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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
05 MAY 31 AM 8:36

B. McKnight JUN 02 2005

## TRANSMITTAL LETTER

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

**SUBJECT:** Siavosh Bozorgi Family Foundation

Enclosed is an 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:** Richard F. Carlile

Name (Printed or typed)

P.O. Box 8801

Address

Dayton, OH 45401-8801

City, State & Zip

(937) 443-6520

Daytime Telephone number

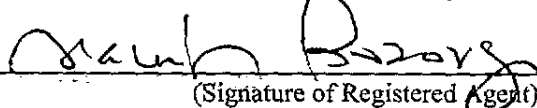
**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE  
TO FILE OR QUALIFY**

SIAVOSH BOZORGI FAMILY FOUNDATION

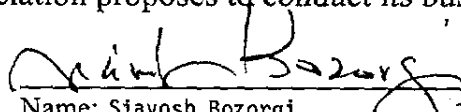
A n Ohio TRUST

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 Siavosh Bozorgi Family Foundation, an  
(Name of Trust)  
Ohio Trust hereby affirms in order to file or qualify  
(State)  
Siavosh Bozorgi Family Foundation in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 430 Grand Bay Drive, Tower II, Apartment 1203,  
Key Biscayne, FL 33149
3. The registered agent and street address in the State of Florida is:  
430 Grand Bay Drive, Tower II, Apartment 1203 Siavosh Bozorgi  
Key Biscayne, FL 33149
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.

  
Name: Siavosh Bozorgi  
Chairman of the Board of Trustees

NOTARY

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

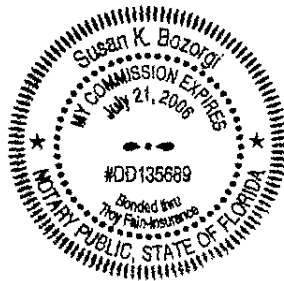
CR2E063(3/00)

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DIVISION OF CORPORATIONS  
05 MAY 31 AM 8:36

STATE OF FLORIDA                     )  
  ) ss:  
COUNTY OF MIAMI-DADE            )

Acknowledged and subscribed before me by SIAVOSH BOZORGI, ☒ who is personally known to me or ☐ who has produced his Ohio/Florida driver's license as identification, and subscribed by me in his presence all on this 23<sup>rd</sup> day of May, 2005.

(SEAL)



Susan K. Bozorgi  
Signature  
Print Name: Susan K. Bozorgi  
Notary Public  
My Commission Expires: 7/21/06

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DIVISION OF CORPORATIONS  
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SIAVOSH BOZORGI FAMILY FOUNDATION

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DIVISION OF CORPORATIONS  
05 MAY 31 AM 8:37

THIS AGREEMENT OF TRUST, made this 27 day of November, 1992 by SIAVOSH BOZORGI (hereinafter referred to as the settlor as the "Settlor") and SIAVOSH BOZORGI (hereinafter referred to as the trustee as the "Trustee"),

W I T N E S S E T H:

THAT, the Settlor, desiring to create a charitable trust for charitable purposes, has assigned, transferred and delivered to the Trustee the sum of \$10.00. The Trustee shall hold all property received by the Trustee hereunder, under and subject to all of the terms, provisions and conditions of this Agreement.

Section 1. The Trust Estate. The Trustee shall hold, manage, invest and, from time to time, reinvest the property held in trust hereunder, and shall dispose of the principal thereof and the net income therefrom exclusively for the uses and purposes hereinafter specified and in accordance with the terms and provisions hereof.

A. Name. The trust is designated and shall be known as the SIAVOSH BOZORGI FAMILY FOUNDATION.

B. Additions to the Trust. The Settlor shall have the right at any time to add other property to the trust property, by assignment, transfer or conveyance or by devise or bequest to the Trustee. The Trustee may, but shall not be required to, receive and accept additional property from any other individual, firm, trust, corporation or other entity. Provided, however, notwithstanding the foregoing, no gift, bequest or devise of any such property shall be accepted by the Trustee if it is conditioned or limited in such manner as to require the disposition of such property or the income therefrom to any person or organization other than a charitable organization or other than for charitable purposes, or shall jeopardize the federal income tax exemption of the trust pursuant to Section 501(c)(3) of the Code.

