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2009 FEB 19 P 4:03

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FEB 20 2009
D.A. WHITE

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2009 FEB 19 P 4: 03

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TRANSMITTAL LETTER

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

SUBJECT: Declaration of 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: ALLtexture Drywall, LLC
Name (Printed or typed)

102 ALABAMA ST. STE "C"
Address

Crestview, Florida 32536
City, State & Zip

850 - 758 - 8357
Daytime Telephone number

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

FILED

THE STERLING EIGHT TRUST

2009 FEB 19 P 4: 03

A Florida TRUST

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 THE STERLING EIGHT TRUST, a
(Name of Trust)

Florida Trust hereby affirms in order to file or qualify
(State)

THE STERLING EIGHT TRUST, in the State of Florida.
(Name of Trust)

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

2. The principal address is P.O. Box 7166, Belle Chasse,
Louisiana, 70037 Attn: 111 Dr. Bowen St.
Belle Chasse, La. 70037

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

AIITEXTURE DRYWALL, LLC
STE "C"
102 ALABAMA ST., CRESTVIEW, Florida 32536

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]
(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.

Livingston, Office Overseer, [Signature]
Name: Peter McKelvey
Chairman of the Board of Trustees

JOE DANIEL CANNICEY
Notary Public, State of Florida
My comm. exp. Feb. 5, 2010
Comm. No. DD 514492

CR2E063(3/00)

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

THE STERLING EIGHT TRUST

A Common Law Irrevocable Unincorporated Trust
Organization

Trust Instrument

This entity comes into existence on the 16 day of February, A.D. 2009, as a result of private contract, entered into under the terms of this Trust Instrument, between and among the Parties signing hereto. The Right of the Parties to enter into and sign this contractual agreement is asserted by them to be guaranteed pursuant to the Constitution for the United States of America, as amended AD 1791, O.J., the Common Law Rights of Man, and as may be necessary, the Constitution of The State of Florida, AD 1838, O.J.

PART 1 INTRODUCTION

1.1 NAME AND TYPE OF ORGANIZATION

This Trust Instrument creates, by private contract, an Unincorporated Trust Organization, which is authorized by the contractual provisions of the Constitution of the United States of America, as amended AD 1791, O.J. Article I, Section 10, which Unincorporated Trust Organization is hereinafter referred to as the "Unincorporated Trust Organization," and which is to exist and function through its Board of Trustees, under the name of:

The Sterling Eight Trust

1.2 NATURE OF ORGANIZATION

This Unincorporated Trust Organization is created by contract. This entity, as a separate Lawful entity , will hold both general and Special Title to Soil, receive and hold all Right and Title to all things or chattels comprising the res, preserve the same in it's own name, engage in whatever business may be Lawful and will further the preservation and protection of the Trust Estate, in trust for certain Beneficiaries whose interests are represented by a Variable Interest Trust Certificate.

While words applicable to trusts, e.g., Trustor, Trustee, Beneficiaries, Trust Minutes, Trust Instrument, etc., are used for the sake of convenience, this Unincorporated Trust Organization is not a trust in the usual sense, in that the title to the Res of the Trust, both General and Special, and all Rights thereto, are held by the Board of Trustees. The Holders of Trust Certificates are third party Beneficiaries, hereafter referred to as "Beneficiaries."

Accordingly, just as the Unincorporated Trust Organization is not a trust in the legal sense, neither is it a creature of statute nor is it dependent in any way for its existence upon legislation other than the Constitutional provisions cited above. It is, therefore, NOT a corporation, a partnership, a limited partnership, an association, a joint venture, nor a club. There is no joint action or joint interest between the Beneficiaries and the governing body of the Unincorporated Trust Organization.

1.3 PURPOSE OF ORGANIZATION

The purpose of this Unincorporated Trust Organization is to sustain and improve the Trust Estate for the Beneficiaries, in order to provide for their health, protection, education, and welfare.

1.4 PLACE OF EXECUTION

This Trust Instrument shall be and is executed on the Soil of The State of Florida, AD 1838, Original Jurisdiction as one of the States of the United States of America, AD 1789.

1.5 GOVERNING LAW

This Trust Instrument is intended to be governed, construed and interpreted pursuant to the principles of Law and Equity of the forum wherein the execution took place. Said Lex Fori would be the Constitution of the United States of America, as amended AD 1791, O.J. and where not inconsistent therewith, the Constitution of The State of Florida, AD 1838, O.J. and all Laws made pursuant thereto. All Parties hereto agree to act according to the choice of Law as above.

1.6 ADMINISTRATION BY THE BOARD OF TRUSTEES

The Board of Trustees holds all Right and Title, both General and Special, as necessary, for the administration of the Trust Estate, to the full extent of the Law. The administration of this Trust Estate by the Board of Trustees shall be in accordance with the terms, conditions, and purposes of this Trust Instrument. Said Board of Trustees shall not be required to make or file current reports or any accounting to any person or institution except those mentioned herein.

1.7 PRIVACY AND CONFIDENTIALITY

All persons involved in the creation of the Unincorporated Trust Organization and thereafter its operations shall maintain the confidentiality of the Unincorporated Trust Organization. Specifically, an Acceptance of Position and Oath of Confidentiality will be executed by all Trustees, Trust Managers, and all other persons involved in the administration and/or operations of this Unincorporated Trust Organization. The Board of Trustees shall be charged with maintaining and protecting the documents and records of the Unincorporated Trust Organization from disclosure to any party having no Lawful right to the information set out therein. An Oath of Confidentiality shall be required of all persons who seek access to Trust documents and records.

