(Re	equestor's Name)	
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PICK-UP	☐ WAIT	MAIL
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#### FILED SECRETARY OF STATE DIVISION OF CORPORATIONS

#### COVER LETTER

08 MAY 15 PM 1:29

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

SUBJECT: JONES CONGLOMEBATE BUSINESS TRUST

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

<b>FEES</b>	•
	۰

**Declaration of Trust** 

\$350.00

#### **OPTIONAL:**

**Certified Copy** 

\$ 8.75

FROM: MAKILYN A. BELL (TRUSTEE)

Name (Printed or typed)

LOUSD S.W. 49 PLACE

Address

GAMESVILLE FLORIDA 32608

City, State & Zip

(352) 374-8761 CELL: (352) 870-2236

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

## JONES CONGLOMERATE BUSINESS TRUST

A PRIVATE BUSINESS TRUST

08 MAY 15 PM 1:20	SECRETARY OF STATE DIVISION OF CORPORATIONS

Filing Fee:

\$350.00

Certified Copy: \$ 8.75 (optional)

CR2E063 (3/00)



### AN IRREVOCABLE BUSINESS TRUST 08 MAY 15 PM 1:29

	THIS	DECL	ARATION	OF TR	UST, made	this 9	M day	of	$\mathcal{A}_{i}$	an	in the	year of
our L	.ord,	Two	thousand	and	UST, made Eight Ball	, by	Mi	shaylo	<u>-</u> Z	odrdon		_ (the
"SETT	LOR"),	and_	Man	Lya,	Ba11	(tl	ne "TRU	STEE).				•

#### 1.1 CLASSIFICATION OF ORGANIZATION

This declaration of Trust is intended to create an irrevocable trust (the "Trust") and not a partnership or joint-stock association.

#### 2.1 DEFINITIONS

For the purpose of this Agreement, the singular shall include the plural, and the words "he" or "she" shall include both genders, and references to person shall include a corporation or corporations save where the context specifically so denies.

"Certificates of Capital Units" means a certificate representing a percent of the PROPERTY or corpus of the Trust. Any Exchanger shall receive Certificates of Capital Units, of indeterminable value, in exchange for the property they exchanged into the Trust. The Certificates of Capital Units legally consist of the immovable "Res" (Corpus of the Trust). The Capital Units are of indeterminable value until sold. Capital Units are not the same as Trust Certificates Units.

"Property" means real and personal movable or immovable property of any description and wheresoever situate including (without limiting the generality thereof) policies, cash, choses in action, deeds titles, assignments, mortgages and loans.

"Certificates of Trust Units" means a certificate representing a percent of the movable "Res" or the PROFITS of the Trust. Only the Beneficiaries may receive Certificates of Trust Units. Neither the Settlor, the Trustee nor the Exchanger may receive Certificates of Trust Units.

#### 3.1 TRUSTEE

The TRUSTEE upon signing this agreement shall be deemed the TRUSTEE, and within 20 days hereafter or sooner may appoint a qualified GENERAL MANAGER. Otherwise, the Trustee shall assume all the duties and responsibilities of the General Manager and/or Executive Secretary.

#### 4.1 GENERAL MANAGER

The GENERAL MANAGER shall have absolute and sole authority to determine what shall constitute principal and earnings, and shall have authority to determine if and when distributions will be made to the Beneficiary.

The GENERAL MANAGER upon signing a contract may within 20 days thereafter appoint an EXECUTIVE SECRETARY.

THE GENERAL MANAGER SHALL HAVE THE FOLLOWING POWERS, VIZ:

(a) The General Manager shall be authorized to issue ninety (99) Certificates of Capital Units (hereinafter call Capital Certificates) representing 99% of the beneficial interest in the trust estate. The General Manager shall not issue Certificates in excess of that number. The Capital Certificates

#### 16.1 TERMINATION OF TRUSTEE

At any time before the termination of the Trust, the happening of any of the following events or circumstances shall forthwith terminate the tenure of any company or person incorporated or resident within the situs of this Trust as Trustee hereof for the time being (hereinafter collectively referred to as "Resident Trustee") so that the Resident Trustee shall thereupon cease to be the Trustee hereunder, and to act as such Trustee, and shall be thereby divested of title to the capital and income of the Trust Fund, that is to say:

- (a) The declaration or existence of a state of war, in consequence of which the citizens, nationals or residents of the Trust Situs are declared to be or deemed to be enemies of any foreign government;
  - (b) The invasion of the Trust Situs by military forces;
- (c) The enactment of any Law or any action by or on the part of any government authority, agency, or officer or a foreign government, or having de-facto or de-jure jurisdiction over the Trust Situs, the purpose or effect of which is as follows:
  - (1) The acquisition, expropriation or confiscation of any of the assets comprising the Trust Fund or:
    - (2) To restrict in any way the use, investment or distribution of the Trust Fund or:
  - (3) The restriction, suspension or abrogation in whole or in part of the trust constituted by this Deed, or of any contract in relation to the Trusts hereby created, or to the Trust Fund, in which event, the Emergency Trustee shall forthwith become vested with title to the assets of the Trust Funds as if it had been the Trustee hereunder, and the forum for the administration of the Trust constituted by this Agreement shall forthwith be deemed to be the place of residence of the emergency Trustee and the Courts of the said place of residence shall have exclusive jurisdiction over all matters appertaining to this Deed and the Trusts hereby declared, and of any and all matters relating thereto. The appointment for the Emergency Trustee applicable at the time its appointment becomes effective, and the Emergency Trustee shall be entitled to remuneration calculated according to its scale of fees from time to time in force.

