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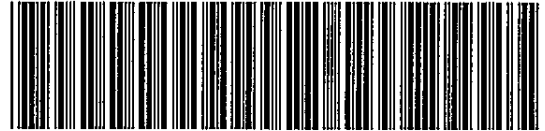
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CRIDER CLARDY LAW FIRM

A Professional Association

PO Box 2410
Crystal River FL 34423-2410
Phone: 352.795.2946

Fax: 352.795.2821
www.criderclardy.com

*John Crider
John S. Clardy III †
† Admitted in FL and GA*

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Environmental Law
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October 7, 2003

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

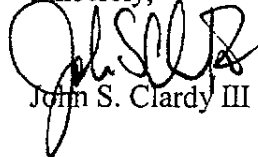
Re: The Chester Realty Trust

To whom it may concern:

Enclosed please find the original and one a copy of the Declaration of Trust and a check in the amount of \$350.00 for filing fees.

If you have any questions or need additional information please feel free to give me a call.

Sincerely,



John S. Clardy III

JSCIII;cjs
enclosures

REC'D - STATE
TALLAHASSEE, FLORIDA

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PLANTATION

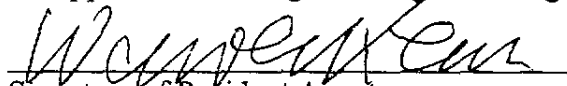
**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY
THE CHESTER REALTY TRUST
A NEW HAMPSHIRE TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declaration of Trust, the undersigned, the Trustee of THE CHESTER REALTY TRUST, a New Hampshire Trust hereby affirms in order to file or qualify THE CHESTER REALTY TRUST, in the State of Florida.

1. Two or more persons are named in the Trust.
2. The principal address is: 400 E. Dakota Court
Hernando, FL 34442
3. The registered agent and street address in the State of Florida is:
Warren W. Kean
400 E. Dakota Court
Hernando, FL 34442

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

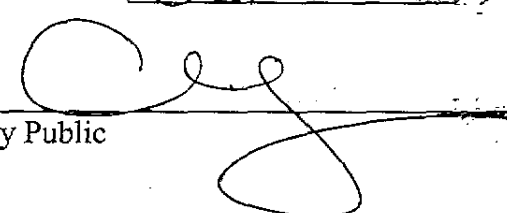
4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.


Signature of Resident Agent

5. I certify that the attached is a trust and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.


Warren W. Kean, Trustee

The Foregoing document was acknowledged before me on Oct 2, 2003, by Warren W. Kean.


Notary Public

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

Caryn H. Gould
Notary Public
My Commission Expires
June 8, 2004

DECLARATION OF TRUST

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereby DECLARES that he and his successors in trust will hold any and all property that may be transferred to him as Trustee hereunder for the sole benefit of the persons hereinafter called the Beneficiaries who are set forth in a Schedule of Beneficial Interests signed by the Trustee and the Beneficiaries in the proportions therein set forth.

1. This Trust may be referred to or identified as: "The Chester Realty Trust".

2. The Trustee shall hold the principal of this Trust and receive the income therefrom for the benefit of the Beneficiaries, and shall pay over the principal and income pursuant to the directions of the Beneficiaries and without such direction shall pay the income to the Beneficiaries in proportion to their respective interests at least yearly. The Trustee shall have full power and authority to borrow money and to sell, mortgage or otherwise dispose of all or any part of the trust property and to lease all or any part thereof by one or more leases for a term or terms which may extend beyond the date of any possible termination of the Trust; to grant or acquire rights or easements and enter into agreements or arrangements with respect to the trust property; and to acquire property and leasehold interests in property.

3. The Trust may be terminated at any time by all of the Beneficiaries by notice in writing to the Trustee, or by the Trustee, by notice in writing to the Beneficiaries; and the Trust shall terminate in any event twenty years after the death of the Trustee hereinbelow named. In case of any such termination, the Trustee shall transfer and convey the entire trust estate, subject to any leases, mortgages, contracts, or other encumbrances on the trust estate, to the Beneficiaries as tenants in common in proportion to their respective interests.

4. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and registered or recorded in Hillsborough County Registry of Deeds. Succeeding or additional Trustees may be appointed or any

BK-2685 PGE-721

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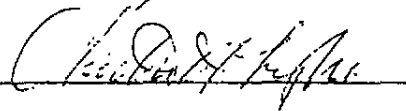
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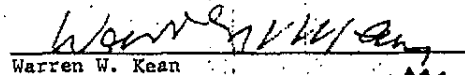
Trustee removed by an instrument or instruments in writing signed by all of the Beneficiaries and acknowledged by one or more of them, provided in each case that such instrument or instruments or a certificate by any Trustee naming the Trustee or Trustees appointed or removed, and in the case of an appointment, the acceptance in writing by the Trustee or Trustees appointed shall be so registered or recorded. Upon the appointment of any succeeding Trustee, the title to the trust estate shall thereupon and without the necessity of any conveyance be vested in said succeeding Trustee jointly with the remaining Trustee or Trustees, if any. Any succeeding Trustee shall have all the rights, powers, authority and privileges as if named as an original Trustee hereunder. No Trustee shall be required to furnish bond. This Declaration of Trust may be amended from time to time by an instrument in writing signed by the then Trustee hereunder and by all of the Beneficiaries and acknowledged by one or more of them, provided in each case that the instrument of amendment or a certificate by any Trustee setting forth the terms of such amendment shall be so registered or recorded.

5. The Trustee for the time being hereunder shall not be liable for any error of judgment nor for any loss arising out of any act or omission in the execution of the Trust so long as he acts in good faith, but shall be responsible only for his own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee, and the Trustee shall have full power and authority to execute all deeds and other instruments necessary or proper to carry such transactions into effect. No purchaser or lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to the Trustee or to see that the terms and conditions of this Trust have been complied with. Every instrument executed by a person who according to the records in the Hillsborough County Registry of Deeds appears to be a Trustee hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof this Trust was in full force and effect and that the Trustee was duly directed by the Beneficiaries to execute and deliver the same. Any

person dealing with the trust property or the Trustee may always rely on a certificate signed by a person appearing from the aforesaid records in said Hillsborough County Registry of Deeds to be a Trustee hereunder as to whether or not this Declaration of Trust has been terminated, as to who are the Beneficiaries hereunder, or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Trustees or are in any other manner germane to the affairs of the Trust.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 1st day of May, 1979.




Warren W. Kean

State of New Hampshire

Hillsborough, SS.

May 1, 1979

Before me, the undersigned officer, personally appeared Warren W. Kean, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.


Justice of the Peace - Notary Public

BK-2685 PGE-723

THE CHESTER REALTY TRUST
DATED , 1979

SCHEDULE OF BENEFICIAL INTERESTS

Sole Beneficiaries

Warren W. Kean

Anton K. Mayer

Proportionate Interest
As Provided in Letter
Agreement dated May 1, 1979

8/9
1/9

The terms of said Trust are hereby approved, and we, the above named sole beneficiaries, in consideration of the execution of said Trust at our request by the Trustee of this Trust (hereinafter called the Trustee), for ourselves and our successors, jointly agree with the Trustee (a) to be bound by said Trust, and (b) to save the Trustee harmless from any personal liability for any error in judgment, or any loss arising out of any act or omission in the execution of the Trust so long as he acts in good faith and that the Trustee shall be responsible only for his own willful breach of trust, and to withhold from any distribution, transfer or conveyance such amounts as they from time to time reasonably deem necessary to protect them from such liability.

IN WITNESS WHEREOF the undersigned have hereto set their hands and seals this 1st day of May, 1979.

Warren W. Kean
Beneficiary

Anton K. Mayer
Beneficiary

Warren W. Kean
Trustee and not individually

State of New Hampshire
Hillsborough, SS.