1.8 TERMINOLOGY DEFINITIONS

Where there is only ONE Trustee, the term "Board of Trustees" shall be termed to mean "Trustee," until or unless more than one Trustee shall be appointed as herein provided. All references to the Trustee shall also include any Successor Trustee. All references to a Holder of Variable Interest Trust Certificates shall include all Reissued Variable Interest Trust Certificate Holders. The singular shall include the plural and the masculine shall include the feminine and neuter and vice versa whenever in this Trust Instrument the sense thereof requires.

SECTION 2 CREATION

2.1 PARTIES TO THE UNINCORPORATED TRUST ORGANIZATION

The Parties to this Trust Instrument are "Whoever may be the Trustor"(hereinafter Trustor) and "Whoever may be the First Trustee" (hereafter First Trustee), the latter acting as and on behalf of the Board of Trustees on the date of execution of this Trust Instrument.

2.2 TRUSTOR TRANSFER

The Trustor hereby offers to transfer to the Board of Trustees certain Soil, Chattels, and other Res as described in Schedule A attached, in exchange for all the initial Variable Interest Trust Certificates (VITCs). The Trustor hereby warrants he has full right to transfer the same.

2.3 TRUSTOR COVENANTS

- 2.3.1. The Trustor agrees, as part of the consideration hereunder, that he shall not:
- a. Reserve or retain any dominion or control over the Trust Estate, nor any substitution therefor, nor any increase thereof;
 - b. Exercise or retain any power to change, terminate, or impose any condition in any manner upon any Beneficiary;
 - c. Remove the First Trustee or any other Trustee or appoint other Trustees;
 - d. Exercise or retain any administrative powers over the Unincorporated Trust Organization, or;
 - e. Revoke, modify, terminate or change in any manner this Trust Instrument.
- 2.3.2 The Trustor further agrees and covenants that he shall not retain any initial Variable Interest Trust Certificates, wherein such retention of said VITCs would result in a benefit to the Trustor. Trustor shall request that the Board of Trustees approve the initial transfer of all or a portion of the VITCs to one or more specific Beneficiaries.
- 2.3.3. The Trustor further agrees and covenants that he shall not, and has not engaged in any secret agreements or pre-arrangements of any type with any of the Trustees of this Unincorporated Trust Organization that obligates them to act in any manner in his sole interest, rather than as fair, unbiased, and independent Trustees in the best interest of the Beneficiaries.

2.4 FIRST TRUSTEE COVENANTS

The First Trustee, by signing this Trust Instrument, hereby:

- a. Accepts by and on behalf of the Board of Trustees the Soil, Chattel and other Res to be set forth in Schedule A, hereafter referred to as the "Trust Estate."

- b. Accepts the conditions, terms and provisions of this Trust Instrument, and agrees to adopt Resolutions of the Board of Trustees, interpreting and implementing the same. Such resolutions to be recorded in the Trust Minutes of its meetings from time to time, which together shall serve as the governing instruments of the Board of Trustees.
- c. Agrees to transfer the Variable Interest Trust Certificates (VITCs) of the Unincorporated Trust Organization in accordance with the Trustor's directives as set forth in Schedule B.
- d. Agrees to execute an Acceptance of Position and Oath of Confidentiality to be preserved with the Trust Minutes and Records.
- e. Agrees to appoint a Secretary/Protector to monitor and protect the purposes of the Unincorporated Trust Organization in accordance with the Trustor's directives as set forth in Schedule B.
- f. Agrees to appoint additional Trustees to the Board of Trustees as necessary to conduct Unincorporated Trust Organization affairs.
- g. Agrees to designate such Successor personnel for Trustee, Trust Manager, and/or Trust Secretary positions as shall be deemed necessary to assure routine operation of the Unincorporated Trust Organization should any of those positions become vacant.

2.5 DOMICILE AND PRINCIPAL LOCATION

- 2.5.1 This Unincorporated Trust Organization shall be originally domiciled in The State of Florida, A.D. 1838, O.J. and shall this Indenture shall be interpreted and construed pursuant to the governing Law as stated in 1.5 supra..
- 2.5.2 The domicile, and thereby the controlling interpretational laws under which the Unincorporated Trust Organization shall be construed, may be changed to any state or nation as shall be deemed prudent, wise, necessary, or appropriate by the Board of Trustees to be in the best interest of the administration of the Unincorporated Trust Organization.
- 2.5.3 The principal physical and mailing locations of the Unincorporated Trust Organization shall be adopted by resolution of the Board of Trustees and recorded in the Trust Minutes.

SECTION 3 BOARD OF TRUSTEES

3.1 TRUSTEE ACCEPTANCE OF DUTY

- 3.1.1 After the First Trustee's Acceptance of Position and Oath of Confidentiality is recorded in the Trust Minutes, the First Trustee may appoint a Second Trustee, and the Board of Trustees shall increase or decrease by the number of Trustees as appropriate to the affairs of the Unincorporated Trust Organization.
- 3.1.2 Any Person of requisite Character and Capacity, subsequently appointed as Trustee shall indicate His acceptance of the provisions of this Trust Instrument by executing an appropriate Acceptance of Position and Oath of Confidentiality, which shall be recorded in the Trust Minutes. The Res and obligations of the Trust Estate shall immediately vest in such Person as Trustee for the Trust Estate without further act or conveyance.
- 3.1.3 No bond shall be required of the First Trustee, nor shall any bond be required of any future Trustee, unless the Board of Trustees by appropriate Minutes requires bonding of all of the Trustees.

