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(Requestor's Name)

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(Address)

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13 MAR -4 AM 11:48
SECRETARY OF STATE
TALLAHASSEE FLORIDA

FILED

J. Stivers MAR 05 2013

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

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

Declaration of Trust	\$350.00
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Certified Copy \$ 8.75

Daytime Telephone number

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

3-1-79

75

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

Lease Plan U.S.A. LT

A Delaware 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 Lease Plan U.S.A. LT, a

Delaware (Name of Trust)

Trust hereby affirms in order to file or qualify

(State)

Lease Plan U.S.A. LT, in the State of Florida.

(Name of Trust)

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

2. The principal address is 1165 Sanctuary Parkway

Alpharetta, Georgia 30009

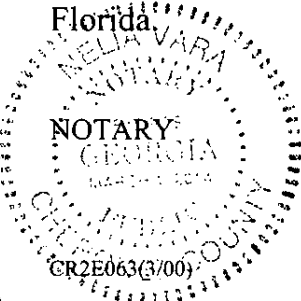
3. The registered agent and street address in the State of Florida is:
CORPORATION SERVICE COMPANY

1201 HAYS STREET, TALLAHASSEE FL 32301-2525

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.

Ashley Seifert, Asst. Secretary
(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.



Paul H. Kennedy

Name:

Chairman of the Board of Trustees

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

Notary Public, Cherokee County, Georgia
My Commission Expires March 1, 2014

STATE
TALLAHASSEE
FLORIDA

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FILED

EXECUTION COPY

13 MAR -1 4M 11:49
CLERK OF SUPERIOR COURT
JAHASHED ORINIA

FILED

TRUST AGREEMENT

This Trust Agreement, dated as of July 19, 2012 (as amended, restated, supplemented or otherwise modified, the "Agreement"), is between Lease Plan U.S.A., Inc., a Georgia corporation, as grantor and initial beneficiary (in such capacity, the "Grantor" and the "Initial Beneficiary", respectively) and U.S. Bank Trust National Association, a national banking corporation, as owner trustee (the "Owner Trustee").

In consideration of the mutual agreements herein contained, and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation. There is hereby formed, in accordance with the Delaware Statutory Trust Act (12 Del C. § 3801 *et seq.*) (the "Delaware Act"), a trust to be known as "Lease Plan U.S.A. LT" (the "Trust"), in which name the Owner Trustee may engage in the activities of the Trust, make and execute contracts and other instruments on behalf of the Trust, and sue and be sued. The parties hereto intend that the Trust be a statutory trust under the Delaware Act and that this Agreement shall constitute the governing instrument of the Trust. Effective as of the date hereof, the Owner Trustee shall have all rights, powers and authorities set forth herein and in the Delaware Act with respect to accomplishing the purposes of the Trust. The Owner Trustee is hereby directed to file a certificate of trust in accordance with Section 3810 of the Delaware Act.
2. Trust Assets. The Grantor hereby grants, conveys, transfers and assigns to the Trust, and the Owner Trustee hereby acknowledges receipt of, the sum of one thousand dollars (\$1,000.00) which sum shall be the initial assets of the Trust (the "Initial Assets").
3. Operation of the Trust. The Grantor and the Owner Trustee will enter into an amended and restated trust agreement, satisfactory to each such party, to provide for the contemplated operation of the Trust created hereby. Prior to the execution and delivery of such amended and restated trust agreement, the Owner Trustee shall not have any duty or obligation with respect to the Trust or the trust estate, except for the following: (i) the Owner Trustee is hereby authorized and directed to open a trust account in the name of the Trust at the office of the Owner Trustee and to hold the Initial Assets of the Trust in such account and to name such account the "Lease Plan U.S.A. LT Trust Account" and (ii) the Owner Trustee is hereby authorized and directed to execute on behalf of the Trust any documents in such form as are presented to the Owner Trustee by the Grantor and required to be executed by the Trust in connection with compliance with the motor vehicle leasing laws of any state or other jurisdiction in connection with the Trust owning leased motor vehicles, including without limitation notices, applications, reports, security bonds, irrevocable consents to and appointments of attorney for service of process, powers of attorney and other papers and instruments as may be required under such laws to permit ownership of such motor vehicles; provided, however, the Owner Trustee shall not be required to take any action if it shall determine, or shall be advised by counsel, that such action is likely to result in personal liability or is contrary to applicable law or any agreement to which it is a party. The Trust shall have power and authority and is hereby authorized and empowered, without the need for further action on the part of the Trust,

