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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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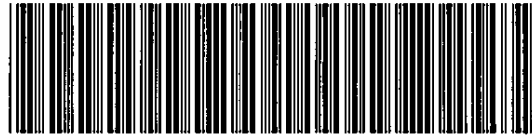
(Business Entity Name)

(Document Number)

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

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DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

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2007 AUG 16 A 8:31

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

19068-29061

**John C. Englehardt, P.A.**  
Attorney at Law

1524 East Livingston Street  
Orlando, Florida 32803-5495  
Telephone (407) 896-1138  
Fax (407) 896-7370

May 31, 2007

Division of Corporations  
Attn: New Filing Section  
Post Office Box 6327  
Tallahassee, FL 32314

Re: Habitat Trust

Dear Sir/Madame:

Enclosed please find my trust account check in the amount of \$350.00 to register the above referenced trust. Furthermore, enclosed please find an original, notarized Declaration of Trust and copies of the Trust Declaration and Affidavit of Personal Property Trust.

It is my understanding that I will receive a certificate from your office. You may contact my office for service of process upon the Trust.

Thank you for your many courtesies and considerations.

Yours truly,

  
JOHN C. ENGLEHARDT, P. A.

JCE/ap  
Enclosures

**FILED**  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 19, 2007

JOHN C ENGLEHARDT, PA  
1524 E LIVINGSTON ST  
ORLANDO, FL 32803-5495

SUBJECT: HABITAT TRUST  
Ref. Number: W07000029061

We have received your document for HABITAT TRUST and your check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

We are enclosing the correct form(s) with instructions for a Declaration of Trust for your convenience.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6855.

Tammy Hampton  
Document Specialist  
New Filing Section

Letter Number: 907A00040664

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

Habitat  
A revocable 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 Habitat Trust - revocable Florida, a trust  
(Name of Trust)  
Florida Trust hereby affirms in order to file or qualify  
(State)  
Habitat Trust in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is Box 621704 Oviedo,  
Florida 32762

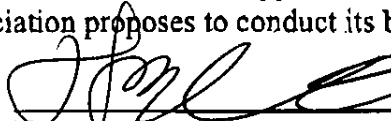
3. The registered agent and street address in the State of Florida is:

T.B. O'Hanlon Box 827 Division St. Oviedo, FL 32765

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:  
Chairman of the Board of Trustees

NOTARY

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

CR2E063(3/00)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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## **DECLARATION OF TRUST AND PERSONAL PROPERTY TRUST AGREEMENT**

**STATE OF Florida  
COUNTY OF SEMINOLE**

2007 AUG 16 A 8:31

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**THIS TRUST AGREEMENT**, dated this 17 day of December, 2002, known as the **Habitat Trust**, a **Personal Property Trust**, is to certify that **T. B. O'Hanlon**, as **Trustee**, is duly authorized to accept and execute trusts within the State of Florida, as Trustee hereunder, is about to take title of the following described personal property, to wit:

**As per attached Exhibit "A" made a part hereof by reference along with all unpaid references in the public records in the State of Florida.**

When Trustee has taken title thereto, or to any other personal property granted, transferred or conveyed to him or her as Trustee hereunder, he or she will hold the same for the uses and purposes and upon the trusts hereinafter set forth. **IT IS UNDERSTOOD AND AGREED** between the parties hereto, and by any successors or assigns of parties hereto, as follows:

