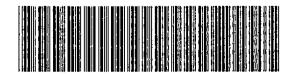
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SECRETARY OF STATE
SECRETARY OF STATE

MRS/21

#### TRANSMITTAL LETTER

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

SUBJECT: De claration	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: James Trimble Name (Printed or typed)			
Name (Printed or typed)			
151 San Ergs	Corners # 206		
^ ·			
Punte Voda FL 32082 City, State & Zip			
G04) 505-4681  Daytime Telephone number			
Dayame respuest number			

#### AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE FOR TO FILE OR QUALIFY 11 FEB 18 PM 1:30 A Fluida Revocable 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 PS Trust (Name of Trust) \_\_\_\_\_ Trust hereby affirms in order to file or qualify PS TRUST , in the State of Florida. (Name of Trust) 1. Two or more persons are named in the Trust. 2. The principal address is 151 Saw Grass Corners #206 Ponte UE Drg. EL 32082 3. The registered agent and street address in the State of Florida is: Ignes Timble 151 Squ Gass Corners # 206 Porte Utora FC. 32082 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. Chairman of the Board of Trustees Filing Fee: \$350.00 DIANA GONZALEZ Notary Public, State of Florida Certified Copy: \$ 8.75 (optional)

C6: Rossing (3/2669510 My comm. expires May 05, 2011

#### **Revocable Bank Trust Summary Information** FILED

#### **PS Trust**

2347 West Clovelly Lane St. Augustine, Florida 32092-5001 11 FEB 18 PM 1:30

Dated:

25th day of August in the year 2010

Law State:

**Initial Property:** 

\$100.00 Cash

Property:

\$100.00, plus other good and valuable property, as contributed by the

Grantor or others to the Trust

#### Grantor

"James Trimble",

2347 West Clovelly Lane, St. Augustine, Florida 32092-5001

#### **Trustee**

#### **James Trimble**

2347 West Clovelly Lane, St. Augustine, Florida 32092-5001

1st Successor:

Mt. Sinal Foundation

2nd Successor:

Bank Of America Trust Department, for the purposes of winding up the affairs of the Trust and distributing any corpus and accumulated income held by the Trust to any surviving beneficiaries

of Trust

#### Beneficiary With Minimum Age Of 25

James Trimble - One-Hundred Percent (100%)

1st Successor:

Mt. Sinai Foundation

The interest of any successor Beneficiary who does not survive the other successor Beneficiaries will revert to the surviving Beneficiaries and be divided equally among the surviving Beneficiaries. If all successor Beneficiaries do not survive this Trust, then the accumulated income and corpus will be distributed to the survivors of Larry Wright per stirpes.

## REVOCABLE DECLARATION OF TRUST FOR FILED PS TRUST 11 FEB 18 PH 1: 30

This Trust indenture, entered into on this 25th day of August in the year 2010 by and between size individual known by an appellation, "James Trimble", ("Grantor") whose mailing address is 2347 West Clovelly Lane, St. Augustine, Florida 32092-5001 and an individual known by an appellation, "James Trimble", ("Trustee") whose address is 2347 West Clovelly Lane, St. Augustine, Florida 32092-5001.

#### 1. Classification of Organization and Purpose:

This Declaration of Trust is intended to create a personal property trust under Common Law and the Laws of the United States and is entitled to and reserves all such common law rights. statutory rights, and protection thereunder. This Declaration of Trust is not intended to, nor does it create a Massachusetts Trust, Business Trust, nor a joint-stock association. The purpose of the Trust (the "Trust") is to allow for the more efficient cash management and the pursuit of better investment strategies of Grantor, by Trustee. Trustee shall be authorized to take all lawful actions necessary to invest in, buy, sell, margin, mortgage, option, open bank, brokerage, and security trading accounts, and all types of real estate transactions, and borrow, secure loans, enter into lawsuits and legally defend trust assets, insure, partition, contribute assets to, and joint venture with other trustees, corporations, limited liability companies, and partnerships, dissolve, liquidate, merge, and take all such other actions as may be indicated in its sole discretion for the benefit of the Beneficiary. It is intended that the aforesaid Grantor will report to the Internal Revenue Service under I.R. Code Section 671 all items of income, deduction, and credit as a grantor Trust, with the Trust acting as a cash and investment manager for Grantor or Beneficiary. It is intended that the Grantor retain ownership interest in any property transferred to this Trust for Federal tax purposes.