Before me, the undersigned officer, personally appeared Warren W. Kean, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Edmund
Justice of the Peace, Notary Public

THE CHESTER REALTY TRUST
AMENDMENT TO DECLARATION OF TRUST

The Declaration of Trust of Warren W. Kean, Trustee of The Chester Realty Trust dated May 1, 1979 and recorded in Hillsborough County Registry of Deeds in Book 2685 at Page 721, is hereby amended as follows:

1. By deleting paragraph numbered 2 therein and substituting therefor the following:

2. The Trustee shall, as he may deem for the best interest and benefit of the Beneficiaries, hold, manage and invest the principal of the Trust (which shall include the power to lease the real properties thereof), and receive, manage and invest the income therefrom, and shall pay over the principal and income pursuant to the direction of the Beneficiaries and without such direction shall pay the income to the Beneficiaries in proportion to their respective interests at least annually. The Trust shall have full power and authority to borrow money on behalf of the Trust and to mortgage or grant security interests in all or any part of the Trust properties to secure such borrowing.

2. By deleting paragraph numbered 4 therein and substituting therefor the following:

4. A. If at any time Warren W. Kean dies, resigns, refuses or is unable to act as Trustee, David C. Hamblett and the Indian Head National Bank of Nashua, New Hampshire, shall become Trustees in his place. If thereafter the individual Trustee dies, resigns, refuses or is unable to act as a Trustee, a successor individual trustee shall be appointed by the corporate trustee, provided, however, if the law firm of Hamblett & Kerrigan Professional Association, or its successor, is still then acting as counsel for Granite State Leathers, Inc., Mohawk Associates, Inc., or Amoskeag Leather Finishing, Inc., or any other corporation or successors thereto, that is closely associated with any of such corporations, such successor individual trustee shall be employed by such firm, or if such firm is not so acting as counsel, then such successor individual trustee shall be a member of a law firm that is acting as counsel to any of said corporations. If a vacancy in the office of the corporate trustee occurs, a successor corporate trustee shall be appointed by the then individual trustee.

A person shall be deemed unable to act as Trustee hereunder if he has been adjudicated incompetent or has a guardian or conservator appointed over him or in the opinion of the named successor Trustee, said Trustee is incapacitated through illness, age or other cause and that for him to continue to act would be an undue burden for him.

B. Each person or corporation becoming a trustee hereunder shall accept said office in writing and shall be such co-trustee jointly with the remaining co-trustee immediately upon delivery of

such written acceptance to such remaining co-trustee, or to any beneficiary hereunder, if for any reason there shall be no co-trustee then serving, and shall thereupon accordingly be vested with all the estate, title, powers, rights, duties and discretions granted to its predecessor without the necessity of any other act, conveyance or transfer. Such instrument shall also be acknowledged and recorded in the Hillsborough County Registry of Deeds.

C. Any trustee at any time serving hereunder may resign as Trustee by delivering to the remaining co-trustee, or to any beneficiary hereunder, if for any reason there shall be no co-trustee then serving, an instrument in writing signed and acknowledged by the resigning Trustee. Such instrument shall be recorded in the Hillsborough County Registry of Deeds.

D. The same Trustees shall administer all trusts created hereunder and no bond shall be required of any Trustee hereunder.

E. If any individual Trustee serving hereunder shall at any time be absent from the United States or become mentally or physically incapacitated for the performance of his duties, it shall not be necessary for him to resign or be removed in order that the Trust may continue to be executed, but the other Trustee may execute the Trust alone during such absence or incapacity as though the Trustee so absent or incapacitated were dead and had no successor.

Further, such individual Trustee under this Trust may for the duration of any absence from the United States on his part or of any illness or incapacity of his, or for a specified period which he expects to be the duration of any such absence, illness or incapacity, authorize in writing the other Trustee to execute the Trust during such absence, illness or incapacity and during such specified period as though the Trustee so absent, ill or incapacitated were dead and had no successor, but with power, however, to act on behalf of and in the name of the Trustee so absent, ill or incapacitated. Such authority may be revoked in writing.

F. No Trustee shall be responsible for the acts or omissions of another of the Trustees or for allowing another of the Trustees to have custody or control of the funds, securities or property of the Trust. A successor Trustee shall not be liable for any action taken by any Trustee prior to the time such successor becomes a Trustee. A Trustee hereunder shall never be liable for involuntary losses or for any loss or damage except such as caused by its own willful neglect or default.