1. That, subject to the power of direction hereinafter provided for, the Trustee hereunder shall have and is hereby granted the full power and authority to manage, control and protect the trust property in such manner as the Trustee may deem advisable, and shall have, enjoy and exercise all powers and rights over and concerning property and the proceeds thereof as fully and amply as though the Trustee were the absolute and unqualified owner of same, including, but not limited to, the power to grant, exchange, lease, sell, lend and convey personal property; the power to borrow money and to obligate the trust estate by note and UCC-1 financing statement, pledge or otherwise; the power to invest in commodities of every nature, corporate obligations of every kind, invest in tax deeds, purchase judgments and liens of any nature or kind, to open, operate and maintain a securities brokerage account wherein any securities including stocks, preferred or common, options, calls and puts, both covered and uncovered, commodities and similar investments, may be bought, sold and/or traded on margin or other leveraged accounts, and to hypothecate, borrow upon, purchase, trade and/or sell either for cash or on margin, except to the extent that such management would cause includability of any irrevocable trust in the estate of a Trustee; to purchase, sell or trade precious metals such as gold or silver, the power to singularly or jointly open, close or transfer any type of bank, credit union or savings account, sign checks, drafts, withdrawal slips or other documents, give instructions for the receipt or delivery of securities or other property, give instructions for the payment or the receipt of money and, singularly or with others, have access to any safe deposit box or other place containing property of this trust; the power to contract to renovate, to repair, to sell, to grant options to purchase, to sell on any terms, to take back, conduct personal property foreclosure and release notes, sign Mortgage satisfactions, sign lien releases, to convey either with or without consideration, to carry back financing, to donate, dedicate, or any part thereof, from time to time to contract to lease, or if required, hire management for said personal property, or any part thereof, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present and future rentals; to exchange said property, or any part thereof, for other real or personal property; to release, convey or assign any right, title, use or interest in or to said personal

property or any part thereof; and to deal with said property and every part thereof in all other ways and for 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, including filing lawsuits and hiring counsel.

2. That, this is an express executory Trust and that the purpose of this Trust is to preserve, maintain and provide for the health, education and welfare of the following named person(s) (or any successors in interest as hereinafter provided for) who shall be the beneficiaries of this Trust and be entitled to the earnings, avails and proceeds of said personal property in the percentages and under the circumstances shown, individually and not as partners or a partnership, (unless a separate partnership agreement has been entered into) to wit:

**Thomas O'Hanlon**

**100% Beneficiary**

3. That, pursuant to the powers and rights hereinafter set forth, the Trustee shall hold, convey, lease, pledge as collateral, borrow money or otherwise, as contained herein, deal with the title or other evidence of ownership to said personal property only when authorized to do so on the written direction of the following person or persons (collectively, unless otherwise shown), to wit: **Thomas O'Hanlon**

or, in the alternative, in the absence of a Director or in the event of death, disability, incapacity, resignation, termination or refusal to act of Director(s), direction shall be on the written collective direction of the person or persons then constituting the beneficiaries hereunder, provided, however, that the Trustee shall not be required to enter into any personal obligation or liability in dealing with said personal property or make any related tax or other filings nor make itself personally liable for any damages, costs, expenses, fines, or penalties, nor to deal with the said title so long as any money is due to Trustee hereunder. Otherwise, the Trustee shall not be required to inquire into the propriety of any such written direction. Further, under the laws with regard to privacy of contract and subject to breach of fiduciary, Trustee is expressly prohibited from allowing this Trust, or records regarding this Trust or it's assets to be reviewed, given, shown or otherwise, unless being given express written direction to do so by the authorized Trust Director(s) or their successor(s) as stated herein.

4. That, the interest of any such beneficiary or beneficiaries hereunder (or any successors in interest, as hereinabove provided for) shall consist solely of a power of direction to deal with the title or other evidence of ownership to said personal property, unless power of direction to Trustee has been granted to a Director as herein provided, and to control and manage said personal property as herein provided, (unless the power of management is required to be held by the Trustee pursuant to state law), and the right to receive the proceeds from rentals, sales, notes and other dispositions of said personal property, and that such right in the avails of said personal property shall be deemed to be personal property and may be assigned and transferred as such. Subject to the provisions hereof, a beneficial interest may be subdivided by assignment so as to vest in an assignee or assignees an undivided interest in the whole of a previously existing beneficial interest. Upon receipt of an original or a duplicate assignment as aforesaid, the Trustee shall immediately endorse its acceptance on a copy thereof and deliver said copy to said assignee, as and for his other certificate of beneficial interest hereunder. The death of any beneficiary hereunder shall not terminate this Trust nor in any manner affect the powers of the Trustee hereunder and in the event of death of any such beneficiary during the existence of this Trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass as personal property to his or her successor beneficiary or any executor or administrator, and not to his or her heirs at law. 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 personal property as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid.

