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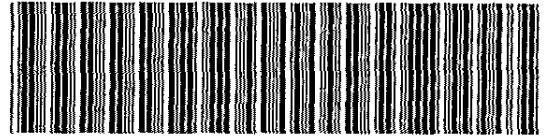
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



September 29, 2004

VIA FEDEX

Florida Department of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

Re: J & B 2004 Trust

Dear Examiner:

Enclosed for filing is an Affidavit to the Florida Secretary of State to File or Qualify J & B 2004 Trust, a Florida Common-Law Trust and a check in the amount of \$358.75 to cover the cost of the filing and one certified copy of the filing.

Please return the certified copy to me using the FedEx envelope provided for that purpose.

If you have any questions, please contact me at (904) 359-2000.

Thank you for your assistance.

Sincerely,

Valerie R. Hodge  
Paralegal

VRH/klb

Enclosures

cc: Robert S. Bernstein, Esq.

FOLEY & LARDNER LLP  
ATTORNEYS AT LAW

ONE INDEPENDENT DRIVE, SUITE 1300  
JACKSONVILLE, FL 32202-5017  
P. O. BOX 240  
JACKSONVILLE, FL 32201-0240  
904.359.2000 TEL  
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CLIENT/MATTER NUMBER  
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WEST PALM BEACH

004.449368.1

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

J & B 2004 Trust

**A FLORIDA COMMON LAW TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to  
Common Law Declarations of Trust, the undersigned, the sole  
Board of Trustee of J & B 2004 Trust, a

Florida (Name of Trust)

Trust hereby affirms in order to file or qualify

J & B 2004 Trust (State)

, in the State of Florida.  
(Name of Trust)

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

2. The principal address is 15065 McGregor Boulevard, Suite 108,

Fort Myers, Florida 33908

3. The registered agent and street address in the State of Florida is:  
Robert D. Hensley, 15065 McGregor Boulevard, Suite 108,

Fort Myers, Florida 33908

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 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.

NOTARY

Name:

Chairman of the Board of Trustees

**Filing Fee: \$350.00**

**Certified Copy: \$ 8.75 (optional)**

CR2E063(3/00)

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04 SEP 30 AM 10:36  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA     )  
COUNTY OF Dee     )

The foregoing instrument was sworn to or subscribed before me this 28<sup>TH</sup> day of, September, 2004, by Robert D. Hensley, Trustee of J & B 2004 Trust, on behalf of J & B 2004 Trust, who is personally known to me or who produced a \_\_\_\_\_ driver's license as identification.



Rita L. Keltner  
Commission # DD 023346  
Expires May 7, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

A handwritten signature in cursive script, appearing to read "Rita L. Keltner", written over a horizontal line.

Notary Public, State of Florida

My Commission Expires: May 7, 2005

## TRUST AGREEMENT

This is a trust agreement effective on the 30th day of September, 2004, and known as **J & B 2004 TRUST**, between **ROBERT D. HENSLEY**, as trustee hereunder (the "Trustee"), and **J & B FLORIDA MANAGEMENT COMPANY, LLC**, a Florida limited liability company (the "Company"), as the grantor and the initial beneficiary hereunder. In consideration of the mutual rights and obligations of the parties as provided herein, the Trustee and the Company agree as provided below.

On or after the effective date of this agreement, the Company intends to convey funds to the Trustee, as trustee hereunder, in order to enable him to acquire one or more aircraft (within the meaning of Section 1.1 of the Federal Aviation Regulations), including helicopters, to be located in Florida, as more fully described on Attachment I hereto. When the Trustee has taken title thereto, or to any other property or any interest therein deeded or titled to the Trustee hereunder, the Trustee will hold it for the uses and purposes and upon the trusts herein set forth.

Upon entry into this trust agreement and creation of the trust herein set forth, the Company is the initial beneficiary, owning 100% of the beneficial interest hereunder, and entitled to the earnings, avails and proceeds of this trust according to the terms hereof.

