





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

**FILED**

TOPPERS TRUST

10 JAN -7 PM 3:04

A U.B.O. 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 TOPPERS TRUST, a

FLORIDA Trust hereby affirms in order to file or qualify

TOPPERS TRUST, in the State of Florida.

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

2. The principal address is 1963 DR MARTIN  
LUTHER KING KING SANDRA BUREAU

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

ARTHUR F DALOY  
1963 DR MARTIN LUTHER KING SANDRA BUREAU

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)

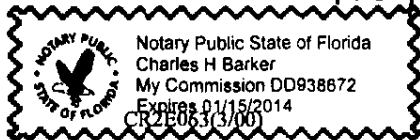
5. I certify that the attached is a true and correct copy of the Declaration of  
Trust under which the association proposes to conduct its business in  
Florida.

Charles H Barker

[Signature]  
Name:

NOTARY 12-17-09

Chairman of the Board of Trustees



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

MINUTES OF THE  
TRUSTEE MEETING OF  
TOPPERS TRUST

FILED

10 JAN -7 PM 3:05

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

BANKING RESOLUTION

The undersigned Trustee(s) for the above named organization created 12/17/09, in its initial meeting of the same date,

RESOLVED that Arthur Daley, being the Managing Director(s) of this organization, is/are herein fully authorized by the Board of Trustees to select and make application to any bank or financial institution for the purpose of establishing one or more checking and/or savings accounts in the name of this organization. Further, the Managing Director(s) and/or his/her designee, or other officers or agents of this organization as identified below, is/are authorized to make deposits and withdrawals, write checks, and maintain such accounts without further action of the Board of Trustees.

Further, the bank or financial institution is hereby authorized to pay out the funds of this organization as directed by the authorized signatories without further authorization from the Board of Trustees, whether such directives call for disbursements in cash, to bearer or to the order of any third party.

Further, the suggested title for the account is: TOPPERS TRUST  
ARTHUR DALEY Managing Director

The tax EIN is 01 626 9802

The following persons are authorized to sign checks or withdrawals from any accounts created with the selected bank(s) or institution(s) with \_\_\_\_\_ being required:

- 1) Name: ARTHUR DALEY Authorized Signature: [Signature]
- 2) Name: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_
- 3) Name: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

This BANKING RESOLUTION shall remain in full force and effect unless or until canceled or modified by the Board of Trustees.

BOARD OF TRUSTEES:

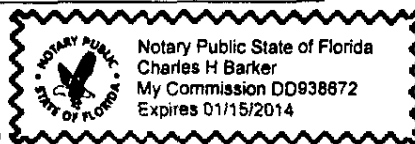
Date: 12/17/09

TOPPERS TRUST  
\_\_\_\_\_, Trustee

Charles H Barker  
Witness

Accepted by:  
Arthur Daley

Date: 12 17 2009



# INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is a contract entered into and executed this 17 day of DEC, 2009 by and between TOPPERS a Business Trust Organization, hereinafter called "USER," and ARTHUR TRANKIN DAVIS whose address is: 1963 DR MLK WAY S ARIZONA 34234 hereinafter called "Contractor."

WHEREAS, the User is desirous of purchasing the services of Contractor, and

WHEREAS, the Contractor is desirous of providing services to User for a fee,

THEREFORE, the parties hereto AGREE AS FOLLOWS:

1. **PURPOSE OF THIS AGREEMENT:** This agreement is a contract by and between the above parties which 1) establishes an INDEPENDENT CONTRACTOR RELATIONSHIP; which 2) absolutely excludes any employer-employee relationship; which 3) is expressly based upon, recognizes and relies upon, the common-law rights and freedoms preserved in the United States Constitution (Article 1, Section 10, Paragraph 1) protecting the right of persons to contract; and which 4) is subject to, and in consideration of, the following terms, conditions, mutual promises and understandings of the User and Contractor.

2. **SERVICES TO BE RENDERED:** During the term of this Agreement, the Contractor shall provide the following service(s) to the User: IN GOOD FAITH.

