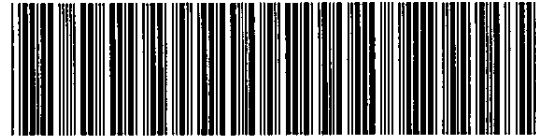


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GALLOWAY, BRENNAN & BILLMEIER, P.A.

240 EAST 5TH AVENUE
TALLAHASSEE, FLORIDA 32303
TELEPHONE: (850) 224-0141
FACSIMILE: (850) 224-0883

CLYDE W. "BILLY" GALLOWAY, JR.
JOHN "JACK" L. BRENNAN III
L. MICHAEL BILLMEIER, JR.

February 20, 2008

Karen Beyer, Bureau Chief
Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: Florida Insurance Trust

Dear Ms. Beyer:

Pursuant to our recent telephone conversations and email correspondence, I am resubmitting the package we originally submitted back in October. I have included a copy of the email to you, copied to me, from the Florida Office of Insurance Regulation indicating that they stand by the letter I previously forwarded to you indicating that the OIR is aware of and approved the FIT being created as a trust. It is my understanding from our discussions that with this issue resolved you will now be able to complete our filing.

I have reviewed the check and it does not appear to have an expiration date on it so it should still be sufficient. Thank you for your time and attention to this matter and your assistance in reaching the resolution. If you have any additional questions or need any additional information, please do not hesitate to contact me.

Sincerely,



John L. Brennan III

Jack Brennan

From: Wenceslao Troncoso [Wenceslao.Troncoso@fldfs.com]
Sent: Friday, February 08, 2008 1:07 PM
To: kbeyer@dos.state.fl.us; Jack Brennan; Dennis Threadgill; Erica May
Subject: Florida Insurance Trust

Ms. Beyer,

After further review of the Florida Insurance Trust issue, we do not believe there is any reason to overturn the prior letter written by Claude Mueller. Therefore the office does not oppose Florida Insurance Trust filling as a trust under Florida Statute 624.4625. If you have any further questions please feel free to call me.

Thank you,

Wenceslao Troncoso

Assistant General Counsel
Office of Insurance Regulation
Division of Legal Services
200 East Gaines Street
Tallahassee, Florida 32399-4206
Phone 850-413-4175
Email Wenceslao.Troncoso@fldfs.com

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Beyer, Karon

From: Jack Brennan [jbrennan@gbb-law.com]
Sent: Thursday, February 07, 2008 10:00 AM
To: wenceslao.Troncoso@fldfs.com
Cc: Beyer, Karon
Subject: Florida Insurance Trust [spf]
Attachments: FIT-OIR approval letter.pdf

Wences,

This is to follow up our recent telephone conversations and to confirm that I have spoken to Ms. Beyer at the Department of State and we have been able to clarify and resolve their question regarding the status of the Florida Insurance Trust, which was forwarded to you for an opinion. Accordingly, Ms. Beyer has indicated that with a copy of the OIR approval letter you and I previously discussed, they no longer require the opinion they requested from you. By copy of this email to Ms. Beyer, I am providing her with a copy of the OIR approval letter. Ms. Beyer has indicated that if you need any additional confirmation of the resolution of this matter you may contact her directly.

Thank you for your attention to this matter.

Jack

John L. Brennan III
Galloway, Brennan & Billmeier, P.A.
240 East 5th Avenue
Tallahassee, Florida 32303
850.224.0141
850.224.0883 (facsimile)
jbrennan@gbb-law.com

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GALLOWAY, BRENNAN & BILLMEIER, P.A.

240 EAST 5TH AVENUE
TALLAHASSEE, FLORIDA 32303
TELEPHONE: (850) 224-0141
FACSIMILE: (850) 224-0883

CLYDE W. "BILLY" GALLOWAY, JR.
JOHN "JACK" L. BRENNAN III
L. MICHAEL BILLMEIER, JR.

October 25, 2007

Karen Beyer, Bureau Chief
Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: Florida Insurance Trust

Dear Ms. Beyer:

I represent Florida Insurance Trust ("FIT"), a self insurance fund organized pursuant to recently enacted Section 624.4625, Florida Statutes. A copy of that statute is enclosed for your reference. I previously called the Division of Corporations for some direction as to whether, as a trust, we were required to file with the Florida Department of State under the provisions of Chapter 609, Florida Statutes, or some other provision and was advised that I should submit the issue to your attention.

As a trust, FIT does not fit the other categories for registration (i.e. corporation, partnership, LLC). In researching the issue we noted the provisions of Chapter 609, Florida Statutes, regarding "Common-law Trusts." As FIT is a statutorily created trust, we are unsure if this chapter is the appropriate basis for our filing. Research has not revealed a definition of a "common-law trust" or any distinction between that and a statutorily created trust. However, finding no other applicable category under which FIT can register, we have prepared and enclose an "Affidavit to the Florida Secretary of State to File or Qualify a Trust" and the Transmittal Letter obtained from the Department's website. We have also enclosed the required original and copy of the FIT Declaration of Trust for filing, as well as a check in the amount of \$358.75 for filing and a certified copy.

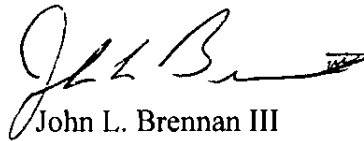
If this is the correct registration method, please have the documents filed accordingly. If there is some other manner by which we should register please have someone contact me so that we can immediately make any required changes to our filing. If, by some chance,

Karen Beyer, Bureau Chief
Florida Department of State
Division of Corporations
October 25, 2007
Page 2 of 2

we are not required to file this entity, please return the submitted items in the enclosed self addressed, stamped envelope.