It is understood and agreed between the parties hereto, and by any person or persons who may become entitled to any interest under this trust, that the interest of any beneficiary hereunder shall consist solely of the right to receive the use, income, earnings and proceeds of the trust estate, and that such right in the avails of the trust estate shall be deemed to be personal property, and may be assigned and transferred as such by any beneficiary; that in case of the death of any beneficiary hereunder during the existence of this trust, his or her right and interest hereunder shall, except as herein specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary hereunder at any time shall have, any right, title or interest in or to any property or asset forming a part of the trust estate, as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the trust nor in any manner affect the powers of the Trustee hereunder.

The beneficial interest of all or a portion of the trust estate held by the Trustee under this Trust Agreement shall be evidenced by a Beneficial Ownership Trust Certificate, substantially in the form of Attachment II hereto, issued by the Trustee.

If any of the property conveyed to the Trustee consists of separate assets or if any interest in an asset is separately identified to the satisfaction of Trustee, then the Trustee, upon the request of the holder of the beneficial interest in such asset, shall issue an equal number of Beneficial Ownership Trust Certificates for such separate asset or separately identified interests. Upon issuance of such separate Beneficial Ownership Trust Certificates, the Trustee shall divide the trust estate into separate shares for each separate Beneficial Ownership Trust Certificate, and each separate share shall be held as a separate trust. Each Certificate shall evidence ownership of only that portion of the trust estate to which such Beneficial Ownership Trust Certificate pertains, and not the entire trust estate. This trust agreement shall then be construed in such instance so as to apply its provisions separately to each of the trusts, the respective Beneficial

Ownership Trust Certificates and to the underlying interests to which such trusts and Certificates pertain.

Any beneficiary may at any time assign all or part of the beneficiary's beneficial interest hereunder as evidenced by a Beneficial Ownership Trust Certificate by written instrument, substantially in the form of Attachment III hereto, executed in the manner provided by Florida law for the execution of deeds of conveyance of real property in Florida. No assignment of an interest therein or hereunder shall be binding on the Trustee until a copy of the assignment, or other evidence of the assignment satisfactory to the Trustee, is given to the Trustee, however. Receipt by the Trustee of an executed original of a notice of assignment, substantially in the form of Attachment IV, shall constitute evidence of the assignment satisfactory to the Trustee. The Trustee will acknowledge and recognize each assignment by executing and delivering to the assignee an acknowledgment of assignment of beneficial interest substantially in the form of Attachment V hereto.

If a Beneficial Ownership Trust Certificate is mutilated, destroyed, lost or stolen, then the Trustee shall, upon the written request of the holder of such Beneficial Ownership Trust Certificate and compliance with all applicable terms of this paragraph, execute and deliver to such holder in replacement thereof a new Beneficial Ownership Trust Certificate dated the same date as, and having thereon the same notation as on the Beneficial Ownership Trust Certificate so mutilated, destroyed, lost or stolen. If the Beneficial Ownership Trust Certificate being replaced has become mutilated, such Beneficial Ownership Trust Certificate shall be surrendered to the Trustee. If the Beneficial Ownership Trust Certificate being replaced has been destroyed, lost or stolen, the holder of such Beneficial Ownership Trust Certificate shall furnish to the Trustee such security or indemnity as may be required by the Trustee to save the Trustee harmless from any damage, loss or liability in connection with such Beneficial Ownership Trust Certificate, and evidence satisfactory to the Trustee of the destruction, loss or theft of such Beneficial Ownership Trust Certificate and of the ownership thereof or the security interest therein.

Upon the issuance or replacement of a Beneficial Ownership Trust Certificate or any notation on and delivery of the Beneficial Ownership Trust Certificate, the Trustee may require from the party requesting such Beneficial Ownership Trust Certificate or such notation, payment of a sum to reimburse the Trustee for, or to provide funds for, the payment of any costs, fees and expenses and any tax or other governmental charge in connection therewith and any charges and expenses connected with such tax or other governmental charge paid or payable by the Trustee.