G. Notwithstanding any other provision herein to the contrary, succeeding or additional Trustees may be appointed or any Trustee removed by an instrument or instruments in writing signed by all of the Beneficiaries and acknowledged by them, provided such instrument shall be recorded in the Hillsborough County Registry of Deeds.

H. This Declaration of Trust may be amended from time to time by an instrument in writing signed by the then Trustee hereunder and by all of the Beneficiaries and acknowledged by all of them, provided in each case that the instrument of amendment or a certificate by any Trustee setting forth the terms of such amendment shall be recorded in the Hillsborough County Registry of Deeds.

IN WITNESS WHEREOF the undersigned, Being the Trustee and all of the Beneficiaries thereof, have set their hands this _____ day of _____ 1982.

Witness:

Warren W. Kean
Warren W. Kean, Trustee
Warren W. Kean
Warren W. Kean, Beneficiary
Anton Mayer
Anton Mayer, Beneficiary

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 20th day of March, 1982, by Warren W. Kean, both individually and as Trustee of The Chester Realty Trust.

Emile Bergeron
Notary Public
EMILE BERGERON, Notary Public
My Commission Expires February 3, 1983

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 20th day of March, 1982, by Anton Mayer.

Emile Bergeron
Notary Public
EMILE BERGERON, Notary Public
My Commission Expires February 3, 1983

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SECOND AMENDMENT
TO
THE CHESTER REALTY TRUST
Dated: May 1, 1979

WHEREAS, I, Warren W. Kean, as Trustee, did on the 1st day of May, 1979, execute a TRUST AGREEMENT entitled THE CHESTER REALTY TRUST; and

WHEREAS, Paragraph 4. of said TRUST AGREEMENT expressly reserves the right in the Trustee and the Beneficiaries to amend said TRUST AGREEMENT, in whole or in part.

WHEREAS, the Trustee has previously amended the TRUST AGREEMENT by Amendment dated March 20, 1982.

NOW, THEREFORE, pursuant to the power of amendment contained in said Paragraph 4., I hereby further amend said TRUST AGREEMENT by this Second Amendment, as follows:

1. The provisions of Paragraph 3. are stricken and the following Paragraph 3. is inserted in place thereof:

3. The Trust may be terminated at any time by all of the Beneficiaries by notice in writing to the Trustee, or by the Trustee, by notice in writing to all of the Beneficiaries; provided, however, that the Trust shall terminate, in any event, on the twentieth anniversary of the death of Warren W. Kean.

In the case of any such termination, the Trustee shall transfer and convey the entire trust estate, subject to any leases, mortgages, contracts, or other encumbrances, outright and free of trust to the Beneficiaries as tenants in common in proportion to their respective interests.

2. The provisions of Paragraph 4. are stricken and the following Paragraph 4. is inserted in place thereof:

A. If at any time Warren W. Kean shall be unable or unwilling to serve in the capacity of Trustee for any reason then a Director of the law firm of McLane, Graf, Raulerson & Middleton, Professional Association, or any successor thereto, shall serve as successor Trustee.

66634P60359

- B. In the event there shall be no successor Trustee who shall be able or willing to serve in the capacity of Trustee, then a majority of the beneficiaries to whom or for whose use the current net income of the trust estate is at the time authorized or required to be paid or applied, either,
1. acting individually, if then eighteen (18) years of age, or,
 2. by his or her natural parent, or natural guardian, or Court appointed guardian or Court appointed conservator, if then under guardianship or conservatorship,
- shall appoint a successor Trustee.
- C. In the event that any beneficiary of the trust shall serve in the capacity of sole Trustee and the Trustee has discretionary powers to distribute income or principal to himself, herself, or to any person to whom he or she owes an obligation of support, then such distributions of income or principal shall be exercisable by the sole Trustee. The maximum amount that may be withdrawn annually by each such beneficiary under this sub-paragraph, however, shall not exceed the maximum amount over which an individual may have a power of withdrawal without its lapse in such year being deemed to be a release of such power under Section 2514(e) of the Internal Revenue Code of 1986, as amended and any corresponding Sections of any future Internal Revenue Code.
- D. No successor Trustee shall be liable or responsible in any way for any actions or defaults of any predecessor Trustee, nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee. Any successor Trustee shall have, from and after its appointment or succession to office hereunder and without any assignment or other action by any person, all the rights, interests, and powers, including discretionary rights and powers, which are by the provisions of this trust agreement granted to and vested in the Trustee named herein.
- E. Each Trustee hereunder (whether originally designated herein or appointed as successor) shall have the right to resign at any time by giving thirty (30) days written notice to that effect to the current income beneficiary (or beneficiaries) of the trust.
- F. This Declaration of Trust may be amended from time to time by an instrument in writing signed by the then serving Trustee and by all of the Beneficiaries and acknowledged by all of them; provided, in each case that the instrument of amendment or a certificate by any Trustee setting forth the terms of such amendment shall be recorded in the Hillsborough County Registry of Deeds.