3. **USER WILL PROVIDE:** During the term of this Agreement, the User will provide the following for contractor:

4. **COMPENSATION TO CONTRACTOR:** The User agrees to compensate the Contractor at the rate of \$\_\_\_\_\_ per \_\_\_\_\_, based on actual services rendered by the Contractor, which may be documented to the User from time to time upon request, Compensation will be tendered by check from the User within five (5) days after billing is received from the Contractor for said services.

5. **QUALITY CONTROL:** The User retains the right to establish standards of Contractor's performance, to evaluate effects of said performance, and to approve the results of said performance.

6. **METHOD OF PERFORMANCE:** The Contractor retains the right to determine which methods of performance shall be used to achieve the end results.

7. **FACILITIES:** All services by the Contractor shall be performed/provided at the following location(s):

1963 DR MLK KING S ARIZONA 34234

8. **EXPENSES AND EQUIPMENT:** The Contractor shall pay for all of his/her personal and related expenses, and shall supply all tools, equipment and materials necessary for the performance of his/her services.

9. **LENGTH OF CONTRACT:** This contract shall run from \_\_\_\_\_ to \_\_\_\_\_ otherwise, it shall run from day to day or until the work of the Contractor is completed and approved by the User.

10. **TERMINATION:** Either party may terminate this contract upon delivering thirty (30) days prior written notice of termination to the other party at the address specified above.

11. **COMPETITION:** The Contractor is not restricted in any way from supplying his/her services to other parties while under this contract, even if such activities are related to or in competition with the business of the User. The Contractor, however, is herein expressly restricted from employing the User's trade secrets, formulas, and the like for his/her own gain, and from revealing the same to competitors.

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TALLAHASSEE, FLORIDA

12. **INDEPENDENT FREE AGENT:** The Contractor is a free agent, and herein acknowledges that he/she offers services to other businesses or to the general public in the ordinary course of business, and maintains his/her office and principal place of business at the address given above. Nothing in this agreement shall be deemed or construed to create a partnership, joint venture, employer/employee relationship, or principal-agent relationship between the Contractor and User.

13. **LIABILITY:** Neither party shall be liable for the acts or omissions, debts or obligations of the other party except as expressly set forth herein.

14. **TAXES AND INSURANCE:** The Contractor and his/her agents or employees (if any) affected by this Agreement shall be liable and responsible for any and all local, state and federal taxes deemed owed as a result of the performance of services hereunder, including, but not by way of litigation, Social Security, Unemployment Compensation, Workmen's Compensation, or any other compulsory taxes, dues or fees which affect employers and employees. The Contractor herein agrees to carry his/her own insurance for injury, sickness, public liability, retirement, etc. as deemed necessary as a consideration for entering into this Agreement. The Contractor further acknowledges that he/she is not entitled to benefits under Workmen's Compensation and/or Unemployment Benefits during or after his/her term of service.

15. **HOLD HARMLESS:** The Contractor assumes all risks and liabilities relating to the performance of services under this Agreement, and herein agrees to indemnify and hold the User harmless from, and shall defend User from, all demands, claims, causes of action, loss, damages or liabilities of any and every kind whatsoever that result from the rendering of Contractor's services hereunder.

16. **DISPUTES:** In the event of any unresolved disagreement between the parties herein, equity shall supersede prior adjudicated cases. Any question of interpretation or claim shall first be submitted to binding arbitration under the rules of the American Arbitration Association. The prevailing party shall be entitled to satisfaction, plus legal fees and costs.

17. **GOOD FAITH:** Each party affirms that it has entered into this Agreement in good faith, and shall endeavor to execute the promises, terms and conditions herein with diligence and in the best interest of the other party.

18. **UNENFORCEABLE PROVISIONS:** If any portion or provision in this Agreement becomes void, invalid or unenforceable, the remaining portions or provisions shall remain in force and effect.

19. **ADDITIONAL TERMS/CONDITIONS:**

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20. **ENTIRE AGREEMENT:** This is the entire Agreement between the parties hereto. No part of this Agreement is oral. Any amendments, additions or deletions to this Agreement, or any modifications of the provisions herein, shall be documented in writing and signed by both parties.