If the Trustee makes any advances of money on account of this trust or is made a party to any litigation on account of holding title to the trust estate or in connection with this trust, or if the Trustee is compelled to pay any sum of money on account of this trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the Trustee, with interest thereon at the prime rate then charged by Bank of America, N.A., commercial loan department to its most creditworthy corporate borrowers, all such disbursements or advances or payments made by the Trustee, together with expenses, including reasonable attorneys' fees of the Trustee, and that the Trustee shall not be called upon to convey or otherwise deal with the trust estate at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by the Trustee shall have been fully paid,

together with interest thereon as aforesaid. Nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust, however, or to prosecute or defend any legal proceeding involving this trust or any property or interest thereunder, unless the Trustee shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto. If there is more than one Beneficial Ownership Trust Certificate issued under this Trust Agreement and all or a portion of the amounts expended by the Trustee are attributable to an interest allocable to a separate trust or specific Beneficial Ownership Trust Certificate, then the beneficiaries of such separate trust or owner or owners of such Beneficial Ownership Trust Certificate shall indemnify and hold harmless the other beneficiaries of any trust governed by this Agreement.

All beneficiaries shall furnish, pay for and keep in force in the name and for the benefit of the Trustee such insurance (including, without limitation, worker's compensation, public liability and dram shop liability insurance), as the Trustee may at any time or times request, in such companies, in such amounts and against such risks and perils as may be specified by the Trustee, but if the beneficiaries shall fail, neglect or refuse to comply with any such request the Trustee may (but shall not be required to) obtain such insurance and the beneficiaries jointly and severally hereby agree to reimburse the Trustee for the premiums for such insurance, together with interest thereon at the rate specified above.

The beneficiaries of any separate trust governed by this trust agreement, acting unanimously, may by written instrument delivered to the Trustee, amend or modify the trust agreement in any manner, but no such amendment or modification (a) affecting or changing any duty, power, liability or responsibility of the Trustee shall be effective unless accepted in writing by the Trustee and shall not apply to any other trust, (b) shall remove or change the then serving Trustee or (c) effect a revocation of any trust, it being understood and acknowledged that this trust is irrevocable.

It shall not be the duty of any purchaser from the Trustee of the trust estate or of any part thereof to see to the application of the purchase money paid therefor; nor shall any one who may deal with the Trustee be required or privileged to inquire into the necessity or expediency of any act of the Trustee, or of any of the provisions of this instrument.

Any Trustee may at any time resign by sending by registered mail a notice of such Trustee's intention to do so to each of the then beneficiaries hereunder at his or her address last known to such Trustee. Such resignation shall become effective ten days after the mailing of such notices by the Trustee. In the event of such resignation, or in the event of the death, dissolution, incapacity or inability to act of any Trustee, a successor or successors may be appointed by beneficiaries owning at least 60% of the beneficial interest in this trust, and the trust estate shall thereupon pass to and vest in such successor or successors in trust. In the event that no successor in trust is named as above provided within ten days after the mailing of such notices by the Trustee, within ten days after notice thereof is received by the Trustee, then the Trustee may convey the trust estate to the beneficiaries in accordance with their respective interests hereunder, or the Trustee may, at the Trustee's option, file a bill for appropriate relief in any court of competent jurisdiction. The Trustee, notwithstanding such resignation or replacement, shall continue to have a first lien on the trust estate for the Trustee's costs, expenses, and attorney's fees and for the reasonable compensation of the Trustee.

Every successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor. In addition, for so long as the trust owns any FAA registered aircraft, every successor Trustee or Trustees appointed hereunder shall be either a U.S. citizen or a resident alien, as such terms are defined in the Federal Aviation Regulations.

Subject to the provisions and limitations expressly set forth in this trust agreement, the trustees shall have the powers hereinbelow granted, in addition to all powers which are granted by applicable law. The powers hereinbelow granted shall not be exhausted by any use thereof, but each shall be continuing; and each shall continue and be exercisable until all provisions of this trust agreement are fully executed. Any of the powers hereinbelow granted may be exercised without the license or authorization of any court or other legal authority. The determination of the trustees with respect to whether to exercise or not to exercise any power shall be final. Such powers are the powers:

(1) To change the situs of the trust and of any property which is part of the trust to any place in the United States of America or any other country.

(2) Not to file an inventory of the property which is part of the trust nor annual accounts of administration with and not to have any of such property examined by any court where such filing or examination is not required by applicable law.

(3) To retain for any period of time any property which may be received or acquired, even though its retention by reason of its character or otherwise would not be appropriate apart from this provision.