#### 17.1 NAME OF THE TRUST

The Trust constituted by this Agreement shall be known as JONES CONCLOMERATERUST

#### 18.1 DURATION OF TRUST

The duration of the Trust shall be for Ninety Nine years from the date hereof.

#### 19.1 CUSTODIAN OF RECORDS

Notwithstanding the title of "General Manager," he is NOT the Custodian of Records for the Trust. Provided that funds are made available for such services, the only Custodian of Records for the Trust must be an accountant who may also serve as "TREASURER." The Trust may contract, by Resolution, a Custodian of Records only if the budget so permits. In the alternative, the Trust may contract, by Resolution, a "SECRETARY" to keep the business records of the Trust.

#### 20.1 FURTHER PRIVACY PROVISION

This Contract and Declaration of Trust and all Trust business shall be kept private, protected by the common law privacy rights available in this and every other applicable jurisdiction. The penalty

#### **BUSINESS TRUST**

for the release of any information pursuant to the material contained within the context of this Trust or any related material, including flitch density method, is that such persons shall be fined or made the party of a tort action in the amount of not less than one hundred thousand (\$100,000.00) dollars.

#### 21.1 AUTHORITY

The Officers of the Trust shall not be required to obtain authority or approval of any court in the exercise of any power conferred hereunder, and shall not be required to make current reports or any accounting thereto.

Should it become necessary for a court of competent jurisdiction to protect the administration of the Corpus herein, it too shall be guided by the terms, conditions, purposes and intent of this indenture, and minutes interpreting the same.

#### 22.1 OBLIGATIONS

The Executive Secretary, in the absence of a Treasurer, shall pay all taxes (if any) assessments, charges, debts, bills and obligations arising out of the maintenance, operation and administration of this irrevocable trust. There shall be a charge upon the Trust for the above named obligations, and they shall be paid out of the income of the Trust. In the event and to the extent that the income may be insufficient for such, they shall be paid out of the principal.

#### 23.1 COMPENSATION

The Trustees, Executive Secretary, General Manager, and like officers representing the Trust, while on Trust business, are entitled to compensation as determined by the minutes by two thirds (2/3) vote of said Trust Officers.

#### 24.1 SUPPLEMENTAL MATERIAL

Included in this document is the "Master Plan for the Irrevocable Business Trust," written by Arthur Thomas, and published in the February, 1994, issue of <u>Life & Health Insurance Sales</u> magazine, Lexington, Kentucky. The article is attached, and is considered to be part of this document.

IN WITNESS WHEREOF the Settlor has hereunto set his hand and the Trustee has hereunto set his hand as of the day and year above written.

ALTNESSES

SETTLOE

indelyn Brewton

TRUSTEE

Dadon

STATE OF Florida COUNTY OF Alachua

BEFORE ME, the undersigned authority, personally appeared, Settlor, known to me to be the person described in and who executed the foregoing Trust Agreement and acknowledged executing same voluntarily and for the purposes therein stated, and who is personally known to me or who presented <u>Personally Know</u> as identification. WITNESS my hand and seal this <u>9</u> day of <u>M cy</u>

Sharon A. Presley Notary Public

My commission expires: Jan. 30, 2012



STATE OF Floride COUNTY OF Glachua

BEFORE ME, the undersigned authority, personally appeared, Wanton Self Trustee, known to me to be the person described in and who executed the foregoing Trust Agreement and acknowledged executing same voluntarily and for the purposes therein stated, and who is personally known to me or who presented Alexandly Known as identification.

who presented Ausmally Known day of May WITNESS my Hand and soal this 9th day of May O.

My commission expires: \( \alpha \). 30, 2012



### JONES GONGLOMERATE TRUST

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

08 MAY 15 PM 1:29

### ACCEPTANCE BY TRUSTEE

1. Monlyn Bell , hereby accept the appointment as Trustee of
JONES CONGLOMERATE TRUST.
This the 9th day of May, 20 07.  SHARON A. PRESLEY Natory Public - State of Floride by Countesian Expires Jan 30, 2012 Commission & DO 752001
[SEAL]
STATE OF Florida
COUNTY OF <u>Alachua</u>
I, a Notary Public for said County and State, do hereby certify that
Marilyn Boll appeared before me this day and acknowledged the due
execution of the foregoing instrument for the purposes therein expressed.
WITNESS my hand and Notarial Seal this the 9th day of May, 2008
Tharm A. Presley
My Commission Expires: 1/30/12

SECRETARY OF STATE DIVISION OF CORPORATIONS

08 MAY 15 PM 1:29

**Declaration** 

And

Contract

Of

**Trust** 

THIS DOCUMENT
IS TO BE INTERPRETED AND EXECUTED
UNDER THE RIGHT OF CONTRACT LAW
WITH THE ORIGINAL SITUS IN THE

# STATE OF FLORIDA COUNTY of LEON

THIS INDENTURE AUTHORIZES
IT'S TRUSTEE
TO PERFORM UNDER THE NAME OF

JONES CONGLOMERATE BUSINESS TRUST
TRUST

(AN IRREVOCABLE COMMON-LAW TRUST)