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(Requestor's Name)

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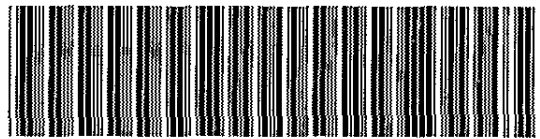
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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06 AUG 23 PM 3:12  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

## TRANSMITTAL LETTER

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

SUBJECT: TWO FILINGS (A) BANYAN TREE PROPERTIES,  
(B) PMIG ENTERPRISES

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for: each;

### FEES:

Declaration of Trust

\$350.00 X 2 = 700.00

### OPTIONAL:

Certified Copy

\$ 8.75 X 2 = 17.50

\$ 717.50

FROM: MARK OWENS, TRUSTEE  
Name (Printed or typed)

c/o 8374 MARKET ST #107  
Address

LAKEWOOD RANCH, FLORIDA 34202  
City, State & Zip

(704) 726-2680  
Daytime Telephone number

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

**BANYAN TREE PROPERTIES**

**A Common Law TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to  
Common Law Declarations of Trust, the undersigned, the Chairman of the  
Board of Trustees of **BANYAN TREE PROPERTIES**, a

**FLORIDA** (Name of Trust)

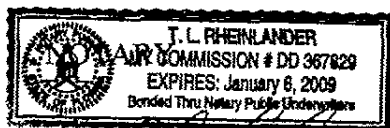
Trust hereby affirms in order to file or qualify  
(State)  
**BANYAN TREE PROPERTIES**, in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is **8374 MARKET STREET, SUITE #107**  
**LAKEWOOD RANCH, FLORIDA 34202**
3. The registered agent and street address in the State of Florida is:  
**MR CURT OWENS, AGENT**  
**care of: 5943 River Forest Circle, Bradenton, Florida 34203**
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.

*Curt Owens*

(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.



*[Signature]*  
Name: **TRUSTEE, BANYAN TREE PROPERTIES**  
Chairman of the Board of Trustees

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

*[Signature]*  
CR26862 (3/00)

FILED  
06 AUG 23 PM 3:12  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Common Law Declarations of Trust*  
for  
***Banyan Tree Properties***  
An Irrevocable Trust

THE UNDERSIGNED, constituting the Board of Trustees under that Trust Agreement last dated the 7th day of March, A.D. 2006, hereby warrants the following:

The preceding copy of the Declarations of Trust  
[Contract and Indenture], is certified true this 17<sup>th</sup> day of August, AD 2006.

FLORIDA UN-NOTARIZED OATH:

Knowing the punishment for bearing false witness before ALMIGHTY GOD and Men, I solemnly aver and make this un-notarized oath, as set forth in Section 92.525, Florida Statutes, under penalties of perjury, and declare that I have read the foregoing and that the facts stated in it are true and correct to the best of My knowledge and belief.

1s/ Mark T. Owens  
Trustee, Board of Trustees for  
Banyan Tree Properties

*Common Law Declarations of Trust*  
*For*  
*Banyan Tree Properties*

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CLERK OF STATE  
TALLAHASSEE, FLORIDA

THIS TRUST AGREEMENT entered into on the 7th day of March, A.D. 2006 between the "TRUSTOR", of Sarasota County, Florida, and the fiduciary for the benefit of beneficiaries in Sarasota County, Florida, hereinafter referred to as "TRUSTEE," agrees:

**I ARTICLE - PURPOSE OF TRUST.** The TRUSTOR has established this irrevocable, Common Law Trust for the purpose of providing for the needs of the beneficiary herein. By the trust, TRUSTOR is divesting themselves of all incidents of ownership of the corpus of the trust. The TRUSTOR hereby declares that this Trust Agreement, as pertaining to the assets herein conveyed and accepted as part of this exchange (and all such assets as shall hereinafter come into the possession of this Common law trust,) totally and completely nullifies and voids all previous Wills, Testaments and Trusts of the TRUSTOR, if any, in regards to or involving said specific properties.

**II ARTICLE - CORPUS OF TRUST.** The TRUSTOR has delivered to the TRUSTEE the following property fully described in **Schedule A**, attached to and made part of this trust agreement, the receipt of which property is acknowledged by the Trustee.