(4) To collect, receive and receipt for rents, profits or other income from any property which may be held.

(5) To expend money or other property in order to collect, sell, manage, conserve or administer any property which may be held, or in order to improve, repair, equip, develop, furnish, maintain, alter, extend or add to any such property.

(6) To sell at public or private sale (including, specifically, the power to initiate or participate in any public offering or underwriting), partition, exchange for like or unlike property, lease for any period of time even though it may be longer than the duration of the trust, modify, renew or extend any lease, grant options upon, release, demolish, abandon, dedicate and otherwise dispose of any property which may be held, upon such terms and conditions, including credit, and for such consideration, even though it may be less than the value at which such property was received or acquired, or for such other benefit, even though it may be intangible, as may be deemed appropriate.

(7) To transfer title to, grant rights in and convey in fee simple or otherwise any property which may be held, free of all trust.



(8) To invest and reinvest in any and all kinds of securities, domestic or foreign, including common and preferred stocks, bonds, debentures, notes, commodity contracts, mortgages and options on property; in money market funds, commercial paper, repurchase agreements, United States Treasury obligations, certificates of deposit, savings accounts, checking accounts and any other cash investment medium; in investment trusts and in common trust funds; in any real property; in any personal or mixed property; in any business, mining or farming operation or other venture; or in any other interest or investment medium, even though such investment would not be of a character authorized by applicable law but for this provision.

(9) Not to diversify the property which may be held, whether such property was originally received or subsequently acquired by exchange, investment or otherwise.

(10) To retain cash for reasonable periods of time in amounts sufficient to meet anticipated needs, including payments of expenses and to beneficiaries.

(11) With respect to regular compensation of the trustees and ordinary expenses incurred in connection with the administration, management or preservation of the trust, to allocate such compensation and expenses between income and principal in the discretion of the trustees, and with respect to property subject to depreciation or depletion, to withhold an amount from trust income in the discretion of the trustees to provide for a reasonable allowance for depreciation or depletion on such property under generally accepted accounting principles.

(12) To do all things necessary, customary or desirable to conduct the affairs of an unincorporated business, mining or farming operation, real estate operation or other venture.

(13) To do all things necessary, customary or desirable to conduct the affairs of any corporation; to act as officer, director, attorney or employee of any corporation; and to place stock in the name of an individual trustee or any beneficiary of the trust in order to qualify such person as a director of such corporation.

(14) Alone or with others, to organize, reorganize, merge, consolidate, recapitalize, dissolve, liquidate or otherwise create or change the form of any corporation, partnership, joint venture or other entity.

(15) To exercise all voting, sale, purchase, exchange or other rights or options with respect to any security or other property which may be held.

(16) To refuse, reject or not to exercise any offer to purchase, option to purchase, voting or other right or option with respect to any security or other property which may be held.

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(17) To participate in any plan or proceeding for protecting or enforcing any right, obligation or interest arising from any property which may be held; to serve as a member of a securities-holder protective committee; and to deposit securities in accordance with any plan agreed upon.

(18) To expend money or other property, whether by bidding in at foreclosure, by making a contribution to capital, by paying an assessment or otherwise, in order to protect any property which may be held.

(19) To pay, contest, compromise, abandon, release, adjust, submit to arbitration, sue on, defend and otherwise deal with and settle any claim in favor of or against the trust or the trustees.

(20) To receive, acquire and retain policies of fire, motor vehicle, airplane, business-interruption, title, liability, fidelity, indemnity or other casualty insurance, either in stock or in mutual companies, in any amount, against any risk in which the trust has an insurable interest; and to acquire and retain policies of liability insurance, surety bonds or similar security, in any amount, to protect the trustees in their individual and fiduciary capacities from any liability or claim of whatsoever nature, including all costs and expenses relating to any such liability or claim, and to pay out of principal or income, in the sole discretion of the trustees, the cost of such insurance, surety bond or other security.

(21) To borrow money or other property for such periods of time, upon such terms and conditions, and for such purposes as may be deemed appropriate; to mortgage, pledge or otherwise encumber any property which may be held as security for any such loan; and to renew, extend or refund any existing loan either as maker or endorser.