WITNESS our hands this 17/12/09 day of DEC, ~~2009~~ 2010

USER (TRUST NAME):

TOPPERS  
BY: \_\_\_\_\_ Title: \_\_\_\_\_

CONTRACTOR:

ARTHUR F DALEY  
Name: \_\_\_\_\_

# DECLARATION

Creating

TOPPERS TRUST  
A PURE TRUST ORGANIZATION

**THIS DOCUMENT** is a contract and declaration between the undersigned parties, known hereinafter as the "Creator" and the "Exchanger".

WHEREAS the Creator herein offers to create for consideration an organization under common law having a fixed number of certificates which evidence a right of distribution, commonly known as a Pure Trust Organization or Unincorporated Business Organization, and

WHEREAS the Exchanger herein desires to bargain and exchange, in trade, good and valuable consideration for certificates of the newly created organization,

THEREFORE, the parties mutually agree, promise and covenant as follows:

1. **CONSIDERATION:** The Exchanger herein agrees to bargain, exchange, assign, convey and deliver to this organization or its appointed Trustee, a promissory note payable upon demand, for twenty-one dollars denominated in United States Silver Certificates, plus other good and valuable consideration, in exchange for 005 certificate(s) evidencing a right of distribution as promised by the Creator. Immediately upon execution of this agreement, the Creator agrees to appoint a Trustee having authority to carry out the exchange and hold and administer the consideration received. This initial exchange, a description of the consideration, whether personal and/or real property, and the number of certificates issued, shall be documented in the minutes of the organization. Both parties herein contract to perform, and agree that this exchange is not a sale or a gift, but an *equal-in-value* exchange.

2. **ADMINISTERED AS TRUST ESTATE:** The assets of this organization shall be deemed, for administrative purposes, a trust estate and the consideration received from the Exchanger shall be deemed the initial corpus. Any additional property received from any future exchanger or any party shall be deemed an addition to corpus. Any persons may add property of any character to the trust estate at any time by gift, grant, conveyance, exchange, insurance proceeds, assignment, will or any other method so long as the property and method of transfer is approved by the Trustee(s). All assets belonging to the trust estate shall be listed on Schedule "A", or an addendum to Schedule "A", and administered as provided herein.

3. **IRREVOCABLE AGREEMENT:** The parties herein agree that this contract and declaration, including all trust provisions contained herein, shall be irrevocable. The Exchanger irrevocably relinquishes all rights to the property exchanged into this organization. Neither the Creator nor the Exchanger nor any certificate holder shall have any right to revoke or amend this contract and declaration. Amendment may only be made by unanimous approval of the Board of Trustees as provided herein. Further, the board of Trustees shall have exclusive power to construe and determine the meaning and intent of this contract and declaration.

TOPPERS TRUST  
TRUST NAME

4. **APPOINTMENT OF TRUSTEE:** Upon execution of this contract and declaration, the Creator shall appoint a Trustee, known hereinafter as the "first" Trustee, to administer this organization as provided herein. The first Trustee shall provide the Creator a written acceptance of the appointment (pg 17), which shall be made a part of the permanent records.

5. **BOARD OF TRUSTEES:** The first Trustee, upon acceptance of the appointment, may thereafter appoint a second Trustee. They in turn may jointly appoint one or more additional Trustees and may designate successors. The Trustees shall collectively act by authority of this contract and the trust provisions contained herein as a Board of Trustees for the purpose of holding and administering company assets for the benefit of certificate holders. At no time shall more than half of all Trustees be related to or subordinate to any person holding more than fifty percent of the outstanding certificates. All members of the Board of Trustees shall serve without bonds.

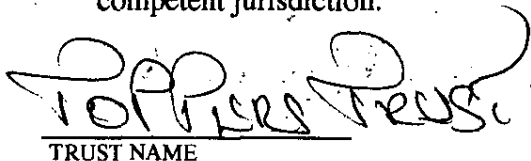
6. **DISCRETIONARY POWERS:** The parties herein agree that the Board of Trustees shall have absolute and sole discretionary power over this organization, its assets and earnings therefrom. The Board shall have authority to determine what shall constitute principal and earnings, how such assets shall be allocated, and shall have absolute authority to determine if and when distributions of principal or earnings will be made to certificate holders.