We appreciate your attention to this matter and thank you for your assistance. If I can provide any additional information, please do not hesitate to contact me.

Sincerely,



John L. Brennan III

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



OFFICE OF INSURANCE REGULATION

KEVIN M. MCCARTY
COMMISSIONER

FINANCIAL SERVICES
COMMISSION

CHARLIE CRIST
GOVERNOR

ALEX SINK
CHIEF FINANCIAL OFFICER

BILL MCCOLLUM
ATTORNEY GENERAL

CHARLES BRONSON
COMMISSIONER OF
AGRICULTURE

SENT BY ELECTRONIC MAIL

September 19, 2007

Mr. John L. Brennan III
Galloway, Brennan & Billmeier, P.A.
Attorney At Law
240 East 5th Avenue
Tallahassee, Florida 32303

Re: Florida Insurance Trust

Dear Mr. Brennan:

On June 13, 2007, you have submitted to the Florida Office of Insurance Regulation ("Office") documentation from the Florida Insurance Trust ("FIT") evidencing its creation and establishment as a self-insurance fund pursuant to Section 624.4625, Florida Statutes.

The Office understands the facts and circumstances to be as follows:

1. FIT was established on June 8, 2007 pursuant to an Agreement and Declaration of Trust Creating and Establishing "Florida Insurance Trust" Self Insurance Fund, a copy of which has been submitted to the Office. The agreement states that FIT, among other things:
 - a. Was established for the purpose of pooling and spreading liabilities of its group members in any one or combination of property and casualty risk,
 - b. Will have annual premiums in excess of five million U.S. dollars (\$5,000,000),
 - c. Requires that each participating Member receive at least seventy-five percent (75%) of its revenues from local, state or federal government sources or combination thereof,

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- d. Will use a qualified actuary to determine rates, loss and loss adjustment expenses and reserves,
 - e. Will maintain prescribed excess insurance coverages,
 - f. Will have a governing body comprised entirely of officials of Members participating in the fund, and
 - g. Will otherwise comply with the criteria set forth in Section 624.4625, Florida Statutes.
2. FIT will allow Florida not-for-profit corporations to pool and spread liabilities of its group members with regard to the following coverages:
- Property – including crime, inland marine equipment breakdown.
General Liability - \$1,000,000 with limits up to \$5,000,000 available. Broad Named Endorsements to include volunteers.
Professional Liability – Including medical malpractice for staff doctors. Broad Named Insured Endorsement.
Directors and Officers – Coverage for Employee Practice Liability included as well as Civil Rights Coverage.
Workers Compensation.
Commercial Auto – (Liability and Property Damage) Various limits available up to \$5,000,000.
3. FIT begins operation with two Members who will pay combined premiums of approximately \$6.8 million. A third Member will be added soon thereafter.
 4. FIT begins operation with two initial Board of Trustees namely, Jim Weeks, Executive Director, Sunrise Community, Inc., and Joe Aniello, Executive Director, U.C.P. of Florida, Inc.
 5. FIT will utilize Non-Profit Insurance Services, Inc. (“NPIS”) to administer FIT’s day-to-day operation. NPIS is a Florida-licensed Agency. Liberty Mutual will provide claims administration services for workers’ compensation claims and FARA will provide claims administration services for property and liability claims.
 6. FIT has engaged the independent actuarial services of Edward Costner with Casualty Actuarial Consultants, Inc., in Brentwood, Tennessee, who will determine the rates for FIT and annually submit to the Office a certification that the rates are actuarially sound and not inadequate. Edward Costner with Casualty Actuarial Consultants, Inc. will also establish reserves for loss and loss adjustment expenses for FIT, and FIT will annually submit to the Office a certification of the adequacy of FIT’s loss and loss adjustment expenses reserves.
 7. FIT has in place and will maintain a program of excess insurance pursuant to Section 624.4625(1)(e), Florida Statutes. Under the program, FIT’s retention is up to \$50,000 for

Workers' Compensation and up to \$25,000 for Auto, General Liability, Professional Liability, D&O and Property coverages.

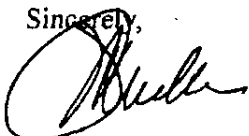
8. FIT has engaged the independent certified public accountant services from Shores, Tagman & Company, P.A. to prepare FIT's audited fiscal year-end financial statement which is required to be submitted to the Office within six (6) months after the end of the fiscal year.

Based on representations and documentation you have provided, the Office finds that FIT complies with the requirements of Section 624.4625, Florida Statutes, as regards the formation of a self-insurance fund by two (2) or more not for profit corporations.

In consideration of the above, the Office acknowledges the Florida Insurance Trust as a self-insurance fund pursuant to Section 624.4625, Florida Statutes.

Please do not hesitate to contact our Office should you have any questions or need additional assistance.

Sincerely,



Claude M. Mueller

Cc: Robin Westcott
Steve Szypula
Elizabeth Thomson

TRANSMITTAL LETTER

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

SUBJECT: Florida Insurance Trust

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

FEES:

Declaration of Trust **\$350.00**

OPTIONAL:

Certified Copy **\$ 8.75**

FROM: John L. Brennan III, Esq.
Name (Printed or typed)

Galloway, Brennan, & Billmeier, P.A. 240 E. 5th Ave.
Address

Tallahassee, FL 32303
City, State & Zip

850-224-0141
Daytime Telephone number

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

Florida Insurance Trust

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 Florida Insurance Trust, a

(Name of Trust)

Florida Trust hereby affirms in order to file or qualify

(State)

Florida Insurance Trust, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.