(22) With respect to any obligation held, whether secured or unsecured, to reduce the interest rate thereon, to continue it upon and after maturity with or without renewal or extension and without regard to the then value of any security, to foreclose upon the security thereof or to acquire such security without foreclosure.

(23) To keep books of account and to make reports thereof upon such reasonable basis and with such detail as may be deemed appropriate.

(24) To execute any instrument, under seal or otherwise.

(25) To bind absolutely, by any action taken or not taken, all beneficiaries, born or unborn, ascertained or unascertained, of the trust as against any other party; and no party dealing with the trustees shall have any duty to follow any property transferred by such party to the trustees.

(26) To act notwithstanding the self-interest of any of the trustees, including the powers to lease, mortgage or sell any property to or lease or purchase any property from any trustee, to determine the amount of and to receive

their compensation for services as trustees or in any other capacity, except that if a corporate fiduciary has a regularly published schedule of fees, then the compensation of the corporate fiduciary shall be in accordance with such schedule then in effect; in the case of a corporate trustee, to borrow from, deposit money or otherwise deal with its own banking department, to invest in its own stock or stock of any of its affiliates, or to invest in its own common trust fund, and to be interested in any investment, corporation, unincorporated business, farming or mining operation, real estate operation or other venture in which the trust is interested.

(27) To obtain the advice of accountants, attorneys at law, brokers, investment counsel, realtors, appraisers and other experts, and to compensate such experts by salary, commission, fee or otherwise, and to act pursuant to the advice of such experts without independent investigation.

(28) To delegate to one or more trustees or to agents or nominees, wherever such agent or nominee may be located whether within or without the state of the Company's domicile: the authority to execute contracts, checks, documents of title and other instruments, to keep books of account, to prepare reports and tax returns, to hold possession and record ownership of securities, bank accounts and other property or to perform any other ministerial function; the authority to perform the following discretionary functions: the management of any investment, unincorporated business, farming or mining operation, real estate operation or other venture (whether by employing agents, giving proxies, entering into voting trusts or otherwise and whether or not such agency agreements, proxies, voting trust agreements or other arrangements may extend beyond the term of the trusts herein provided) and the selection of the time to acquire or to dispose of any property which may be held; any power, including this power, possessed by the trustees which is necessary, customary or desirable so that the delegate may perform any function delegated pursuant to this paragraph; and to compensate such agents by salary, commission, fee or otherwise.

(29) To enter into binding agreements not to exercise any power which may be possessed upon such terms and conditions and for such reasons as may be deemed appropriate.

(30) To enter into any pooling or unitization agreement.

(31) To advance money on behalf of the trust, for which advances, with any interest, the trustees shall have a lien on the assets of the trust as against any beneficiary.

(32) To permit any beneficiary to have the use, possession and enjoyment of any property held by the trust.

(33) To inspect, review and monitor any property which may be held for compliance with applicable law; to expend money or other property in order to

prevent, abate or clean up any environmental hazard or other contamination with respect to any such property; and to disclaim any power which might cause the trustees to be treated as owners or operators of property under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, including any amendments or successor laws thereto, or otherwise cause the trustees to incur liability under such Act or similar federal, state or local laws.

(34) To retain for any period of time cash or other unproductive property.

(35) To receive, acquire and retain policies and proceeds of policies of life insurance and of immediate and deferred annuities, either in stock or in mutual companies, in any amount, on the life of any beneficiary of any trust created by this trust agreement, or on the life of any person in whom such beneficiary, or any trust created by this trust agreement has an insurable interest; to pay the premiums thereon out of either the income or principal or both of any trust created by this trust agreement which is the beneficiary of such policy or out of which the beneficiary of such policy is eligible to receive income; and to exercise all rights, privileges and options available under such policy.

(36) To loan money or other property, with or without formal evidence of indebtedness, with or without collateral security, for such periods of time and upon such terms and conditions as may be deemed appropriate to any beneficiary of any trust created by this trust agreement, to any business controlled by any such beneficiary, or to any estate or trust of which any such beneficiary is a beneficiary, out of any trust created by this trust agreement from which such beneficiary is eligible to receive income; to make any such loan a lien upon any property payable or distributable to such beneficiary; and to guarantee any loans of any such beneficiary, business, estate or trust.

