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SECRET  
DIVISION  
04 JUN 11 PM 21 1964

## TRANSMITTAL LETTER

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

**SUBJECT:** ISLAND COAST CHRISTIAN COLLEGE

Enclosed is an <sup>*authenticated*</sup> ~~original and one (1)~~ copy of the Declaration of Trust and a check for:

**FEES:**

Declaration of Trust	\$350.00
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**OPTIONAL:**

Certified Copy	\$ 8.75
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**FROM:** ISLAND COAST CHRISTIAN COLLEGE

**Name (Printed or typed)**

8660 DANIELS PARKWAY

**Address**

FORT MYERS FL 33912

**City, State & Zip**

239-689-9000

**Daytime Telephone number**

04 JUN 11 PM 2:19

RECEIVED  
SECRETARY  
DIVISION

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

ISLAND COAST CHRISTIAN COLLEGE

**A COMMON LAW TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to  
Common Law Declarations of Trust, the undersigned, the Chairman of the  
Board of Trustees of ISLAND COAST CHRISTIAN COLLEGE, a

(Name of Trust)  
COMMON LAW

Trust hereby affirms in order to file or qualify

(State)  
ISLAND COAST CHRISTIAN COLLEGE, in the State of Florida.

(Name of Trust)

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

2. The principal address is 8660 DANIELS PARKWAY

FORT MYERS FL 33912

3. The registered agent and street address in the State of Florida is:  
RALPH P. RICHARD, ESQUIRE, 6900 DANIELS PARKWAY, SUITE 29-321,

FORT MYERS FL 33912

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.

Ralph P. Richard

(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.

Rebecca J. Morley  
NOTARY

GREG KAPPAS  
Name:

Chairman of the Board of Trustees

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

Rebecca J. Morley  
Commission #DD157284  
Expires: Oct 10, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.



FILED  
SECRETARY OF STATE  
DIVISION OF

04 JUN 11 PM 2:18

## DECLARATION OF TRUST

This DECLARATION OF TRUST authorizes its Trustees to operate under the name:

### ISLAND COAST CHRISTIAN COLLEGE

#### ARTICLE ONE

#### DECLARATION OF A COMMON LAW TRUST BY GREG A. KAPPAS, CREATOR

FILED  
SECRETARY  
DIVISION  
04 JUN 11 PM 2:18

**SECTION 1.1** THE ABOVE named Creator of this Trust, effective February 16, 2004, does declare that he intended to and does create a Trust, and that the names of the initial Trustees are DR. ROBERT KRUPP, DR. GREG A. KAPPAS, and DR. TONY CHESTER. The Trustees shall be ascertainable by written acceptance executed and filed in accordance with the requirements of this Trust. The Trustees shall hold all property of the Trust in trust for the benefit of Island Coast Christian College, or in furtherance of the purposes of this Trust, and they shall comprise the Board of Trustees for conducting the affairs of this Trust.

**SECTION 1.2** THIS TRUST is declared to be irrevocable, complex, and cannot be changed in any manner by the Creator. The Creator has no possessory interest in this Trust, no reversionary interest, and no retained interest whatsoever, nor has the Creator engaged in any secret agreements or pre-arrangements, of any type, with the Trustees of this Trust that might obligate said Trustees to act in any manner on Creator's behalf, except as fair, unbiased, independent fiduciaries in the best interests of the Island Coast Christian College, and in strict conformity with the guidelines and requirements of this Trust.

**SECTION 1.3** THIS TRUST is known as a Pure Trust, Common Law Trust Organization, Constitutional Common Law Contract in Trust Form, and Contract Trust. This Trust is created by the Creator under the Common Law, and is protected under the Constitution of the United States of America, Article I, Section 10, and the Constitution of the State of Florida, Article I, Section 10. This Trust is an irrevocable contract by and between the undersigned Trustees and the Creator. The Trustees shall administer this Trust.