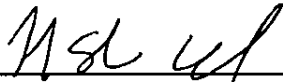
2. The principal address is 1525 International Parkway,

Suite 2021, Lake Mary, FL 32746

3. The registered agent and street address in the State of Florida is:
Shane Caldwell, Non Profit Insurance Services, Inc.

1525 International Parkway, Suite 2021, Lake Mary, FL 32746

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.

NOTARY

Name: Joe Aniello
Chairman of the Board of Trustees

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

CR2E063(3/00)

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TALLAHASSEE, FLORIDA

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**AGREEMENT AND DELCARATION OF TRUST CREATING
AND ESTABLISHING "FLORIDA INSURANCE TRUST" SELF INSURANCE
FUND**

This Agreement and Declaration of Trust creating and establishing the "Florida Insurance Trust" Self-Insurance Fund is made, entered into and executed by this Corporation on the 8th day of JUNE, 2007 (hereinafter "Agreement").

2007 FEB 26 A 10:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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WITNESSETH:

WHEREAS, Section 624.4625, Florida Statutes, authorizes the establishment of a Corporation Not-For-Profit Self Insurance Fund by two or more corporations' not-for-profit located in and organized under the laws of the State of Florida:

- A. for the purpose of pooling and spreading liabilities of its group Members in any one or combination of property or casualty risk,
- B. providing the Self-Insurance Fund for Not-For-Profit Corporations that is created has annual normal premiums in excess of five million dollars (\$5,000,000.00),
- C. requiring that each participating Member receive at least seventy-five percent (75%) of its revenues from local, state or federal government sources or combinations thereof,
- D. using a qualified actuary to determine rates, loss and lost adjustment expenses and reserves,
- E. maintaining prescribed excess insurance coverages,
- F. having a governing body comprised entirely of officials of Members participating in the fund and,
- G. otherwise complying with the criteria set forth in Section 624.4625, Florida Statutes; and

WHEREAS, the Members desire that a Self-Insurance Fund for Not-For-Profit Corporations be operated pursuant to a Trust Agreement by a board of Trustees which shall have complete fiscal control over the Fund and which will be responsible for all operations of the Fund; and

WHEREAS, each of the undersigned Member not-for-profit corporations have heretofore been created and are operating pursuant to the provisions of Florida Statutes, and otherwise meet the qualifications and requirements for

membership in and establishment of a Self-Insurance Fund for Not-For-Profit Corporations created for the purpose of pooling and spreading the liabilities of its Members relating to property or casualty risk and/or surety insurance; and

WHEREAS, the undersigned desire to create a Self-Insurance Fund for Not-For-Profit Corporations to be known as the Florida Insurance Trust for the purpose of pooling and spreading the liabilities of this group of Members relating to property or casualty risk and/or surety insurance;

NOW, THEREFORE, the undersigned do hereby enter into and execute this Agreement and Declaration of Trust creating a Self-Insurance Fund for Not-For-Profit Corporations, intending to be fully bound by the terms, provisions and conditions as hereinafter set forth.

The above recitals are incorporated herein as if they were set forth below.

ARTICLE I

DEFINITIONS

Administrator – An individual or entity engaged by the Fund to carry out the policies of the Fund, and to be responsible for the day-to-day executive management and oversight of the Fund's operations, including, but not limited to, ensuring that the policies and decisions of the Trustees are complied with by Providers retained by the Fund.

Agency – An individual or entity which has been engaged by the Fund for the purpose of providing such services as are reasonably prudent and necessary, including in the areas of marketing, planning, maintenance and operation of the Fund.

Department – The Florida Office Insurance Regulation or the Florida Department of Financial Services.

Fiscal Agent – An individual or entity engaged by the Trustees to carry out the Fiscal policies of the Fund, invest and disburse assets of the Fund, and oversee the financial matters of the Fund.

Fund – Shall mean the "Florida Insurance Trust" Self-Insurance Fund hereby created for the purposes set forth herein. The address of the Fund is 1525 International Parkway, Suite 2021, Lake Mary, Florida 32746.

Member – A not-for-profit corporation, which has been created and is operating under the provisions of Florida Statutes, which maintains its status as a not-for-profit entity under the laws of the State of Florida and the Internal Revenue Code, and which receives at least seventy-five percent (75%) of its revenues from

local, state or federal governmental sources or a combination of such sources. An eligible corporation may become a Member upon applying to become and being accepted as a Member in accordance with the terms of this Agreement.

Provider – As used herein will refer to the Administrator, Fiscal Agent, Service Company and/or Agency

Service Company – An individual or entity which has been engaged by the Fund for the purpose of providing such services as are reasonably prudent and necessary, including in the areas of planning and maintenance of the Fund, the adjusting and payment of claims incurred, and such other services as may be designated by the Fund.

Trustee(s) – The initial Trustees herein appointed and signing this Agreement and successor Trustees who may hereafter be elected to serve as Members of the Board of Trustees as provided in Article IV of this Agreement.

