing Trustees, whether or not conveyancing documents have been executed and delivered pursuant to Section 2.2 hereof or otherwise. Written evidence of the qualification and acceptance of election or appointment of successor and additional Managing Trustees may be filed with the records of the Trust and in such other offices, agencies or places as the Managing Trustees may deem necessary or desirable. No Holder shall be deemed to have a severable ownership interest in any individual asset of the Trust or any right of partition or possession thereof.

ARTICLE III.

MANAGING TRUSTEES

SECTION 3.1 *General.* Subject to the express limitations herein, (1) the business and affairs of the Trust shall be managed by or under the direction of the Managing Trustees, and (2) the Managing Trustees shall have full, exclusive and absolute power, control and authority over the Trust Property and over the business of the Trust. The Managing Trustees

may take any actions as in their sole judgment and discretion are necessary or desirable to conduct the business of the Trust. This Declaration of Trust shall be construed with a presumption in favor of the grant of power and authority to the Managing Trustees. Any construction of this Declaration of Trust or determination made in good faith by the Managing Trustees concerning their powers and authority hereunder shall be conclusive. The enumeration and definition of particular powers of the Managing Trustees included in this Article III shall in no way be limited or restricted by reference to or inference from the terms of this or any other provision of this Declaration of Trust or construed or deemed by inference or otherwise in any manner to exclude or limit the powers conferred upon the Managing Trustees under the general laws of the State of Delaware as now or hereafter in force.

SECTION 3.2 *Specific Powers and Authority.* Subject only to the express limitations herein, and in addition to all other powers and authority conferred by this Declaration of Trust or by law, the Managing Trustees, without any vote, action or consent by the Holders, shall have and may exercise, at any time or times, in the name of the Trust or on the Trust's behalf all actions and things and execute and deliver all instruments incident to the foregoing powers, and to exercise all powers that they deem necessary, useful or desirable to carry on the business of the Trust or to carry out the provisions of this Declaration of Trust, even if such powers are not specifically provided for herein. Notwithstanding any other provision herein, any Managing Trustee, acting alone, may execute and deliver on behalf of the Trust all agreements, contracts, licenses, leases, notes, bonds, documents or other instruments to which the Trust is authorized to execute and deliver and such execution and delivery will bind the Trust.

SECTION 3.3 *Meetings.*

(a) At any meeting of the Managing Trustees, a majority of the Managing Trustees then in office shall constitute a quorum. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

(b) When a quorum is present at any meeting, a majority of the Managing Trustees present may take any action.

(c) Any action required or permitted to be taken at any meeting of the Managing Trustees or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by a majority of the Managing Trustees or members of any such committee then in office, as the case may be, and such written consent is filed with the minutes of proceedings of the Managing Trustees or any such committee.

(d) The Managing Trustees or any committee designated by the Managing Trustees may participate in a meeting of the Managing Trustees or such committee by means of a conference telephone or similar communications equipment by means of which all individuals participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

ARTICLE IV.

INVESTMENT POLICIES

The Managing Trustees may from time to time establish by resolution policies to govern the investment and reinvestment of monies and other property held in the Trust estate. Any such investment policies may contain prohibitions or restrictions upon certain types of investments.

ARTICLE V.

BENEFICIAL INTERESTS

SECTION 5.1 *Initial Capital Contribution of Trust Assets.*

Chase Preferred Capital Corporation shall be the sole initial Holder of the Trust and hereby assigns, transfer, conveys and sets over to the Managing Trustees, as of the date hereof, the sum of \$1 in consideration for its beneficial interest. The Managing Trustees hereby acknowledges receipt in trust from the initial Holder, as of the date hereof, of the foregoing contribution, which shall constitute the initial Trust Property and shall be held by the Managing Trustees. The Holders, on a joint and several basis, shall pay organizational expenses of the Trust as they may arise or shall, upon the request of a Trustee, promptly reimburse such Trustee for any such expenses incurred by the Trustee.

SECTION 5.2 [RESERVED]

SECTION 5.3 *Dividends or Distributions.* The Managing Trustees may from time to time declare and pay to the Holders such dividends or distributions in cash, property or other assets of the Trust or from any other source as the Managing Trustees in their discretion shall determine. The receipt by any Person in whose name any beneficial interest is registered on the records of the Trust or by such Person's duly authorized agent shall be a sufficient discharge for all dividends or distributions payable or deliverable in respect of such beneficial interest and from all liability to see to the application thereof.