3.2 MEETINGS OF THE BOARD OF TRUSTEES

- 3.2.1 The Board of Trustees shall provide for regular meetings at stated intervals without prior specific notice. Special meetings for emergency matters may be called by one or more of the Trustees upon three (3) days written notice to all other Trustees. A majority of all Trustees shall constitute a quorum for a business meeting. Participation and voting at any meeting may be done by telephone, facsimile machine, or other electronic process, as well as physical presence, so long as the particulars of such vote are documented in the Trust Minutes
- 3.2.2 All meetings and actions of the Board of Trustees shall be recorded by appropriate entry in the Trust Minutes. Trust Minutes shall be signed by the First Trustee and attested to by the Secretary/Protector.
- 3.2.3 All actions and/or Resolutions adopted at Regular and Special Meetings will be passed by affirmative vote of a majority number of all Trustees.

3.3 POWERS OF THE BOARD OF TRUSTEES

- 3.3.1 The Board of Trustees 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 or file current reports or any accounting thereto.
- 3.3.2 The execution of any instrument by any one Trustee shall be sufficient to bind the Unincorporated Trust Organization.

- 3.3.3 The Board of Trustees shall have all the powers necessary to operate, manage, and control this Unincorporated Trust Organization for the benefit of the Holders of Variable Interest Trust Certificates without any control from such Holders.
- 3.3.4 All decisions related to the Unincorporated Trust Organization made by the Board of Trustees in good faith shall be conclusive on all parties.
- 3.3.5 The Board of Trustees shall take any action which it deems necessary and proper to carry out the intent of any section herein, provided however, the Board of Trustees shall not possess the power to take any action contrary to controlling Law or inconsistent with the provisions of the Trust Instrument.
- 3.3.6 It is also expressly provided that the Board of Trustees shall not possess or exercise any power which would by its possession or exercise cause the receipts or principal of this Unincorporated Trust Organization to be subject to a claim for tax by a domestic or foreign jurisdiction, particularly to the Trustor hereof under any present or future provision of Law.
- 3.3.7 Any and all persons may add Res to this Trust Estate by gift, will or by deed with the consent of the Board of Trustees. Such transferors shall not thereby obtain or enjoy any rights or privileges as to any portion of the Trust Estate or with regard to any beneficial interest unless said transferor is already a holder of a VITC.
- 3.3.8 The Board of Trustees is specifically granted the authority to hold any or all added Trust Estate in whatever form it is received, even though the retention of such investment is not that of a prudent business judgment. The Board of Trustees shall move as quickly as practicable to improve the soundness of all Trust investments.
- 3.3.9 The Board of Trustees shall have, except as modified by the terms of this Trust Instrument and Resolutions or Minutes of the Board of Trustees determining the same, all powers of Trustees under the Common Law, including, but not limited to the power to:
- a) Open bank custodial management accounts in the name of the Unincorporated Trust Organization or any Trustee;
 - b) Make any type of investment for the benefit of the Trust Estate;
 - c) Borrow money for any Unincorporated Trust Organization purpose;
 - d) Buy, sell, hold Title to, and/or encumber Soil, Chattels or other things by mortgage, trust, deed of trust, or pledge;
 - e) Lease, with or without option to buy Soil, Chattels, or other things, both as Lessor and Lessee for any term, whether or not said term is beyond the duration of this Unincorporated Trust Organization;
 - f) Create easements, adjust boundary lines, make party wall agreements;
 - g) Sell in whole or in part, portions of the Trust Estate at public or at private sale without approval of any Court;

- h) Invest and reinvest in securities or properties although of a kind or in an amount which might be considered unsuitable for an Unincorporated Trust Organization investment; or
- i) Otherwise take any measures it deems appropriate to expand the capital and receipts of the Trust Estate.

3.3.10 The Board of Trustees shall have the full right and full power without any other authorization, to execute and/or seal in a method prescribed by the Trustees (if deemed necessary to use an actual literal seal), acknowledge and deliver any and all deeds, mortgages, assignments, pledges, releases (including partial releases), bonds, leases, options, agreements, notes, contracts, extensions of mortgages, discharges of mortgages, assignments of mortgages and all other kinds of written instruments or documents of any and every nature and description in connection with the Trust Estate, its Title or Possession thereto or thereof, as the Board of Trustees may decide to do in its own discretion and as they as Trustees may decide to do from time to time.

3.3.11 The Board of Trustees shall also have the power to improve and develop the Res of the Trust Estate by the erection of buildings, and to tear down, repair and rebuild the same.

3.3.12 No purchaser, mortgagee, pledgee, lessee, or tenant of or from the Board of Trustees shall be bound to see to or to be answerable for the proper application of any money paid by any person to the Board of Trustees for the purchase, use, or occupation of The Trust Estate, or any part thereof or for any other purpose.

3.3.13 The Board of Trustees may make payment of principal or receipts directly to and shall have the authority to deal otherwise with minors through their Lawful guardian(s) in all matters regarding the Unincorporated Trust Organization.

