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FLORIDA DEPARTMENT OF STATE Glenda E. Hood Secretary of State

July 7, 2004

DENNIS D. CAMP, P.A. 351 NE 8TH AVE. OCALA, FL 34470

SUBJECT: THE CAMM ASSET MANAGEMENT COMPANY

Ref. Number: W04000025955

We have received your document for THE CAMM ASSET MANAGEMENT COMPANY and your check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

DECLARATION OF TRUST HAS TO BE FILED PURSUIT TO FLORIDA STATUTES 609.

We are enclosing the proper form(s) with instructions for your convenience.

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) 245-6995.

Wanda Cunningham Document Specialist New Filings Section

Letter Number: 304A00043639

COPY

notenclosed

DENNIS D. CAMP, P.A.

ATTORNEY AT LAW 351 N.E. 8th AVENUE OCALA, FLORIDA 34470

DENNIS D. CAMP, ESQUIRE

TELEPHONE: 352/369-0664 FACSIMILE: 352/402-0028 E-MAIL: DCAMP53504@AOL.COM

July 27, 2004

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

Re:

The Camm Asset Management Company

Ref. Number: W04000025955

Dear Ms. Cunningham:

Pursuant to your letter dated July 7, 2004 (copy enclosed) relative to the above-referenced matter, enclosed please find the Affidavit to the Florida Secretary of State To File or Qualify which has been signed by David Barr, as Chairman of the Board of Trustees and myself as registered agent. I am also returning to you a copy of the Declaration of Trust of the Camm Asset Management Company and Letter of Registration which we originally sent you. Please note, that you still have the check for \$350.00 which we previously sent to you.

Accordingly, if these enclosures meet with the requirements of the State, we ask that you file the enclosed Declaration of Trust and issue a certificate showing that said Declaration of Trust has been duly filed with your office. Thank you.

Please give me a call if you have any questions

Sincerely,

DENNIS D. CAMP, P.A.

DDC:dec

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY

THE CAMM ASSET MANAGEMENT COMPANY

A BUSINESS TRUST

In accordance with section 609.02 of the Florida Statutes, pertaining to Common Laver Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of The Camm Asset Management Company, an Illinois Trust hereby affirms in order to file or qualify The Camm Asset Management Company, in the State of Florida.

- Two or more persons are named in the Trust. 1.
- 2. The principal address is: 8877 Bender Road, North Ridgeville, Ohio 44039
- 3. . The registered agent and street address in the State of Florida is:

Dennis D. Camp, Esquire 351 N.E. 8th Avenue Ocala, Florida 34470

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

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trustunder which the association proposes to conducts its business in Florida.

Name: DAVID BARR

Chairman of the Board of Trustees

SWORN TO AND SUBSCRIBED before me on this 20 day of July 2004.

(SEAL)



14N: WA. 41

Common Law Business Organization (2)
(An internal Revenue Regulation Section 301,7701-4(b) Business Trust)

SECRETARY OF STATE AT TALLAHASSEE, SLORIDA

THIS COMMON LAW CONTRACT IN THE FORMAT OF AN IRREVOCABLE DECLARATION OF
TRUST AUTHORIZES ITS
DIRECTORS TO OPERATE UNDER THE NAME OF

The Camm Asset Management Company (referred to as the Company)

THIS AGREEMENT, CONVEYANCE, and ACCEPTANCE is made and entered into at the time and on the date appearing in the acknowledgment hereto attached, by and between

John C. Stambulis

who drafted the Common Law Business Organization DOCUMENTS as THE CREATOR HEREOF and THE OFFEROR HEREIN

and

David H. Barr

as the INVESTOR AND OFFEREE HEREIN

and

John C. Stambulis and Bonnie J. Barr

ACCEPTORS hereof who shall compose the Soard of Directors and Executive Officers for conducting said business. BE IT KNOWN THAT, the following, sul generic Contract and Declaration in the form of a Common Law Contractual Organization, herein, referred to by the term, Company, is hereby, entered into, this date, pursuant to the Sovereign prerogative of the People of these United States, the common law right to contract, as it exists in the State of residence of the Creator, and as protected by the 1787 Constitution for these United States of America, Article I, \$10 and as a right of property, to be held by one party for the benefit of another, by and between, John C. Stambulis, drafter of this Contract, herein referred to as Creator, and David H. Barr, herein referred to as the INVESTOR, and John C. Stambulis and Bornie J. Barr, herein referred to as the Directors.