5. That, no assignment of an interest other than by operation of law shall be binding on the Trustee until the original or duplicate original of said assignment is lodged with the Trustee and its acceptance indicated thereon. Any person having a power of direction who is not a beneficiary hereunder shall not have the right to assign such power without the written collective consent of all beneficiaries hereunder. No person or beneficiary hereunder shall have the right to contract for or bind the Trustee personally.
6. That, the beneficiary or beneficiaries hereunder or his, her, or their agents shall in his, her or their own right have the full management and handling of said property (unless otherwise superseded by state law), and the Trustee shall not be required to do anything in the management or control of said personal property or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as hereinabove provided and after payment to it of all monies necessary to carry out said instructions.
7. That, in case the Trustee shall make any advances of money on account of this Trust or shall be made a party to any litigation on account of holding title to said personal property or in connection with this Trust, or in case the Trustee shall be 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, that upon proof of these expenses, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the Trustee, with interest thereon at the rate of 12% per annum, all such disbursements or payments made by the Trustee, together with its expenses, including reasonable attorney's fees, and that the Trustee shall not be called upon to convey or otherwise deal with said Property 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 herein as aforesaid. However, nothing therein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this trust or to prosecute or defend any legal proceeding involving this Trust or any property or interest thereunder unless it shall be directed to do so, furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto.
8. That, nothing therein contained shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly understood that unless Trustee(s) has otherwise assigned these duties under direction from the authorized Director(s), the beneficiaries hereunder from time to time will individually make all such reports and pay any and all taxes growing out of their interest in the avails and proceeds under this Trust Agreement.
9. That, any contracts, obligations or indebtedness incurred or entered into by the Trustee in connection with said personal property may be entered into by the Trustee in the name of the beneficiaries hereunder, as their attorney-in-fact, hereby irrevocably appointed for such purpose, or, at the election of the Trustee, in its own name, as Trustee of an express trust, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property shall be applicable to the payment and discharge thereof.
10. That, no party dealing with said Trustee or any successor Trustee in relation to said personal property or to whom said personal property or any part thereof shall be conveyed, contracted to be sold, leased or pledged as collateral by said Trustee, shall be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said personal property, or be obliged to see that the terms of this Trust have been complied with, or 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 every title, bill of sale, note, lease, management agreement, or other instrument executed by said Trustee in relation to said personal property shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease, note or other instrument, (a) that at the time of the delivery thereof, the trust created by this Trust Agreement was in full force and effect; (b) that such conveyance or other 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 said Trustee was duly authorized and empowered to execute and deliver every such title, bill of sale, lease, management agreement, note or other instrument; and (d) if a conveyance has been made to a successor or successors in trust; that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

11. That, this Trust Agreement shall not be placed on public record in the county in which the personal property is situated 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 said Trustee.

12. That, the Trustee may at any time resign by sending a notice of its intention to do so by certified mail to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten (10) days after the mailing of such notices by the Trustee. In the event of such resignation, a successor or successors may be appointed, if not previously appointed via an Affidavit of Trust or via public records recordation or as otherwise appointed by the person or persons then entitled hereunder to direct to Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust via Trustee's Certificate of Transfer conveying all Trustee's interests, rights, powers and duties to designated successor Trustee(s) and shall thereafter refer all matters concerning the Trust in a manner prescribed in said notice. 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 and shall operate under the terms and conditions of this Trust Agreement until a new Trust Agreement is entered into. In the event that no successor in trust is named as above provided within ten (10) days after mailing of such notices by the Trustee, then the Trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, or the Trustee may at its option, file a bill for appropriate relief in any court of competent jurisdiction. The Trustee, notwithstanding such resignation, shall continue to have a first lien on the trust property for its costs, expenses and attorney's fees and for its reasonable compensation as stated herein.