3.3.14 The Board of Trustees may make distribution or divisions of principal hereunder in Soil or in kind or both, at values determined by them.

3.3.15 The Board of Trustees may decide whether or not to make deductions from receipts for depreciation, obsolescence, or amortization, and if so, in what amount, so long as such actions conform to then acceptable accounting procedures.

3.3.16 The Board of Trustees may pay, compromise, or contest any claim or other matter directly or indirectly affecting the Unincorporated Trust Organization; and generally to do all things in relation to the Trust property which the Trustees could do if they were not Trustees and the Trust Estate property was not Trust Estate property, but was the Trustees' own.

3.3.17 The Board of Trustees may if it appears desirable for the more efficient operation of this Unincorporated Trust Organization, create one or more subsidiary

contracts or other entities to operate such businesses as may be included among the assets of this Unincorporated Trust Organization. Such subsidiary trusts or other entities shall be wholly owned by this Unincorporated Trust Organization.

3.4 COMPENSATION OF TRUSTEES, AGENTS, AND CONTRACTORS

- 3.4.1 The Board of Trustees shall have the power to contract for the services of any assistants, agents, brokers, attorneys, barristers, solicitors, clerks, aides, contractors, investment counsel, or others as it shall deem expedient for the proper functioning of the Unincorporated Trust Organization.
- 3.4.2 The Board of Trustees shall be authorized to pay all expenses of Trustees, Officers, Trust Managers, and like persons incurred while on Trust business.
- 3.4.3 All Trustees, Assistants, Trust Managers, the Secretary/Protector, and any Contractors that perform services for or in behalf of the Unincorporated Trust Organization shall be compensated at reasonable fees and/or be entitled to benefits based on the services provided. All fees shall be determined by the Board of Trustees. Once established, all such fee schedules and/or collateral agreements shall be outlined in the Trust Minutes. Once a fee schedule is established, it shall be attested to by the Secretary/Protector.

3.5 RESIGNATION OR REMOVAL OF TRUSTEES

- 3.5.1 Any Trustee shall have the discretionary power to resign in writing from the Board of Trustees. Additionally a Trustee may be removed from office by the unanimous vote of the remaining Trustees of the Board of Trustees or by the Secretary/Protector, acting alone.
- 3.5.2 Any Trustee may also be removed from office when guilty of fraud, theft, malfeasance or misfeasance in office, or other sufficient legal cause.
- 3.5.3 In the event of the incapacity, death, resignation, or removal from office of any Trustee, the Board of Trustees shall either appoint a replacement Trustee, or vote to reduce the number of Trustees. Should there remain no qualified Trustees to vote for a replacement Trustee the Secretary/Protector will appoint a new Trustee. Said new Trustee may appoint additional qualified Trustees.
- 3.5.4 Should there remain no qualified Trustees to vote for a replacement Trustee and no Secretary/Protector to appoint such Trustee, then in that event, the Beneficiaries may designate a Panel of three (3) competent and disinterested individuals to represent their interest. Should the Beneficiaries, as a body, fail to appoint said Panel, then the Beneficiary holding a VITC representing the greatest interest shall make such appointment. Said Panel will then appoint a new Secretary/Protector. The new Secretary/Protector will appoint a new Trustee. The new Trustee may appoint additional qualified Trustees.

3.5.5 All appointments of Trustees shall be recorded in the Trust Minutes and attested to by the Secretary/Protector.

3.5.6 A change of a Trustee for any reason shall not dissolve or terminate the Unincorporated Trust Organization, even if a Trustee position is vacant for a reasonably short period of time.

3.6 DUTIES, POWERS, RESPONSIBILITIES, AND LIMITED LIABILITY OF TRUSTEES

3.6.1 The Board of Trustees shall have only the duties, responsibilities, and the limited liability as set forth in this Trust Instrument, and no other.

3.6.2 The Board of Trustees as a whole or individually shall under no circumstances be personally liable for the appointment of, or for any action taken by the Trust Manager, the Secretary/Protector, or of any Agent, or Independent Contractor, or by any other person on behalf of the Unincorporated Trust Organization, except such liability as shall arise due to the negligence of such Trustee(s) in the act of appointment of an Agent or Independent Contractor.

3.6.3 The Trustees are liable for their own actions only in the capacity as Trustees, and in no manner is any Trustee personally liable for any action taken by anyone, including himself, by or in behalf of the Unincorporated Trust Organization, or other Trustees, or any other person whatsoever, whether contracted by such Trustee or not, for anything other than their own personal breach of the Trust Instrument, subject always to the provisions of Section 3.6.2 above.

3.6.4 The Trustees shall owe a duty of complete loyalty to the Unincorporated Trust Organization and to the Beneficiaries. Their actions as such shall be solely governed by the objectives of enhancing and benefiting the Unincorporated Trust Organization and the Beneficiaries. The Trustees shall in all respects avoid any conflicts of interest in carrying out their objectives as set out in this Trust Instrument.

3.6.5 Any losses sustained by a Trustee in the performance of his duties as herein set forth shall be reimbursed from the Trust Estate.

3.6.6 No Trustee shall have the power to bind any Beneficiary personally, nor shall any Trustee be personally liable in tort or on any written contract that the Trustee may enter into in good faith while carrying out his functions for this Unincorporated Trust Organization.