#### ARTICLE TWO DOMICILE & NAME

The Trust name is ISLAND COAST CHRISTIAN COLLEGE. The construction of this Trust agreement shall be determined primarily in accordance with the express terms of this Trust and the Common Law. The domicile of this Trust shall be in Florida, but the Trustees shall have the power to remove the domicile to any other place which shall be deemed prudent, wise, necessary, appropriate or desirable by the Trustees. The Trustees shall have the power to change the name of this Trust when deemed prudent, wise, necessary, appropriate or desirable. The Trustees shall have the power to operate this Trust under one or more Fictitious Names, when deemed prudent, wise, necessary, appropriate or desirable.

**ARTICLE THREE**  
**PURPOSE**

**SECTION 3.1** THE PURPOSE of this Trust is to create a post-secondary educational level of Biblical study in the name Island Coast Christian College, and to serve God. This Trust is organized exclusively for charitable, religious and educational purposes as defined under Section 501(c)(3) of the Internal Revenue Code of 1986 ("IRC"), as amended. This instrument shall serve as the sufficient guide, supplemented from time to time by resolutions of the Board of Trustees, covering contingencies as they arise and are recorded in the minutes of its meetings. Trust minutes are a portion of the rules and regulations of this Trust, the said minutes to be ratified always by a majority vote of the Board of Trustees. The Board of Trustees of this Trust alone, as awarded herein, possesses such authority.

**SECTION 3.1.1** THIS TRUST is further organized so that it's Trustees can own and hold real and personal property to further this purpose, and, in holding and owning such property, they thereby acknowledge themselves as God's stewards of such property. In furtherance of said objective, the Trustees shall own and hold real and personal property for the common use of Island Coast Christian College.

**SECTION 3.1.2** IN PURSUING such purpose, the Creator and Trustees covenant with God and with each other to be held accountable as full stewards of the Lord's work, first to the glory of God and His Son and His Holy Spirit, and, secondly, as stewards of Island Coast Christian College. In that regard, this Trust is created to provide control and management of the assets of this Trust, vested in the Board of Trustees, for the benefit of Island Coast Christian College.

**SECTION 3.1.3** THE PROPERTY of the Trust is irrevocably dedicated to charitable purposes as defined under IRC § 501(c)(3), as amended, and no part of the assets or earnings of the Trust, on liquidation or otherwise, shall ever inure to the benefit of any Trustee, Officer or other individual, except as provided herein.

**SECTION 3.1.4** NO SUBSTANTIAL part of the activities of the Trust shall be used for the purpose of carrying on propaganda or otherwise attempting to influence legislation, and the Trust shall not participate or intervene (including the publishing or distribution of statements) in any political campaign on behalf of any candidate for public office.

**SECTION 3.1.5** NOTWITHSTANDING any other provision of this Trust, the Trust shall not carry on any activity not permitted to be carried on (a) by an entity exempt from Federal Income Tax under IRC § 501(c)(3) (or a corresponding provision of any future United States Internal Revenue Law); or (b) by an entity contributions to which are deductible under IRC § 170(c)(2) (or the corresponding provision of any future United States Internal Revenue Law).

**SECTION 3.1.6** ON LIQUIDATION of the Trust, all assets and earnings of the Trust remaining after paying or providing for all proper debts and obligations shall be distributed and paid over to such funds, foundations, trusts or corporations then organized and operating for

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charitable purposes under the provisions of IRC § 501(c)(3), or corresponding provisions of any subsequent federal tax law, including any successor Trust to this Trust, as the Trustees shall determine.