BM6634PG0360

3. *The following Paragraph 6. is added as a new Paragraph in the Trust Agreement:*

6. No person dealing with the Trustee shall be responsible for the application of any money, securities, or other property paid or delivered, and the receipt of the Trustee shall be a full discharge; and no person dealing with the Trustee, and no issuer, transfer agent, or other agent of any issuer of any securities shall be under any obligation to ascertain or inquire into the power of the Trustee to purchase, sell, exchange, transfer, mortgage, pledge, create a security interest in, lease, distribute, or otherwise dispose of or deal with any money, securities, or other property.

The Trustee shall not at any time be held liable for any action taken or not taken, including any action intended to lessen or eliminate the impact of estate or generation-skipping transfer taxes with respect to any generation or beneficiary, whether or not such action is successful in achieving the results sought and without regard to its effect on other beneficiaries in the same or different generations, or for any loss or depreciation in the value of any property in any trust created herein, whether due to an error of judgment or otherwise, where the Trustee has exercised good faith and ordinary diligence in the exercise of its duties.

The Trustee shall receive reasonable compensation for its services in the administration of the trusts created herein, including reimbursement for amounts reasonably expended for bookkeeping services, investment services and advice, and other professional or para-professional services. In addition to the compensation herein provided, the Trustee shall receive reasonable compensation for any legal services provided for the benefit of the trust estate, such as handling any litigation involving the trust, preparing state or federal income tax returns, and transferring any real estate.

4. *I hereby ratify, confirm and republish said TRUST AGREEMENT in all other respects.*

BM6634PG0361

IN WITNESS WHEREOF, we, Warren W. Kean, Trustee and Beneficiary and Anton K. Mayer, Beneficiary, hereunto set our hands on 4-16-02, 2002.

Vicki Kean
Witness VICKI MOORE

The Chester REALTY Trust
Warren W. Kean
Warren W. Kean, Trustee

Ellen Malizia
Witness Ellen Malizia

Warren W. Kean
Warren W. Kean, Beneficiary

The foregoing instrument was acknowledged before me on 4.16.02, 2002,
by Warren W. Kean.



Vicki Moore
My Commission DD011606
Expires March 26, 2005

Vicki Kean
Notary Public/Justice of the Peace
VICKI MOORE
My Commission Expires:

(Seal)

BK6634P80362

- 5 -

Gail C. Ketchie
Witness

Anton K. Mayer
Anton K. Mayer, Beneficiary

The foregoing instrument was acknowledged before me on April 15, 2002,
by Anton K. Mayer.

Gail C. Ketchie
Notary Public/Justice of the Peace

My Commission Expires: 4/6/2003

(Seal)



BK6634P80363

**THIRD AMENDMENT
TO
THE CHESTER REALTY TRUST
Dated: May 1, 1979**

WHEREAS, Warren W. Kean, as Trustee, did on the 1st day of May, 1979, execute a TRUST AGREEMENT entitled THE CHESTER REALTY TRUST; and

WHEREAS, Paragraph 4. of said TRUST AGREEMENT expressly reserves the right in the Trustee and the Beneficiaries to amend said TRUST AGREEMENT, in whole or in part.

WHEREAS, the Trustee has previously amended the TRUST AGREEMENT by Amendment dated March 20, 1982 and by Second Amendment dated April 16, 2002.