PART 4 TRUST OPERATIONS

4.1 ADMINISTRATION

- 4.1.1 The Board of Trustees shall have full authority to maintain, if deemed necessary, an office for the efficient management of the Trust Estate. All expenses incurred that are applicable to the operation of this office shall be paid from the account of the Trust Estate.
- 4.1.2 The Board of Trustees shall have full authority to determine what shall constitute principal of the Trust Estate, gross receipts therefrom, net receipts distributable to the Beneficiaries under the terms of this Trust Instrument, and allocate between principal and receipts, and any such determinations shall be conclusive.
- 4.1.3 Money accruing to the Trust Estate shall constitute the operating account of the Trust Estate. The Board of Trustees may authorize the liquidation of assets for the purpose of adding to said operating money. The Board of Trustees may, as deemed proper and necessary, provide for the operating money through any type of borrowing, either unsecured, or directly or indirectly secured. It may also designate third parties to hold money for specific purposes necessary to the use of the Unincorporated Trust Organization.
- 4.1.4 The Board of Trustees shall pay to any jurisdiction in which it conducts business all Lawful/legal taxes, assessments, charges, debts, bills and obligations arising out of the maintenance, operation and administration of the Unincorporated Trust Organization and Trust Estate. All charges upon the Trust Estate shall be paid out of the receipts therefrom. However, in the event and to the extent that the receipts may be insufficient, charges upon the estate shall be paid out of principal. The Board of Trustees' decision with respect to such matters shall be conclusive.
- 4.1.5 In any manner in which doing business under the name of the Unincorporated Trust Organization is not deemed to be prudent, the Board of Trustees is authorized to do business in the name of an individual Trustee, provided that such business DOES NOT affect the Lawfulness of either the business done or of the Unincorporated Trust Organization itself, and provided said business is recorded in the Trust Minutes as being done on behalf of the Unincorporated Trust Organization with necessary contracts. Said business shall only commence upon a unanimous agreement of the Board of Trustees.
- 4.1.6 Any Trustee or Holder of a Variable Interest Trust Certificate is authorized to loan or advance money to the Unincorporated Trust Organization for any purpose and any such loan or advance, together with stated interest, shall be a first lien against the Trust Estate, and shall be repaid therefrom, so long as any such loan or advance is recorded in the Trust Minutes.

- 4.1.7 Any Trustee may hold any two or more positions simultaneously in the Unincorporated Trust Organization, except the position of Secretary/Protector.
- 4.1.8 Any approved Minutes of the Board of Trustees authorizing what the Board determines to do or shall have done shall be sufficient evidence that such act is within its power to those doing business with the Unincorporated Trust Organization. Anyone lending or paying money to the Unincorporated Trust Organization shall not be obligated to see the application thereof.
- 4.1.9 The Board of Trustees is authorized to deal with the Trustor, to acquire additional Res through barter, exchange or payment therefor, or to sell Res, but always at a fair market value and for adequate and full consideration. Nothing in this paragraph shall be construed as conferring power upon the Trustor to reacquire the Trust Estate, or any part thereof.

4.2 TRUST MANAGER

- 4.2.1 The Board of Trustees shall, at its discretion, have power in connection with the management and control of the Unincorporated Trust Organization to appoint one of its Trustees, or a qualified non-Trustee, to the position of Trust Manager.
- 4.2.2 The Trust Manager shall have the authority to manage the routine day-to-day operations, or any specific portion, of the Unincorporated Trust Organization subject at all times to the approval and supervision of the Board of Trustees.
- 4.2.3 The Trust Manager may be removed from office at any time by resignation, death, incapacity or by action of the Board of Trustees. The Board of Trustees shall appoint a replacement Trust Manager in accordance with the needs of the Trust operations.
- 4.2.4 The Trust Manager shall accept his appointment by executing an Acceptance of Position and an Oath of Confidentiality, to be held in the Trust Records. The terms of his appointment and compensation shall be outlined therein and recorded in the Trust Minutes.

4.3 SECRETARY/PROTECTOR

- 4.3.1 The First Trustee, at the time of execution and acceptance of this Trust Instrument, shall appoint a Secretary/Protector, giving first consideration to any directives of the Trustor in Schedule B. The Secretary/Protector shall have the duty and power to protect the interest of the Beneficiaries. A Successor Secretary/Protector should also be appointed at that time.
- 4.3.2 The Secretary/Protector shall have the power, acting alone, to remove any Trustee at any time, upon written notice, if in the Secretary/Protector's considered opinion, the Trustee is using that office to the ultimate disadvantage of the

Beneficiaries, i.e., through either misfeasance or malfeasance. The Secretary/Protector shall assure that a qualified and financially competent replacement Trustee is duly appointed by the Board of Trustees.

- 4.3.3 Consistent with his duty, the Secretary/Protector shall have the power to attest to the correctness of all Minutes and Resolutions of the Unincorporated Trust Organization. The Secretary/Protector shall assure that all Minutes and Resolutions are consistent with the provisions of this Trust Instrument.
- 4.3.4 The Secretary/Protector shall serve as the Unincorporated Trust Organization Secretary or said Secretary/Protector may at his discretion appoint someone else to serve in that capacity.
- 4.3.5 The Secretary/Protector shall be the custodian and be responsible for the preservation of the original Trust Instrument, Trust Documents, the Book of Minutes, and any other Trust documents and records.
- 4.3.6 The Secretary/Protector shall demonstrate his acceptance of appointment by executing an Acceptance of Position and Oath of Confidentiality to be held in the Trust Records. The terms of his appointment and compensation shall be recorded in the Trust Minutes.
- 4.3.7 The Secretary/Protector may only be removed from office by incapacity, death, resignation or when guilty of malfeasance or misfeasance in office, or other sufficient legal cause. In the event the Secretary/Protector must be replaced, the Beneficiaries shall use the process provided in Section 3.5.4 to appoint a new Secretary/Protector.