and the Owner Trustee shall have power and authority, and are hereby authorized and empowered, in the name and on behalf of the Trust, to take such actions on behalf of the Trust as are listed above and as the Grantor may direct in writing from time to time.

4. Concerning the Owner Trustee.

(a) Except as otherwise expressly required by Section 3, the Owner Trustee shall not have any duty or liability with respect to the administration of the Trust, the investment of the Trust's property or the payment of dividends or other distributions of income or principal to the Trust's beneficiaries, and no implied obligations shall be inferred from this Agreement on the part of the Owner Trustee. The Owner Trustee shall not be liable for the acts or omissions of the Grantor nor shall the Owner Trustee be liable for any act or omission by it in good faith in accordance with the directions of the Grantor.

(b) The Owner Trustee accepts the trusts hereby created and agrees to perform its duties hereunder with respect to the same but only upon the terms of this Agreement. The Owner Trustee shall not be personally liable under any circumstances, except for its own bad faith, willful misconduct or gross negligence. In particular, but not by way of limitation:

(i) The Owner Trustee shall not be personally liable for any error of judgment made in good faith by an officer or employee of the Owner Trustee;

(ii) No provision of this Agreement shall require the Owner Trustee to expend or risk its personal funds or otherwise incur any financial liability in the performance of its rights or duties hereunder, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it;

(iii) Under no circumstance shall the Owner Trustee be personally liable for any representation, warranty, covenant or indebtedness of the Trust;

(iv) The Owner Trustee shall not be personally responsible for or in respect of the genuineness, form or value of the Trust property, the validity or sufficiency of this Agreement or for the due execution hereof by the Grantor;

(v) In the event that the Owner Trustee is unsure of the course of action to be taken by it hereunder, it may request instructions from the Grantor and to the extent the Owner Trustee follows such instructions in good faith it shall not be liable to any person. In the event that no instructions are provided within the time requested by the Owner Trustee, it shall have no duty or liability for its failure to take any action or for any action it takes in good faith;

(vi) All funds deposited with the Owner Trustee hereunder may be held in a non-interest bearing trust account and the Owner Trustee shall not be liable for any interest thereon or for any loss as a result of the investment thereof at the direction of the Grantor; and

(vii) To the extent that, at law or in equity, the Owner Trustee has duties and liabilities relating thereto to the Grantor or the Trust, the Grantor agrees that such duties and liabilities are replaced by the terms of this Agreement.

(c) The Owner Trustee shall incur no liability to anyone in acting upon any document believed by it to be genuine and believed by it to be signed by the proper party or parties. The Owner Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, the Owner Trustee may for all purposes hereof rely on a certificate, signed by the Grantor, as to such fact or matter, and such certificate shall constitute full protection to the Owner Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

(d) In the exercise or administration of the trusts hereunder, the Owner Trustee (i) may act directly or, at the expense of the Trust, through agents or attorneys, and the Owner Trustee shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys shall have been selected by the Owner Trustee in good faith and (ii) may, at the expense of the Trust, consult with counsel, accountants and other experts, and it shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other experts.

(e) Except as expressly provided in this Section, in accepting and performing the trusts hereby created, the Owner Trustee acts solely as trustee hereunder and not in its individual capacity, and all persons having any claim against the Owner Trustee by reason of the transactions contemplated by this Agreement shall look only to the Trust's property for payment or satisfaction thereof.

(f) The Grantor hereby agrees to (i) compensate the Owner Trustee in accordance with a separate fee agreement with the Owner Trustee, (ii) reimburse the Owner Trustee for all reasonable expenses (including reasonable fees and expenses of counsel and other experts) and (iii) indemnify, defend and hold harmless the Owner Trustee and any of the officers, directors, employees and agents of the Owner Trustee (the "Indemnified Persons") from and against any and all losses, damages, liabilities, claims, actions, suits, costs, expenses, disbursements (including the reasonable fees and expenses of counsel), taxes and penalties of any kind and nature whatsoever (collectively, the "Expenses"), to the extent that such Expenses arise out of or are imposed upon or asserted at any time against such Indemnified Persons with respect to the performance of this Agreement, the creation, operation or termination of the Trust or the transactions contemplated hereby; provided, however, that the Grantor shall not be required to indemnify any Indemnified Person for any Expenses which are a result of the willful misconduct, bad faith or gross negligence of such Indemnified Person.

5. Resignation or Removal of Owner Trustee. The Grantor may remove the Owner Trustee of the Trust at any time with or without cause by giving 30 days' prior written notice to

the Owner Trustee. The Owner Trustee may resign by giving 30 days' prior written notice to the Grantor; provided, that no such resignation shall become effective until a successor trustee shall have been appointed. Upon receiving notice of resignation, the Grantor shall promptly appoint by written instrument a successor Owner Trustee. If no successor Owner Trustee shall have been appointed within 30 days after such notice of resignation is given, the Owner Trustee at the expense of the Grantor may petition a court of competent jurisdiction for the appointment of a successor. Any person into which the Owner Trustee may be merged or with which it may be consolidated, or any person resulting from any merger or consolidation to which the Owner Trustee shall be a party, or any person which succeeds to all or substantially all of the corporate trust business of the Owner Trustee, shall be the successor Owner Trustee under this Agreement without the execution, delivery or filing of any paper or instrument or further act to be done on the part of the parties hereto, except as may be required by applicable law.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed to be an original, but all of which counterparts shall together constitute but one and the same instrument.
7. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE (WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES). SECTIONS 3540 AND 3561 OF TITLE 12 OF THE DELAWARE CODE SHALL NOT APPLY TO THE TRUST.**
8. Amendment. This Agreement may be amended and restated by the parties hereto as necessary to provide for the operation of the Trust; provided, however, that the Owner Trustee shall not be required to enter into any amendment hereto which adversely affects the rights, duties or immunities of the Owner Trustee.
9. Dissolution. The Trust may dissolve at the written direction of the Grantor. Upon dissolution, the Owner Trustee shall, at the written direction and expense of the Grantor, file a certificate of cancellation in accordance with the Delaware Act. Any remaining expenses of the Trust shall be paid by the Grantor.
10. Series. Pursuant to Section 3806(b)(2) of the Delaware Act, the Trust may issue one or more series of beneficial interests having the rights and preferences set forth in the governing instrument of the Trust, as the same may be amended from time to time (each a "Series"). Pursuant to Section 3804(a) of the Delaware Act, there shall be a limitation on liabilities of each Series such that (i) the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to a particular Series shall be enforceable against the assets of such Series only, and not against the assets of the Trust generally or the assets of any other Series thereof and (ii) none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the Trust generally or any other Series thereof shall be enforceable against the assets of such Series.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

LEASE PLAN U.S.A., INC.,
as Grantor and Initial Beneficiary

By: 

Name: PAUL H. KENNEDY

Title: Senior Vice President - Secretary

U.S. BANK TRUST NATIONAL ASSOCIATION,
as Owner Trustee

By: _____

Name: _____

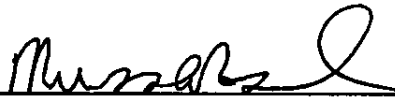
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

LEASE PLAN U.S.A., INC.,
as Grantor and Initial Beneficiary

By: _____
Name:
Title:

U.S. BANK TRUST NATIONAL ASSOCIATION,
as Owner Trustee

By: 
Name:
Title: MELISSA A. ROSAL
VICE PRESIDENT

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SECRETARY OF STATE
TALLAHASSEE FLORIDA