7. **ACCEPTANCE BY TRUSTEES:** The first Trustee, for himself and all subsequent Trustees and successor Trustees, by accepting the appointment as Trustee of this organization causes all present and future Trustees to agree to the following:

- A. They accept the initial gift or conveyance of property on behalf of the organization and acknowledge the delivery of all property specified on Schedule "A".
- B. They agree to conduct the organization's affairs in good faith, in conformity with the terms and conditions set forth in this contract and its inherent trust provisions.
- C. They agree to exercise their best judgment and discretion to conserve and improve the property of the trust estate in accordance with decisions of the Board of Trustees as set forth in the organization's minutes.
- D. They agree, upon final liquidation of the trust estate, to distribute the assets to the existing certificate holders as their contingent rights may appear.

8. **ADMINISTRATIVE PROVISIONS:** The Trustees, and their successors, may hold administrative offices within the organization, and may singularly or collectively exercise authority granted by the Board of Trustees in the management of company affairs. They are herein authorized to exclusively manage, administer and control the trust estate without the consent of certificate holders. The following specific terms and conditions apply:

- A. The Board of Trustees shall be at least one (1) in number, and may be increased as deemed necessary in the manner set forth above.
- B. A Trustee may resign or be removed from the Board, with or without cause, by a resolution of the Board of Trustees determined by a majority vote or by a mandate of a court of competent jurisdiction.

  
TRUST NAME



- C. In the event of death, removal from the Board, or resignation of a Trustee, the vacant position shall be filled by a successor Trustee, if preappointed, or the remaining Board of Trustees may appoint a successor by unanimous vote. Should the entire Board of Trustees become vacant, upon proper application by a qualified party, a court shall appoint one Trustee who, after accepting the appointment, shall in turn appoint a second Trustee, and they may jointly appoint others as provided in the manner set forth above.
- D. The signing and acknowledging of this contract by any Trustee or Trustees shall constitute the Trustees' collective acceptance of this contract and its trust provisions and the Trustees' acknowledgment that this organization's property and assets are vested in fee simple in the trust estate without any further act or conveyance by the Board of Trustees. The Trustees as discretionary fiduciaries shall hold legal and equitable title to all assets.
- E. The Board of Trustees may provide for meetings at stated intervals without notice, and special meetings may be called at any time by one or more Trustees upon three day's written notice. At any regular or special meeting, a majority of the Trustees shall constitute a quorum for conducting business, provided affirmative action may only be had upon a majority vote of the Trustees, whether present or absent, except that in a special meeting called for a special purpose the majority present may affirmatively act in emergency matters. A telephone or fax vote shall be a valid vote.
- F. Any resolution of the Board of Trustees shall be deemed within the Board's power so long as the resolution is not inconsistent with this organizational document and any amendments thereto.
- G. The Trustees shall be controlled by this document as amended and future resolutions of the Board of Trustees. All meetings and resolutions shall be recorded in a company minute book.
- H. The Trustees shall keep proper records and accounts as the Board of Trustees deems necessary for the proper management of the trust estate.
- I. The Trustees shall not be required to individually assume liability for loss of company assets while acting in good faith on behalf of the organization, or for any act or omission of any other Trustees, agents or employees. They shall, however, be liable for their own breach of good faith if such breach is established in a court of competent jurisdiction. If a Trustee shall for any reason suffer a personal loss while providing good faith service to the trust, the Trustee shall be reimbursed for such loss from the trust estate.
- J. The Board of Trustees, at the expiration of the term as set forth herein, shall wind up company affairs and terminate the company operations, making final distribution as provided. If the organization was recorded publicly, the Trustees shall file with the Recorder a notice of termination; and the Trustees, thereupon, shall automatically be discharged, provided final administration and distribution was made in accordance with the terms and conditions of this agreement. Otherwise, a court of equity may be invoked to review and correct any tort or error.
- K. When there are no longer trustees and beneficiaries the Manager will have the right to dissolve the trust by following the procedures in "J".