(37) To receive, acquire and retain any of the property of several trusts created by this trust agreement undivided until division shall become necessary in order to make any payment or distribution, to hold, manage, invest, reinvest and account for the several shares or parts of shares by appropriate entries in books of account, and to allocate to each such share or partial share its proportionate part of all receipts and expenses.

No beneficiary hereunder shall have any authority to contract for or in the name of the Trustee or to bind the Trustee personally.

All trusts created pursuant to this trust agreement shall terminate no later than ninety (90) years after the date hereof, and any property remaining shall be distributed to the respective holders of the Beneficial Ownership Trust Certificates in undivided interests proportionate to their percentage interests.

The Trustee shall receive for its services as Trustee hereunder a reasonable fee to be determined annually by the beneficiaries and the Trustee, and paid by the beneficiaries in

amounts proportionate to their respective interests, and the Trustee shall receive reasonable compensation for any special services which may be rendered by the Trustee hereunder; or for taking and holding any other property which may hereafter be deeded to the Trustee hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay.

Notwithstanding anything herein or elsewhere to the contrary, if any beneficiary, direct or indirect, of this Trust is not a United States citizen or resident alien, within the meaning of Section 47.2 of the Federal Aviation Regulations, such persons shall not (a) have the power to influence or limit the exercise of the Trustee's authority nor (b) have more than 25 percent of the aggregate power to direct or remove a trustee. This Trust is designed to satisfy the requirements of Section 47.7 of the Federal Aviation Regulations in order to hold title to one or more aircraft and effect the registration thereof in the United States and should be interpreted consistently therewith. The Trustee shall have the sole authority to execute any amendments to this Agreement to effect this intent.

The interest of each and every beneficiary under this Trust Agreement is declared to be personal property only.

[The remainder of this page is intentionally left blank.]

Signed in the presence of  
two witnesses:

Rita L. Keltner  
Glen P. Oorjz

TRUSTEE

Robert D. Hensley  
Robert D. Hensley, trustee

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2004, by Robert D. Hensley, as Trustee, who is personally known to me/has produced \_\_\_\_\_ as identification, on behalf of J & B 2004 Trust.

(affix notary seal)



Rita L. Keltner  
Commission # DD 023346  
Expires May 7, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

Rita L. Keltner  
Notary Public-State of Florida  
Print Name: RITA L. KELTNER  
My Commission Number is: DD 023346  
My Commission Expires: May 7, 2005

Signed in the presence of two witnesses:

INITIAL BENEFICIARY

Glen P. Oorjz  
Johan M. Koster  
As to Johan M. Koster

J & B Florida Management Company, LLC  
By: Rapenburch Florida Inc., its Co-Manager  
By: Johan M. Koster  
Johan M. Koster, Its President

Glen P. Oorjz  
Robert D. Hensley  
As to Robert D. Hensley

By: Grosse Pointe Development Company, Inc.,  
its Co-Manager  
By: Robert D. Hensley  
Robert D. Hensley, its President

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2004, by Johan M. Koster, President of Rapenburch Florida, Inc., as Co-Manager of J & B Florida Management Company, LLC, on behalf of the company. (He) She is personally known to me or has produced \_\_\_\_\_.

(affix notary seal)



Rita L. Keltner  
Commission # DD 023346  
Expires May 7, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

Rita L. Keltner  
Notary Public-State of Florida  
Name: RITA L. KELTNER  
Serial #: DD 023346  
My Commission Expires: May 7, 2005

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2004, by Robert D. Hensley, President of Grosse Pointe Development Company, Inc., as Co-Manager of J & B Florida Management Company, LLC, on behalf of the company. (He) She is personally known to me or has produced \_\_\_\_\_.