The Creator hereby constitutes and appoints the above designated Directors, to be, in fact, Directors of the Company hereby created and established. The INVESTOR for and in consideration of the objects and purposes herein set forth, the cash sum of Ten Dollars in hand paid and other considerations of value, the receipt of which is hereby acknowledged, does hereby agree to sell, assign, convey, and deliver unto said Directors, who are to hold legal title in fee simple and in joint tenancy and not as tenants in common, to collectively act by virtue of this covenant as a Board of Directors under the name herein designated - certain properties, business projects, operations under way or contemplated, dealing in equities, formulae, entities, patents, copyrights, business good-will, or other business desired to be engaged in by said Directors.

The Company name and other things of value constitute a Contract, including rights in reversion or remainder wherever situated, and other things of value, and having its principal place of business at:

8877 Bender North Ridgeville, Ohlo, 44039, Lorain County

The above named Directors, for themselves and their successors, do hereby agree to accept properties real and personal to be conveyed and acknowledge acceptance of and delivery of all of the property specified, together with all the terms of the contract herein set forth agree to conserve and improve the Company, to invest and reinvest the funds of said Company in such manner as to increase the financial rating of the Company during the period of outstanding liabilities of the various properties and enterprises in commerce for gain, exercise their best judgment and discretion, in accordance with The Company Minutes, making distributions of portions of the proceeds and income as in their discretion, and according to the minutes, should be made, make complete periodic reports of business transactions and upon final liquidation, distribute the assets to the Holders as their interests may appear and in all other respects administer said Company in good faith, strictly in conformity hereto.

Directors shall not be less than <u>Order</u> in number after formation, but may be increased for practical reasons beneficial to the Company. The Directors herein mentioned by name, or their successors elected to fill vacancies, shall hold office, have and exercise collectively the exclusive management and control of the Company property and business affairs;

PROVIDED, HOWEVER, that a Director may resign or be removed from office by a Resolution of unanimous concurrence of the remaining Directors when, in their opinion, said Director shall have been guilty of fraud, malfeasance in office, gross neglect of duty, or for cause by the mandate of a court of competent jurisdiction and

PROVIDED FURTHER, that in the event of death, removal from office, or resignation, the Directors shall appoint or elect a successor by the unanimous concurrence of the remaining Directors. Should the entire Board of Directors become vacant, persons named in the minutes of The Camm Asset Management Company as successor Director(s) are hereby appointed to that position.

PROVIDED FURTHER, that in the event that no minutes exist which appoint successor Director(s), the holders of the Certificates of Beneficial Interest of the Company shall appoint one Director, who, in turn, shall appoint any additional Directors, otherwise a Court of Equity may appoint one Director, who, in turn, shall appoint the additional Directors. Should objection be filed to appointment of additional Directors, the same shall be spread upon the Minutes. Any such objection shall deprive the candidate from accepting the Directorship.

The signing and acknowledging of this Agreement by the hereinabove appointed Directors, or the signing and acknowledging of appropriate Minutes by Directors subsequently elected or appointed, shall constitute their acceptance of The Camm Asset Management Company and the Company property, assets, and emoluments thereof shall immediately vest in the new Director or Directors without any further act or conveyance.

DIRECTORS' MEETINGS: By a regular act, Directors may provide for meetings at stated intervals without notice, and special meetings may be called at any time by two or more Directors upon three days' written notice, which may be waived. Meetings by Directors may be held by telephone. At any regular or special meeting, a MAJORITY of the Directors shall constitute a quorum for conducting business. PROVIDED, attimetive action may be taken only upon a MAJORITY vote of all Directors, whether present or absent except that at special meetings called for a special purpose the MAJORITY present may affirmatively act in emergency malters.

[IF THE FOLLOWING PROVISION IS COMPLETED AND SIGNED BY THE DIRECTORS THEN THE PROVISION IS INCLUDED IN THIS CONTRACT:

IN THE ABSENCE OF A MAJORITY VOTE OF THE DIRECTORS, THE VOTE OF

Signed C. C. Director Brance & Barr Director

POWERS OF DIRECTORS: Directors may do anything any individual may legally do in The state of residence of the Company, subject to the restrictions herein noted. They shall continue in business, conserve the property, commercialize the resources, extend any established line of business in industry or investment, as herein especially noted, at their discretion, for the benefit of The Camm Asset Management Company, such as viz. buy, sell, or lease real estate for the surface or mineral rights, buy or sell mortgages, securities, bonds, notes, leases of all kinds, contracts or credits of any form, patents, trademarks, or copyrights, buy, sell or conduct malf-order business, or branches thereof, operate stores, shops, factories, warehouses, or other trading establishments or places of business of any kind, construct, buy, sell, lease, or rent suitable buildings or other places of business, advertise different articles or business projects, borrow money for any business project, pledging the Company property for the payment thereof, hypothecate assets, property, or both, of the Company in business projects, own stock in, or entire charters of corporations, or other such properties, companies, or associations as they may deem advantageous.