9. **TRUSTEE POWERS:** The Trustees shall have general common law powers over the

*JOHN LEE TRUST*  
 TRUST NAME

company and the trust estate herein, and may do anything any citizen may lawfully do in any state or country. Specifically, but not by way of limitation, they shall have all rights, authority and power as follows:

- A. To compromise or abandon any claims arising out of, in favor of, or against the company and its trust estate, and the Trustees' good faith decision in that regard shall be binding and conclusive on all parties.
- B. To manage, invest and reinvest the trust estate, or any part thereof, in any kind of property or venture which men of prudence, discretion and intelligence consider for their own account, without being restricted to investments which are ordinarily permitted by law or customarily used for trust funds, and without restrictions as to the duration of this organization. Specifically included, but not by way of limitation, are real estate, collectables, gems, art works, precious metals, corporate obligations of every kind, preferred and common stock, commodities, mutual funds and trust funds.
- C. To open, maintain and close bank and thrift accounts of every kind, and conduct all monetary affairs of this trust (see page 43).
- D. To sell at public or private sale for cash, credit, or cash and credit, and upon such terms and conditions as the Trustees may deem proper.
- E. To sell, grant, convey, mortgage, option, rent, lease or pledge all trust estate assets, real, personal or mixed, in such manner as deemed appropriate.
- F. To borrow on or encumber the trust estate without restriction, and to make loans with or without security. All borrowed funds shall immediately become a part of the trust estate.
- G. To allocate capital gains and/or dividends to trust principal as may be deemed appropriate or advantageous to the trust estate.
- H. To register company property in the name of the company, a fictitious trade name of the company, a Trustee or nominee so long as company ownership of such property can be clearly demonstrated.
- I. To make distributions in cash or in kind and to assign values to such property according to the Trustees' best judgment.
- J. To accept additions to the trust estate by deed, will, assignment, exchange, gift, grant, insurance proceeds or any other methods deemed acceptable to the Trustees. The Trustees are further authorized to honor any buy-sell agreements extant as to any property or interest held in trust.
- K. To elect and remunerate officers from the Board or elsewhere as deemed appropriate or expedient. To hire and remunerate employees, agents or contractors. To incur and pay the ordinary and necessary expenses of administration, including, but not limited to, legal fees, accountant's fees, Trustee fees, brokerage fees, consulting fees and the like, and to allocate all the expenses and receipts between principal and income as the Trustees shall deem proper.
- L. To give proxies, to deposit securities with and transfer title to committees representing securities holders and to participate in voting trusts, reorganizations and other transactions involving the common interest of security holders.

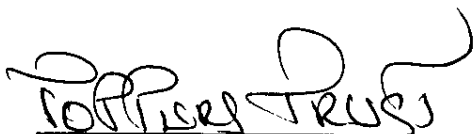
WORTH TRUST  
TRUST NAME

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- M. To open margin accounts with securities firms and commodities traders and to buy, write or trade in options, commodities, and to make short sales. The Trustees shall be empowered to hold securities in their own names, the name of a nominee, in street name, or unregistered in such condition that ownership will pass. The Trustees shall incur no liability to the company for any loss. Further, any securities firm or commodities traders may rely on this document and the trust provisions herein in respect of a Trustee's authority without making further inquiry.
- N. The Trustees are expressly authorized to hold, manage and operate any company property, or business or enterprise. The profits and losses, if any therefrom, shall be chargeable respectively to the trust estate.
- O. The Trustees are authorized to pay all taxes out of the trust estate, and have complete discretion, power and authority to make any decisions or elections that would effectively minimize such taxes.
- P. The Trustees may expressly delegate one or more of their powers to any other person or persons as may be deemed expedient for the management of company affairs, and may revoke such delegation at any time by written notice delivered to such persons.
- Q. The Trustees, by a majority vote, may change the domicile of the company with or without cause if they deem such change will protect or benefit the trust estate.
- R. The Trustees, by unanimous vote, may make amendments to this contract and declaration and take such other consequential actions as they deem necessary or appropriate to protect the integrity of the organization and to insure the organization will continue to function and be administered in the best interest of certificate holders and in the manner intended.
- S. The Trustees, by majority vote, may at any time and at their sole discretion wind up company affairs, terminate this organization and make distributions of the trust estate to certificate holders as provided herein.