**SECTION 3.1.7** THE BYLAWS of Island Coast Christian College shall have the following purpose: "Island Coast Christian College, its faculty, students, administrators, and Trustees, are all encouraged to act as witness to Jesus Christ, the Son of God, both within the community and throughout the World. Island Coast Christian College shall acknowledge the Bible, in its original written manuscripts, as the inspired and inerrant word of God. In furtherance thereof, the purpose for Island Coast Christian College is to conduct post-secondary educational level study of the Bible; to instruct in the Christian faith based on the Bible; to share and spread the good news of salvation to lost mankind; to provide others instruction in Christian education, ethics, charitable, and benevolent matters; to advance spiritual growth and enlightenment, and moral and personal purity among its own students, faculty and administration, and to the people of the community in which it is located; to promote home and foreign missions; to aid in the spread of the Gospel of Jesus Christ to the ends of the earth; and to educate and prepare Christians for the ministry of the Gospel of Jesus Christ. Island Coast Christian College is organized for fulfilling the Christian purposes and ecumenical missions of the Body of Christ. Pursuant to that mission, Island Coast Christian College shall preach and teach the Word of God for the edification and deeper spiritual life of its students, and shall promote faith missions at home and abroad, and encourage the ordination to public ministry any who might be called by God and found qualified to serve God. Island Coast Christian College shall encourage its students to study and live the Word so that others may know that God's Living Word is the ground of its purpose. The faculty of Island Coast Christian College shall further teach the Gospel of Jesus Christ, not only by the Word, but by example, and minister to the spiritual, emotional, mental and physical needs of its students, and the community, and the world, thereby evidencing the truth that God is Love, and we are His instruments of that Love."

**SECTION 3.1.8** ADMISSION to Island Coast Christian College shall be in accordance with the provisions set forth in The Constitution and Bylaws of Island Coast Christian College. The first By-Laws of Island Coast Christian College are to be enacted and approved by the original Board of Trustees. Those Bylaws may be altered, amended, or rescinded in the manner provided therein.

**SECTION 3.1.9** THE BOARD of Trustees shall manage the administration of Island Coast Christian College. The Board of Trustees shall be the ruling body of Island Coast Christian College and as such, shall govern the overall organization of the College.

**SECTION 3.1.10** THE BOARD of Trustees shall have all of the powers necessary, convenient and/or appropriate to effectuate the purpose of this Trust, and shall take any action which it deems necessary or desirable and proper to carry out such purpose, provided however, that the purpose and actions should not be inconsistent with other provisions herein. Any determination of purpose of this Trust, made in good faith by the Board of Trustees, shall be conclusive. In construing the purpose of this Trust and this Trust's minutes, the presumption shall be in favor of the powers granted to the Board of Trustees.

**SECTION 3.1.11** THE INITIAL Board of Trustees, and initial term, shall be as follows: Dr. Greg A. Kappas (3 years), Dr. Tony Chester (3 years), and Dr. Robert Krupp (2 years).

**ARTICLE 4**  
**TRUSTEES**

**SECTION 4.1** THE TRUSTEES shall be at least three (3) in number. The number of trustees may be increased for practical reasons beneficial to the Trust. The Trustees herein mentioned by name, additional trustees, and their successors elected to fill vacancies, shall exercise collectively the exclusive management and control of this Trust.

**SECTION 4.2** UPON THE DEATH, resignation, or removal of a Trustee, the successor Trustee will be elected to the Board of Trustees. Such election shall be upon the unanimous action of the remaining Trustees. Should the entire Board of Trustees become vacant, and only in that event, the Officers of Island Coast Christian College shall appoint two Trustees, and those two Trustees shall elect the next Trustee, which, as cotrustees shall together elect any other Trustees as necessary to reinstate the Board of Trustees.

**SECTION 4.3** THE TRUSTEES shall hold office and exercise collectively the control of the Trust property and its affairs. The Trustees acting unanimously shall make all significant actions and decisions on the part of the Trust.

**SECTION 4.4** EACH TRUSTEE shall sign his or her appointment and acceptance of this Trust and said acceptance is to be made a part hereof. Any Trustee under this Trust may, at any time, resign by delivering to at least one other Trustee a letter of resignation. This letter of resignation shall be maintained by the Trust record keeper in the Trust records to be made a part hereof. Any third party to whom the notarized letter of resignation is shown may rely upon the validity of that letter of resignation as the true state of affairs with respect to that resigning Trustee with respect to this Trust.

**SECTION 4.5** THE TRUSTEES shall be subject to that standard in the performance of their duties on behalf of this Trust, as is provided by Common Law.