SECTION 5.4 *General Nature of Beneficial Interest.* All beneficial interest shall be personal property entitling the Holders only to those rights provided in this Declaration of Trust. The legal ownership of the Trust Property is vested exclusively in the Trust and the Managing Trustees (or other nominees) as herein provided, and the Holders shall have no interest therein other than the beneficial interest in the Trust and shall have no right to compel any partition, division, dividend or distribution of the Trust or any of the Trust Property. The death of a Holder shall not terminate the Trust or give such Holder's legal representative any rights against other Holders, the Trustees or the Trust Property. The Managing Trustees shall have exclusive and absolute control over the Trust Property and the conduct of the business of the Trust (with such powers of delegation as are permitted by this Declaration of Trust), and the Holders, by reason of their status as such, shall have no right to participate in or direct the management or control of the business of the Trust or to act for or bind the Trust or any Trustee

or otherwise to transact any business on behalf of the Trust, except that the Holders shall have the right to vote on the matters specifically provided for herein.

ARTICLE VI.

HOLDERS

SECTION 6.1 [RESERVED]

SECTION 6.2 *Voting Rights of Holders.*

(a) The Holders shall be entitled to vote only on the following matters: (a) election or removal of Managing Trustees as provided in Sections 6.1 and 2.2 hereof; (b) amendment of this Declaration of Trust as provided in Section 8.1 hereof; (c) termination of the Trust as provided in Section 9.2 hereof; (d) reorganization of the Trust as provided in Section 8.2 hereof; and (e) merger, consolidation or share exchange of the Trust, or the sale or disposition of substantially all of the Trust Property, as provided in Section 8.3 hereof. Except with respect to the foregoing matters, no action taken by the Holders shall in any way bind the Trustees or the Trust.

(b) A majority of the Holders shall be a quorum for the transaction of business at a Holders' meeting. Any lesser number, however, shall be sufficient for adjournment, and any adjourned session or sessions may be held within ninety (90) days after the date set for the original meeting without the necessity of further notice. Except where a larger vote is required by any provision of this Declaration of Trust, and subject to any applicable requirements of law, a majority of the beneficial interests voted shall decide any question.

(c) Any action required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing, setting forth such action, is signed by a majority of Holders (or such larger proportion thereof as shall be required by any express provision of this Declaration of Trust) and such consent is filed with the records of the Trust.

ARTICLE VII.

LIABILITY OF HOLDERS, TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS AND TRANSACTIONS BETWEEN THEM AND THE TRUST

SECTION 7.1 *Limitation of Holder Liability.* No Holder shall be liable for any debt, claim, demand, judgment or obligation of any kind of, against or with respect to the Trust by reason of its being a Holder, nor shall any Holder, by reason of its status as such, be subject to any personal liability whatsoever, in tort, contract or otherwise, to any Person in connection with the Trust Property or the affairs of the Trust.

SECTION 7.2 *Limitation of Trustee Liability.* A Trustee, when acting in such capacity, shall not be personally liable to any person other than the Trust or a Holder for any act, omission or obligation of the Trust or any Trustee. To the maximum extent that Delaware law in effect from time to time permits limitation of the liability of trustees of a statutory trust, no

Trustee shall be liable to the Trust or to any Holder for monetary damages for breach of any duty (including, without limitation, fiduciary duty) as a Trustee, except (i) for acts or omissions of such Trustee that involve actual fraud or willful misconduct. Neither the amendment nor repeal of this Section 7.2 nor the adoption or amendment of any other provision of this Declaration of Trust inconsistent with this Section 7.2 shall apply to or affect in any respect the applicability of the immediately preceding sentence with respect to any act or failure to act that occurred prior to such amendment, repeal or adoption.