#### 2. Transfer to Trustee(s):

Whereas Grantor, the sole and undisputed owner of certain personal property described in attached hereto Exhibit 'A' and by such reference made a part hereof, hereby transfers unto Trustee all of Grantor's rights, title, and interest in such certain personal property for the purpose of Trustee having and holding for the benefit and to act under the written direction of any and all Beneficiaries named in attached-hereto Exhibit 'B' as well as, in accordance with set-out number seventeen below in this Declaration of Trust, under the written direction of any and all Beneficiaries and assigns hereafter arising.

#### 3. Name and Location:

- a. The Trust hereby created shall be known as PS Trust
- b. The principal office address of the Trust is: 2347 West Clovelly Lane, St. Augustine, Florida 32092-5001

11 FEB 18 PH 1: 30

SECRETARY OF STATE TALL AHASSEE FLORIDA

#### 4. Rights and Powers of Trustee:

Trustee shall hold Power of Direction over the use, possession, occupancy, rents, avails, proceeds of all Trust property held by Trustee for the Beneficiary according to the percentage of Beneficial interests held in Trust by Trustee for each such Beneficiary or the duly appointed proxy or agent of such Beneficiary, and all avails and proceeds of the Trust shall be apportioned pro rata according to the Beneficial interests held as a percentage of all Beneficial interests outstanding as described in attached-hereto Exhibit 'B'. Trustee's sole duty is to hold title to the Trust property described in attached-hereto Exhibit 'A' in trust for the benefit and under the written direction of such Beneficiary named in said attached-hereto Exhibit 'B'. At the direction of the Beneficiary, as may be needed from time to time, Trustee is authorized to perform any and all lawful acts necessary to execute, in the capacity of Trustee, any and all such power of direction as may be needed or required of Trustee by the Beneficiary.

#### Powers and Authorities of each Co-trustee in their Individual Capacity

If any co-trustee is unavailable to perform duties because of absence, illness, disqualification under other law or temporary financial incapability, and prompt action is necessary to achieve the purpose of the trust or to avoid injury to the trust proper or to avoid injury to the trust property, the remaining co-trustee or a majority of the remaining co-trustees may act for the trust. This is a matter of state statue in defining a co-trustee and the powers and authorities of a co-trustee and is recited here for the benefit of those inquiring as to the exact nature and definition of what a co-trustee can do or not do in relationship to this trust. A co-trustee differs from a joint trustee in that a joint trustee requires authorization from the other trustees who have been named by the grantor, to bind the trust in effecting any contract or transaction of the trust.

#### 5. Liability of Trustee:

By the act of accepting position of Trustee such accepting Individual or Person signifies such accepting Individual or Person's consensual agreement that at no time whatever shall such accepting Individual or Person in the capacity of Trustee waive any of its common-law or statutory rights and that in the capacity of Trustee shall not in any manner whatever, personal or otherwise, be held liable for any loss whatever resulting from any act or omission whatever in the execution of any of the powers conferred by this Declaration of Trust so long as Trustee acts in good faith. No Trustee shall in any manner whatever, personal or otherwise, be held liable for any act or omission whatever of any other person or individual, or for any act or omission of any person or individual whatever who may be appointed by Trustee to assist in execution of the Trust. All persons or individuals dealing with Trustee shall look solely to the Trust Property for payment of any valid claim, and any and all instruments to which Trustee is a party to, or on account of which any valid liability may be chargeable against the Trust Property shall in substance so provide.