**SECTION 4.5.1** INDEMNIFICATION: To the fullest extent permitted by law, the Trust shall indemnify and hold harmless every Trustee against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he/she may be a party because of his/her being or having been a Trustee of the Trust. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated, and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Trust, in a proceeding by or in the right of the Trust to procure a judgment in its favor;

(B) A violation of criminal law, unless the Trustee had no reasonable cause to believe his/her action was unlawful or had reasonable cause to believe his/her action was lawful; or

(C) A transaction from which the Trustee derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Trustees approves such settlement as being in the best interest of the Trust. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Trustee may be entitled.

**SECTION 4.6** THE TRUSTEES shall authorize one or more of them, or trust officers, to act as signatories for the Trust for all checking, savings, and money market accounts and for all safe deposit boxes, wherever these may be situated.

**SECTION 4.7** A TRUSTEE may be removed from office only by the unanimous action of the other Trustees, or upon the majority vote of the Officers of Island Coast Christian College as set forth hereafter, and only upon cause. The grounds for the removal may be kept confidential. In the event of the removal of a Trustee, the appointment of a replacement Trustee shall comply with Section 4.1.

**SECTION 4.8** THE OFFICERS of Island Coast Christian College are to monitor the actions of the Trustees of this Trust in accordance with this Trust. The Officers, by majority vote, shall have only the following powers with respect to this Trust:

1. The power to remove a Trustee for cause,
2. The power to appoint two (2) Trustees in the event the entire Board of Trustees becomes vacant.

**SECTION 4.9** THE FOLLOWING OFFICERS shall maintain permanent positions on the Board of Trustees: President and Chancellor. The initial President of Island Coast Christian College shall be Dr. Greg Kappas, and its initial Chancellor shall be Dr. Tony Chester.

## **ARTICLE FIVE**

### **TRUSTEES' MEETINGS**

**SECTION 5.1** BY A REGULAR act of the Trustees, they may provide for meetings at stated intervals without notice, and special meetings may be called at any time by the Trustees upon three days' written or telephonic notice. At any regular or special meeting, the Trustees, not less than two-thirds being present in person or by telephonic or electronic conference, shall constitute a quorum for conducting business, provided all action, decisions and distributions shall be completed only upon a unanimous vote of the Trustees involved in the meeting.

**SECTION 5.2** NO ONE, OTHER than the Trustees themselves, shall have the authority to request the Trustees to hold any regular or special meeting, and the Trustees are specifically required to disregard and resist any such external pressures. No document, record, bank account, or any other written information dealing with the internal affairs, or the operations of this Trust shall be disclosed to any third party, except upon formal written approval of the Board of Trustees given at a regular or special meeting of the Board of Trustees as set forth above.



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**SECTION 5.3** THE TRUSTEES may use facsimile and other computer or telecommunication systems to assist in the management and operation of this Trust. It is further agreed and included the right to have meetings of the Board of Trustees telephonically, either serially or by teleconferencing. However, an accurate recording of such minutes must be maintained and delivered to the Secretary for transcribing and such entered into the Trust's minutes.

## **ARTICLE SIX**

### **POWERS OF TRUSTEES**

**SECTION 6.1** THE TRUSTEES shall not have any general powers, but shall have the power to carry out the purpose of the Trust established pursuant to this Trust, and subject to the discharge of their fiduciary obligations, all of which shall be solely for charitable, religious and educational purposes. The Trustees shall have the following powers and discretions, in addition to those now or hereafter conferred by law, if not otherwise restricted by the Trust:

**SECTION 6.1.1** THE POWER to hold an undivided interest; the power to determine the allocation of income, principal, and expense; the power to deal with title and title insurance problems in all situations; and the power to deal with or secure patents, copyrights, trademarks, fictitious names, or the like.

**SECTION 6.1.2** THE POWER to hold, manage, or acquire productive and unproductive properties; the power to buy, sell, lease, exchange, deed, convey, assign, hypothecate, invest, loan, borrow, and grant options; the power to pledge to secure loans; the power to lease or rent; the power to make improvements, modifications, and alterations; the power to demolish improvements; the power to abandon as worthless; the power to subdivide; the power to encumber; the power to partition; and the power to adjust boundaries.