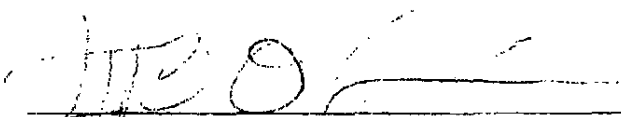
13. That, the Trustee may at any time be terminated by the person or persons then holding the power of direction over the Trust, by sending a notice of intention to do so by certified mail to the Trustee named hereunder at his or her last known address. Such termination shall become effective ten (10) days after the mailing of such notices by the Director or beneficiary(ies). In the event of such termination, a successor or successors may be appointed (if not previously appointed) by the person or persons then entitled hereunder to direct to Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust via Trustee's Certificate of Transfer conveying all Trustee's interests, rights, powers and duties to the designated successor Trustee(s) and shall thereafter refer all matters concerning the Trust in a manner prescribed in said notice. 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 and shall operate under the terms and conditions of this Trust Agreement until a new Trust Agreement is entered into. In the event that no successor in trust is named as above provided within ten (10) days after mailing of such notices by the Director or beneficiary(ies), then the Trustee shall convey the trust property to the beneficiaries in accordance with their respective interests hereunder. The Trustee, notwithstanding such termination, shall continue to have a first lien on the trust property for its costs, expenses and attorney's fees and for its reasonable compensation as stated herein.

14. That, in the event any property shall be remaining in this trust twenty (20) years from this date, and if said Trust is not extended, it shall be the duty of said Trustee to sell and dispose of the same at public sale, to be held as expeditiously as possible and on reasonable advertisement and on reasonable notice to the then beneficiary(ies) hereunder, and after deducting its reasonable fees and expenses, shall divide the proceeds among said beneficiary(ies) as their respective interests may then appear.



15. That, said Trustee shall receive for its services in accepting this trust and in taking title hereunder the sum of ten dollars (\$10.00), also the sum of ten dollars (\$10.00) per year for holding title after the 5th day of May, 2000; so long as any property remains in this trust; also its regular schedule of fees for making titles, notes, leases and/or other instruments as may from time to time be required hereunder, and it shall receive reasonable compensation for any special services which may be rendered by it hereunder, or for taking any property which may hereafter be titled or transferred to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay, and it is hereby understood and agreed that all such fees and compensations shall constitute a first lien on the personal property and property held hereunder.

IN TESTIMONY WHEREOF, said Trustee, accepted the duties of Trustee the day and year first above written, and on said day the said beneficiaries have signed this Declaration of Trust and Personal Property Trust Agreement in order to signify his or her assent to the terms hereof. Witness the hands and seals of the undersigned.

  
\_\_\_\_\_  
TRUSTEE - T. B. O'Hanlon (seal)

  
\_\_\_\_\_  
BENEFICIARY Thomas O'Hanlon (seal)

# AFFIDAVIT OF PERSONAL PROPERTY TRUST

STATE OF FLORIDA  
COUNTY OF Seminole

BEFORE ME, the undersigned authority, on this day personally appeared T. B. O'Hanlon, who being first duly sworn, deposes and says that:

1. The following Trust is the subject of this Affidavit:

Habitate Trust, a Personal Property Trust; Dated: December 17, 2002

2. The names of the currently acting Trustee(s) are:

T. B. O'Hanlon, AS TRUSTEE

3. The Trust mailing address is:

9947 Falcon Creek Dr, Highlands Ranch, CO 80126

4. The Trust is currently in full force and effect.

5. The Trustee(s) powers, duties and responsibilities are as per the Declaration of Trust and Personal Property Trust Agreement dated the 17 day of December 2002, and the subsequent public records title filing (if any) which shows the Trustee(s) name(s).

6. The signatories hereof are currently the acting Trustee(s) of the Trust named herein.

7. The signatories hereof have the proper authority under the Trust provisions to take the following action(s), to wit: Full power to contract to sell, to grant options to purchase, to open and manage bank accounts, to sell on any terms, to sign mortgage satisfactions, to lend on any terms, to sign lien satisfactions, to convey either with or without consideration, to convey said personal property or any part thereof, by leases to commence in praesenti or in futuro, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange said personal property 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 said personal property or any part thereof, and to deal with said personal 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.

8. The signatories hereof declare that the foregoing statements are true and correct, under penalty of perjury.

FURTHER AFFIANT(S) SAYETH NOT.

Signed, sealed and delivered in the presence of:

Constance O'Hanlon (Seal)  
UNOFFICIAL WITNESS

T. B. O'Hanlon (Seal)  
AFFIANT:

Sworn to and described before me this 30 day of March, 200 4.

[Signature]  
NOTARY PUBLIC  
(Seal)

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TALLAHASSEE, FLORIDA