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11 FEB 18 PH 1: 30

#### SECRETARY OF STATE TALLAHASSEE FLORIDA

#### 6. Litigation or Institutionalization of Trustee:

Litigation of Trustee or Successor Trustee: If, at anytime whatever, any Trustee or Successor Trustee of the Trust is involved in any manner of litigation whatever as a plaintiff, defendant, or, if any such Trustee or Successor Trustee is involved in any manner whatever with any legitimate investigation by any legitimate governing authority such Trustee or Successor Trustee's interest in the Trust will immediately thereupon such litigation or investigation revert to the Trust and such Trustee or Successor Trustee will immediately thereupon such litigation or investigation no longer be such Trustee or Successor Trustee until such time as such litigation or investigation has been resolved to the Beneficiary's satisfaction.

Institutionalization of Trustee or Successor Trustee: If, at anytime whatever, any Trustee or Successor Trustee of the Trust is institutionalized such Trustee or Successor Trustee's interest in the Trust will immediately thereupon such institutionalization revert to the Trust and such Trustee or Successor Trustee will immediately thereupon such institutionalization no longer be such Trustee or Successor Trustee until such time as such institutionalization has been resolved to the Beneficiary's satisfaction.

#### 7. Indemnification of Trustee:

Trustee shall be indemnified by and receive reimbursement from the Trust Property against and from any and all loss, liability, expense or damage whatever arising out of any act or omission to act whatever as a Trustee except to the extent that any such loss, liability, damage, or expense results from Trustee's own willful misconduct. Any and all such indemnity or reimbursement shall have a first priority lien against and be limited to the Trust Property and no holder whatever of a Beneficial interest shall be liable in any manner whatever to any extent whatever.

#### 8. Replacement of Trustee:

At any time during the existence of the Trust, Trustee, upon 30-days written notice to or by the Beneficiaries identified hereunder, may resign; or in the event of Trustee's death, disappearance, incapacity, disability, or refusal or failure to perform, be replaced by a) any of the listed Successor Trustees identified in attached-hereto Exhibit 'D', or b) any other Trustee chosen by a majority of the Beneficiaries.

#### 9. <u>Term</u>:

The Trust shall continue for a time period of 20-years from the date hereof, except that it may be terminated at any earlier point in time by Trustee, provided that at least eighty-nine percent (89%) of the holders in value of the outstanding Beneficial interests, or their duly appointed

## PS TRUST PS TRUST 11 FEB 18 PH 1: 30

proxies, direct said termination. Said direction must be given in writing, before two two proxies of STATE recordable form acceptable to Trustee.

#### 10. Spendthrift Provision:

Beneficiary shall have no right to alienate, encumber or hypothecate the Beneficiary's interest in the Trust Estate, nor shall such interest be subject to claims of the Beneficiaries' creditors or be liable for attachment, execution or other process of law. The interest of each Beneficiary shall be free from the control or interference of any creditor of a Beneficiary or any spouse of a Beneficiary. This paragraph shall not be construed as restricting in any way the exercise of any powers or discretions.

#### 11. Confidentially:

Unless specifically authorized by Trustee or Beneficiary, no party whatever other than Grantor, Trustee or Beneficiary, except upon valid court order, shall be permitted in any manner to view or copy, in any manner, this Declaration of Trust, any portion of this Declaration of Trust, any amendments, addendums or additions thereto this Declaration of Trust, nor shall Trustee or Beneficiary be required in any manner to disclose to any individual or person whatever any information whatever regarding the Trust or Trust property conveyed to or by the Trust or Trustee. Successor Trustee, by the act of such Successor Trustee accepting position as Trustee of the Trust, signifies such Successor Trustee's consensual agreement to maintain strict confidentiality concerning the affairs of the Trust, and that, upon resignation or termination as Trustee for any reason whatever, any and all existing original and duplicate records pertaining to the Trust shall be transferred by such departing Trustee within ninety (90) days after such date of departure unto any replacement Trustee who may succeed as Trustee of the Trust, and, absent a valid court order from a court of competent jurisdiction, such departing Trustee will not, at anytime whatever, in any manner whatever, disclose any information whatever regarding any affairs of the Trust.