**SECTION 6.1.3** THE POWER to execute covenants, agreements, contracts or credits; the power to create servitudes, grant easements and rights of way, impose conditions and restrictions, and to release the same; the power to seek zoning, rezoning, variance, or nonconforming use permits; and the power to establish and maintain reserves for depreciation.

**SECTION 6.1.4** THE POWER to distribute in kind and in divided and undivided interests; and the power to buy, sell, or hypothecate gold, silver, diamonds, and other precious or semiprecious stones or metals.

**SECTION 6.1.5** THE POWER to employ employees, consultants, caretakers, managers and other agents; the power to dedicate for public use; and the power to carry insurance of all kinds, including but not limited to (a) personal liability and property damage, (b) fire, casualty and extended coverage, (c) income protection insurance.

**SECTION 6.1.6** THE POWER to terminate this Trust (at the termination of this Trust, the property would be distributed in accordance with Section 3.1.6); the power to incorporate, enter into partnerships, associations or other joint ventures, operate, distribute, diversify, change, liquidate, or otherwise run the Trust; the power to delegate authority to executive trustees,

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agents, caretakers or employees; the power to pay reasonable compensation to trustees, consultants, caretakers, employees, managers, agents and others for services rendered; and the power to determine the authority and responsibility of each. The Trustees are responsible and must supervise all the actions of the managers, agents, caretakers, etc.

**SECTION 6.1.7** THE POWER to continue mortgage investments after maturity either with or without renewal or extension; and the power to disregard the principle of investment diversification.

**SECTION 6.1.8** THE POWER to invest and reinvest in stocks, bonds, mutual funds, notes or mortgages on property within or without the United States; the power to participate in common trust funds established by any bank or trust company, in life insurance, fixed or variable annuity, health or disability insurance on any beneficiary or anyone in whom a beneficiary has an insurable interest; and the power to invest in options or commodities, for cash or on margin, to trade in securities of any nature, including short sales, on margin, and for such purposes may maintain, and operate margin accounts with brokers.

**SECTION 6.1.9** THE POWER to continue, operate, manage, sell or liquidate any business or business interest in the Trust; the power to engage the Trust in any business or business activity which is lawfully carried on; and the power to take whatever steps deemed advisable to effectuate the organization and/or dissolution of corporations, or other business entities.

**SECTION 6.1.10** THE POWER to exercise a general lending power to make or receive loans to, or from, any person without regard to interest or security.

**SECTION 6.1.11** THE POWER to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 3.1.

**SECTION 6.1.12** THE POWER to solicit and accept gifts of money or property in order to carry out the purposes hereinabove set forth; and to do any and all things necessary and desirable for the achievement of any of the objects and purposes of this Trust.

**SECTION 6.1.13** THE POWER to provide not-for-profit fiduciary management of the business affairs of any trust(s) whose management of affairs is assigned to this Trust by contract, or by any such trust's Board of Trustees, for the benefit of any member of Island Coast Christian College of any managed trust, and the Board of Trustees may act as exchanger for the creation of other trusts.

**SECTION 6.2** NOTWITHSTANDING any other provision in this Trust, no power shall be exercised, nor any action taken, by the Trustees except upon the unanimous consent of all Trustees having authority to exercise that power.

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**ARTICLE SEVEN**  
**ADMINISTRATION EXPENSES**

THE TRUSTEES, shall pay out of trust funds only, whether out of income or corpus, all expenses incurred in the administration, management, conservation and protection of this Trust, including the following:

- (a) Reasonable compensation of the Trustees, managers, caretakers, and any person or entities providing non-donated services, articles, or utilities to the Trust;
- (b) Expenses in the operation, maintenance, cleaning, repairing and otherwise to Trust property;
- (c) Caring for the property of the Trust;
- (d) Expenses in the providing of necessary supplies, equipment, and materials;
- (e) On behalf of the Trust, either by purchase, lease, rental or otherwise;
- (f) Payment of the taxes, charges, assessments of license fees on behalf of the Trust;
- (g) Insurance premiums with respect to policies on behalf of the Trust;
- (h) Legal, bookkeeping, accounting, and other professional expenses, on behalf of the Trust;
- (i) All ordinary and necessary expenses in caring for this Trust and its property.