A Minute of Resolutions of the Board of Directors authorizing what they determine to do or have done shall be evidence that such an act is within their power. Anyone landing or paying money to the Directors shall not be obliged to see the application thereof. All funds paid into the treasury are and become a part of the ASSETS of The Camm Asset Management Company.

ADMINISTRATION: The Directors shall regard this instrument as their sufficient guide, supplemented from time to time by their resolutions (said resolution to be ratified ALWAYS by a MAJORITY of the Directors then in office and participating in the issuing meeting) covering contingencies as they arise and are recorded in the Minutes of their meetings, which are the Sy-laws, rules, and regulations of The Camm Asset Management Company.

OFFICERS AND MANAGEMENT: The Directors may in their discretion elect among their number an Executive Director, Secretary Director, and Treasurer Director, or any other officers they may deem expedient for proper functioning. Directors may hold two or more offices simultaneously, their duties being such as are usual or are prescribed. They may employ agents, executives, or other employees, or

EXPENDITURES: The Directors shall fix and pay compensation of all officers, employees, agents or contractors in their discretion, and may pay themselves such reasonable compensation for their services as may be determined by a MAJORITY of the Board of Directors.

CONSTRUCTION: The Directors, officers, employees, agents or contractors possess only such authority as awarded them herein or awarded by any subsequent Directors actions. Authority is understood and meant to be similar to that awarded an Executor of an estate wherein the testator directs (disstration): "That my Executor is directed to handle the estate in the manner he thinks to be to the best interest, limited by the terms hereof, without the necessity of resort to the court for permission or approval of any transaction, intending herein to leave open for the court the question of conscientious dealing of my Executor only."

DIRECTORS' DECLARATION OF PURPOSE: Directors purpose shall be empowered to accept rights, title, and interest in and to real and personal properties, whether tangible or intengible, of the INVESTOR HERETO, which are to be the assets of The Camm Asset Management Company, included therein is the exclusive use of the INVESTOR'S lifetime services and ALL of the INVESTOR'S earned remuneration accruling therefrom, from any current source whatsoever, other than wages earned as an employee, so that the INVESTOR can maximize the INVESTOR'S lifetime efforts through the utilization of the INVESTOR'S to execute a private contract for the protection of the INVESTOR'S family and the preservation and growth of the INVESTOR'S assets for future generations, and to achieve the INVESTOR'S religious beliefs and charitable intentions.

THE DIRECTORS by their resolution of purpose may perform and function for any purpose on behalf of any individual, group, or combination of individuals, saverally or collectively.

in such instances, the powers and authority of the Directors shall be defined and limited to the general purposes set forth by the Contract and the Directors' Declaration of Purpose.

The Company shall have authority to provide itself with operating funds through commercial loans, directly secured by assets or income of The Camm Asset Management Company, provided such authority is possessed, in writing, from the Board of Directors of The Camm Asset Management Company.

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If this notice is published, it shall be intended to have the legal effect of giving notice to all persons, companies or corporations extending credit to, contracting with, or having claims against The Camm Asset Management Company, that they must look only to the funds and property of the Company for payment or for settlement of any debt, tort, damage, judgment or decree, or for any indebtedness which may become payable hereunder, that the Directors are NOT personally liable when dealing with the Company properties or maiters.

LIABILITIES: The Directors shall, in the capacity of Directors and not individually, assume or incur only such liability as may attach to said Company property assets. This Director liability shall not in any manner jeopardize their individual or personal holdings and for any losses they should suffer for any reason through services, they shall be reimbursed from Company PROPERTY to the same extent as would non-interested persons.

DOCUMENTS: It is expressly declared that a Common Law Business Organization, generally known as a business trust, is hereby created and that the certificate holders, present or future, neither have nor possess any beneficial interest in the property or assets of said Company, nor shall they be personally liable hereunder, as partners or otherwise, that all legal and equitable interests in the property or assets of said Company is held exclusively by the Directors of the Company. Further, no Director shall be liable for the act or omission of a Co-Director, or any other person, whatsoever, whether employed by such Director or not, or for anything other than their own, personal breach of Contract, nor shall they be personally liable hereunder, as partners or otherwise. It is further expressly intended that the Directors and Certificate of Senaficial interest holders are not associated together in the pursuit of the business purposes hereof in any way. The Directors alone have the duty to carry out the business purposes of this contract. The Certificate holders have only a right to receive distributions, in the nature of a royalty, and not a dividend, when and if the Directors in their sole discretion make such distributions.

CERTIFICATES OF BENEFICIAL INTEREST: The Beneficial Interests, as a convenience, for distribution are divided into One Hundred (100) Units, substantially in the certificate form hereto attached. They are non-essessable, non-transferable (except back to the Company) and the lewful possessor thereof shall be construed the true and lawful owner thereof. The lewful owner may, if he so desires, cause his Beneficial Certificate to be registered with the Secretary of the Directors. The Certificates of Beneficial interest expressly state that the holder of the Certificate expressly agrees that the holder does not have any right, title, or legal interest in the assets of the Company, in law or in equity, nor voice in the management or control of the Company and that moreover, upon the death, insolvency, or dissolution of the holder hereof, the Certificates (and all rights thereunder) shall be absolutely NULL AND VOID. However, all or part of

;

PHONE NO. : 4403270500

Feb. 20 2004 09:39PM

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the Units represented by the Certificate may be transferred before death, insolvency, or dissolution of the holder, but only upon the prior approval of the Directors, and in accordance with the provisions of this Contract creating this Company.

SPENDTHRIF'): The Directors are not to recognize any transfer, encumbering, mortgage, pledge, hypothecation, order, or assignment of any Holder by way of anticipation of any part of the income or principal hereof, and the income and principal of the Company shall not be subject in any manner to transfer by operation of law, unless otherwise herein provided, and shall be exempt from the cisims of creditors and other civilments and from orders, decrees, levies, stischments, garnishments and executions, and other legal or equitable process of proceedings to the fulfast extent permissible by law. Each Holder is expressly prohibited from any of the above acts.

DEATH - INSOLVENCY - BANKRUPTCY: The death, insolvency, or bankruptcy of any certificate holder. or the transfer of his conlificate by gift, devise, or descent, shall not operate as a dissolution of The Camm Asset Management Company, or in any manner affect the Company or its operation of mode of business. Ownership of a Beneficial Certificate shall not entitle the holder to any legal title in or to the Company properly, nor any undivided interest therein, nor in the management thereof nor shall the death of a holder entitle the holders heirs or legal representatives to demand any partition or division of the property of the Company, nor any special accounting but said successor may succeed to the same distributional interest upon the surrender of the certificate as held by the deceased for the purpose of relissue to the then lawful holder or owner.

DURATION - CLOSURE: This Company shall continue for a period of (wenty-five years from date, unless the Directors shall unanimously determine upon an earlier date. The Directors may at their discretion, because of threatened depreciation in values, or other good and sufficient reason necessary to protect or conserve Company assets, liquidate the assets, distribute, and close the Company at any earlier date determined by them. The assets of the Company shall be proportionately and in a pro rate manner distributed to the Holders at which time a taxable transactions may be created, in the event this instrument has been recorded with the Registrar of Deeds, they shall then file with said Recorder a notice that the Company shall ferminote and cease and thereupon, the Directors shall automatically be discharged horeunder, PROVIDED, their administration and distribution has been made in accordance with the terms and provisions of the Contract creating this Company. Otherwise, a court of equity may be invoked to review and contest any test of error.

RENEWAL: At the expiration of this Agreement the then Directors, if they so desire and believe that said Company should not be closed, may renew this Agreement for a like or shorter period. A Resolution of said renewal shall be entered upon the Minutes and also recorded in the Recorder's Office (in the event this Agreement has been recorded) at least 120 days prior to the expiration hereof. Public notice shall be made in a county newspaper of general circulation not less than 60 days prior to the expiration hereof.

RESTRICTIONS: Nothing herein contained shall be construed to authorize the Company to issue Certificates of Beneficial Interest in excess of the number herein provided, nor for a nominal value at variance with the provisions hereof.