4.4 TRUST SECRETARY

- 4.4.1 The Secretary/Protector may, at his discretion, appoint a qualified individual to serve in the position of Trust Secretary. The Secretary/Protector may also appoint a Successor Secretary if necessary for the needs of the Unincorporated Trust Organization and its operations.
- 4.4.2 The Trust Secretary shall perform all duties assigned by the Board of Trustees and primarily be responsible for the preparation and distribution of Trust Minutes and assisting the Secretary/Protector in maintaining any Trust documents.
- 4.4.3 The Trust Secretary may be removed from office at any time by resignation, death, incapacity or by the Board of Trustees or the Secretary/Protector. In this event, the Secretary/Protector may appoint a replacement Trust Secretary or he may choose to serve as Secretary himself.
- 4.4.4 The Trust Secretary shall demonstrate his acceptance of appointment by executing an Acceptance of Position and Oath of Confidentiality to be held in the

Trust Records. The terms of his appointment and compensation shall be recorded in the Trust Minutes.

4.5 DUTIES, RESPONSIBILITIES, AND LIABILITY OF TRUST PERSONNEL

- 4.5.1 Trust personnel shall have only the duties, responsibilities, and the limited liability as set forth in this Trust Instrument, and no other. All Trust personnel are bound by their Oath of Confidentiality to uphold the right to privacy of all Unincorporated Trust Organization affairs, especially and including past the date of their separation from the Unincorporated Trust Organization.
- 4.5.2 Trust personnel shall be liable for their own actions only in the capacity of their positions, and in no manner shall any Trust personnel be personally liable for any action taken by anyone, including himself, by or in behalf of the Unincorporated Trust Organization, for anything other than their own personal breach of the Trust Instrument.
- 4.5.3 Any losses or expenses sustained by Trust personnel in the due performance of their duties as herein set forth shall be reimbursed from the Trust Estate.

PART 5 BENEFICIARY

(NOTE: The term "Beneficiary" used in this instrument shall include the plural as well as the singular number.)

5.1 VARIABLE INTEREST TRUST CERTIFICATES

- 5.1.1 The Beneficiaries of this Unincorporated Trust Organization shall be the Holders of the Variable Interest Trust Certificates of the Unincorporated Trust Organization. The Board of Trustees shall issue no more and no less than ten (10) Variable Interest Trust Certificates (VITCs)
- 5.1.2 At the creation of this Unincorporated Trust Organization, initial Variable Interest Trust Certificates shall be transferred by the Board of Trustees in accordance with the Trustor's directives as set forth in Schedule B.
- 5.1.3 The initial issuance, as well as any future transfer of Variable Interest Trust Certificates, shall be approved by the Board of Trustees and recorded in the Trust Minutes, and such Minutes shall be conclusive proof of the proper Holder of any Variable Interest Trust Certificate(s) issued by the Board of Trustees.
- 5.1.4 The Board of Trustees, by unanimous resolution and attestation by the Secretary/Protector, shall have the power to reallocate the number and reissue Variable Interest Trust Certificates to better accomplish the purpose of this Unincorporated Trust Organization and the Trustor's directives as set forth in Schedule B.
- 5.1.5 A lost Certificate may be replaced by the Board of Trustees under such safeguards against future claims as the Board of Trustees deems necessary or desirable.
- 5.1.6 Any person, firm, corporation, or other entity acquiring the Variable Interest Trust Certificates of this Unincorporated Trust Organization hereby assents to, accepts, and approves all the terms and conditions, stipulations and agreements contained in this Trust Instrument and the Trust Minutes, with or without seeing said Trust Instrument and/or Minutes.
- 5.1.7 The possession of a newly issued Variable Interest Trust Certificate(s) representing an interest in the Trust Estate, or a Variable Interest Trust Certificate(s) being replaced, shall have the same binding effect on said Holder as on any original Holder from the first date of receipt.

5.2 TRANSFER OF VARIABLE INTEREST TRUST CERTIFICATES

- 5.2.1 The Variable Interest Trust Certificates, following initial issuance, shall be strictly limited in transferability, as set forth herein. The proper transfer of a

Variable Interest Trust Certificate shall entitle any new Beneficiary the same rights as the former Beneficiary.