C. Disposition of the Trust Estate. Until the termination of the trust, the Trustee shall distribute the net income and/or principal of the trust to or for the use of charitable organizations, States or possessions of the United States, any political subdivision of any of the foregoing or to the United States in such amounts and for such charitable purposes as the Trustee shall from time to time select. Notwithstanding the foregoing, the Settlor may, by written instrument delivered to the Trustee, designate the particular charitable organizations, States or possessions of the United States, any political subdivision of the foregoing or to the United States that the Trustee may distribute the net income

and/or principal of the trust from and after a particular time and in such shares or amounts. The Settlor shall have the right from time to time to change such designations by subsequent written instruments delivered to the Trustee. The last such designation by the Settlor shall be binding on the Trustee for all future distributions from the trust after the effective date thereof.

Net income and principal of the trust shall be distributed by the Trustee for use solely within the United States or its possessions. No part of the net income or earnings of the trust shall inure or be payable to or for the benefit of any private shareholder or individual. No part of the activities of the trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation, or the participation in, or intervention in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.

Any other provisions of this Agreement to the contrary notwithstanding, if this trust is a private foundation within Section 509(a) of the Code, the Trustee shall distribute such amounts of the trust estate for each taxable year at such time and in such manner as not to subject the trust to the tax on undistributed income imposed by Section 4942 of the Code.

D. Duration of the Trust. The trust shall continue until the Trustee terminates it and distributes the entire trust estate, income and principal, which action may be taken by the Trustee, in the Trustee's discretion, at any time. Upon such termination, the trust estate shall be distributed to or for the use of charitable organizations, States or possessions of the United States, any political subdivision of any of the foregoing or to the United States. Any portion of the trust estate not so disposed of shall be disposed of by the court of primary jurisdiction of the County in which the principal portion of the then remaining assets are located, exclusively to such charitable organizations and for such charitable purposes as such court shall then select and determine. The Settlor authorizes and empowers the Trustee to form and organize, in the Trustee's discretion, a non-profit corporation limited to the uses and purposes provided for in this Agreement, such corporation to be organized under the laws of any State of the United States as may be determined by the Trustee; such corporation to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this trust. Upon the creation and organization of such corporation, the Trustee is authorized and empowered to convey, transfer, and deliver, in the Trustee's discretion, to such corporation all the property and assets to which this trust may be or become entitled. The charter, regulations and other provisions for the organization and management of such corporation and its affairs and

property shall be such as the Trustee shall determine, consistent with the provisions of this Agreement.

Section 2. Definitions. As used throughout this Agreement,

(a) the term "Trustee" shall be deemed to refer to the trustee or trustees then serving as the trustee or trustees hereunder;

(b) the term "Code" shall refer to the Internal Revenue Code of 1986 as now in force or hereafter amended;

(c) the term "charitable organizations" or "charitable organization" shall refer to such corporations, trusts, funds, foundations, or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, any State, the District of Columbia, or any possession of the United States, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no part of the activities of which is the carrying on of propaganda, or otherwise attempting to influence legislation, and which do not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office; it is intended that the organization described herein shall be entitled to exemption from federal income tax under Section 501(c)(3) of the Code; and

(d) the term "charitable purposes" shall be limited to and shall include only religious, charitable, scientific, literary, or educational purposes within the meaning of those terms as used in Section 501(c)(3) of the Code, but only such purposes as also constitute public charitable purposes under local law.

Section 3. Powers of the Trustee. In the administration of the trust created hereunder and subject to the limitations set forth in Section 4 hereof, the Trustee shall have the following powers and authority, in addition to the powers and authority granted to trustees generally by law or in other provisions of this Agreement, to be exercised in the Trustee's unrestricted discretion, without order, decree, direction, approval or other action of any court:

A. To hold property invested as the Trustee receives it, specifically including stock or other securities issued by any corporation or other organization which is acting as a trustee, regardless of the character of such property, or whether it leaves a disproportionately large part of the trust property invested in one type of property, for such time as the Trustee shall deem advisable;

B. To invest and reinvest the trust property, or any part thereof, in stocks, shares and obligations of corporations, of unincorporated associations or trusts and of investment companies, or in any other kind of personal or real property;

C. To sell, exchange or otherwise dispose of, or to contract to sell or grant options with respect to any property, real or personal, at any time held by the Trustee hereunder, at public auction, by private contract, upon such terms and conditions and at such times as the Trustee may see fit, and to make, execute and deliver all deeds, transfers, receipts, releases, agreements and other agreements, options and other instruments deemed by the Trustee to be requisite or proper for any such purpose; and, in connection therewith, to borrow money and to pledge any and all stocks, bonds, securities and contracts for the future delivery thereof;