**ARTICLE EIGHT**  
**TRUST ACCOUNTING**

THE TRUSTEES shall maintain the books, records, documents and accounts of the Trust according to good accounting practices. These books and records shall be made available to members of the College upon written request to the Board of Trustees, except when a majority of the Board of Trustees shall deem that a portion of such records might be of a sensitive nature and not an interest of the College or mission in making a portion of such financial records available to the members. The Board of Trustees shall be authorized to employ such persons, bookkeepers, or accountants as may be necessary to keep appropriate records. The Trustees are not required and need not make any formal accounting to or in behalf of any member of Island Coast Christian College except upon written demand. The Trustees may, however, as they deem necessary, render an accounting to the members of Island Coast Christian College from time to time for their inspection.

**ARTICLE NINE**  
**TRUST BOND**

NO TRUSTEE shall be required to obtain letters of authority from, or the approval of, any court in the exercise of any power conferred upon him, nor shall any Trustee be required to take an oath or to furnish any bond or other security.

**ARTICLE TEN**  
**CHARITABLE CONTRIBUTIONS**

IT IS THE INTENT of the Creator that the spirit of charitableness be encouraged. To that end, the independent Board of Trustees of this Trust is authorized to make contributions to one or more qualified charitable purposes, either domestically or internationally.

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**ARTICLE ELEVEN**  
**DURATION**

**SECTION 11.1** THE TRUST shall be established for an initial term of ninety (90) years. However, the Trustees shall be empowered, upon unanimous decision of the Trustees, to terminate this Trust at an earlier date, and to extend the term as necessary.

**SECTION 11.2** IF THIS TRUST is reviewed by a court of legal jurisdiction, with respect to the issue of remoteness of vesting, undue duration, or a similar rule and the applicable law has shorter requirements than the rule against perpetuities, then a shorter requirement shall be the intent of the Creator.

**SECTION 11.3** AS THE DATE for dissolution approaches, the Board of Trustees shall proceed in a timely manner with the work of termination and dissolution, and shall distribute the assets of the Trust in accordance with Section 3.1.

**ARTICLE TWELVE**  
**DEADLOCKS AND/OR DISAGREEMENTS**

IN THE EVENT of a deadlock, disagreement, or impasse among the Trustees, or confusion among the Trustees as to the meaning or application of any part of this Trust agreement, the Board of Trustees shall first seek reconciliation according to 1 Corinthians 6, Matthew 18:15-20, and Galatians 6:1-5, and in the absence of a satisfactory resolution, shall institute binding arbitration procedures as provided under applicable law.

**ARTICLE THIRTEEN**  
**OFFICERS AND MANAGEMENT**

**SECTION 13.1** THE TRUSTEES may elect or appoint officers, employees, independent contractors, managers, fiduciaries or such other functionaries, or agents, as they may deem expedient for proper functioning. Any person may hold two or more offices simultaneously with such duties and functions as they are assigned. The Trustees may employ agents, managers, executives, or other employees, or designate third persons to hold funds for any purpose. The appointment and the authority given to such officers and/or managers shall be by the unanimous vote of the Board of Trustees. The Trustees must supervise and retain control over these agents, managers, etc.

**SECTION 13.2** IN THE CONSTRUCTION and administration of this Trust, the express wording and provisions in this Trust are to prevail, its plan and reasonable meaning is to be the foundation for the interpretation of this Trust. When the express words, terms and provisions of this Trust do not regulate the administration of this Trust, the Trustees are to look to the usual, general and prevailing view of law in the administration and management of the Trust. The Trustees are to use their just and wise discretion, within the expressed provisions of the Trust, to guide the affairs of this Trust.