Further, such property, together with any other property that may later become subject to this trust, shall constitute the trust estate, and shall be held, administered, and distributed by the TRUSTEE, for the purposes, which are set forth herein.

The TRUSTOR shall have the right to make additions to the corpus of the trust, provided that the same are similar assets of the TRUSTOR, or, other property, which the TRUSTEE is willing to accept. TRUSTEE shall not be required to accept any proffered additions to the corpus.

In the event that pursuant to ARTICLE V of this trust, any dividends are earned on the corpus/estate, above trust expenses, the dividends shall be added to the trust expense/management account.

**III ARTICLE - OWNERSHIP RIGHTS OF THE TRUSTEE.** The TRUSTEE, through the unanimous agreement and decisions of the BOARD OF TRUSTEES, shall have all of the incidents of ownership in such corpus. The TRUSTOR shall have no reversionary interest or control over the corpus.

TRUSTOR shall have no individual or personal right to exercise any of the incidents of ownership in regard to the trust corpus/estate in his name. The TRUSTOR shall execute any and all documents necessary to provide for the complete transfer of ownership of all assets to the BOARD OF TRUSTEES, and upon the request of the TRUSTEE shall provide any reasonable cooperation to the TRUSTEE.

**IV ARTICLE - REVOCATION AND AMENDMENT.** This trust is irrevocable, and may not be altered, terminated or changed in any respect by the TRUSTOR. However, while living and competent the TRUSTEE shall at all times, by written notice, have all rights and powers to increase the number of Trustees, to remove Trustees, to add Successor Trustees, rename or change any beneficiary; amend any provision hereof to such extent as may be acceptable to his discretion and sell, pledge, mortgage or encumber any part of the trust estate.

**V ARTICLE - MANAGEMENT OF THE TRUST.** In addition to all other powers and discretions granted to or vested in the Trustee by law or by this instrument, the Trustee shall have the following powers and discretions:

During the life of the TRUSTOR, this Trust, through a named TRUSTEE shall hold property of any kind in trust title, FEE SIMPLE, as fiduciary for the benefit of beneficiaries.

These powers include, but are not limited to the ability to do all such acts, exercise all such rights and privileges in the management of the trust estate as if the absolute owner:

To hold, manage, operate, control, repair, preserve, improve, partition, subdivide, sell (at public or private sale for cash or credit) convey, exchange, convert, grant options on, or otherwise deal with trust property. To loan, invest and reinvest the trust estate or any part thereof. To encumber, lease, manage, control, pledge, hypothecate, mortgage or dispose of any property of the trust estate. To hold securities or other property in the Trustee's own name or in the name of the trust ("***Banyan Tree Properties,***") without disclosing any fiduciary relationship or named beneficiary. The trustee is not liable for any loss sustained or incurred by this trust, other than for fiduciary misconduct and/or malfeasance.

Any income or dividends paid on such corpus/assets shall be held by the TRUSTEE in trust, provided, that TRUSTEE may pay any expenses of the trust from such income. Any dividends or other earnings of the corpus of the trust, above expenses shall be kept in a reserve (checking account/money market account) for trust expenses and management costs. The Trustee in his discretion may determine what is principal or income and what shall be charged or credited to either, and his judgment shall be binding on everyone beneficially interested hereunder. All undistributed income shall be added to principal.

The SUCCESSOR TRUSTEE shall maintain sole discretion regarding when to distribute the corpus of the trust, in the following order:

- (i) to the expenses of the trust;
- (ii) to the beneficiaries listed in the Register of Capital Certificate holders;  
(representing all shares).

The interest of the beneficiaries of this trust shall not be assignable, and beneficiaries shall not have the right to pledge, assign, convey, or otherwise transfer, lien or encumber any portion of the income or principal of the trust. All payments provided for by the beneficiaries herein shall be made directly to them or their guardians as is provided herein.

Upon disbursement of the funds, the trust shall terminate.

**VI ARTICLE - TRUSTEE AND SUCCESSOR TRUSTEE.** The Trustee, or any successor, may resign at any time upon giving written notice, ten (10) days before such resignation shall take effect, to the TRUSTOR, if then living.

After the death of the TRUSTOR, said notice shall be given to all adult beneficiaries who may be receiving or entitled to receive income hereunder. TRUSTOR shall have no right to discharge, instruct or change the TRUSTEE after the execution of this agreement. Should any TRUSTEE be unable to continue his or her duties due to death, resignation or removal from office, should such happen, the SUCCESSOR TRUSTEE shall be nominated. This SUCCESSOR shall become an active member of the Board of Trustees upon their written acceptance of the duties of TRUSTEE hereunder. In the event that SUCCESSOR TRUSTEE does not serve for any reason, the alternate SUCCESSOR TRUSTEE shall be the then current Board of Trustees of **PMIG ENTERPRISES**, irrevocable trust.

All discretions granted to or vested in the TRUSTEE by any provision of this instrument are to be exercised in the sole and absolute discretion of the TRUSTEE.

Any instrument executed by the TRUSTEE shall be binding on all parties hereto and on all beneficiaries hereunder. No person paying money to the TRUSTEE need see to the application of the money so paid.

The TRUSTOR of this common law trust shall prepare and execute a "Letter of Wishes," which documents shall at all times be retained in the permanent records of this common law trust, for the instruction of Successor Trustees, Personal Representatives and for the benefit of the Beneficiaries of **Banyan Tree Properties**.

**VII ARTICLE - INDEMNITY AND EXPENSES FOR THE TRUSTEE.** The TRUSTEE shall be entitled to indemnity for any expenses or claims related to the trust, provided that the TRUSTEE's transactions and acts were in good faith. No bond shall be required of any Trustees or their successor.

No entity dealing with the TRUSTEE shall be required to investigate or to confirm the TRUSTEE's authority to enter into any transaction or to administer the application of the proceeds of any transaction.

If the TRUSTEE is an individual, then the TRUSTEE shall serve without compensation, but with reimbursement for reasonable and ordinary expenses. Nevertheless, the TRUSTEE if an attorney shall be entitled to compensation for legal services rendered to the trust; if an accountant, for accounting services rendered to the trust, or if a financial consultant, for consulting services rendered to the trust. If the TRUSTEE is a corporation or banking entity, it shall be entitled to customary, reasonable and ordinary charges and expenses incurred in rendering services to the estate.

**VIII ARTICLE - PERPETUITIES SAVINGS CLAUSE.** Notwithstanding anything to the contrary herein contained, the trust created by this agreement shall have an initial period for existence of ninety-nine (99) years and may be terminated or renewed at that or another time by the unanimous vote from the then current Board of Trustees.

Upon termination at the end of said term, or at the discretion of the Board of Trustees of **Banyan Tree Properties** as provided herein, this same Board shall at that time timely pay all remaining obligations of this Common law trust and all issue of beneficiaries living shall be distributed as provided in ARTICLE V.

Upon receiving receipts for the distribution of the remaining assets to the Certificate Holders, the Board of Trustees of **Banyan Tree Properties** shall at that time be automatically discharged hereunder, provided that its administration and distributions have been made in accordance with the terms and provisions of this Indenture.



By the unanimous vote of the Board of Trustees of **Banyan Tree Properties** at its own discretion and without external influence, this same Board may at any time cease and terminate this common law trust at a date earlier than the designed term due to any condition or circumstance that may at any time threaten the value of the Corpus/Estate of this common law trust, or due to any reason determined by the Board of Trustees of **Banyan Tree Properties** to be good cause.

A Board of Arbitration or court of competent jurisdiction may at that time be called upon to review and correct any tort or error, if necessary.

**IX ARTICLE - LITIGATION OR COMPROMISE OF CLAIMS.** The TRUSTEE may compromise, or abandon, at TRUSTEE's option any claim or claim against the trust, or subject the same to arbitration. Or, the TRUSTEE, in his or her absolute discretion, may litigate any claim in favor of or against the estate.

**X ARTICLE - GOVERNING LAW -- SEVERABILITY.** Any litigation arising in connection with this document will be adjudicated under the common law, Laws of the Holy Bible, and laws the State of Florida. In the event any portion of this agreement shall be found to be not supportable under Florida Laws and Statutes, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception. In like manner, any obligations of either party, which may become law shall be binding on both parties as if included herein. If any provision herein is found by a court of competent jurisdiction to be invalid, the remainder shall govern.

Dated effective this 7th day of March, in the year of our Lord and Savior, Two thousand and six.

**WE** affirm that we have executed this instrument as a free and voluntary act and deed upon the date/s and at such places as shown. Knowing the punishment for bearing false witness before the Almighty Father and Men, We solemnly aver, that We have read the foregoing Declaration of Trust and know the contents thereof; that the same is true of Our Own Knowledge and as to those matters, We believe them to be true.

FURTHER AFFIANTS SAYETH NAUGHT.

**TRUST AGREEMENT**  
**of**  
**BANYAN TREE PROPERTIES**

An irrevocable trust

STATE OF FLORIDA       )  
                              ) ss.  
COUNTY OF SARASOTA    )

THE UNDERSIGNED, aver, depose and certifies:

1. TRUST NAME:   **BANYAN TREE PROPERTIES**

2. DATE OF TRUST:       March 7<sup>th</sup>, 2006

3. TAX IDENTIFICATION NUMBER:   74-6545465

4. NAME OF TRUSTEES:   Mark T. Owens and Curt Owens

5. POWER AND AUTHORITY.       THE Board of Trustees of **BANYAN TREE PROPERTIES**, their designated signatory correspondents and Managers, shall at all times have, except as modified by the Resolutions of the Board of Trustees of **BANYAN TREE PROPERTIES** interpreting the same, all of the powers of Trustees under the customs, traditions and usages of the Common Law, including, but not limited to the power:

A. To apply for and receive life, health, disability, liability/auto or any other insurance on the life of any person; to accept the ownership and beneficial interest of any insurance, which may be transferred to the Trustee(s) without responsibility as to the payment of premiums. The insuring companies have no responsibility as to the payment of premiums. The insuring companies have no responsibility other than to pay the proceeds of the policies to the named beneficiary and are not required to examine the Declaration of Trust at any time.

B. To sell, convey, lease, exchange, abandon, pledge for security, and exercise all the rights, powers and privileges which an absolute owner of the same property would have regarding any property, which in their discretion, the Trustee(s) choose(s) to receive subject to this Declaration of Trust.

C. To apply for and open commercial loan accounts, to borrow money with or without security, to receive all dividends, interest, and other income, and to compromise and settle claims. To purchase, sell or retain stocks, securities, mutual funds, life insurance annuities, mortgages and other investments. Any and all bank accounts, including checking and savings accounts, established in the name of the Trust by the Trustee(s) or their designated signatories, shall be subject to withdrawal, and all checks, drafts, and other obligations of the trust shall be honored by said depositories upon the signature of the Trustee(s) or their designated signatory (General /Assistant Managers.)

..... The banking institution that establishes accounts pursuant to this paragraph is advised that there is nothing in the trust instrument that requires the banking institution to exercise any fiduciary obligation or any other discretion other than that required in normal banking procedures.

D. To make any type of transaction for the benefit of the trust Corpus/Estate, to buy, sell, employ employees, contract with independent contractors or subcontractors, underwrite, exchange, or otherwise acquire, hold title to, and /or encumber property or hypothecate by mortgage, or deed, or trust, or pledge, or otherwise take any measures it deems appropriate to expand the capital of the trust Corpus/Estate.

E. To engage in any other business or business act or activity, as a natural individual, which is not specifically prohibited under any law of the government of the host country or any political subdivision thereof or therein.

F. To do all such things as are incidental to this trust as the Board of Trustees of **BANYAN TREE PROPERTIES** may at any time think conducive to the attainment of all or any of the within objects and intents.

**FLORIDA UN-NOTARIZED OATH:**

Knowing the punishment for bearing false witness before ALMIGHTY GOD and Men, I solemnly aver and make this un-notarized oath, as set forth in Section 92.525, Florida Statutes, under penalties of perjury, and declare that I have read the foregoing and that the facts stated in it are true and correct to the best of My knowledge and belief.

1s/ Mark T. Owens  
MARK T. OWENS, TRUSTEE  
for the Board of Trustees of  
**BANYAN TREE PROPERTIES**