WHEREAS, the Trust has been treated for federal and state income tax purposes as a partnership.

WHEREAS, the Trustee desires to ratify these prior operations and formalize this treatment within the TRUST AGREEMENT.

NOW, THEREFORE, pursuant to the power of amendment contained in said Paragraph 4., the Grantor and Trustee for himself and his assigns hereby effective January 1, 2003 further amends said TRUST AGREEMENT by this Third Amendment, as follows:

1. *The provisions of Paragraph 2. are stricken and the following Paragraph 2. is inserted in place thereof:*

2. A. The Trustee shall, as he may deem for the best interest and benefit of the Beneficiaries, hold, manage and invest the principal of the Trust (which shall include the power to lease the real properties thereof), and receive, manage and invest the income therefrom, and shall pay over the principal pursuant to the direction of the Beneficiaries. The Trustee shall at least annually pay over income received by the Trust, other than income received from the distribution or sale of its real property, to Warren M. Kean, net of any amounts necessary to pay current or anticipated Trust expenses. The Trustee shall at least annually pay over income received by the Trust due to the distribution or sale of its real property to the Beneficiaries in proportion to their respective interests. The Trustee shall have full power and authority to borrow money on behalf of the Trust and to mortgage or grant security interests in all or any part of the Trust properties to secure such borrowing.

B. Notwithstanding any provision in this Agreement to the contrary, the Trustee shall at least annually pay over income or principal of the Trust to Warren M. Kean in an amount sufficient to pay his estimated or final income taxes, as determined by the Trustee in his reasonable discretion, attributable to income allocated to Warren M. Kean pursuant to Section 2C of this Third Amendment.

C. All items of income and expense that are treated as flow through items for income tax purposes including depreciation, depletion, investment credit or gain or loss, other than those generated by the sale or distribution of the Trust's real property, shall be allocated to Warren W. Kean. Individual income accounts shall be maintained for each Beneficiary, reflecting allocations to and charges against income.

D. All items of income and expense that are treated as flow through items for income tax purposes including depreciation, depletion, investment credit or gain or loss, generated by the sale or distribution of the Trust's real property, shall be allocated to the Beneficiaries in accordance with their respective proportionate interests as set forth in the Schedule of Beneficial Interests. Notwithstanding any other provisions in this Agreement, items of income and expense arising in the year of a sale or distribution of the Trust's real property shall be allocated among the Beneficiaries so that the allocations, from the date of this amendment to the tax year of such sale or distribution, taking into account prior allocations and distributions of income items of income and expense shall be allocated among the Beneficiaries so that the allocations have substantial economic effect under Treasury Regulations promulgated under § 704(b) of the Internal Revenue Code.

E. No Beneficiary shall have the right to demand or receive any distribution of Trust property other than cash.

2. *I hereby ratify, confirm and republish said TRUST AGREEMENT in all other respects.*

- 3 -

IN WITNESS WHEREOF, we, Warren W. Kean, Trustee and Beneficiary and Anton K. Mayer, Beneficiary, execute this Third Amendment effective on the date set forth above.

Date: 5/23, 2003

Witness Cey

Warren W. Kean
Warren W. Kean, Trustee

Witness Anton K. Mayer

Warren W. Kean
Warren W. Kean, Beneficiary

The foregoing instrument was acknowledged before me on May 23, 2003, by Warren W. Kean.

Cey
Notary Public/Justice of the Peace
My Commission Expires:
(Seal)

Caryn H. Gould
Notary Public
My Commission Expires
June 8, 2004

May 27, 2003 2:37PM
05/16/03 02:00 PM 00002812

MCLANE LAW FIRM

No. 6821 P. 24/005

- 4 -

Date: 5/28, 2003

Witness Brendy H. Fiedel

Anton K. Mayer
Anton K. Mayer, Beneficiary

The foregoing instrument was acknowledged before me on 5/28, 2003,
by Anton K. Mayer.

Paul C. Ketchie
Notary Public/Justice of the Peace

My Commission Expires: 4/6/2008

(Seal)



FILED
03 OCT 13 PM 1:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

05/27/03 TUE 14:07 [TX/RX NO 5675]