D. To hold in the Trustee's name, or the name of the Trustee's or a custodian's nominee or nominees, any security or property held in trust hereunder;

E. To exercise conversion or subscription rights appurtenant to any shares, bonds or other securities at any time held in trust hereunder, and to use such portion of the principal of any trust estate created hereby as may be necessary therefor, or, in the Trustee's unrestricted discretion, to sell any such rights;

F. To vote or refrain from voting all securities (including stock or other securities issued by any corporation or other organization which is acting as a trustee hereunder or any parent organization and/or affiliates of such corporation or other organization) in person or by proxy (including special, limited or general proxies, with or without power of substitution) and to execute proxies to one or more nominees, and, as a security holder, to consent to, approve, authorize and become a party to any reorganization, consolidation, merger, lease or sale of corporate property or other corporate readjustment of any corporation, or any dissolution or liquidation thereof, and to execute such Agreements as may be necessary or appropriate therefor;

G. To improve, manage, protect and subdivide any real estate from time to time forming a part of the trust property; to dedicate parks, streets, highways or alleys and to vacate any subdivisions or parts thereof, as often as desired; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence immediately or in the future, and upon any terms and for any period or periods of time, irrespective of the terms of the trust, and to renew or extend leases upon any terms and for any period or periods of time; to amend, change, or modify leases and the terms and provisions thereof at any time or times hereafter; to consent to the assignment of leases; to contract to make leases and to contract respecting the manner of fixing the amount of present



or future rentals; to partition said property or exchange it, or any part thereof for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about, or easement appurtenant to, said property or any part thereof; to purchase or hold real estate, improved or unimproved, or any reversion in real estate subject to lease; to exercise with respect to any real estate at any time forming a part of any trust estate created hereby any and all powers granted to the Trustee in this Agreement with respect to any other property held in trust hereunder; and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter;

H. To (i) make secured loans to any person, firm or corporation other than the Settlor or the Trustee upon such terms and conditions as the Trustee may deem desirable or proper in the exercise of the Trustee's discretion; to (ii) borrow money from any trustee acting hereunder, or from any other person, firm or corporation upon such terms and conditions as the Trustee may deem desirable or proper in the exercise of the Trustee's discretion, and for such sums so borrowed, to issue a promissory note or notes and to secure the repayment thereof by mortgaging, pledging or otherwise hypothecating any part or all of the trust property;

I. To abandon, adjust, arbitrate, compromise, sue on or defend, and otherwise deal with and settle claims in favor of or against the trust property as the Trustee shall deem best, and the Trustee's decision shall be final and binding upon all parties at interest;

J. To divide or distribute all or any part of the trust property whenever any such distribution is provided herein, in cash or in kind;

K. To extend the time of payment, reduce the interest rate, or otherwise modify the terms, of any obligation at any time comprising a part of the trust property, and to release any security for or guaranty of any such obligation; to foreclose any mortgage securing any such obligation, and purchase the mortgaged property at the foreclosure sale, or acquire the property by deed, conveyance or assignment from the mortgagor without foreclosure, and to retain property bought under foreclosure or taken over without foreclosure for such time as the Trustee shall deem best and dispose of the same by sale, exchange, or otherwise upon such terms and conditions as the Trustee shall deem best;

L. To employ and compensate, out of the principal or income of the trust as the Trustee shall deem proper, agents, accountants, brokers, attorneys and other assistants and

advisors deemed by the Trustee to be necessary for the proper administration of the trust estate;

M. To set up reserves for taxes, assessments, insurance premiums, repairs, improvements, depreciation, obsolescence, and general maintenance of buildings and other property out of rents, profits, or other income received;

N. In general, to do any and every act and thing and to enter into and carry out any and every agreement with respect to the trust property or any part thereof that the Trustee would have the right to do if the Trustee was the individual owner thereof, and as the Trustee may deem in the best interests of the trust estate, without being limited in any way by the grant of specific powers hereinabove made; and

O. The Trustee shall not be required to establish any sinking fund to amortize the premium at which any investment or reinvestment may be purchased or sold.

Section 4. Limitation on Powers of the Trustee. Nothing contained in this Agreement shall be construed to,

A. Permit the Settlor, Trustee or any other person to purchase, exchange, or otherwise deal with or dispose of the principal or the income of the trust for less than an adequate consideration in money or money's worth;

B. Permit the Settlor or the Trustee to borrow any of the principal or income of the trust, directly or indirectly;

C. Permit the Trustee to:

1. engage in any act of self dealing within the meaning of Section 4941 of the Code, if this trust is a private foundation within Section 509(a) of the Code;

2. retain any excess business holdings within the meaning of Section 4943 of the Code, if this trust is a private foundation within Section 509(a) of the Code;

3. make certain investments within the meaning of Section 4944 of the Code, if this trust is a private foundation within Section 509(a) of the Code; or

4. make any taxable expenditures within the meaning of Section 4945 of the Code, if this trust is a private foundation within Section 509(a) of the Code; or

D. Permit the Trustee to perform any act or engage in any activity that would jeopardize the federal income tax exemption of the trust pursuant to Section 501(c)(3) of the Code.

Section 5. Responsibility of Third Parties. The receipt by the Trustee of any money or things paid, transferred or delivered to the Trustee shall be sufficient discharge and it shall not be the duty of any person making any such payment, transfer or delivery, to see to the application thereof for the purposes of any trust created hereby. In no case shall any party dealing with the Trustee be obliged to see that the terms of this Agreement have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged to inquire into any of the terms of this Agreement, and every Agreement executed by the Trustee shall be conclusive evidence in favor of every person relying upon or claiming under the same;

(a) that, at the time of the delivery thereof, the trust created hereunder was in full force and effect;

(b) that such Agreement was executed in accordance with the conditions and limitations contained in this Agreement and is binding upon any party dealing with the Trustee; and

(c) that the Trustee was duly authorized and empowered to execute and deliver every such Agreement.

Section 6. Concerning the Trustee. Subject to the limitations set forth in Section 4 hereof,

A. Liability of the Trustee. The Trustee shall not be responsible for loss which does not result from the Trustee's own gross neglect or willful misconduct, and the Trustee shall not be responsible for loss which results from the acts of the Trustee's agents selected with reasonable care.

B. Accountings. The Trustee shall not be required to make any returns or render an accounting to any court while acting hereunder, nor to secure any orders therefrom or file any appraisals or inventories therewith.

C. Bond. No bond or other security shall be required of the Trustee.

D. Compensation. The Trustee is authorized to pay reasonable expenses incurred in connection with the administration of this trust; provided, however, if this trust is a private foundation within Section 509(a) of the Code, the Trustee shall not violate the self-dealing rules of Section 4941 of the Code.

E. Action of Trustee. All action required by or of the Trustee shall require the agreement of the majority of the trustees then serving hereunder.

F. Exercise of Powers. All powers granted to the Trustee in this Agreement shall be exercised by the Trustee only in a fiduciary capacity. Anything in this Agreement to the contrary notwithstanding, any trustee contributing

securities to the trust shall not, however, have any right to vote or participate in the decision to vote such securities.

Section 7. Irrevocability of the Trust. Except as provided in this Section 7 and paragraph D of Section 1 hereof, this Agreement, and the trust created hereunder, shall be irrevocable, and the Settlor hereby expressly waives all right and power to alter, amend, modify, revoke or terminate this Agreement, in whole or in part. Notwithstanding the above, the Trustee may amend this Agreement during the Settlor's lifetime to change the name of this trust and at any time and in any manner as the Trustee deems advisable to accomplish the purposes of the trust expressed herein so long as such amendment does not disqualify the trust as an organization described in Section 501(c)(3) of the Code.

Section 8. Resignation of the Trustee; Additional and Successor Trustees. Any trustee may resign at any time as trustee of the trust by delivering a written notice of such resignation not less than 30 days prior to the effective date thereof to each other trustee then serving hereunder. If SIAVOSH BOZORGI shall resign or for any other reason cease or be unable to serve as Trustee, and no successor is designated as provided herein, then DARIUS A. BOZORGI and SUSAN K. BOZORGI shall, upon acceptance by the trust, succeed to and be vested with all of the title, powers, discretion, privileges, duties and immunities of the Trustee hereunder.

The Trustee may designate such additional and/or successor trustee or trustees who shall, upon acceptance of the trust, succeed to and be vested with all of the title, powers, discretions, privileges, duties and immunities of the Trustee. If a trustee shall resign or for any other reason cease or be unable to be the Trustee hereunder, and there is no Trustee serving hereunder, then such financial institution or trust company, as may be designated by a Senior Judge of the Probate Court of Montgomery County, Ohio shall, upon acceptance of the trust, succeed to and be vested with all of the title, powers, discretions, privileges, duties and immunities of the Trustee hereunder. In so designating such successor such judge shall be acting as an individual and not in a judicial capacity.

If any financial institution or trust company serving as a trustee hereunder, by sale, merger, consolidation, reorganization or otherwise, shall be merged or consolidated with any other financial institution or trust company authorized to do a trust business in a state in the United States, the merged or consolidated financial institution or trust company resulting therefrom shall succeed to and be vested with all of the title, powers, discretions, privileges, duties and immunities of the Trustee hereunder.

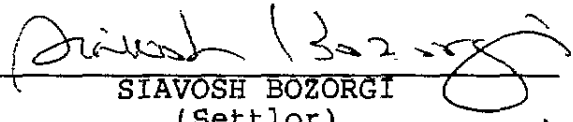
Section 9. General Provisions.

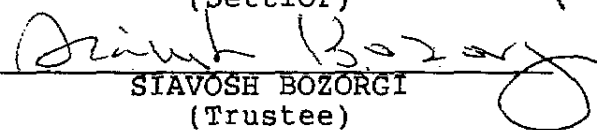
A. Headings. The word headings of the Sections of this Agreement are supplied solely for the purpose of facilitating reference to such Sections, subsections, paragraphs and subparagraphs and shall not in any way alter, amend, supplement, subtract from or otherwise change this Agreement or any part thereof.

B. Construction. This trust has been accepted by the Trustee under the laws of the State of Ohio, and all questions pertaining to its validity, construction and administration shall at all times be determined under and in accordance with such laws.

C. Execution. This trust may be executed in one or more counterparts, each of which will be deemed to be an original, and it will not be necessary in making proof of this trust to produce or account for more than one of such counterparts.

IN WITNESS WHEREOF, the Settlor and the Trustee have made this Agreement on the day and year first above written.

  
\_\_\_\_\_  
SIAVOSH BOZORGI  
(Settlor)

  
\_\_\_\_\_  
SIAVOSH BOZORGI  
(Trustee)

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FIRST AMENDMENT TO SIAVOSH BOZORGI FAMILY FOUNDATION

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
05 MAY 31 AM 8:37

THIS FIRST AMENDMENT TO AGREEMENT OF TRUST (this "First Amendment") is made this 12th day of March, 1993 by SIAVOSH BOZORGI (hereinafter referred to as the "Settlor" and the "Trustee") under the following circumstances:

A. The Settlor and the Trustee have entered into that certain Agreement of Trust dated November 27, 1992 (the "Siavosh Bozorgi Family Foundation");

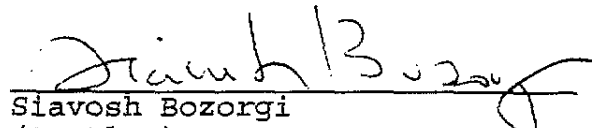
B. The Internal Revenue Service has requested that the Siavosh Bozorgi Family Foundation be amended to clarify the charitable purposes of the Siavosh Bozorgi Family Foundation; and

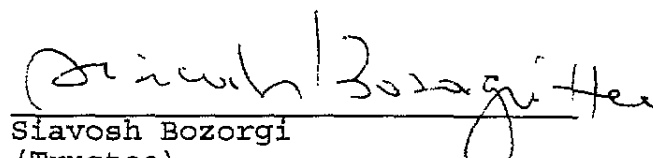
C. Section 7 of the Siavosh Bozorgi Family Foundation authorizes the Trustee to amend the same during the Settlor's lifetime in any manner the Trustee deems advisable to accomplish the purposes of the Siavosh Bozorgi Family Foundation, so long as such amendment does not disqualify the Siavosh Bozorgi Family Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, the Trustee hereby amends the Siavosh Bozorgi Family Foundation by adding at the end of paragraph D of Section 1, the following two new sentences:

If the Trustee exercises the Trustee's discretion and forms a non-profit corporation as provided in this paragraph, then such non-profit corporation shall be organized exclusively for charitable purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code. In addition, for purposes of this paragraph, if the Trustee makes any distributions to the United States or any political subdivision, then such distributions must be exclusively for public purposes.

IN WITNESS WHEREOF, the Settlor and the Trustee have made  
this First Amendment on the day and year first above written.

  
Slavosh Bozorgi  
(Settlor)

  
Slavosh Bozorgi  
(Trustee)