**10. RIGHT TO DISTRIBUTION:** The Trustees have discretionary powers to make distributions from this organization without regard to equality of certificate holders except for final liquidation. Notwithstanding, a right to any distribution from this organization shall be evidenced by the holding of one or more certificates, and the following provisions respecting such certificates shall remain in full force and be carefully observed by the Trustees, certificate holders, and interested third parties at all times:

- A. The Trustees shall be authorized to issue one hundred (100) certificate units (hereinafter called TCUs or certificates), representing 100% of the rights to distribution from the organization's trust estate. The Trustees shall not issue TCUs in excess of that number. The TCUs shall have no par value, and the Trustees shall not place any nominal value on TCUs at any time. TCUs are non-assessable, nontaxable, nonnegotiable and limited in transferability. The lawful possessor shall be construed the true and lawful owner thereof. The Creator herein may own TCUs. No person having or controlling a majority vote on the Board of Trustees, however, shall have or possess any rights to distribution from the trust estate.

  
 TRUST NAME

- B. The Trustees are authorized to receive property into the trust estate in exchange for a negotiated number of TCUs. The party exchanging the property shall be deemed to be an Exchanger. All owners of TCUs shall be identified on a Registry of Trust Certificate Units (page 53), kept in the company minute book. Ownership of TCUs shall not entitle the holder to any legal or equitable title in the company or the trust estate, nor to any undivided interest therein, nor management thereof.
- C. TCUs shall be immune from seizure by any creditor of the lawful owner.
- D. Death, insolvency or bankruptcy of any TCU holder, or the transfer of his TCUs by gift, exchange or sale, shall not operate as a dissolution of this organization or its operation or business; nor shall such events entitle his creditors, heirs or legal representatives to demand any partition or division of the trust estate or any special accounting. Death of a TCU holder shall terminate his or her rights under the TCU and said rights may not thereafter pass by probate or operation of law to any heir or legatee, but shall revert to the Board of Trustees to be reissued as determined by an action of the Board.
- E. TCUs may be surrendered to or transferred back to the organization subject to the approval of the Board of Trustees, but may not otherwise be pledged, assigned, hypothecated or transferred by a TCU holder without the consent of a majority in interest of all other current TCU holders. Should a TCU holder transfer or surrender his TCUs to the organization, the Board of Trustees may, at its sole discretion assign, convey or exchange said TCUs to any other person(s) or entities upon approval of the Board. If any TCU holder contests, in any court of law, the validity of this organization or any provision herein, or the authority of the Trustees, that TCU holder's certificates shall revert back to the Board of Trustees and may be reissued to other parties at the discretion of the Board.

**11. NEGOTIATION AND EXCHANGE:** The Trustee is herein authorized to bargain, exchange, trade or sell certificates to a willing Exchanger upon board approval at the initial Board of Trustees' meeting or any time thereafter.

**12. NOTICE TO THIRD PARTIES:** Notice is hereby given to all persons, companies or corporations extending credit to, contracting with or having claims against this organization or its Trustees, that they must look only to the funds and property of the organization for payment or for settlement of their damages, accounts receivable or claims. The Trustees, officers or agents of this organization are not personally liable for the organization's obligations.

**13. COPIES AS ORIGINALS:** A copy of this organizational document bearing the seal or signature of a Trustee, or a copy certified by a Notary Public as a correct copy, shall be relied upon as an original document and shall have the full force and effect of the original document in every respect.

**14. PURPOSE AND INTENT OF THIS AGREEMENT:** This contract with trust provisions is intended to create a common law contractual company, (also known as an Unincorporated Business Organization) for receiving, conveying or holding property in fee simple, and for providing prudent management of such property, and for conducting any legitimate business through appointed Trustees for the benefit of certificate holders. The Trustees shall hold both legal and equitable title to the trust estate, and shall act solely within their powers as provided herein and within their common law rights and immunities. The administration of this organization shall be amenable to judicial regulation and under the protection of the court. If any provision herein is unenforceable, the remaining provisions shall nevertheless be carried into effect. Nothing herein contained shall be construed as an intent to evade or contravene any law,

TOPPER  
TRUST NAME

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nor to delegate to the Trustees any special power belonging exclusively to a statutory company, franchise or incorporation.

**15. COMMON LAW ORGANIZATION:** The Creator expressly declares this to be an organization founded upon the freedoms and rights inherent in the common law of the Republic of the United States of America, and all references herein to the United States shall be construed to refer to the Continental United States of America in its original context as set forth in the Constitution of the United States, the original Bill of Rights and the state constitutions of the several sovereign states comprising the union of the United States of America. This organization, then, is created under the common law of contracts, protected by Article 1, Sec. 10, Para. 1 of the Constitution of the United States. It is, therefore, not created under the statutes of any U.S. state, and does not depend upon any statute for its existence. It is not a partnership or corporation or statutory trust, but a separate legal entity having its own common law identity.

**16. LEGAL DOMICILE:** This organization shall be domiciled in the state where it conducts its principal business. Notwithstanding, the Creator herein provides that upon a majority vote of the Board of Trustees this organization may be moved to, and administered in, any state or territory of the United States of America, or in any English common law foreign jurisdiction.

**17. PRIVACY:** This organizational document and all company business shall be kept private, protected by the Privacy Act of 1974, 5 USC 552(a), the Fourth and Fifth Amendments to the Constitution of the United States, and the common law privacy rights available in the United States of America and every other applicable jurisdiction.

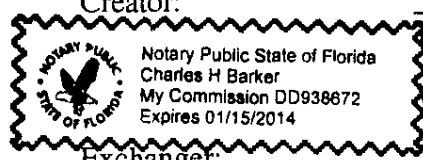
**18. TERM OF YEARS:** This organization, unless terminated earlier as provided herein, shall continue for a term of 25 (twenty-five) years. The life of the company may, however, be extended for additional 25-year terms, subject to a unanimous affirmative vote of the Board of Trustees at least ninety days prior to each termination date. At dissolution, the trust estate shall be distributed on a pro-rata basis to the then existing certificate holders.

**19. COMPANY NAME:** This organization shall be named as shown on page one of this contract and declaration. This shall be deemed the company name. Company business shall be conducted under this name, or under one or more fictitious trade names, or in the name of a Trustee or nominee determined at the sole discretion of the Board of Trustees.

**20. IN WITNESS WHEREOF:** the Creator and the Exchanger execute this contract and declaration in recognition of the delivery and acceptance of the property named herein, and in recognition of the powers and duties imparted to the Trustees of this organization. They assent to all the terms and conditions set forth herein, and declare that the effective date of this organizational document is 12/17/09.

Witness our Signatures:

Creator: [Signature]  
 TRUST CREATOR  
Charles H Barker  
 Witness 12 17 2009



Exchanger: [Signature]  
 EXCHANGER  
[Signature]  
 Witness

TOPPERS TRUST

TRUST NAME

**EXECUTED AND ACCEPTED BY TRUSTEE:**

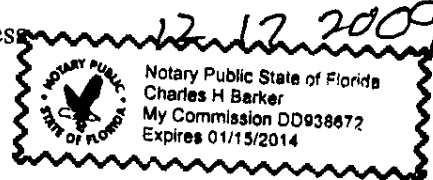
\_\_\_\_\_, duly appointed by the Creator of this organization, as first Trustee, herein accepts the responsibilities of Trustee of \_\_\_\_\_, and herein declares that this contract with trust provisions is in full force and effect as of the above date. This Trustee further pledges to manage, protect and preserve the trust estate through prudent exercise of the powers and authorities provided herein. Further, the first Trustee herein affirms that if additional Trustees are appointed to the Board, all actions by said Trustees shall have a consensus of the majority of the Board of Trustees.

WITNESS our hand and seal this 17 day of Dec, 2009.

TOPPERS TRUST  
TRUST NAME

Charles H. Barker

Witness 12/17/2009



Notary Jurat may be affixed, but is not required.

TOPPERS TRUST  
TRUST NAME

SCHEDULE "A"

List of Assets Belonging to \_\_\_\_\_ Trust  
(Include Legal Description, Registration No., Make/Model, etc. as Applicable)

Asset will be ADDED LATER

FILED  
10 JUN - 7 PM 3:05  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

TOPPERS TRUST  
TRUST NAME