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**ARTICLE FOURTEEN**  
**THIRD PARTIES**

**SECTION 14.1** FOR THE PURPOSE of protecting banks, trust companies, lending institutions, or other third parties who require an assurance of the validity of the acting Trustees for this Trust, it shall be necessary for all current Trustees of the Trust to have their names recorded and certified by the Trust record keeper in the Trust records. Any type of letter or form may be used for this purpose, and shall be signed and certified by at least one other Trustee. All banks, trust companies, lending institutions or other third parties may rely upon such letter or certificates as being the true and accurate state of affairs with respect to the current Trustees of this Trust.

**SECTION 14.2** THIRD PARTIES shall not be subject to any duty to inquire into the authority for, or propriety of, any action taken or contemplated by the Trustees of this Trust. Such third parties, including but not limited to banks, trust companies, title companies, lending institutions or others, may fully rely upon any written action taken by the Trustees. Such written action by the Trustees shall be binding upon this Trust and its assets as fully as if such action had been specifically granted and approved in this Trust agreement. The purpose of this section is not to add to the powers of the Trustees, but is to simplify and speed the effective administration of this Trust by protecting third parties that are relying upon the actions of the Trustees. A further purpose of this section is to protect the privacy and confidentiality of this Trust from the prying eyes of outsiders.

**ARTICLE FIFTEEN**  
**INSURANCE**

THE TRUSTEES are empowered to receive and hold any insurance policies on the life of any person, only if, after the transfer of such policy or policies to the Trust, the Trust is the sole owner of the policy, and could be the designated beneficiary, and the Trust is not legally obligated to maintain those policies. No person who is an insured individual under the said policies shall have any interest in any dividends or other payments derived from such policies while they are in effect.

**ARTICLE SIXTEEN**  
**TRUST PROPERTY**

THE PROPERTY forming the corpus of this Trust is itemized and set forth in Attachment "A" to this Trust agreement and incorporated by reference. Such property is to become a part of the Trust and subject to all of the terms of this Trust agreement.

**ARTICLE SEVENTEEN**  
**INVALIDITY**

IF ANY SENTENCE, paragraph, section or provision of this Trust agreement is held to be unenforceable or invalid, it shall not affect any of the remaining provisions of the Trust, and they shall be given legal effect nonetheless.

DATED this 3 day of June 2004.

**CREATOR'S ACKNOWLEDGMENT**

GREG A. KAPPAS, the Creator, and the following two witnesses, being first duly sworn, do hereby declare that the Creator signed the instrument, and that each of the witnesses, in the presence of the Creator, at the Creator's request, and in the presence of each other, signed as witnesses.

Witness

(1) Sherri Parker  
Sherri Parker  
(Type/Print name)

GREG A. KAPPAS  
GREG A. KAPPAS, Creator

Witness

(2) Robert Krupp  
Robert Krupp  
(Type/Print name)

STATE OF FLORIDA  
COUNTY OF LEE

SUBSCRIBED and sworn before me by GREG A. KAPPAS, the Creator, and the witnesses, Sherri Parker and Robert Krupp, each personally known to me, and who have shown their Florida Drivers' Licenses as proper identification, on this 3 day of June 2004.

My commission expires:

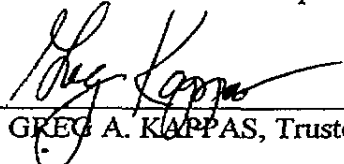
Rebecca J. Morley  
NOTARY PUBLIC



Rebecca J. Morley  
Commission #DD157284  
Expires: Oct 10, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

ORIGINAL TRUSTEES' ACKNOWLEDGMENTS

IN WITNESS WHEREOF, DR. GREG A. KAPPAS, DR. ROBERT KRUPP, and DR. TONY CHESTER hereby sign this Instrument as Trustees to evidence their acceptance of the Trust Agreement.

  
DR. GREG A. KAPPAS, Trustee

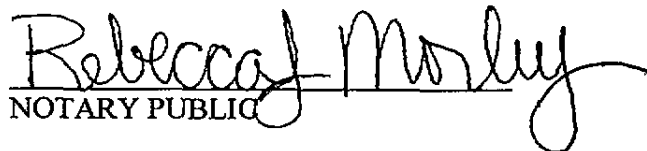
STATE OF FLORIDA  
COUNTY OF LEE

SUBSCRIBED and sworn before me by DR. GREG A. KAPPAS, Trustee, personally known to me, and who has shown his Florida Drivers' Licenses as proper identification, on this 3 day of June 2004.

My commission expires:



Rebecca J. Morley  
Commission #DD157284  
Expires: Oct 10, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

  
NOTARY PUBLIC

STATE OF FLORIDA  
COUNTY OF LEE

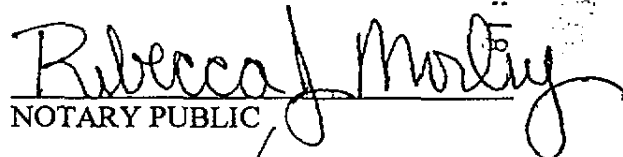
SUBSCRIBED and sworn before me by DR. ROBERT KRUPP, Trustee, personally known to me, and who has shown his Florida Drivers' Licenses as proper identification, on this 3 day of June 2004.

My commission expires:



Rebecca J. Morley  
Commission #DD157284  
Expires: Oct 10, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

  
DR. ROBERT KRUPP, Trustee

  
NOTARY PUBLIC

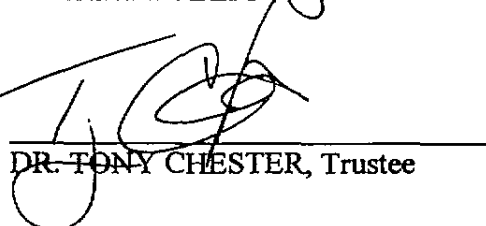
STATE OF FLORIDA  
COUNTY OF LEE

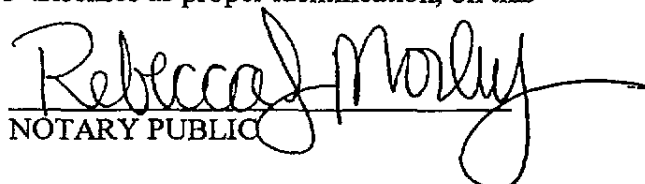
SUBSCRIBED and sworn before me by DR. TONY CHESTER, Trustee, personally known to me, and who has shown his Florida Drivers' Licenses as proper identification, on this 3 day of June 2004.

My commission expires:



Rebecca J. Morley  
Commission #DD157284  
Expires: Oct 10, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

  
DR. TONY CHESTER, Trustee

  
NOTARY PUBLIC

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR  
CHARLOTTE COUNTY, FLORIDA CIVIL ACTION  
FARQUER ENTERPRISES, INC.

Plaintiff,

vs.

Case No. 04-373 CA

ROBERT LEE TADEYESKE,

Defendant. /

**RESPONSE TO REQUEST FOR PRODUCTION**

COME NOW the Plaintiff, FARQUER ENTERPRISES, INC., by and through its undersigned attorney, and responds to Defendant's Request For Production served on April 1, 2004 as follows:

1. None.
2. Attached.
3. Attached.
4. 2003 return is not yet prepared. Plaintiff can locate only its 2001 and 2002 tax returns. Plaintiff's accountant is trying to locate past copies, which will be produced if found.
5. Attached.
6. Unknown at this time. Discovery is continuing.
7. Attached.
8. See Plaintiff's objection already served herein.
9. Attached.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of this document has been furnished by U. S. Mail to CURTRIGHT C. TRUITT, P.A., Attorneys for Defendant, 7780 Cambridge Manor Place, Suite B, FORT MYERS FL 33907 this ~~24th~~ day of ~~May~~ 2004.

2nd JUNE

LAW OFFICE OF RALPH P. RICHARD  
6900 Daniels Parkway  
Suite 29-321  
Fort Myers, Florida 33912  
Telephone: 239-939-2297  
Facsimile: 239-936-7820



RALPH P. RICHARD  
FLORIDA BAR NO. 261106