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2006 MAR 22 P 3:44

SECRET  
TO THE PUBLIC  
10/10/06

WOC

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

Pompano Civic Action Committee

A Florida 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 Pompano Civic Action Committee

(Name of Trust)  
Florida Trust hereby affirms in order to file or qualify  
(State)  
Pompano Civic Action Committee, in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is Pompano Civic Action Committee,  
c/o Charles Pace, 1370 S. Ocean Dr., Unit 2702, Pompano Beach, FL 33062
3. The registered agent and street address in the State of Florida is:  
Charles Pace  
1370 South Ocean Drive, Unit 2702, Pompano Beach, FL 33062
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.

CHARLES PACE

(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: CHARLES PACE

Chairman of the Board of Trustees

NOTARY

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

CR2E063(3/00)

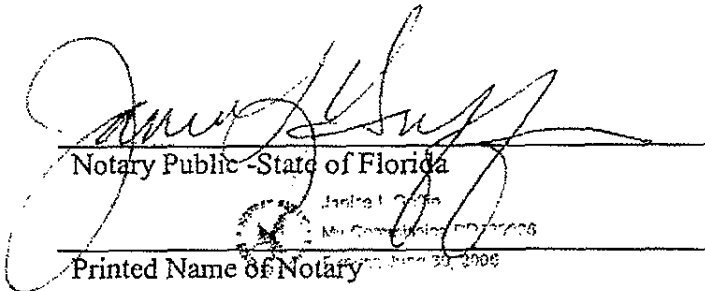
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2006 MAR 22 P 3 41  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

STATE OF FLORIDA

COUNTY OF

Palm Beach )  
:ss.

The foregoing instrument was acknowledged before me this 21st day of March 2006,  
by Charles Pace who is (S) personally known to me or ( ) who has produced  
\_\_\_\_\_ as identification.

  
Notary Public - State of Florida

Printed Name of Notary

My Commission Expires:

FILE NO. 2002-1171 IN CONVICTIONS SERVICE CURFIC 4451 TO 510615550304 P.02

TRUST AGREEMENT

THIS TRUST AGREEMENT (the "Trust Agreement"), dated this \_\_\_\_ day of January, 2002, entered into between CHARLES PACE, whose address is <sup>1370</sup>1780 South Ocean Drive, Unit #~~7702~~, Pompano Beach, Florida (herein called the "Trustee," which designation shall include all successor Trustees), and the Members of the Pompano Civic Action Committee (the "PCAC"), as listed on the Exhibit "A" attached, as amended from time to time, whose address is Pompano Civic Action Committee, c/o Charles Pace, <sup>1370</sup>1780 South Ocean Drive, Unit #~~7702~~, Pompano Beach, Florida [herein called the "Beneficiaries," whether one (1) or more, which designation shall include all successors in interest to any Beneficiary],

WITNESSETH:

WHEREAS, the Beneficiaries have, or are going to convey to the Trustee, as Trustee under this Agreement, funds intended for the purpose of promoting the objectives of the PCAC, and when the Trustee has received such funds conveyed to him as Trustee under this Agreement, he will hold the same IN TRUST for the following uses and purposes, subject to the following terms and conditions, and upon the trust herein set forth;

IT IS, THEREFORE, UNDERSTOOD AND AGREED between the parties hereto and by any person or persons who may become entitled to any interest under this trust as follows:

1. Subject to the power of direction hereinafter provided, the Trustee hereunder shall have and are hereby granted full power and authority to deposit the trust funds into an account under the name of the Pompano Civic Action Committee, and to manage and disburse the trust funds to further the objectives of the PCAC.
2. The Beneficiaries of this trust shall be entitled to an accounting of the trust funds conveyed to the Trustee under this Agreement, upon reasonable request, from time to time.
3. Pursuant to the powers and rights hereinafter set forth and granted to the Trustee, said Trustee shall and will hold, disburse or otherwise deal with the trust funds as authorized by the PCAC.

4. The interest of any such Beneficiary or Beneficiaries hereunder (or their successors in interest or any of the persons claiming under them or any of them as hereinafter provided) shall consist solely of a power of direction as to the trust funds, and may not be assigned or transferred by Beneficiary.

The death or the termination of any Beneficiary hereunder shall not terminate this trust nor in any manner affect the power of the Trustee hereunder. It is further understood and agreed that no Beneficiary now has nor at any time shall have any right, title or interest in or to any portion of said trust funds other than such Beneficiary's prorata share of any surplus funds remaining at the time of termination of the Trust.

5. Nothing herein contained shall be construed as imposing any obligations upon the Trustee to file any income, profit or other tax reports or schedules.

6. Any obligations or indebtedness which may be incurred or entered into by the Trustee on behalf of the PCAC may be entered into by the Trustee in the name of the PCAC as the attorney-in-fact, hereby irrevocably appointed for such purpose, or, at the election of the Trustee, in the Trustee's name as trustee of an express trust. The Trustee shall have no obligation whatsoever with respect to any such obligation or indebtedness except to the extent that the trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

7. No party dealing with the Trustee or any successor Trustee shall be obliged to see that the terms of this trust have been complied with, be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of this Trust Agreement, and any instrument executed by the Trustee as Trustee shall be conclusive evidence in favor of every person relying upon or claiming under such instrument (a) that at the time of delivery thereof, the trust created by this Trust Agreement was in full force and effect; (b) that such instrument was executed in accordance with the trusts, conditions and limitations contained in this Trust Agreement and all amendments hereof, if any, and binding upon all Beneficiaries under this Trust Agreement; (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument; and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors in trust has been properly appointed and is fully

vested with all of the title, estate, rights, powers, authorities, duties and obligations of his, her or its predecessor in trust.

8. This Trust Agreement shall not be placed on record in Broward County or elsewhere, but if, for any reason, same is so recorded, such recording shall not be considered as notice of the rights of any person hereunder derogatory to the title or powers of the Trustee.

9. The Trustee may resign at any time by sending a notice of the Trustee's intention to do so by registered mail to each of the then Beneficiaries hereunder at his, her or its address last known to the Trustee. Such resignation shall become effective ten (10) days after the mailing of such notice by the Trustee. In the event of such resignation, a successor or successors may be appointed by the person or persons then entitled hereunder to direct the Trustee in the disposition of the trust funds, and the Trustee shall thereupon convey the trust funds to such successor or successors in trust.

10. Every successor Trustee or Trustees appointed hereunder shall become fully vested with all of the estate, properties, rights, powers, trusts, duties and obligations of his, her, its or their predecessor.

11. This trust may be terminated upon written consent of at least fifty-one percent (51%) of the then named Beneficiaries.

12. This Trust Agreement shall not be deemed to be, create or evidence the existence of a corporation, de facto or de jure, a Massachusetts trust or association in the nature of a corporation, de facto or de jure, or a co-partnership or a joint venture by or between the Trustee and the Beneficiaries hereunder or by or between the Beneficiaries hereunder. This Trust Agreement shall be deemed to create only a common-law trust, and the rights and obligations of the Beneficiaries hereunder shall be solely those of co-owners of the trust funds. No Beneficiary hereunder shall have any authority to contract for or in the name of the Trustee or any other Beneficiary or to bind the Trustee or any other Beneficiary personally.

13. The Trustee may, at the Trustee's sole and absolute election, procure and pay for public liability insurance to assure and indemnify himself against claims of third persons in such amounts and in such companies as the Trustee shall reasonably select and determine, in which policies

of insurance the Beneficiaries hereunder shall also be named as beneficiaries and insured thereunder as their interests may appear, and the Beneficiaries hereby covenant and agree to pay to the Trustee the costs of such insurance upon demand.

14. The Trustee shall not be required, in dealing with the trust property or in otherwise acting under this Trust Agreement, (a) to enter into any individual contract or other individual obligation whatsoever nor (b) to make himself individually liable to pay or incur the payment of any damages, attorneys' fees, fines, penalties, forfeitures, costs, charges or other sums of money whatsoever. The Trustee shall have no individual liability or obligation whatsoever arising from his position as Trustee or with respect to any act done or indebtedness incurred by him in dealing with the trust funds or in otherwise acting under this Trust Agreement, except to the extent the trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge of such liability or obligation.

15. If the Trustee should pay or incur any liability to pay any money on account of this trust or incur any liability to pay any money on account of being made a party to any litigation in connection with this Trust Agreement, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the Beneficiaries will indemnify and hold the Trustee harmless of and from any and all payments made or liabilities incurred by him for any reason whatsoever as a result of this Agreement. All of such amounts so paid by the Trustee hereunder shall constitute a lien on the trust property. The Trustee shall not be required to advance or pay out any money on account of this Trust Agreement or to prosecute or defend any legal proceedings involving this trust or any property or interest under this Trust Agreement unless it shall be furnished with funds sufficient therefor or be indemnified to its satisfaction.

16. This Trust Agreement contains the entire agreement between the parties hereto and shall not be terminated, amended or supplemented except by another agreement in writing duly executed by the Trustee then acting and by all of the then-existing Beneficiaries hereunder.

17. This Trust Agreement shall for all purposes be deemed to be executed under, to be subject to, and construed in accordance with the laws and statutes from time to time effective and in force in the State of Florida.

18. Copies of this Trust Agreement or any amendment or supplement hereto, certified by the Trustees to be true and correct copies of the original Trust Agreement or any amendment or supplement hereto, shall be satisfactory evidence thereof for all purposes.

19. This Trust Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the due execution hereof the day and year first above written.

Witnessed:

Valerie Lucette Jolyoff

TRUSTEE:

CHARLES J. PACE

BENEFICIARIES:

SEE ATTACHED EXHIBIT A