(affix notary seal)



Rita L. Keltner  
Commission # DD 023346  
Expires May 7, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

Rita L. Keltner  
Notary Public-State of Florida  
Name: RITA L. KELTNER  
Serial #: DD 023346  
My Commission Expires: May 7, 2005

ATTACHMENT I  
DESCRIPTION OF PROPERTY

Aircraft identified as follows:

Make and Model: Bell 430  
Serial Number: 49022; Reg. No. SX-HPM  
Engine Make and Model: (2) Rolls Royce 250-C40B  
Engine Serial Numbers: #1 CAE-44140; #2 CAE-44086



ATTACHMENT II

BENEFICIAL OWNERSHIP TRUST CERTIFICATE

[Describe interest generally - e.g.  
"Gulfstream II"; "Bell Helicopter", etc.]

The interests represented by this Beneficial Ownership Trust Certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold or offered for sale or otherwise disposed of except in accordance with the provisions of the Trust Agreement referred to herein and unless either registered pursuant to such Act or exempt from such registration.

BENEFICIAL OWNERSHIP TRUST CERTIFICATE

[Describe interest generally - e.g.  
"Gulfstream II"; "Bell Helicopter", etc.]

J & B 2004 TRUST

\_\_\_\_\_, 2004

Robert D. Hensley, as trustee (herein, in such capacity, together with its permitted successors and assigns under the Trust Agreement hereinafter referred to as "the Trustee") under that certain Trust Agreement dated as of \_\_\_\_\_, 2004, (and as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof, referred to as the "Trust Agreement", the terms defined or defined by reference therein not otherwise defined herein being used herein with the same meanings), between the Trustee and J & B Florida Management Company, LLC, hereby certifies that the owner of the beneficial interest in the trust estate held under the Trust Agreement is:

J & B Florida Management Company, LLC  
15065 McGregor Boulevard, Suite 108,  
Fort Myers, Florida 33908

and further hereby certifies as follows: (a) this Beneficial Ownership Trust Certificate is a form of Beneficial Ownership Trust Certificate referred to in the Trust Agreement; (b) the holder of this Beneficial Ownership Trust Certificate has 100% percent of the beneficial interest in the property held under the Trust Agreement and is entitled, subject to the Trust Agreement, to (i) control the management and operation of the trust estate, (ii) direct the Trustee to convey or otherwise deal with the title to the trust estate, and (iii) receive the proceeds and avails from any rental, sale, mortgage or other disposition of the trust estate by the Trustee; and (c) the holder of this Beneficial Ownership Trust Certificate, by acceptance of the delivery hereof, agrees to be bound by all the terms of, and shall undertake all of the obligations of a holder of the Beneficial Ownership Trust Certificate pursuant to the provisions of the Trust Agreement.

The holder of this Beneficial Ownership Trust Certificate does not have any legal or equitable right, title or interest in and to any assets constituting a part of the trust estate; such holder does have an interest in the earnings, avails and proceeds of or from the assets forming the Trust Estate, but the interest of such holder hereunder shall for all purposes be personal property only. No transfer, by operation of law or otherwise, of this Beneficial Ownership Trust Certificate or the rights of the holder hereunder shall operate to terminate the Trust Agreement or the trusts thereunder or entitle any successor, transferee or secured party of such holder to an accounting or to the transfer to it of any title of the Trustee to any part of the trust estate. Notwithstanding the foregoing, however, nothing contained herein shall restrict or impair the rights of the holder of this Beneficial Ownership Trust Certificate to direct and instruct the Trustee with respect to the trust estate as provided in the Trust Agreement.

All amounts payable by the Trustee hereunder and under the Trust Agreement shall be paid only from the income of and the proceeds from the trust estate and only to the extent that the Trustee shall have received sufficient income or proceeds from the Trust Agreement. The holder hereof, by its acceptance of this Beneficial Ownership Trust Certificate, agrees that it will look solely to the income of and the proceeds from the trust estate to the extent available for distribution to the holder hereof as provided in the Trust Agreement and that the Trustee is not personally liable to the holder hereof for any amounts payable under this Beneficial Ownership Trust Certificate or the Trust Agreement and, except as expressly provided in the Trust Agreement, is not subject to any liability under the Trust Agreement.

This Beneficial Ownership Trust Certificate may be transferred, sold, assigned or otherwise disposed of and may be pledged or otherwise made subject to a security interest by the holder hereof pursuant to the Trust Agreement.

This Beneficial Ownership Trust Certificate is made, signed, executed, issued, and delivered in \_\_\_\_\_.