#### 12. Governing Law and Severability:

This Trust shall be interpreted and governed by the laws of the State of Florida. If any provision of this Declaration of Trust is found by a court of competent jurisdiction to be invalid or unenforceable, such offending provision shall immediately thereupon such finding be deemed to be modified to the minimal extent necessary to bring such offending provision within the scope of validity and enforceability. If such offending provision can not be so modified such offending provision shall immediately thereupon such determination be stricken and the remaining provisions of this Declaration of Trust shall remain in full force and effect. The parties of this Declaration of Trust intend that the provisions of this Declaration of Trust be enforced to the

# PS TRUST extent permitted by applicable law.

fullest extent permitted by applicable law.

#### 13. Domicile:

The domicile of this Trust shall be the State of domicile of the Trustee.

#### 14. Termination:

At the termination of this Trust, the Trust Corpus and income shall be divided in proportion to the Beneficial interest held by each Beneficiary. The Trust shall terminate on the expiration-date of the Trust-term unless, without limitation or restriction in any manner, the Trust is otherwise terminated or extended by Trustee.

#### 15. Definitions and Word Usage:

For the purpose of this Declaration of Trust, the following terms, phrases, words and their derivations shall have the definitions given in this section.

When not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular number and words in the singular include the plural.

The masculine gender shall include the feminine gender and the feminine gender shall be deemed to include the masculine gender. The word "shall" is always mandatory and not merely directory.

The term "and" and "or" are terms of inclusion and not of exclusion and shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Declaration of Trust.

The term "individual" means a natural person. The term "natural person" means a living, breathing man or woman irrespective of the biological age of such man or woman and does not include artificial persons created or recognized by law as separate entities such as partnerships, corporations, trusts, estates, cooperatives, associations, government or governmental subdivisions or agencies, or any other juristic person.

The term "person" means any partnership, corporation, trust, estate, cooperative, association, government or governmental subdivision or agency, or (without limitation or qualification) any other type of juristic person.

The term "juristic person" means (without limitation or qualification) an abstract, legal entity ens legis, such as a corporation, considered as possessing certain legal rights and duties of a human being; an imaginary entity, which, on the basis of legal reasoning, is legally treated as a human being.

## PS TRUST 11 FEB 18 PH 1: 30

The terms "death" and "deceased" mean the permanent cessations of all vital functions.

The terms "incompetent" and "incompetence" mean the incapability of an individual to administer or manage such individuals' affairs. A determination of incompetence shall be made in accordance with generally accepted medical standards and: a) be made by a minimum of two independent competent physicians, and b) be based on valid medical evidence.

The term "medical evidence" means evidence furnished by doctors, nurses and other medical personnel testifying in their professional capacity as experts.

The term "accounting" means any of the following: a) a narrative or record of events, b) a reason given for a particular action or event, c) a report relating to one's conduct, d) a basis or grounds, e) a formal banking, brokerage, or business relationship established to provide for regular services, dealings, and other financial transactions, f) a precise list or enumeration of financial transactions, g) money deposited for checking, savings, or brokerage use, h) a customer having a business or credit relationship with a firm, i) worth, standing, or importance, j) profit or advantage.

#### 16. Mandatory Meetings:

No party to the Trust shall in any manner whatever be compelled or obligated in any manner whatever to meet at any point in time for any period of time whatever, in person or otherwise, regularly or otherwise, with any other party-in-interest to the Trust. Any and all meetings between any parties-in-interest to the Trust shall be and remain voluntary.

#### 17. Transfer of Beneficial Interests:

- a. No transfer of Beneficial interests hereunder shall bind Trustee in any manner whatever nor have any legal effect whatever unless such transfer is specified in writing ("written transfer") and such writing has been duly signed and such signing is witnessed by and contains the signature of a minimum of one such witness, and such signed written transfer has been accepted in writing by Trustee. However, nothing in this section shall be construed in any manner whatever to diminish or impair any rights of any successor to any assignments of any Beneficial interests brought about by the death or termination of Beneficiary, provided Trustee, in Trustee's sole discretion, is reasonably satisfied as to the validity of the instrument of transfer described in Exhibit 'C' attached hereto.
- b. Any Beneficiary transferring such Beneficiary's interest in the Trust property shall, within ten (10) days thereafter such transfer, provide to Trustee written notification of such transfer that contains the name and address of such transferee. Trustee shall

## REVOCABLE DECLARATION OF TRUST FOR PS TRUST 11 FEB 18 PM 1: 30

thenceforth, within ten (10) days after receipt of such notice of transfer itself Trustee's approval or disapproval of such transfer and OR/OA promptly return such approved or disapproved notice to such transferee.

c. Unless specified otherwise by valid court order of a Court of competent jurisdiction, any transferee of a Beneficial interest in any Trust property who receives such Beneficial interest without first obtaining valid written approval by Trustee for such transfer shall succeed to no rights or powers of the transferor or Beneficiary other than the sole right to receive a distribution of Trust income and principal, if any, that may remain after termination of the Trust.

#### 18. Continuation of Trust

The death, insolvency or incompetence of any Beneficiary hereunder, or the transfer of any shares of any Beneficial interest in any of the Trust property, shall not terminate the Trust nor entitle any legal representation of the Beneficiary or the transferee to any accounting or to any legal action against any of the Trust Property or Trustees. Upon the death, insolvency or incompetence of a Beneficiary, Successor Beneficiary(s) described in Exhibit 'C' (attached hereto) shall become the Successor Beneficiary, and, in the absence of anything to the contrary herein-written, in an event that such Successor Beneficiary is deceased, incompetent or unwilling to accept such successor Beneficial interest, the interest of any successor Beneficiary who does not survive the other successor Beneficiaries will revert to the surviving Beneficiaries and be divided equally among such surviving Beneficiaries.

#### 19. Personal Liability of Beneficiaries:

The Beneficiaries shall not in any manner whatever be held liable for any act or omission of Trustee. All persons or individuals dealing with Trustee shall look solely to the Trust Property for payment of any valid claim, and any and all instruments to which Trustee is a party to, or on account of which any valid liability may be chargeable against the Trust Property shall in substance so provide. In every instrument executed by Trustee creating any obligation of any type, Trustee, shall stipulate in writing that neither Trustee nor the Beneficiaries shall, in any manner whatever, be held liable under such executed instrument.

#### 20. Amendment:

The Trust may be voluntarily amended in any particular by majority vote of the current Beneficiary or officers or managers of any Beneficiary, if the Beneficiary is an entity, except that no change may be made in any provisions of the Trust governing liability of either the Trustee, the Beneficiary, or any agents thereof Trustee or Beneficiary. Any proposed amendment to the

### RFILED 11 FEB 18 PM 1:30 REVOCABLE DECLARATION OF TRUST FOR

**PS TRUST** 

Trust shall be in written form and any such proposed amendment may then be cons adopted and become effective only if and when agreed upon and signed by one hundred percent Flora (100%) of the Beneficiaries, and only after such authenticated amendment is subsequently attached to this Trust shall such amendment become a part hereof this Trust, subject to the above exceptions.

#### 21. Powers of Beneficiaries:

In addition to those rights granted to Beneficiaries under law or elsewhere in this document, by majority vote of all those holding Beneficial interests, their proxies and agents, Beneficiaries shall have the power and right to direct the Trustee in the renting, leasing, mortgaging, exchanging, improving, buying, selling, developing, construction, hypothecating and otherwise managing all assets held by the Trust, either as principals representing their Beneficial interests, or through the Trustees hereof.

#### 22. Litigation or Institutionalization:

Litigation of Beneficiary or Successor Beneficiary: If, at anytime whatever, any Beneficiary or Successor Beneficiary of the Trust is involved in any manner of litigation whatever as a plaintiff, defendant, or, if any such Beneficiary or Successor Beneficiary is involved in any manner whatever with any legitimate investigation by any legitimate governing authority, such Beneficiary or Successor Beneficiary's interest in the Trust will immediately thereupon such litigation or investigation, revert to the Trust and such Beneficiary or Successor Beneficiary will immediately, thereupon such litigation or investigation, no longer be such Beneficiary or Successor Beneficiary until such time as such litigation or investigation has been resolved to the Trustee's satisfaction.

