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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TRANSMITTAL LETTER

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

SUBJECT: AMERICAN DREAMS FOUNDATION

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**

2010 JUN 17 PM 2:24
SECRETARY OF STATE
TALLAHASSEE, FL 32314

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FROM: STEPHANIE WATKINS

Name (Printed or typed)

625 WALTHAM AVE

Address

ORLANDO, FL 32809

City, State & Zip

407-855-1136 x 102

Daytime Telephone number

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

AMERICAN DREAMS FOUNDATION

A NOT FOR PROFIT TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of AMERICAN DREAMS FOUNDATION, a

(Name of Trust)

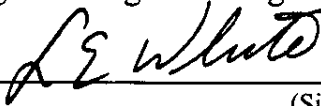
FLORIDA

(State)

AMERICAN DREAMS FOUNDATION, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 625 WALTHAM AVE ORLANDO, FL 32809
3. The registered agent and street address in the State of Florida is:
LAWRENCE E WHITE
625 WALTHAM AVE ORLANDO, FL 32809
4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.



(Signature of Registered Agent)

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



Name: LAWRENCE E WHITE
Chairman of the Board of Trustees

NOTARY

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

SECRETARY OF STATE
TALLAHASSEE, FL 32399

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**THE LAWRENCE WHITE LEHIGH WRESTLING TRUST
A CHARITABLE TRUST**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TRUST AGREEMENT made this 28th day of December, 1998, between JOSEPH M. DIMINO, residing at 504 Palma Sola Blvd, ("Donor") and L. E. WHITE, residing at 414 Lillian Drive, Orlando, Fl. ("Trustees").

1. Gift to Trust. The Donor transfers and delivers to the Trustees the property described in the annexed Schedule "A." This property and all receipts of every kind shall be managed and invested by the Trustees as a charitable trust to be called THE LAWRENCE WHITE LEHIGH WRESTLING TRUST ("Trust"). The Trust is intended to qualify for tax exemption under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 ("Code") so that gifts to it qualify for the applicable income, gift and estate tax charitable deductions.

2. Dispositive Provisions. The Trustees shall invest and reinvest the assets of the Trust and any additions thereto and shall pay the entire net income, at least annually, and such portions of the trust principal as the Trustees shall determine for the charitable purposes described below.

3. Charitable Purposes Only.

(A) The Trust is organized, and at all times, shall be operated exclusively for

charitable purposes. The primary purpose of the Trust is to support the wrestling program at Lehigh University, situated in Bethlehem, Pennsylvania, and such other qualified educational and charitable purposes of Lehigh University and, generally, to support the activities of qualified public charities engaged in charitable, educational and religious functions.

(B) No part of the net earnings of the Trust shall inure to the benefit of any private individual (except that reasonable compensation may be paid for services rendered to or for the Trust affecting one or more of its purposes), and no private individual shall be entitled to share in the distribution of any of the Trust assets on its dissolution. No substantial part of the activities of the Trust shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Trust shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

(C) Notwithstanding any other provision of this Agreement, the Trustees shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Code and Regulations as they now exist or as they may hereafter be amended. If any provision of this Agreement shall be inconsistent with such Code section, regulations, or any other legislative or Treasury requirements, said requirements shall prevail over such inconsistent provision of this Agreement.

(D) Payments made by the Trust may be earmarked by the Trust or the beneficiary organization for a particular substantial program or activity of the beneficiary organization.

4. Additional Contributions. The Donor and others may, from time to time, add property acceptable to the Trustees to the Trust. No contribution shall be accepted if it is conditioned or limited so as to require the disposition of the income or principal in a manner inconsistent with the provisions of this Agreement.

5. Investment Powers and Duties. In addition to the powers conferred upon them by law, the Trustees are authorized to retain the property described in Schedule "A," or may sell the property, invest and reinvest the Trust in any kind of property, without diversification as to kind or amount and without regard to the limitations imposed by law on investments.

6. General Powers. The Trustees shall have the following powers in addition to those herein granted or conferred on them by law:

- (1) To sell, exchange or otherwise dispose of any Trust asset at either public or private sale, for cash or on credit; to exchange any such property and to grant options for the purchase thereof without any limitation on the period of any such option.
- (2) To consent to and participate in, or to oppose, any foreclosure, liquidation or plan of reorganization, consolidation, merger, combination or other similar plan and to consent to any contract, lease, mortgage, purchase, sale or other action by any other corporation pursuant to such plan.
- (3) To deposit any Trust asset with any protective, reorganizational or similar committee, to delegate discretionary powers thereto, to pay part of its expenses and compensation and any assessments levied with respect to such asset.
- (4) To exercise all conversion, subscription, voting and other rights of whatsoever nature

pertaining to any such Trust asset and to grant proxies, discretionary or otherwise, with respect thereto.