ARTICLE II

ESTABLISHMENT AND CREATION OF THE FUND

The Fund to be known as the “Florida Insurance Trust” Self-Insurance Fund, is hereby established and created pursuant to the provisions of Section 624.4625, Florida Statutes, and the Trustees shall hold title to the assets and property of the Fund, and shall enter into contracts and in all matters as hereinafter set forth, act on behalf of the fund in that name. This fund shall be operated and maintained for the purposes as hereinafter set forth.

ARTICLE III

PURPOSE

The Fund is hereby established and created for the purpose of pooling and spreading the liabilities of its group Members relating to property or casualty risk or surety insurance, including but not limited to, the following:

- a) Paying for or providing property or casualty risk or surety insurance coverage and securing the payment of claims associated therewith.
- b) Collecting premiums from Members for the purpose of paying for or providing property or casualty risk or surety insurance coverage, and securing the payment of claims associated therewith.
- c) Paying for or providing coverage for any other risk authorized under Florida law to be self-insured.

- d) Paying for or providing all or a part of such coverages.
- e) Making, entering into, and arranging for insurance, reinsurance, excess insurance, catastrophic insurance, stop-loss insurance, or any other coverage as the Fund shall deem necessary and appropriate.
- f) Approving or paying the payment of, any expenses and fees associated with the operation of the Fund.
- g) Indemnifying and holding harmless any Trustee, officer of the Fund, or any person acting on behalf of the Fund, to the fullest extent such indemnification is permitted by law, against (1) reasonable expenses actually and necessarily incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil or administrative, including any action, suit or proceeding seeking to hold said person liable by reason of the fact that he or she was acting in such capacity, and (2) reasonable payments made by him or her in satisfaction of any judgment, monetary decree or settlement for which he or she may have become liable in any such action, suit or proceeding by reason of the fact that he or she was acting in such capacity. This indemnification is not intended to, and does not, waive any immunity provided to Members of the Fund, Trustees serving in their capacity as Trustee to the Fund, or to officers or employees of the Fund, by virtue of laws of the State of Florida, but is merely in addition to such rights, privileges, and immunities. (Sections 624.489 and 768.25, Florida Statutes).

ARTICLE IV

DESIGNATION OF TRUSTEES

SECTION 1. NUMBER AND QUALIFICATION OF TRUSTEES

The operation and administration of the Fund shall be the joint responsibility of a Board of Trustees consisting of not less than two (2) and not more than seven (7) Trustees. No Trustee may be elected who is, or continues to serve as a Trustee after becoming, an owner, officer or employee of a Provider which is retained by the Fund. Each Trustee shall at all times be an official from a not-for-profit corporation participating as a Member of the Fund.

Each and every Trustee hereinafter elected and each successor Trustee shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such election to the Administrator of the Fund or the Chairman or acting Chairman of the Board of Trustees in a format acceptable to the Fund.

SECTION 2. INITIAL TRUSTEES

The initial Trustees of the Fund shall be:

1. Jim Weeks, Executive Director, Sunrise Community, Inc.
2. Joe Aniello, Executive Director, U.C.P. of Florida, Inc.

SECTION 3. RESIGNATION OF A TRUSTEE

A Trustee may resign and become and remain fully discharged from all further duties or responsibility hereunder, by giving written notice to the Administrator of the Fund and the Chairman or acting Chairman of the Board of Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on such date unless a successor Trustee shall have been elected at an earlier date as hereinafter provided, in which event resignation shall take effect immediately upon the election of such successor Trustee. Oral notice of resignation may be given at any duly convened meeting of the Trustees.

Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Administrator, at the principal office of the Fund, any and all records, books, documents or other property in such Trustee's possession, or under such Trustee's control, which belongs to the Fund. This will include, but not be limited to all Fund financial records, operations manuals, bylaws, risk management plans, meeting minutes and agendas and other similar information by whatever name known.

SECTION 4. TERMS OF OFFICE AND REMOVAL OF TRUSTEES.

Trustees shall serve staggered three (3) year terms of office as Trustees of the Fund. A Trustee may be re-elected to serve additional three year terms without limitation as to the number of terms. Terms of office expire upon the election of a successor Trustee as provided herein.

A Trustee may be removed at any time by a majority vote of the Board of Trustees. Thereinafter, a successor Trustee may be elected as provided herein.

SECTION 5. ELECTION AND APPOINTMENT OF SUCCESSOR TRUSTEES.

In the event any Trustee duly appointed to serve on the Board of Trustees shall no longer be an officer of a Member, or die, resign, become incapacitated, refuse to act, or be removed, a successor Trustee shall be elected to the vacated seat by the Board of Trustees at the next subsequent quarterly meeting for which nominations for the seat can be noticed as provided herein. Qualifications of a new Trustee shall be acceptable to the Board of Trustees in its sole discretion;

provided, however that each Trustee shall at all times be an official from a not-for-profit corporation participating in the Fund. The Board of Trustees shall designate one (1) of the initial Trustees serving as a Trustee of the Fund to serve a one year term, one (1) of the initial Trustees shall serve a two year term and the remainder will serve a three (3) year term. Thereafter, upon expiration of a Trustee's term of office such Trustee if reelected or successor Trustee, shall be elected for a three-(3) year term.

The Trustees may elect additional Trustees to the Board of Trustees as provided herein. The additional Trustees shall be elected to an initial term of one, two, or three years, as determined by the existing Trustees in order to best maintain the stagger in the terms of office among all Trustees. Thereafter, upon expiration of an additional Trustee's initial term of office such Trustee if reelected or successor Trustee, shall be elected for a three-(3) year term.