- 5.2.2 Except as provided herein below, only the Holder has the right to initiate a request to the Board of Trustees for the transfer of any Variable Interest Trust Certificate(s). No purported transfer by any Holder shall operate to transfer any rights in the Variable Interest Trust Certificate(s), until and unless such transfer is first approved by the Board of Trustees. Such approval shall not be unreasonably withheld or delayed, provided such transfer is congruent with all procedures for such transfer, outlined herein and in the Trust Minutes.
- 5.2.3 The Board of Trustees may, in determining the reasonableness of any requested transfer, take into consideration the Trustor's directives as contained in Schedule B at the time of the establishment of the Unincorporated Trust Organization.
- 5.2.4 Approval of any request for transfer may be withheld if in the opinion of the Board of Trustees, the transfer is an attempt to use the Holder's Certificate(s) as security for a loan of any nature, or an attempt of the Holder to untimely anticipate a distributive share upon termination.
- 5.2.5 Transfers are not encouraged in any respect, except between family and relatives of the Holder.
- 5.2.6 Under no circumstances, after the initial transfer and reissuance of a Variable Interest Trust Certificate(s) to the beneficiaries, shall any future transfer of any Variable Interest Trust Certificate be made to the Trustor or to any person acting as his agent or alter ego.
- 5.2.7 Any determination of the Board of Trustees concerning such approval of the transfer of a Variable Interest Trust Certificate(s) shall be final.
- 5.2.8 The Board of Trustees is obligated to do no act which may provide grounds for the determination that the Unincorporated Trust Organization is an "association" in any present or future provision of law.
- 5.2.9 Any rights of distribution possessed by a Beneficiary shall terminate upon the Beneficiary's death. Any Beneficiary may file a written request with the Board of Trustees naming any person to whom he desires his Variable Interest Trust Certificate(s) to be transferred upon his death. Such request shall be considered by the Board of Trustees in the same manner as any other request for a transfer. Proper notice shall be given the Beneficiary so requesting such testamentary transfer of the Board of Trustee's approval or disapproval, in or within thirty (30) days of such request.
- 5.2.10 If upon the death of any Beneficiary there is contained in the Trust Minutes an approved testamentary transfer, upon receipt of the proper notice of such death by

the Board of Trustees and the surrender of the Certificate to be transferred, the Board of Trustees shall note the transfer in the Trust Minutes and issue a new Certificate according to such approved transfer.

- 5.2.11 In the event that there is no approved testamentary transferee upon the death of any Beneficiary, the Secretary/Protector, after being notified, may initiate a request to the Board of Trustees for a transfer consistent with the expressed or assumed natural disposition of the deceased Beneficiary. If a request is not made by the Secretary/Protector within one-hundred twenty (120) days from notification of a death of a Beneficiary, the Board of Trustees shall reallocate all said VITCs to the remaining Beneficiaries in accordance with their proportionate interests.

5.3 DISTRIBUTIONS

- 5.3.1 The Beneficiaries shall be entitled to a regular distribution made in accordance with the following formula:
"Beneficiary's percent (%) interest X Entire amount available for distribution"
The Board of Trustees shall make a determination as to the amount, if any, of monies at convenient intervals. The frequency and amounts can be changed at any time provided all changes are recorded in the minutes.
- 5.3.2 If it is determined by the Board of Trustees that there is money distributable to the Beneficiaries, the Board of Trustees may at its discretion distribute the amount of money available for same.
- 5.3.3 Any Beneficiary may apply to the Board of Trustees for an advance toward future distributions of both receipts and principal. Any advance distribution made to a Beneficiary may be made with or without interest being required and shall be charged to the account of such Beneficiary and deducted from any future distributions of monies. Should future distributions be insufficient to cover such advances, the balance of such advance shall be deducted from the Trust Estate and shall reduce the requesting Beneficiary's percent interest accordingly. Any decision of the Board of Trustees to distribute or not to distribute the sum of any advance shall be final.
- 5.3.4 The Holders shall be entitled to all of the Trust Estate which remains at the termination of this Unincorporated Trust Organization (in proportion to the percent interest of each Beneficiary.) No title to any Trust Assets or receipts therefrom shall vest in the Holder until the actual termination of this Unincorporated Trust Organization, and neither the receipts nor the principal of this Unincorporated Trust Organization shall be attached, applied or reached by any creditor for any debts of the Holder until title shall vest in such Holder.
- 5.3.5 No future benefit devolving on any Beneficiary under the Unincorporated Trust Organization shall form or constitute a portion of any communal or joint estate of

such Beneficiary, and shall remain the sole, separate and exclusive property of such Beneficiary. Should such Beneficiary be married or marry in community of property, then any benefit so accruing shall be expressly excluded from the community. Such benefit shall also be free from the interference, control or marital power of any spouse of such Beneficiary.

- 5.3.6 Ownership of a Variable Interest Trust Certificate DOES NOT entitle the Beneficiary to any management power in the Unincorporated Trust Organization. Ownership of Variable Interest Trust Certificates includes only the right of ultimate distribution to Holder thereof and such other privileges as herein specifically provided.
- 5.3.7 Any Beneficiary shall have the right to inspect the books maintained by the Board of Trustees upon seven (7) days prior written notice. The Beneficiary shall execute an Oath of Confidentiality prior to said inspection. Said inspection may include the Trust Minutes or any collateral written documents, including the Trustor's directives, provided however, that inspection shall not provide or allow for the copying, photographing or reproducing of any books, records, Trust Minutes or documents reviewed, without the express written approval of the Board of Trustees.
- 5.3.8 The death of a Beneficiary, or attempted transfer by a Beneficiary, shall not entitle the Beneficiary's heirs, legal representatives, or transferees any right to demand any division of the property of the Unincorporated Trust Organization, nor any special accounting, nor entitle such to any rights whatsoever.