IN WITNESS WHEREOF, the Trustee has caused this Beneficial Ownership Trust Certificate to be executed in his name as of the date hereof.

By: \_\_\_\_\_,  
\_\_\_\_\_, trustee

ATTACHMENT III

ASSIGNMENT OF BENEFICIAL INTEREST

This is an assignment of the Beneficial Ownership Trust Certificate attached hereto given by the undersigned assignor ("Assignor") to the assignee ("Assignee") whose name and address are stated below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This assignment pertains to the Trust Agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 2004, between Robert D. Hensley, as trustee under the trust agreement (the "Trustee"), and J & B Florida Management Company, LLC, as the initial beneficiary under the trust agreement. The trust established under the trust agreement is known as J & B 2004 Trust [Describe interest generally - e.g. "Gulfstream II"; "Bell Helicopter", etc.], and the interest of the beneficiary thereunder is personal property only.

In consideration of ten dollars and other valuable considerations paid by Assignee to Assignor for this assignment and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby assigns to Assignee \_\_\_\_% of the beneficial ownership interest (out of a total of 100%) in [ ] under the trust agreement. If the beneficial ownership interest hereby assigned is less than 100%, then Assignee shall hold such beneficial interest as a tenant in common with other beneficiaries under the trust agreement.

This assignment is not to be recorded in the public records of any county in the State of Florida, or elsewhere in the State of Florida, and no such recording shall constitute notice to anyone of the rights of the Assignor or Assignee with respect to the trust agreement or the trust estate.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2004.

ADD APPROPRIATE SIGNATURE LINES FOR ASSIGNOR  
AS REQUIRED BY FLORIDA LAW

ADD WITNESSES AND NOTARY

ATTACHMENT IV

NOTICE OF ASSIGNMENT OF BENEFICIAL INTEREST

This is a notice of assignment of beneficial interest given by the undersigned assignor ("Assignor") and assignee named below ("Assignee") relative to an assignment of beneficial interest made by Assignor with respect to the trust agreement identified below.

This assignment pertains to the trust agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 2004, between \_\_\_\_\_, as trustee under such trust agreement (the "Trustee"), and \_\_\_\_\_, as the initial beneficiary under such trust agreement. The trust established under the trust agreement is known as J & B 2004 Trust **[Describe interest generally - e.g. "Gulfstream II"; "Bell Helicopter", etc.]**, and the beneficial interest therein is evidenced by a Beneficial Ownership Trust Certificate.

Assignor hereby notifies the Trustee of such trust agreement that Assignor has assigned to the assignee named below ("Assignee") \_\_\_\_\_% of the beneficial ownership interest (out of a total of 100%) under the trust agreement by Assignment of Beneficial Interest substantially in the form of Attachment III to the trust agreement, executed by Assignor in the manner provided by Florida law for the execution of deeds of conveyance of real property in Florida, dated the \_\_\_\_ day of \_\_\_\_\_, 2004, and delivered to the Assignee, as allowed and provided for by the trust agreement. The name and mailing address of the Assignee are as set forth below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2004.

(Add appropriate signature lines for Assignor)

ATTACHMENT V

ACKNOWLEDGMENT OF ASSIGNMENT OF BENEFICIAL INTEREST

This acknowledgment of the assignment of beneficial interest identified herein pertain to the trust agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 2004, between \_\_\_\_\_ as trustee under the trust agreement (the "Trustee"), and \_\_\_\_\_, as the initial beneficiaries under the trust agreement. The trust established under the trust agreement is known as J & B 2004 Trust [Describe interest generally - e.g. "Gulfstream II"; "Bell Helicopter", etc.].

\_\_\_\_\_, the Trustee, hereby acknowledges receipt of evidence of an assignment of beneficial interest under the trust agreement from \_\_\_\_\_ to \_\_\_\_\_ ("Assignee"), or other evidence of the assignment satisfactory to the Trustee, and agrees to recognize the Assignee as the owner of the beneficial interest assigned to Assignee.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2004.

Signed in the presence of:

\_\_\_\_\_  
X

as Trustee

\_\_\_\_\_  
Two witnesses