Nominations for Trustees to fill vacated seats or seats with expiring terms or for additional Trustee seats shall be made by a nominating committee of two (2) Trustees appointed by the Chairman of the Board of Trustees. Trustees shall be elected by a majority vote of the Trustees then entitled to vote as Trustees of the Fund. Election of Trustees for expiring seats or for additional Trustee seats shall occur at the last quarterly meeting of the Fund's Fiscal Year, with nominations for such seats to be received not less than eight (8) days prior to such meeting. Election of Trustees to fill vacated seats shall occur at the next quarterly meeting following the vacating of the seat, provided nominations for such seats are received not less than eight (8) days prior to such meeting. Otherwise, the election of Trustees to fill vacated seats shall occur at the next subsequent quarterly meeting, with nominations for such seats to be received not less than eight (8) days prior to such meeting

SECTION 6. TRUSTEES' TITLE

In case of death, resignation, refusal or inability to act by any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interest of the Fund and shall be charged with its duties; provided that, in such cases, no action may be taken unless it is concurred in by a majority of the remaining Trustees.

SECTION 7: TRUSTEE OFFICERS.

The Trustees shall elect from among themselves a Chairman, Vice Chairman, Secretary and such other officers as may be required from time to time. Such officers shall be elected annually at the last quarterly meeting of the Fund's fiscal year by a majority vote of the Trustees and may be re-elected without limitation as to the number of terms. Such officers shall serve at the pleasure of the Board of Trustees and may be replaced at any time by a majority vote of the Trustees.

ARTICLE V

MEMBERS

1. The Members of the Fund shall be those not-for-profit corporations that have met the requirements for membership in the Fund, which have executed an appropriate application for membership in the Fund, which application has been approved, and which are insured by and contribute premiums to the Fund for coverages provided by the Fund.
2. Members' application for participation in the Fund shall be approved by the Trustees, who shall determine the effective date of such participation; provided, however, the Trustees may delegate this authority as hereinafter provided.
3. The Trustees, in their sole discretion, may terminate the participation of any Member for one of more the following reasons:
 - a) Non-payment of premiums or assessments as required by the Trustees
 - b) Adverse loss experience.
 - c) Failure to cooperate with safety inspections or to adopt and implement safety recommendations.
 - d) Failure to report losses promptly.
 - e) Failure to maintain, on a continuing basis, the admission requirements stated in this Agreement and Declaration of Trust.
 - f) Failure to abide by the provisions of this Agreement and Declaration of Trust or the policies and procedures adopted by the Trustees from time to time.
4. The Trustees, or an agency or court of competent jurisdiction, may assess Members of the Fund for payment of the obligations of the Fund as necessary. Each Member's share of a deficiency for which an assessment is made shall be computed by applying to the premium earned from the Member on the Member's policy or policies during the period to be covered by the assessment the ratio of the total deficiency to the total premiums earned during such period on all Members' policies subject to the assessment. In the event one or more Members fail to pay an assessment, the other Members are liable on a proportionate basis for an additional assessment. The Fund, acting on

behalf of all Members who paid the additional assessment, shall institute legal action when necessary and appropriate to recover the assessment from Members who failed to pay it. In computing the earned premiums for the purposes of this provision, the gross premium received by the Fund from the Member shall be used as a base, deducting therefrom solely charges not recurring upon the renewal or extension of the Member's policy. No Member shall have an offset against any assessment for which that Member is liable on account of any claim for unearned premium or losses payable.

5. Members of the Fund agree that the neither the Fund nor its Trustees (present or former) are liable to a Member for claims for any amount above the amount of risk retained by the Fund on the Member's subject coverage or coverages.
6. Members of the Fund shall not have a direct right to participate in or choose the management of the Fund.

ARTICLE VI

ADMINISTRATION OF THE FUND

SECTION 1. MEETINGS

The Board of Trustees shall meet at least quarterly, and more often if required, at the principal office of the Fund or at such other location as may be acceptable to a majority of the Trustees. The Chairman of the Trustees shall set the date, time and location of each quarterly meeting, notice thereof shall be furnished to each Trustee and each Provider by the Secretary or Administrator not less than ten (10) days prior to the date of such meeting. Such notice shall specify the purposes of the meeting and any actions proposed to be taken at the meeting.

Whenever any notice is required to be given to a Trustee, the Service Company, the Administrator, the management of the Fund or its Chairman, such notice may be directed by first class mail, facsimile transmission or electronic mail to the mailing address, facsimile transmission number, or e-mail address of the recipient as recorded in the office of the Fund.

Special meetings of the Trustees, including telephonic meetings, may be held at any time and place, upon twenty-four (24) hours notice, provided all Trustees consent to the said meeting; consent shall be presumed unless a Trustee objects to such special meeting by filing written notice of such objection with the Chairman and Administrator within 24 hours of actual receipt of the action taken at such special meeting.

For the purposes of a duly called and noticed meeting of the Board of Trustees, a quorum shall consist of a majority of the Trustees then serving.

The Secretary, Administrator or their designee shall keep minutes of all meetings, proceedings and acts of the Board of Trustees, but such minutes need not be verbatim. The minutes shall be signed and dated by the Chairman of the Board of Trustees and attested to by the Secretary. The minutes shall record all decisions made by the Trustees concerning the operation of the Fund. Copies of all minutes of the meetings of the Board of Trustees shall be sent by the Secretary, Administrator or their designee to all Trustees. Such minutes shall be open to inspection by the Department.

SECTION 2. VOTING

All actions by, and decisions of, the board of Trustees shall be by the vote of a majority of the number of Trustees attending a duly called meeting of the Trustees at which a quorum is present, unless otherwise provided herein. Actions and decisions may be taken by the Board of Trustees relating to the business of the Fund without a meeting, provided such actions or decisions are consented to in writing by all of the Trustees within 30 days of such action.

SECTION 3. OFFICE OF THE FUND

The Trustees shall establish and maintain one or more offices of the Fund, the exact location of which shall be made known to the Trustees, Providers, and Members of the Fund; to the Department; and to appropriate governmental agencies and other departments of the State of Florida as required. The books and records pertaining to the Fund, and its administration, shall be kept and maintained at the principal office of the Fund. The claims records of the Fund shall be kept at the offices of the Service Company.

SECTION 4. EXECUTION OF DOCUMENTS

A certificate signed by the Chairman, and attested to by the Secretary shall be evidence of the action of the Board of Trustees, and any such certificate or other instrument so signed shall conclusively be presumed to be authentic, and all facts and matters stated therein shall conclusively be presume to be true.

SECTION 5. APPOINTMENT OF ADMINISTRATOR

The Trustees may designate, retain or create an Administrator to carry out the policies of the Trustees of the Fund and to provide the day-to-day management of the Fund. The Administrator may also be designated as the Fiscal Agent, or the Agency where qualified. Likewise, the Fiscal Agent or the Agency may be designated the Administrator.

Any Administrator appointed by the Board of Trustees shall furnish a fidelity bond or insurance policy payable to the Trustees as obligee, in an amount sufficient to protect the Fund against the misappropriation or misuse of any monies or securities held by or in the name of the Fund. Subject to the provisions of Section 4, Article VII, the amount of the bond shall be determined from time to time by the Board of Trustees to ensure adequate safeguard of funds managed or handled by the Administrator. Evidence of such bond shall be filed with the Department and/or other appropriate governmental agencies where required by law.

SECTION 6. APPOINTMENT OF FISCAL AGENT

The Trustees may designate, retain or create a Fiscal Agent to administer the financial affairs of the Fund.

Any Fiscal Agent appointed by the Board of Trustees shall furnish a fidelity bond or insurance policy payable to the Trustees as obligee, in an amount sufficient to protect the Fund against the misappropriation or misuse of any monies or securities held by or in the name of the Fund. Subject to the provisions of Section 4, Article VII, the amount of the bond shall be determined from time to time by the Board of Trustees to ensure adequate safeguard of funds managed or handled by the Fiscal Agent. Evidence of such bond shall be filed with the Department and/or other appropriate governmental agencies where required by law.

SECTION 7. APPOINTMENT OF SERVICE COMPANY

The Trustees may designate, retain, or create a Service Company for the purpose of providing such services as are reasonably prudent and necessary in the planning, maintenance and operation of the Fund. The Service Company may be charged with responsibilities that include, but are not limited to, the following:

1. The responsibility of providing complete claims adjusting and claims paying services, and
2. The responsibility of developing and implementing safety programs and safety engineering for the benefit of the Members of the Fund.

In providing the services for which it is contracted, the Service Company shall employ knowledgeable personnel, and shall comply with all applicable laws,

Any Service Company appointed by the Board of Trustees shall furnish a fidelity bond with the Trustees as obligee, in an amount sufficient to protect the Fund against the misappropriation or misuse of any monies or securities held by or in the name of the Fund. Subject to the provisions of Section 4, Article VII, the amount of the bond shall be determined from time to time by the Board of Trustees to ensure adequate safeguard of the funds managed or handled by the Service

Company. Evidence of such bond shall be filed with the Department and/or other appropriate governmental agencies where required by law.

SECTION 8. APPOINTMENT OF AGENCY

The Trustees may designate, retain, or create an Agency for the purpose of providing such services as are reasonably prudent and necessary in the planning, maintenance and operation of the Fund. The Agency may be charged with responsibilities that include, but are not limited to, the following:

1. The responsibility of, or assisting in, obtaining excess insurance coverage, errors and omissions coverage, and fidelity coverage in the name of the Fund,
2. underwriting functions and services,
3. comprehensive marketing services,
4. agency recruitment,
5. comprehensive policy services, and
6. premium billing, collection and accounting.

Any Agency appointed by the Board of Trustees shall furnish a fidelity bond with the Trustees as obligee, in an amount sufficient to protect the Fund against the misappropriation or misuse of any monies or securities held by or in the name of the Fund. Subject to the provisions of Section 4, Article VII, the amount of the bond shall be determined from time to time by the Board of Trustees to ensure adequate safeguard of the funds managed or handled by the Agency. Evidence of such bond shall be filed with the Department and/or other appropriate governmental agencies where required by law.

SECTION 9. INTERNAL FISCAL CONTROLS

In delegating authority to the Administrator, Fiscal Agent, Service Company and/or Agency, the Trustees shall ensure that no conflict of interest exists between the interest of the Fund and that of the Administrator, Fiscal Agent, Service Company and /or Agency. In the event that fiscal authority is delegated, the Trustees shall ensure that adequate division of responsibility exists, and that satisfactory internal fiscal controls are established to safeguard the Fund's assets. All business transactions between the Fund and businesses providing goods or services to the Fund shall be conducted in such a manner to ensure that such

business or financial relationship will not influence the outcome of the transactions. The Trustees shall exercise all reasonable precautions so that the businesses providing goods or services are not unjustly enriched due to the business or financial relationship with the Administrator, Fiscal Agent, Service Company and/or Agency.

SECTION 10. COMPENSATION AND REIMBURSEMENT OF TRUSTEES

The Trustees may establish from time to time, a reasonable amount of compensation to cover attendance at meetings of the Board of Trustees and the performance of the normal duties of a Trustee, which compensation may include reimbursement for necessary expenses incurred therewith.

ARTICLE VII

POWERS AND DUTIES OF THE TRUSTEES

SECTION 1. AUTHORITY OF TRUSTEES

The Board of Trustees shall have complete authority over, and shall retain ultimate control of, the assets of the Fund. The Board of Trustees shall be charged with the responsibility for all operations of the Fund, and shall conduct the business and activities of the fund in accordance with this Agreement, applicable statutes, governmental rules and regulations. The Trustees shall act in a prudent and responsible manner in safeguarding the assets of the Fund.

SECTION 2. APPROVAL AND TERMINATION OF MEMBERS

The Trustees shall approve participation in the Fund and terminate participation in the Fund based on sound underwriting guidelines, and the policies and procedures established and promulgated by the Trustees for participation in the Fund.

The Board of Trustees may delegate the ministerial authority of membership approval, and termination of membership to the Administrator, Service Company, Agency or such other person as they select, subject to the policies and procedures established and promulgated by the Trustees for participation in the Fund. In the event the Trustees delegate the authority to approve membership in the Fund, the Trustees shall ensure that the delegated authority is coupled with a reasonably imposed duty that only financially sound Members are considered for membership. The Board of Trustees may apportion duties between the Administrator, a Service Company and an Agency.

SECTION 3. ESTABLISHMENT OF FUNDS

The Trustees shall be responsible for establishing such Trustee funds, loss funds or other funds which may be required from time to time by the Florida

Statutes, or the policies and procedures of the Fund as may be established by the Trustees from time to time.

SECTION 4. POSTING OF SECURITY

The Trustees shall be responsible for and shall undertake, or require from the Providers, the posting of such security deposit and/or security bonds as the Trustees in their judgment deem to be reasonably prudent or as may be required to be posted with the Department pursuant to the Florida Statutes, or such other legislative enactments or administrative regulations which may be established from time to time.

SECTION 5. GOVERNMENTAL FILINGS

The Trustees shall be responsible for and shall cause to be filed such annual or other periodic filings, reports and disclosures as may be required from time to time pursuant to Section 624.4625 Florida Statutes or other applicable federal or state statutes or governmental regulations.

SECTION 6. DISTRIBUTION OF SURPLUS

The Trustees, by unanimous vote, may make a distribution of surplus monies to participating Members in a fair and equitable manner as determined in the sole discretion of the Board of Trustees and as the Trustees in their judgment deem to be reasonably prudent.

SECTION 7. FUND RECORDS

The Trustees shall maintain up-to-date, accurate and complete records of the Fund's finances. The accounts and records of the Fund shall be audited at least annually and at any other time necessary to determine the financial condition of the Fund.

SECTION 8. ADEQUACY OF RESERVES

The reserves for losses and loss development shall be reviewed not less than bi-annually to determine the adequacy of these reserves. Copies of all such reviews, audits and financial reports required by applicable statutes and rules shall be filed with the Department or as otherwise required by law.

SECTION 9. INVESTMENT

The Trustees shall be authorized to invest the Fund's assets. The Trustees shall adopt investment guidelines for the Fund that impose similar limitations on investments as those imposed by Florida law on authorized insurers.

SECTION 10. TERM OF SECURITIES

It shall be the responsibility of the Trustees to purchase securities in such denominations and with dates of maturity to reasonably ensure that the Fund's securities shall be redeemable at such time and in such amounts as the Fund's liabilities and obligations become due.

SECTION 11. MANDATORY POLICIES AND PROCEDURES

The Trustees shall adopt the following written policies and procedures which shall be approved by the Board and recorded in the minutes of the meeting at which they are adopted and which shall govern the Administrator, the Agency, the Service Company and any other third parties providing services to the Fund:

- (A) Investment of surplus monies and other funds.
- (B) Frequency and extent of risk assessment, loss control and safety engineering service to be provided to Members.
- (C) A schedule for payment and collection of premiums including a definition of delinquent premium.
- (D) Cancellation procedures, including cancellation for non-payment of premium and cancellation for excessive losses.
- (E) Delineation of authority granted to the Administrator and Fiscal Agent.
- (F) Delineation of authority granted to the Service Company and Agency.
- (G) Procedures for handling disputes among Members, including but not limited to disputes regarding premiums paid by Members.
- (H) Dividend policies and distribution of surplus.

SECTION 12. ADDITIONAL POLICIES AND PROCEDURES

The Trustees may prescribe such other policies and procedures as may, in their discretion, be proper and necessary for the sound and efficient administration of the Fund, provided the policies and procedures shall not be inconsistent with the provisions of this Agreement, applicable federal and/or state statutes and applicable governmental regulations.

SECTION 13. TRUSTEES LIABILITIES

No Trustee (present or former) shall be liable for any action or omission taken pursuant to this Trust Agreement except actions which are established to be improper acts taken for personal gain, in violation of criminal laws, or wilful misconduct. No Trustee shall be liable for any action or omission of any other Trustee or by any employee of a Trustee.