Institutionalization of Beneficiary or Successor Beneficiary: If, at anytime whatever, any Beneficiary or Successor Beneficiary of the Trust is institutionalized, such Beneficiary or Successor Beneficiary's interest in the Trust will immediately, thereupon such institutionalization, revert to the Trust and such Beneficiary or Successor Beneficiary will immediately, thereupon such institutionalization, no longer be such Beneficiary or Successor Beneficiary until such time as such institutionalization has been resolved to the Trustee's satisfaction.

#### 23. Relationship of Beneficiary to Trustee:

The relationship between Trustee and Beneficiaries shall be as governed by the Trust itself and Common Law. Neither shall hold themselves out to be the agent or principal of the other, nor shall either be able to bind the other under any circumstances, or serve as the agent for service of process on the other.

11 FEB 18 PK 1:30 SECRETES

IN WITNESS WHEREOF, we have hereby set our	TALLAHASSEE STATE
IN WITNESS WHEREOF, we have hereby set our Augustine, County of Saint Johns, State of Florida.	hands and seals in the City of SRIDA
WITNESSED AS TO ALL PAR	RTIES
A.	
	James Trimble, Grantor
k.	
	James Trimble, Trustee
Be it remembered that on this _25 day of _H35 f  Public personally appeared the above signor, "James Trim to me or who satisfactorily identified himself/herself as acknowledging that the signing thereof is of his/her own purpose(s) stated therein. Duly subscribed before me, I, t seal in affirmation of the execution thereof.  My commission expires:	nble", Grantor personally known the above signer to the above voluntary act and deed for the
Notary Public	***************************************
	Notary Public State of Florida Karen D Greene My Commission DD710078 Expires 09/09/2011
Be it remembered that on this <u>25</u> day of <u>Dist</u>	
Public personally appeared the above signor, James Trin who satisfactorily identified himself/herself as the above signs.	
that the signing thereof is of his/her own voluntary act an	
therein. Duly subscribed before me, I, therefore, set forth	my hand and seal in affirmation
of the execution thereof.	*****
Haron Other My commission expires:	Notary Public State of Florida
Notary Public	My Commission DD710078 Expires 09/09/2011
	<del></del>

11 FEB 18 PM 1:30

IN WITNESS WHEREOF, we have hereby set our hands and seals in the City of SORIDA Augustine, County of Saint Johns, State of Florida.

WITNESSED AS TO ALL PARTIES

James Trimble, Grantor

James Trimble, Trustee

11 FEB 18 PM 1:30 SECRETARY OF STATE TALLAHASSEE FLORIDA

#### Exhibit A

Dated: August 25, 2010

**Initial property contributed by Grantor:** 

\$100.00 Cash

# PS TRUST 11 FEB 18 PH 1: 30 SECRETARY OF STATE

#### Exhibit B

#### Beneficiary (s)

Dated: August 25, 2010

The initial Beneficiaries of this Trust together with the percentages of Beneficial interests held are as follows:

James Trimble - One-Hundred Percent (100%)

OR

IT FEB 18 PH 1: 30

SECRETARY OF STATE
TALLAHASSEE FLORIDA

#### Exhibit C

#### Successor Beneficiary(s)

Dated: August 25, 2010

1st Successor:

Mt. Sinai Foundation

The interest of any successor Beneficiary who does not survive the other successor Beneficiaries will revert to the surviving Beneficiaries and be divided equally among the surviving Beneficiaries. If all successor Beneficiaries do not survive this Trust, then the accumulated income and corpus will be distributed to the survivors of Larry Wright per stirpes.

# REVOCABLE DECLARATION OF TRUST FOR FILED PS TRUST 11 FEB 18 PM 1: 30 SECRETARY OF STATE

#### Exhibit D

#### **Declaration of Successor Trustee(s)**

Dated: August 25, 2010

1st Successor:

Mt. Sinai Foundation

2nd Successor:

Bank Of America Trust Department, for the purposes of winding up the affairs of the Trust and distributing any corpus and accumulated income held by the Trust to any surviving beneficiaries

of Trust