PART 6 GENERAL PROVISIONS

6.1 IRREVOCABLE UNINCORPORATED TRUST ORGANIZATION

This Unincorporated Trust Organization is expressly irrevocable by the Trustor, and may not be altered, amended, or revoked in any respect except as set forth in Section 6.3 of this Trust Instrument, and may not be terminated except by the occurrence of the events as provided in Section 6.2.

6.2 TERM AND TERMINATION

6.2.1 The Unincorporated Trust Organization shall continue for a term of twenty-one (21) years after the commencement date. If the Board of Trustees shall unanimously determine that earlier termination is necessary to protect and conserve trust assets, the Board of Trustees may, by following the procedures to be used upon the expiration of the term of the Unincorporated Trust Organization, terminate the Trust at any time earlier than the designated term of this Unincorporated Trust Organization.

6.2.2 At any time within one (1) year prior to the expiration of the term in this Trust Instrument, the Board of Trustees, by unanimous consent, may decide to continue the Unincorporated Trust Organization for another term. The new term shall take effect immediately upon the expiration of the current term and no interruption in the affairs of the Unincorporated Trust Organization shall occur.

6.2.3 Upon the expiration of the term in this Trust Instrument, the Unincorporated Trust Organization shall automatically terminate. The Board of Trustees shall have continuing authority to act only to wind up the affairs of the Unincorporated Trust Organization as is necessary past the date of expiration. In the event that a Notice of Unincorporated Trust Organization is recorded, a Notice of Termination shall also be recorded and published as necessary. The Board of Trustees shall pay all remaining obligations of the Unincorporated Trust Organization and distribute the remaining assets to the Holders of Variable Interest Trust Certificates, dividing the assets proportionately. The Board of Trustees shall deliver over to these Holders a final accounting of their acts.

6.3 AMENDMENTS

6.3.1 The Board of Trustees shall have the power to amend the Trust Instrument to better carry out the purposes and intent thereof, or in order to conform to or comply with any controlling law, rule, regulation or order of any government body, provided, however that said Amendment may not be inconsistent with the basic Unincorporated Trust Organization purposes and intent, nor in derogation of the Board of Trustees' obligation to the Beneficiaries.

- 6.3.2 The Board of Trustees must vote unanimously and shall be attested to by the Secretary/Protector before any Amendment may pass and take effect.
- 6.3.3 If a Notice of Unincorporated Trust Organization has been recorded, then all duly authorized Amendment(s) shall also be appropriately noticed.

6.4 NOTICE TO THIRD PERSONS

- 6.4.1 Notice is hereby given to all persons, companies or corporations extending credit to, contracting with, or having claims against this Unincorporated Trust Organization or the Trustees hereof, that they must look only to the money and property of the Unincorporated Trust Organization for payment or for settlement of any tort, debt, damage, judgment or decree, or for any indebtedness which may become payable hereunder.
- 6.4.2 Any person shall be entitled to rely upon a copy of the original Trust Instrument and any instruments duly executed in accordance with the provisions thereof, to the same extent as the original document, when such copy is authorized by the Board of Trustees and the person has executed an Oath of Confidentiality. Said copy shall not leave the possession of the Trustees unless deemed appropriate and in the best interest of the Unincorporated Trust Organization.
- 6.4.3 Unless required by law, this Trust Instrument shall not be recorded or publicly disseminated; rather, a Notice of Unincorporated Trust Organization with references to provisions that would be pertinent to third parties who may deal with the Unincorporated Trust Organization, shall be recorded. In addition to other sections, the Notice of Trust shall specifically quote or accurately paraphrase Section 6.4.1 above.
- 6.4.4 All persons dealing in any manner whatsoever with the Trustee, Trust Estate or obligation hereunder, shall be held to have notice of termination of this Trust Instrument or Amendment thereof, when the same shall be recorded in the applicable public registry.

6.5 SEVERABILITY/ ENFORCEABILITY

- 6.5.1 If any sentence, paragraph, clause, section or provision of this Trust Instrument or the Trust Minutes is held to be unenforceable or invalid, it shall not affect any of the remaining provisions, and the remaining provisions shall stand and remain in full force and effect.
- 6.5.2 This Unincorporated Trust Organization shall be administered solely pursuant to the Rights protected by the Constitution of the United States of America, AD 1791, O.J., and the Common Law Rights of Contract.

Acknowledgments

Signed: Intending and Claiming Retention and Reservation of all Rights, Remedies, Powers, Defenses, Privileges, and Immunities pursuant to Original Jurisdiction,

Signed:

2/16/09
Date

On this 16 day of February, 2009, there appeared before me, Vee Darrin Chancey
Notary Public in and for the State of Florida, Overseer, Living Stones, Peter Guy McMahon, Overseer, and
either being personally known by me or having provided sufficient identification did affix his signature
hereto as his own free and voluntary act.

My Commission Expires

JOE DANIEL CHANCEY
Notary Public, State of Florida
My comm. exp. Feb. 5, 2010.
Comm. No. DD 514492

Notary Public for State of Florida:

SEAL:

2/16/09
Date

On this 16 day of February, 2009, there appeared before me, Joe Daniel Chavez,
Notary Public in and for the State of Florida, Joshua Stuart Weddington, and either being personally
known by me or having provided sufficient identification did affix his signature hereto as his own free and
voluntary act.

My Commission Expires

JOE DANIEL CHANCEY
Notary Public, State of Florida
My comm. exp. Feb. 8, 2010
Comm. No. DD 514402

Notary Public for State of Florida:

SEALS

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA