

DO 70000000018

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐

PICK-UP

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WAIT

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MAIL

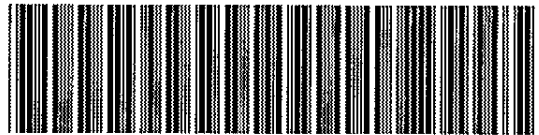
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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08/15/07--01005--012 **358.75

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07 AUG 15 AM 11:20
DEPARTMENT OF REVENUE
DIVISION OF REVENUE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED
07 AUG 15 AM 11:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

bm 8/15/07



CT

a Wolters Kluwer business

CT
1203 Governors Square Blvd.
Tallahassee, FL 32301-2960

850 222 1092 tel
850 222 7615 fax
www.ctlegalsolutions.com

August 15, 2007

Department of State, Florida
Clifton Building
2611 Executive Center Circle
Tallahassee FL 32301

Re: Order #: 7002091 SO
Customer Reference 1: 3672-1237
Customer Reference 2: n/a

Dear Department of State, Florida:

Please obtain the following:

Hess Business Trust No. 2007-1 (DE)
Misc - Foreign Corporate Filing - Hess Business Trust No. 2007-1 (Trust)
Florida

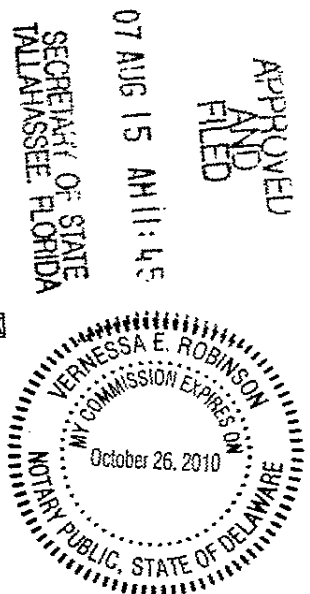
Hess Business Trust No. 2007-1 (DE)
Cert Copy of Articles of Inc
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Ashley A. Mitchell
Fulfillment Specialist
Ashley.Mitchell@wolterskluwer.com



Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "HSS BUSINESS TRUST NO. 2007-1", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF JULY, A.D. 2007, AT 2:51 O'CLOCK P.M.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



4399394 8100

070873301

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5890730

DATE: 07-31-07

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:51 PM 07/31/2007
FILED 02:51 PM 07/31/2007
REV 070873301 - 4389394 FILE

**CERTIFICATE OF TRUST
OF
HESS BUSINESS TRUST NO. 2007-1**

THIS Certificate of Trust of Hess Business Trust No. 2007-1 (the "Trust"), is being duly executed and filed on behalf of the Trust by the undersigned, as trustee, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. C. § 3801 et seq.) (the "Act").

1. Name. The name of the statutory trust formed by this Certificate of Trust is Hess Business Trust No. 2007-1.

2. Delaware Trustee. The name and business address of the trustee of the Trust in the State of Delaware are Wilmington Trust Company, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001, Attention: Corporate Trust Administration.

3. Effective Date. This Certificate of Trust shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Trust in accordance with Section 3811(a)(1) of the Act.

WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as trustee

By: _____
Name: _____
Title: _____

W. Chris Sponenberg
Vice President

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TALLAHASSEE, FLORIDA

TRUST AGREEMENT

TRUST AGREEMENT, dated as of July 31, 2007 between BAL Investment & Advisory, Inc., a Delaware corporation, as owner participant (the "Owner Participant"), and Wilmington Trust Company, a Delaware banking corporation, as owner trustee (the "Owner Trustee"). The Owner Participant and the Owner Trustee hereby agree as follows:

1. The trust created hereby shall be known as Hess Business Trust No. 2007-1 (the "Trust"), in which name the Owner Trustee may conduct the business of the Trust, make and execute contracts, and sue and be sued.

2. The Owner Participant hereby assigns, transfers, conveys and sets over to the Owner Trustee the sum of \$1. The Owner Trustee hereby acknowledges receipt of such amount in trust from the Owner Participant, which amount shall constitute the initial trust estate. The Owner Trustee hereby declares that it will hold the trust estate in trust for the Owner Participant. It is the intention of the parties hereto that the Trust created hereby constitute a statutory trust under Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. § 3801 *et seq.* and that this document constitute the governing instrument of the Trust. The Owner Trustee is hereby authorized and directed to execute and file a certificate of trust with the Delaware Secretary of State in the form attached hereto as Exhibit A. The Owner Participant and the Owner Trustee will enter into an amended and restated Trust Agreement in form and substance satisfactory to each such party to provide for, among other things, the contemplated operation of the Trust. The Owner Participant shall take any and all action as may be necessary, prior to such execution and delivery, including but not limited to, obtaining or executing any licenses, consents, approvals or filings on behalf of the Trust as may be required by applicable law or otherwise. Notwithstanding the foregoing, the Owner Trustee shall have the power and authority, and is hereby authorized and empowered, in the name and on behalf of the Trust, to take all actions necessary, appropriate, or convenient to effect the transactions contemplated herein, including, but not limited to, executing such licenses, consents or approvals as are presented to the Owner Trustee by the Owner Participant in executable form.

3. Except as otherwise expressly required in Section 2 of this Trust Agreement, the Owner Trustee shall not have any duty or liability with respect to the administration of the Trust, the investment of the Trust's property or the payment of dividends or other distributions of income or principal to the Trust's beneficiaries, and no implied obligations shall be inferred from this Trust Agreement on the part of the Owner Trustee. The Owner Trustee is authorized and directed to enter into such other documents and take such other action as the Owner Participant specifically directs in written instructions delivered to the Owner Trustee, provided, however, the Owner Trustee shall not be required to take any action if the Owner Trustee shall determine or shall be advised by counsel that such action is likely to result in personal liability or is contrary to applicable law or any agreement to which the Owner Trustee is a party. The Owner Trustee shall not be liable for the acts or omissions of the Owner Participant or any other person who acts on behalf of the Trust nor shall the Owner Trustee be liable for any act or

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omission by the Owner Trustee in good faith in accordance with the directions of the Owner Participant. The Owner Trustee shall not be personally liable under any circumstances, except for its own willful misconduct or gross negligence.

4. The Owner Participant hereby agrees to (i) compensate the Owner Trustee for its services hereunder in an amount separately agreed to by the Owner Participant and the Owner Trustee, (ii) reimburse the Owner Trustee for all reasonable expenses not otherwise reimbursed by the Trust (including reasonable fees and expenses of counsel and other experts) and (iii) indemnify, defend and hold harmless the Owner Trustee and any of the officers, directors, employees and agents of the Owner Trustee (each an "Indemnified Person") from and against any and all losses, damages, liabilities, claims, actions, suits, costs, expenses, disbursements (including reasonable fees and expenses of its counsel), taxes and penalties of any kind and nature whatsoever (collectively, "Expenses"), to the extent that such Expenses arise out of or are imposed upon or asserted at any time against such Indemnified Person with respect to the performance of this Trust Agreement, the creation, operation or termination of the Trust or the transactions contemplated hereby; provided, however, that the Owner Participant shall not be required to indemnify any Indemnified Person for any Expenses which are a result of the willful misconduct or gross negligence of such Indemnified Person. The obligations of the Owner Participant under this Section 4 shall survive the termination of this Trust Agreement.

5. The Owner Trustee may resign upon thirty days prior notice to the Owner Participant. If no successor has been appointed within such thirty day period, the Owner Trustee may, at the expense of the Trust, petition a court of competent jurisdiction to appoint a successor trustee.

6. Upon written instructions from the Owner Participant, the Owner Trustee shall dissolve and terminate the Trust and file in accordance with 12 Del.C. § 3810 a Certificate of Cancellation with the Delaware Secretary of State.

7. This Trust Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties.

8. This Trust Agreement shall be governed by, and construed in accordance with the laws of the State of Delaware, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

9. This Trust Agreement may be executed in one or more counterparts, each of which when so executed shall be an original and all of which when taken together shall constitute but one and the same instrument.

[signature page follows]

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JUL 31 2007 09:06 FR BANK OF AMERICA

415 765 7373 TO 93438534

P.02/02

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be duly executed by its respective officers herunto duly authorized, as of the day and year first above written.

BAL INVESTMENT & ADVISORY, INC.,
as Owner Participant

By: [Signature]
Name: King Westover
Title: Vice President

WILMINGTON TRUST COMPANY, as
Owner Trustee

By: _____
Name: _____
Title: _____

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TALLAHASSEE, FLORIDA

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*** TOTAL PAGE.02 ***

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be duly executed by its respective officers hereunto duly authorized, as of the day and year first above written.

BAL INVESTMENT & ADVISORY, INC.,
as Owner Participant

By: _____
Name: _____
Title: _____

WILMINGTON TRUST COMPANY, as
Owner Trustee

By:  _____
Name: _____
Title: _____

W. Chris Sponenberg
Vice President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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