- (5) To extend the time of payment of any obligation held hereunder and to compromise, settle or submit to arbitration or to release any claim in favor of or against any Trust asset.
- (6) To register and hold any Trust asset in the name of a nominee and the liability of the Trustees shall be neither increased nor decreased thereby.
- (7) To do all such acts, take all such proceedings and exercise all such rights and privileges, although not hereinbefore specifically mentioned with respect to any such Trust asset as if the absolute owners thereof and in connection therewith to make, execute and deliver any instruments and to enter into any covenants or agreements binding the Trust thereunder; provided that the Trustees shall take no such action as shall violate the provisions of the Code and the regulations thereunder.

7. Additional Restrictions. The Trustees are specifically prohibited from engaging in any act of self-dealing as defined in section 4941(d) of the Code, from retaining any excess business holdings as defined in section 4943(c) of the Code which would subject the Trust to tax under section 4943 of the Code, from making any investments which would subject the Trust to tax under section 4944 of the Code, and from making any taxable expenditures as defined in section 4945(d) of the Code. The Trustees shall make distributions at such time and in such manner as not to subject the Trust to tax under section 4942 of the Code.

8. Change of Trustee. Any Trustee (or any Successor Trustee) may resign from his duties and obligations under this Agreement at any time upon thirty (30) days written

notice to the other Trustees then serving.

Upon such resignation, or, if a Trustee shall cease to serve for any reason, the remaining Trustees shall appoint a Successor Trustee.

By majority vote of the Trustees, the Trustees may appoint additional trustees to serve concurrently with the Trustees, each such appointed trustee to have all the rights and powers of the Trustees hereunder from and after the date of appointment.

9. Compensation of Trustee. The Trustees, or any Successor Trustee, shall be entitled to reasonable compensation as Trustees under Florida law from time to time in effect, which compensation shall be charged entirely to principal.

10. No Bond. No bond or other security shall be required of the named Trustees, or any Successor Trustee, in any jurisdiction.

11. Term. The term of the Trust shall be perpetual, except that the Trustees may, by majority vote, terminate the Trust and upon its dissolution, all Trust assets shall be distributed exclusively to organizations then qualified as exempt from taxation under Code 501(c)(3) and its regulations.


12. Irrevocability. This Agreement is irrevocable.

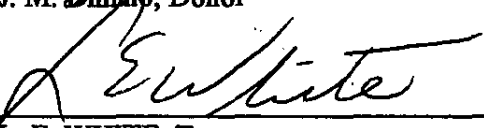
13. Limited Right of Amendment. The Trustees shall have the power to amend

this Agreement for the sole purpose of complying with the requirements of any section of the Code and Treasury Regulations.

14. Governing Law. This Agreement is made pursuant to, and shall be interpreted in accordance with, the laws of the State of Florida. However, in any conflict with any section of the Code, the regulations thereunder or any other existing or hereafter promulgated legislative or Treasury requirements for the qualification of the Trust and for a Donor obtaining the full benefit of any income, gift and estate tax charitable deductions to which he (and his estate) may be entitled, the Code, the regulations thereunder and the legislative and Treasury requirements shall govern. Whenever a reference has been made to any section of the Internal Revenue Code, that reference shall be deemed to refer to such other statutory provision as shall correspond to such Code section from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.


J. M. Dimino, Donor


L. E. WHITE, Trustee

AMENDMENT OF TRUST AGREEMENT

PRELIMINARY RECITALS

This Amendment of Trust is entered into at Orlando, Florida, as of the 1st day of March 2010, by Lawrence E White of Orlando, FL, as Trustee(s), for the purpose of modifying, pursuant to the powers reserved therein, a certain Trust known as the THE LAWRENCE WHITE LEHIGH WRESTLING TRUST, having Joseph M Dimino as Initial Donor and Lawrence E White, as Trustee(s).

WITNESSETH:

WHEREAS, the undersigned have heretofore entered into a Trust Agreement dated 28TH day of December, 1998, and

WHEREAS, the parties now desire to modify said Trust Agreement pursuant to the rights reserved to me in Paragraph 6 therein; and

NOW, THEREFORE, the name of the trust be AMERICAN DREAMS FOUNDATION effective the 1st day of March, 2010

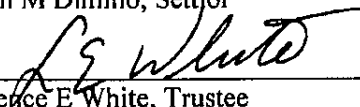
All other aspects the trust shall remain the same.

2/23/2010



Joseph M Dimino, Settlor

2/23/2010



Lawrence E White, Trustee

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TALLAHASSEE, FLORIDA

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