SECTION 7.3 *Express Exculpatory Clauses in Instruments.* Neither the Holders nor the Trustees, officers, employees or agents of the Trust shall be liable under any written instrument creating an obligation of the Trust, and all Persons shall look solely to the Trust Property for the payment of any claim under or for the performance of that instrument. All such written instruments shall contain an express exculpatory clause to the foregoing effect. The omission of the foregoing exculpatory language from any instrument shall not affect the validity or enforceability of such instrument and shall not render any Holder, Trustee, officer, employee or agent of the Trust liable hereunder to any third party, nor shall any Trustee, officer, employee or agent of the Trust be liable to anyone for such omission.

SECTION 7.4 *Indemnification.*

(a) The Trust and the Holders (on a joint and several basis) shall indemnify and hold harmless each Trustee and officer (and the Trust may, if the Managing Trustees so determines, indemnify the employees and agents) of the Trust (including any persons who, while a Trustee or officer of the Trust, is or was serving at the request of the Trust as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, other enterprise or employee benefit plan) to the maximum extent permitted by law, except to the extent that the indemnitee is found liable for an act or omission involving actual fraud or willful misconduct. The Trust shall, upon request by the concerned Trustee or officer, assume the defense of any claim made against such Trustee or officer and shall satisfy any judgment thereon from the assets of the Trust.

(b) In the event any Holder or former Holder shall be held to be personally liable for any obligation of the Trust solely by reason of its being or having been a Holder and not because of its acts or omissions or some other reason, the Holder or former Holder (or its legal representatives or successors) shall be entitled to be indemnified and held harmless out of Trust assets against all loss and expenses arising from such liability. The Trust shall, upon request by the concerned Holder, assume the defense of any claim made against the Holder for any act or obligation of the Trust and shall satisfy any judgment thereon from the assets of the Trust.

SECTION 7.5 *Transactions Between the Trust and its Trustees, Officers, Employees or Agents.* Subject to any express restrictions in this Declaration of Trust or adopted by the Managing Trustees by resolution, the Trust may enter into any contract or transaction of any kind (including, without limitation, for the purchase or sale of property or for any type of services, including those in connection with underwriting or the offer or sale of interests in the Trust) with any Person, including any Trustee, officer, employee or agent of the Trust or any

Person Affiliated with a Trustee, officer, employee or agent of the Trust, whether or not any of them has a financial interest in such transaction.

SECTION 7.6 Fiduciary Duties of Trustees.

(a) To the extent that, at law or in equity, any Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Trust, the Holders or to any other Person, a Trustee acting under this Declaration of Trust shall not be liable to the Trust, the Holders or to any other Person for its good faith reliance on the provisions of this Declaration of Trust. The provisions of this Declaration of Trust, to the extent that they restrict the duties and liabilities of the Trustees otherwise existing at law or in equity are agreed by the parties hereto to replace such other duties and liabilities of such Trustees.

(b) Unless otherwise expressly provided herein:

(i) whenever a conflict of interest exists or arises between any Trustee or any of its Affiliates, on the one hand, and the Trust or any Holder or any other Person, on the other hand; or

(ii) whenever this Declaration of Trust or any other agreement contemplated herein or therein provides that the Trustees shall act in a manner that is, or provides terms that are, fair and reasonable to the Trust, any Holder or any other Person,

the Trustees shall resolve such conflict of interest, take such action or provide such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the Trustees, the resolution, action or terms so made, taken or provided by the Trustees shall not constitute a breach of this Declaration of Trust or any other agreement contemplated herein or of any duty or obligation of the Trustees at law or in equity or otherwise.

(c) Notwithstanding any other provision of this Declaration of Trust or otherwise applicable law, whenever in this Declaration of Trust the Trustees are permitted or required to make a decision:

(i) in their "discretion" or under a grant of similar authority, the Trustees shall be entitled to consider such interests and factors as they desire, including their own interests, and, to the fullest extent permitted by applicable law, shall have no duty or obligation to give any consideration to any interest of or factors affecting the Trust, the Holders or any other Person; or

(ii) in its "good faith" or under another express standard, the Trustees shall act under such express standard and shall not be subject to any other or different standard.

(d) Any Trustee and any Affiliate of any Trustee may engage in or possess an interest in other profit-seeking or business ventures of any nature or description, independently or with others, whether or not such ventures are competitive with the Trust and the doctrine of

corporate opportunity, or any analogous doctrine, shall not apply to any Trustee. No Trustee who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Trust shall have any duty to communicate or offer such opportunity to the Trust, and such Trustee shall not be liable to the Trust or to the Holders for breach of any fiduciary or other duty by reason of the fact that such Trustee pursues or acquires for, or directs such opportunity to another Person or does not communicate such opportunity or information to the Trust. Neither the Trust nor any Holder shall have any rights or obligations by virtue of this Declaration of Trust or the trust relationship created hereby in or to such independent ventures or the income or profits or losses derived there from, and the pursuit of such ventures, even if competitive with the activities of the Trust, shall not be deemed wrongful or improper. Any Trustee may engage or be interested in any financial or other transaction with the Trust, the Holders or any Affiliate of the Trust or the Holders, or may act as depositary for, trustee or agent for, or act on any committee or body of holders of, securities or other obligations of the Trust or the Holders or their Affiliates.

ARTICLE VIII.

AMENDMENTS; REORGANIZATION; MERGER, ETC.

SECTION 8.1 *Amendments.*

The Managing Trustees may at any time amend this Declaration of Trust to reflect:

- (a) a change to effect or maintain the tax qualification of the Trust;
- (b) a change in the name of the Trust or the location of the principal place of business of the Trust;
- (c) a change that is (i) of an inconsequential nature and does not adversely affect the Holders in any material respect; (ii) necessary or desirable to cure any ambiguity, to correct or supplement any provision of this Declaration of Trust that would be inconsistent with any other provisions of this Declaration of Trust, or to make any other provision with respect to matters or questions arising under this Declaration of Trust that will not be inconsistent with the provisions of this Declaration of Trust; (iii) necessary or desirable to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal, state or local agency or contained in any federal, state or local law; or (iv) required or contemplated by this Declaration of Trust; or
- (d) any other amendments similar to the foregoing.

Other amendments to this Declaration of Trust require the affirmative vote of the holders of not less than two-thirds (2/3) of the beneficial interests. Notwithstanding the foregoing, no rights or powers afforded to the Resident Trustee hereunder shall be modified, and no additional obligation or duty shall be imposed on the Resident Trustee, without its prior written consent.

- (e) The Certificate of Trust shall be subject to amendment or other modification by the Managing Trustees in accordance with the provisions of the Trust Act.

SECTION 8.2 *Reorganization.* The Managing Trustees shall have the power to (a) convert into or cause the organization of a corporation, limited liability company, partnership, association, trust or other organization to take over the Trust Property and carry on the affairs of the Trust; (b) merge the Trust into, or sell, convey and transfer the Trust Property to, any such corporation, limited liability company, partnership, association, trust or organization in exchange for Securities thereof or beneficial interests therein, and the assumption by the transferee of the liabilities of the Trust; and (c) thereupon terminate the Trust and deliver such beneficial interest ratably among the Holders according to the respective rights held by them; provided that any such action shall have been approved by the affirmative vote of the holders of not less than two-thirds (2/3) of the beneficial interests.

SECTION 8.3 *Merger, Consolidation or Sale of Trust Property.* The Managing Trustees shall have the power to (a) merge the Trust into another entity, (b) merge another entity into the Trust, (c) consolidate the Trust with one or more other entities into a new entity, or (d) sell or otherwise dispose of all or substantially all of the Trust Property; provided that any such action shall have been approved by the affirmative vote of the holders of not less than two-thirds (2/3) of the beneficial interests. As provided in Section 3815(f) of the Trust Act (or any successor provision thereto), an agreement of merger or consolidation may (i) effect any amendment to this Declaration of Trust, or (ii) effect the adoption of a new governing instrument of the Trust if it is the surviving or resulting statutory trust in a merger or consolidation.

ARTICLE IX.

DURATION AND TERMINATION OF TRUST

SECTION 9.1 *Duration of Trust.* The Trust shall continue perpetually unless terminated pursuant to Section 9.2 hereof or pursuant to any applicable provision of the Trust Act.

SECTION 9.2 *Termination of Trust.*

(a) The Trust may be terminated by the affirmative vote of the holders of not less than two-thirds (2/3) of the beneficial interests. Upon the termination of the Trust:

(i) The Trust shall carry on no business except for the purpose of winding up its affairs.

(ii) The Managing Trustees shall proceed to wind up the affairs of the Trust and all of the powers of the Trustees under this Declaration of Trust shall continue, including the powers to fulfill or discharge the Trust's contracts, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Trust Property to one or more Persons at public or private sale for consideration that may consist in whole or in part of cash or other property of any kind, discharge or pay its liabilities and do all other acts appropriate to liquidate its business.

(b) After termination of the Trust, the liquidation of its business, and the distribution to the Holders as herein provided, a majority of the Managing Trustees shall execute and file with the Trust's records, the Secretary of State of the State of Delaware, and elsewhere as

the Managing Trustees determine to be necessary or appropriate, a certificate of cancellation and such other documents as may be required by law certifying that the Trust has been duly terminated, and the Trustees shall be discharged from all liabilities and duties hereunder, and the rights and interests of all Holders shall cease.

ARTICLE X

Miscellaneous

SECTION 10.1 *Governing Law.* THIS DECLARATION OF TRUST IS EXECUTED BY THE UNDERSIGNED TRUSTEES AND DELIVERED IN THE STATE OF DELAWARE WITH REFERENCE TO THE LAWS THEREOF, AND THE RIGHTS OF ALL PARTIES AND THE VALIDITY, CONSTRUCTION AND EFFECT OF EVERY PROVISION HEREOF SHALL BE SUBJECT TO AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THEREOF; PROVIDED, HOWEVER, THAT THE TRUSTEES AND HOLDERS INTEND THAT THE PROVISIONS HEREOF SHALL CONTROL OVER ANY CONTRARY OR LIMITING STATUTORY OR COMMON LAW OF THE STATE OF DELAWARE.

SECTION 10.2 *Reliance by Third Parties.* Any certificate shall be final and conclusive as to any Persons dealing with the Trust if executed by an individual who, according to the records of the Trust, appears to be the Managing Trustee of the Trust, and if certifying to (a) the number or identity of Trustees, officers of the Trust or Holders; (b) the due authorization of the execution of any document; (c) the action or vote taken, and the existence of a quorum, at a meeting of Trustees or Holders; (d) a copy of this Declaration of Trust as a true and complete copy as then in force; (e) an amendment to this Declaration of Trust; (f) the termination of the Trust; or (g) the existence of any fact or facts that relate to the affairs of the Trust. No purchaser, lender, transfer agent or other Person shall be bound to make any inquiry concerning the validity of any transaction purporting to be made on behalf of the Trust by the Trustees or by any officer, employee or agent of the Trust.

SECTION 10.3 [RESERVED]

SECTION 10.4 Provisions In Conflict with Law or Regulations.

(a) The provisions of this Declaration of Trust are severable, and if the Managing Trustees shall determine, with the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") are in conflict with the Trust Act or other applicable federal or state laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Declaration of Trust, even without any amendment of this Declaration of Trust pursuant to Section 8.1 hereof; provided, however, that such determination by the Managing Trustees shall not affect or impair any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted prior to such determination. No Managing Trustee shall be liable for making or failing to make such a determination.

(b) If any provision of this Declaration of Trust shall be held invalid or unenforceable in any jurisdiction, such holding shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Declaration of Trust in any jurisdiction.

SECTION 10.5 Construction. In this Declaration of Trust, unless the context otherwise requires, words used in the singular or in the plural include both the plural and singular, and words denoting any gender include all genders. The title and headings of different parts of this Declaration of Trust are inserted for convenience and shall not affect the meaning, construction or effect of this Declaration of Trust.

SECTION 10.6 Counterparts. This Declaration of Trust may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the under being all of the Trustees of the Trust, have duly executed this Declaration of Trust of the day and year first above written.

TRUSTEES
CHASE MANHATTAN BANK USA,
NATIONAL ASSOCIATION, as Resident Trustee

By: M. B. McCarthy
Name: Michael B. McCarthy
Title: Vice President

John Barren, as Managing Trustee

Robin Doyle, as Managing Trustee

Thomas C. Wilson, as Managing Trustee

Teresa M. Kolenda, as Managing Trustee

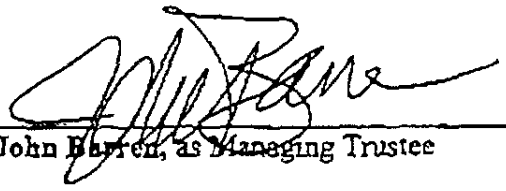
CHASE PREFERRED CAPITAL
CORPORATION, as sole beneficiary

By: _____
Name: Tajvinder S. Bindra
Title: President

IN WITNESS WHEREOF, the under being all of the Trustees of the Trust, have duly executed this Declaration of Trust of the day and year first above written.

TRUSTEES
CHASE MANHATTAN BANK USA,
NATIONAL ASSOCIATION, as Resident Trustee

By: _____
Name: _____
Title: _____



John Warren, as Managing Trustee

Robin Doyle, as Managing Trustee

Thomas C. Wilson, as Managing Trustee

Teresa M. Kolenda, as Managing Trustee

CHASE PREFERRED CAPITAL
CORPORATION, as sole beneficiary

By: _____
Name: Tajvinder S. Bindra
Title: President

IN WITNESS WHEREOF, the under being all of the Trustees of the Trust, have duly executed this Declaration of Trust of the day and year first above written.

TRUSTEES
CHASE MANHATTAN BANK USA,
NATIONAL ASSOCIATION, as Resident Trustee

By: _____
Name: _____
Title: _____

John Barren, as Managing Trustee



Robin Doyle, as Managing Trustee

Thomas C. Wilson, as Managing Trustee

Teresa M. Kolenda, as Managing Trustee

CHASE PREFERRED CAPITAL
CORPORATION, as sole beneficiary

By: _____
Name: Tajvinder S. Bindra
Title: President

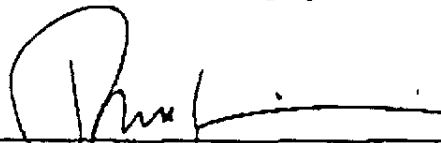
IN WITNESS WHEREOF, the under being all of the Trustees of the Trust, have duly executed this Declaration of Trust of the day and year first above written.

TRUSTEES
CHASE MANHATTAN BANK USA,
NATIONAL ASSOCIATION, as Resident Trustee

By: _____
Name: _____
Title: _____

John Barren, as Managing Trustee

Robin Doyle, as Managing Trustee



Thomas C. Wilson, as Managing Trustee

Teresa M. Kolenda, as Managing Trustee

CHASE PREFERRED CAPITAL
CORPORATION, as sole beneficiary

By: _____
Name: **Tajvinder S. Bindra**
Title: **President**

IN WITNESS WHEREOF, the under being all of the Trustees of the Trust, have duly executed this Declaration of Trust of the day and year first above written.

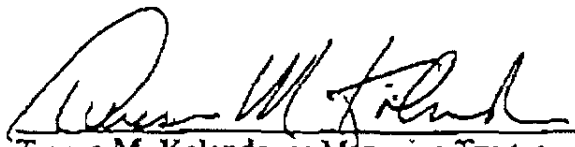
TRUSTEES
CHASE MANHATTAN BANK USA,
NATIONAL ASSOCIATION, as Resident Trustee

By: _____
Name: _____
Title: _____

John Barren, as Managing Trustee

Robin Doyle, as Managing Trustee

Thomas C. Wilson, as Managing Trustee



Teresa M. Kolenda, as Managing Trustee

CHASE PREFERRED CAPITAL
CORPORATION, as sole beneficiary

By: _____
Name: Tajvinder S. Bindra
Title: President

IN WITNESS WHEREOF, the under being all of the Trustees of the Trust, have duly executed this Declaration of Trust of the day and year first above written.

TRUSTEES
CHASE MANHATTAN BANK USA,
NATIONAL ASSOCIATION, as Resident Trustee

By: _____
Name: _____
Title: _____

John Barren, as Managing Trustee

Robin Doyle, as Managing Trustee

Thomas C. Wilson, as Managing Trustee

Teresa M. Kolenda, as Managing Trustee

CHASE PREFERRED CAPITAL
CORPORATION, as sole beneficiary

By: 
Name: Tajvinder S. Bindra
Title: President

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TALLAHASSEE, FLORIDA