PURPORT: The purport of this contract is to convey property to Directors, to constitute the assets of the company, held by the Directors, in joint tenancy for the duration hereof, and to provide for a prudent and economical administration to BEGIN AT ONCE and not to be deferred until after the death of any creator, settler, or maker, as occurs when such Trust Estates are created by Last Will and Testament. The creators, and/or makers of this povenent prefer that the Directors act solety within their constitutional rights as based upon their common law contract rights and immunities vouchsafed to citizens of the United States of America and defined in Article IV, Section 2, PROVIDING, that "Citizens of each state shall be entitled to all privileges and immunities of citizens in the several states," and Article VI, Section 2, PROVIDING that "The Constitution of the United States and the laws made in pursuance thereof shall be the supreme law of the land" and the 14th Amendment thereof, PROVIDING, that "No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States "This contract is intended to create a Common Law Business Organization, generally referred to as a business trust, with the following business purposes, including but not limited to, the protection of property and assets, insulation of personal or business liability, simplified distribution of property and assets, to increase profit structure, to become more competitive in the market place, to obtain more privacy in buying and selling properties or businesses, and to raise capital resources.

Nothing herein contained shall be construed as an intent to evade or contravene any Federal or State Law, nor to delegate to Directors any special power belonging exclusively to franchise of incorporation. The intent of the INVESTOR in The Camm Asset Management Company is to convey to it certain real and personal properties and in so doing the INVESTOR conveys all right, title and interest therein.

By creating this legal entity, the parties to this agreement have exercised their Constitutional Rights to create and execute a private contract, to have in a meeting of the minds and to exchange assets for an adequate consideration in order to create a Common Law Business Organization, generally referred to as a business trust, for the business purposes set out herein.

It is not required that this contract be signed by all parties concurrently and signatures may be notarized separately. If the contract is not signed by all parties concurrently, then the contract will become effective when signed by all parties.

IN WITNESS WHEREOF the Creator hereof and INVESTOR hereto and the Acceptors hereof, for themselves, their heirs, successors, and assigns, have hereunto set their hands and seats in take of the conveyance, delivery, and acceptance of property, assets, or other things of value, and the obligations and duties as herein assumed as Directors of said Company and assent to all atipulations herein as imposed and expressed.

John C. Stanfall (SEAL)	Date signed 12/11/98
John C. Stambulis, Creator Karin J. Rett	•
Withess	
STATE OF Illinois SS. COUNTY OF Cook	
Before me, the undersigned authority, on this day personally Stambulis known to me to be the person whose name is substacknowledged to me that he/she executed the same for purposes under my hand and seal this 07 day of 199	cribed to the foregoing instrument and and consideration therein stated. Given
My commission expires 9/5/2000	OFFICIAL SEAL"
NOTARY PUBLIC Karen J. Retter	KAREN F BITTER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/5/2000
On 186m (SEAL)	Marie Marie Caraca Company
David H. Barr, INVESTOR Witness & Wedder	often.
STATE OF Mile SS. COUNTY of Janain	
Before me, the undersigned authority, on this day personally approximately to me to be the person whose name is subscribed to the forme that he/she executed the same for purposes and considerate and seal this	regoing instrument and acknowledged
My commission expires 6/9/12003	SEAL
NOTARY PUBLIC J. L. Jemeth	•
[]	

Directors of The Camm Asset Management Company

ECRETARY OF STATE LLAHASSEE, FLORIDA LA RITTER LLAHASSEE, FLORIDA A L. RITTER LLAHASSEE, FLORI		nt and	inic \$
CRETARY OF STATE LAHASSEE, FLORIDA Segoing in the	26 A &	strumer	TER
	CRETARY OF LAHASSEE, F	going in	NF. FI

STATE OF PHINES SS. COUNTY OF COOK

Before me, the undersigned authority, on this day personally appeared the above named John C. Stambulis known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein stated.

Given under my hand and seal this 7 day of 1972 SEAL

My commission expires 9/5/3000

NOTARY PUBLIC Karen 9. Retter

KAREN F. RITTER

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/5/2000

Bonnie J. Barr Director Quely & Wed.

STATE OF Ship SS. COUNTY OF FOREIGN

Before me, the undersigned authority, on this day personally appeared the above named Bonnie J. Barr known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein stated.

Given under my hand and seal this day of the 192 SEAL My commission expires 6 12 1 2003

NOTARY PUBLIC J. F. Hem

Letter of Resignation

To.
The Directors Of The Camm Asset Management Company
8877 Bender
North Ridgeville, Okio, 44089

From: John C. Stambulis

Date: 12/10/98 Intials XI

Dean Directors of The Camm Asset Management Company.

Due to circumstances beyond my control, I must kerewith submit my resignation as a Director of The Camm. Asset Management Company, to become effective immediately.

Sincerely,

John C. Stantulis