The Trustees are hereby authorized and empowered to obtain, at the expense of the Fund, liability insurance fully protecting the Trustees and the Fund from any loss or expense incurred, including reasonable attorney's fees, for all actions or omissions of the Trustees.

The Fund hereby agrees to save, hold harmless and indemnify the Trustees from all losses, damages and expenses incurred by said Trustees while acting in the capacity of Trustees to the fullest extent permitted by law and The Fund agrees to advance all such funds as are reasonably necessary for the legal fees and all expenses relating to the investigation and/or defense of any claim or proceeding brought against any Trustee (present or former), whether civil or criminal or administrative. The Trustees (present or former) shall not be required to repay any such advances unless they are determined by a court (after exhaustion of all appeals) to have engaged in wilful misconduct and a court of competent jurisdiction specifically finds that indemnification is prohibited by law.

SECTION 14. RELIANCE ON COUNSEL'S OPINION

The Trustees may consult with legal counsel concerning any questions which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement or the Fund created hereby; and the opinion of such counsel shall be full and complete authorization and protection in respect to any actions taken or suffered by the Trustees hereunder in good faith in accordance with the opinion of such counsel, and the Trustees shall be not liable therefore.

ARTICLE VIII

MISCELLANEOUS

SECTION 1. AMENDMENTS

This Agreement may be amended in writing at any time by a majority vote of the Trustees. However, this Agreement may not be amended so as to change the purpose as set forth in Article III above or to permit the diversion or application of any of the assets of the Fund for any purpose other than those specified herein or that would violate or affect the Fund's qualification under Section 624.4625 of

the Florida Statutes, unless as part of a termination, reorganization, incorporation or merger of the Fund as provided in Section 2 of this Article below.

SECTION 2. TERMINATION OF FUND

This Fund may be terminated at any time by the concurrence of a majority of the Trustees then serving, or by the concurrence of a majority of the Members of the Fund voting on such plan of termination proposed by the Trustees. In the event that this Fund reorganizes into an assessable or non-assessable mutual, or incorporates or merges with a stock company as may be allowed by law, and such reorganization, incorporation or merger requires or results in the termination of this Fund, then, and in such event, such reorganization, incorporation or merger shall be subject to the same approval as required for the termination of this Fund.

In the event of termination, the remaining assets available to the Fund, after providing for all outstanding obligations, shall be distributed, through a formula determined by the Trustees in accordance with Section 6, Article VII above, to the then participating Members.

SECTION 3. SITUS OF THE FUND

This Trust Agreement is executed and accepted by the Trustees in the State of Florida, and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws of the State of Florida.

SECTION 4. CONSTRUCTION

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words were used in this Agreement in the plural form, they shall be construed as though they were also used in the singular form in all situations where they would so apply.

SECTION 5. ENTIRE AGREEMENT.

This Agreement, and all properly enacted subsequent amendments, embodies the entire agreement and understanding between all parties herein and supersedes any and all prior agreements or understandings relating to the subject matter, including any oral agreements, if they exist.

SECTION 6. BINDING EFFECT; COUNTERPART.

This Agreement may be executed in counterparts and shall be binding upon and enforceable by the heirs, executors, administrators, legal representatives, successors, and assigns of the signatories hereto.

SECTION 7. AUTHORITY TO SIGN.

The parties signing this Agreement including all corporations not for profit who become Members of this Trust affirmatively represent that they are legally authorized to enter this Trust Agreement, competent physically and mentally, under the laws of Florida to enter into this Agreement, and do so voluntarily, without promise of anything other than those undertakings set out herein.

SECTION 8. SEVERABILITY.

Should any conflict arise between this Agreement and the written policies and procedures of the Fund, the terms and conditions of this document shall prevail. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 9. LEGAL FEES

In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to receive reasonable attorney fees and costs from the non-prevailing party.

SECTION 10. HEADINGS

The headings used in this Agreement are for ease of reference only and are not intended to affect the interpretation of this Agreement in any way.

IN WITNESS WHEREOF, this Agreement and Declaration of Trust Creating and establishing a Self-Insurance Fund for Not-For-Profit Corporations has been executed the date and year first above written.

SUNRISE COMMUNITY, INC.

By: 

Name: Jim Weeks

Title: ~~Executive Director~~

Vice President

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 8th day of June,
2007, by Jim Weeks as Executive Director of Sunrise Community, Inc., who is personally
known to me or produced _____ as identification.

Sherril L. Thorp
Notary Public
My Commission Expires:

U.C.P. OF FLORIDA, INC.

By: _____
Name: Joe Aniello
Title: Executive Director



STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____,
2007, by Joe Aniello as Executive Director of U.C.P. Of Florida, Inc., who is personally
known to me or produced _____ as identification.

Notary Public
My Commission Expires:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by Jim Weeks as Executive Director of Sunrise Community, Inc., who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

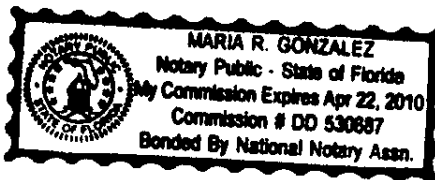
U.C.P. OF FLORIDA, INC.

By: _____
Name: Joe Aniello
Title: Executive Director

STATE OF FL
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 9th day of June, 2007, by Joe Aniello as Executive Director of U.C.P. Of Florida, Inc., who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:



2009 FEB 26 A 10:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED