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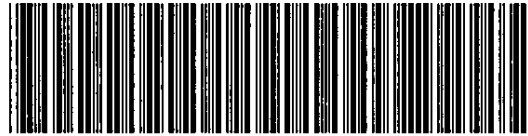
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TALLAHASSEE, FLORIDA

*K 10/29/13*

**BASS, DOHERTY & FINKS P.C.**  
COUNSELLORS AT LAW

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Boston, MA 02135-1104

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Of Counsel  
Charles Butman  
Ft. Lauderdale, FL

\* Also Admitted in FL and NH  
\*\* Also Admitted in DC  
\*\*\* Also Admitted in FL

**VIA CERTIFIED MAIL**

October 22, 2013

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

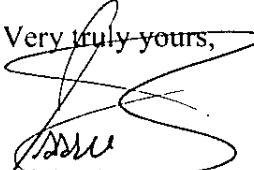
RE: AFFIDAVIT OF TRUST FOR CCJ FOUNDATION

Dear Sir or Madam:

Enclosed please find the following documents pertaining to CCJ Foundation:

1. Affidavit to the Florida Secretary of State to File or Qualify CCJ Foundation, a Florida Private Foundation Trust (one original and one copy);
2. Transmittal Letter;
3. A copy of the CCJ Foundation trust instrument;
4. A check in the amount of \$358.75 for the filing fee plus fee for a certified copy.

Please contact me with any questions. I can be reached via phone at (617) 787-6113.

Very truly yours,  
  
Michael A. Bass

MAB/sef  
Enclosures

cc: Michael and Elizabeth Ruane  
Tony Provanzano, CPA

**TRANSMITTAL LETTER**

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

**SUBJECT:** CCJ 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**

**FROM:** Michael A. Ruane, Co-Trustee

**Name (Printed or typed)**

11941 Turtle Beach Road

**Address**

North Palm Beach, FL 33408

**City, State & Zip**

561-328-6372

**Daytime Telephone number**

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

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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CCJ Foundation

A Florida Private Foundation **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 CCJ Foundation, a

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

(State)  
CCJ Foundation, in the State of Florida.  
(Name of Trust)

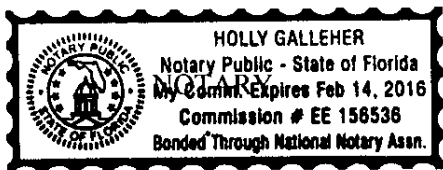
- 1. Two or more persons are named in the Trust.
- 2. The principal address is 11941 Turtle Beach Road  
North Palm Beach, FL 33408

- 3. The registered agent and street address in the State of Florida is:  
Michael A. Ruane, 11941 Turtle Beach Road, North Palm Beach, FL 33408

- 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.

*Michael A. Ruane*  
(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.



*Michael A. Ruane*  
Name: Michael A. Ruane, Co-Trustee  
Chairman of the Board of Trustees

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

CR2E063(3/00)  
Sworn to and ascribed before me  
this 21 day of October, 2013.

*Holly Galleher*  
Notary Public:  
My Commission Expires:  
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LAHASSEE, FLORIDA

Taxpayer Identification No.: 46-1612574

INDENTURE OF TRUST made this 20th day of December, 2012

CCJ FOUNDATION

WHEREAS, MICHAEL A. RUANE, of North Palm Beach, Florida (hereinafter called the "Donor") has transferred and delivered to JOHN CURTIS, a resident of the state of Florida, whose mailing address is 115 Soto Drive, Jupiter, Florida 33458, MICHAEL A. RUANE and ELIZABETH J. RUANE, both residents of the state of Florida, whose mailing address is 11941 Turtle Beach Road, North Palm Beach, FL 33408 and MICHAEL A. BASS, whose mailing address is 40 Soldiers Field Place, Boston, Massachusetts 02135 (hereinafter with their successors in Trust collectively called the "Trustee") certain of the Donor's property.

WHEREAS, the mailing address of the Trust is 11941 Turtle Beach Road, North Palm Beach, FL 33408.

WHEREAS, the Donor desires to establish an irrevocable trust and does hereby irrevocably assign, convey, transfer and deliver to the Trustee all the Donor's right, title and interest in the property listed in Schedule "A", which is attached hereto, and the Donor has caused the Trustee to be named owner and beneficiary of such property.

NOW, THEREFORE, said Donor and Trustee declare and agree that the Trustee shall hold and administer the property which is now or hereafter transferred to the Trustee as such Trustee, or in any way acquired and held hereunder, IN TRUST for the

purposes, in the manner, and with and subject to the powers and provisions herein contained as follows:

ARTICLE ONE

NAME OF TRUST

This Trust shall be known and referred to as CCJ FOUNDATION TRUST.

ARTICLE TWO

IRREVOCABLE TRUST

A. The Trust agreement established hereunder is irrevocable and the Donor does not reserve the right, power or privilege to alter, amend, revoke or terminate this agreement or the Trust created hereby. This instrument shall be construed in accordance with the foregoing statement of intent.

B. The Trustee may amend this Trust, at any time and from time to time, by written instrument; provided that no amendment shall operate to give or have the effect of giving any benefit to any person, organization or corporation which has given property to this Trust and no amendment shall authorize or allow the Trustee to conduct the affairs of this Trust other than for the benefit of Charitable Organizations and Charitable Purposes as described and as defined in ARTICLE FOUR Paragraph A(2)(a) hereinbelow. Furthermore, the Trustee may amend this Trust, at any time and from time to time, by written instrument but only to the extent that any purported amendment: (1) clarifies the meaning of any provision so as to avoid the necessity of instructions by a court; or (2) alters or adds to the administrative powers of the Trustee for the better accomplishment of the Charitable Purposes of this Trust. An amendment of the provisions of this Paragraph B (or any further

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amendment to it) shall be valid only if and to the extent that the amendment restricts the Trustee's amending power.

C. This instrument may not be altered or added to by the Trustee in such manner as to add to the charitable beneficiaries or to the classes of charitable beneficiaries designated herein.

### ARTICLE THREE

#### ADDITIONAL PROPERTY

Any other person shall have the right at any time and from time to time to add other property to the trust hereby created, by transferring, assigning, conveying, devising, or bequeathing any such additional property to the Trustee, to be held by the Trustee under this agreement. If so added, such additional property shall be governed by the provisions hereof, the same as if originally included hereunder. The Trustee may accept property from any source and upon any terms consistent with the purposes of this Trust, but no property may be added if the Trustee believes it will jeopardize the purposes of this Trust.

### ARTICLE FOUR

#### TRUST ADMINISTRATION

A. The Trustee shall hold and administer all of the property which is now a part, or may otherwise be added to this Trust in accordance with the following provisions:

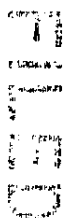
(1) Payment of Income and Principal

The Trustee may pay such part of the income and principal as the Trustee considers advisable to or for one or more Charitable Purposes or Charitable Organizations. Income not so paid may be accumulated or added to principal.

(2) Special Provisions Relating to the Trust

(a) "Charitable Organizations" for purposes of this Trust shall be limited to mean organizations described in

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Sections 501(c)(3) and 509(a)(2) of the Code that are exempt from tax under Section 501(a) of the Code. "Charitable Purposes" for purposes of this Trust shall be limited to mean charitable, scientific, literary and educational purposes and the prevention of cruelty to children or animals, as such terms have been and shall be defined under Sections 170(c), 501(c)(3), 2055(a) and 2522(a) of the Code. The Trustee may from time to time narrow the scope of the types of Charitable Purposes to which the Trust property may be applied, so long as such purposes do not circumvent the furtherance of the foregoing Charitable Purposes.

(b) The Donor may prepare a separate "Mission Statement" regarding the Charitable Organizations and Charitable Purposes to be benefited from the Trust. Any such Mission Statement shall merely be precatory language to be used by the Trustee as guidance in the selection of the Charitable Purposes or Charitable Organizations for which Trust property may be applied.

(c) All provisions of this agreement shall be construed in such manner so that the Trust qualifies as an organization described in Sections 170(c), 501(c)(3), 2055(a) and 2522(a) of the Code, which is exempt from taxation under Section 501(a) of the Code, and all provisions required to be provided in the governing instrument for such qualification are made a part hereof. To the extent that any provision in this agreement or any rule of law would prevent such qualification, it shall not be applicable. The Donor requests that any court of competent jurisdiction reform this agreement to the extent necessary to result in such qualification.

(d) Any other provision of this agreement notwithstanding, the Trustee shall make distributions at such

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time and in such manner as not to subject the Trust to tax under Section 4942 of the Code; and the Trust shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code, shall not retain 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), shall not make any investments in such manner as to subject the Trust to tax under Section 4944 of the Code and shall not make any taxable expenditures as defined in Section 4945(d) of the Code. In addition, the Trust shall not make any distributions which are prohibited under the provisions of Florida Statutes section 736.1204, which is incorporated herein by reference. The provisions of this subparagraph (d) shall be inapplicable when and if the Trust receives a ruling from the Internal Revenue Service that it is not a private foundation within the meaning of Section 509 of the Code, and such provisions shall remain inapplicable so long as such ruling remains in effect.

(e) No part of the income or principal of the Trust shall inure to the benefit of, or be distributed to, any individual who has a personal and/or individual interest in the activities of the Trust. No part of the activities of the Trust shall consist of the carrying on or propaganda or otherwise attempting to influence legislation and the Trust shall not participate or intervene in (including the publishing or distribution of statements) any political campaign, including any campaign on behalf of any candidate for public office. Any income and principal attributable to a gift by a corporation shall be used or applied for the purposes set forth in ARTICLE FOUR Paragraph A(1) within the United States or any of its possessions.

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(f) There may be a volunteer Advisory Board, consisting of members appointed or removed from time to time by the Donor:

(1) The Advisory Board shall act at the direction of the Trustee and may make recommendations as to the Charitable Organizations to receive distributions from the Trust. The Trustee shall vote to approve or deny each recommendation the Advisory Board forwards for consideration. Notwithstanding the foregoing, the Trustee is free to make any and all decisions hereunder and the recommendations of the Advisory Board shall not be binding on the Trustee but merely recommendations and suggestions.

(2) After the death or incapacity of the Donor, members of the Advisory Board may be appointed or removed by the Donor's spouse. After the death or incapacity of the Donor and the Donor's spouse, members of the Advisory Board may be appointed or removed by majority vote of the Donor's children.

(g) The relatives of the members of the Advisory Board, individual Trustees, substantial contributors to the foundation and employees of Institutional Trustees are expressly not eligible to receive distributions from the Trust.

ARTICLE FIVE

DURATION OF TRUST

The Trustee may terminate the Trust at any time by distributing the entire income and principal only to or for one or more Charitable Organizations.

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ARTICLE SIX  
SUCCESSOR TRUSTEE PROVISIONS

A. Unless otherwise provided for herein, in the event that at anytime there is more than one Trustee serving, then upon the failure of a Trustee to serve, by reason of death, incompetency, incapacity or resignation, then the remaining Trustee(s) shall remain and serve without the need to fill the vacancy. Notwithstanding the foregoing, there shall at all times be at least one (1) Trustee serving who is either a Florida resident, or whose principal place of business is located in the state of Florida.

B. Any Trustee may decline to serve as Trustee or resign as Trustee from the Trust hereby created, or disclaim or release any power, in whole or in part and at any time, by giving thirty (30) days notice in writing, delivered in hand or by registered mail to the remaining Trustee who shall acknowledge receipt of the same in writing.

C. The Trustee(s) by unanimous vote shall have the continuing right to appoint additional Trustee(s) to serve as Co-Trustee(s) with any then serving Trustee(s).

D. Each Trustee serving shall have the continuing right to appoint his/her successor Trustee(s).

E. Notwithstanding the foregoing, the Donor (and, after the death of the Donor, the Donor's spouse) shall have the continuing right to remove any then serving Trustee(s) (or any named successor or any named successive Trustee(s)) and appoint one or more successor or successive Independent Trustee(s). Following the death of the Donor and the Donor's spouse, the Donor's issue of the senior most generation shall have the continuing right, by unanimous vote, to remove any then serving

Trustee(s) (or any named successor or any named successive Trustee(s)) and appoint one or more successor or successive Independent Trustee(s).

F. Any successor Trustee shall have all of the title, powers and discretion granted to the original Trustee, without court order or act of transfer.

G. In the event of a failure of all Trustees, no successor having been nominated, then a partner of the law firm of Bass, Doherty & Finks, P.C. (or any successor entity), now of Boston, Massachusetts, shall appoint a successor Trustee for purposes of serving as Trustee to liquidate and terminate the Trust.

H. Any successor Trustee shall accept such position by an acceptance in writing delivered personally or sent by registered mail to the then serving Trustee(s), if any, who shall acknowledge receipt of the same in writing.

I. A Trustee shall cease to serve in the event of his or her incapacity or incompetency. A Trustee's incapacity or incompetency shall be established by:

(1) A certificate signed by two (2) duly qualified and licensed physicians and delivered to such Trustee being declared incapacitated or incompetent, and the remaining Trustee, or if no Trustee is then remaining, to the successor Trustee(s), stating that such Trustee is not capable of managing the financial affairs of the Trust; or

(2) The appointment of a guardian or conservator for such Trustee.

J. Notwithstanding the foregoing, any third party, who has not received written notice to the contrary, may conclusively rely upon the fact that a Trustee was not

incapacitated or incompetent at the time such Trustee executed any document or took any action as a Trustee hereunder and at such Trustee was acting properly as a Trustee hereof.

ARTICLE SEVEN

PROVISIONS PERTAINING TO TRUSTEE

The following provisions pertain to the Trustee:

A. Any reference herein to Trustee means the single, multiple and successor Trustee who at any time may be appointed and acting hereunder in a fiduciary capacity.

B. No Trustee shall be required to give bond or furnish any surety on any bond required by the laws of any state or jurisdiction.

C. No Trustee shall be liable for, nor be obligated to inquire into, the acts or omissions of any other Trustee, any prior Trustee, or any Personal Representative of the Donor's estate.

D. The Trustee hereunder, or any successor Trustee, shall be entitled to reasonable compensation. The Trustee hereunder, or any successor Trustee, other than any Trustee who has contributed property to the Trust, shall be entitled to be reimbursed for all reasonable expenses (including travel) incurred in the Trustee's management and protection of the Trust estate.

E. The Trustee shall not be liable for any loss or depreciation occasioned by the purchase or retention of any securities or property provided that the Trustee shall have acted in good faith in such purchase or retention.

F. In no event shall any Trustee be liable for any error of judgment or for anything done or omitted to be done pursuant

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to the powers herein given, except for such Trustee's own negligence, fraud or willful misconduct.

G. The Donor has given the Trustee the discretionary power to purchase and retain stocks and other securities or properties because the Donor believes that the unrestricted exercise of such discretion will, upon the whole, operate for the best interests of the Trust estate.

H. Unless otherwise expressly stated herein, all decisions, actions and discretion herein shall be made by either Trustee serving when two Trustees are serving, but if more than two Trustees are serving, then by a majority of such Trustee(s) then serving who are entitled to and authorized to act relative to such matter.

#### ARTICLE EIGHT

##### POWERS OF THE TRUSTEE

A. Except to the extent specifically limited by other provisions of this instrument, the Trustee, in addition to and not in limitation of common law and statutory powers under Florida law which are incorporated herein by reference, shall have and may exercise the following powers, without resort to, or order or license of, any court:

(1) To hold, manage and control the Trust estate and to retain in the Trust, for such time as the Trustee may deem advisable, any property received by the Trustee hereunder;

(2) To retain, continue, operate, liquidate, sell or otherwise dispose of any property which is a part of the Trust;

(3) To invest and reinvest Trust funds in such stocks, bonds, notes, mortgages, trust deeds, debentures, preferred or common stocks, investment companies, common trust

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funds, partnership interests or other property as the Trustee and any professional investment manager may deem advisable;

(4) To sell, mortgage, exchange, lease or otherwise dispose of or encumber any property on any terms, no purchaser being bound to see to the application of any proceeds and whether or not the effect thereof extends beyond the term of this Trust;

(5) To keep securities or other property in the name of a nominee;

(6) To pay, compromise or contest claims or controversies involving the Trust;

(7) To exercise all rights that may be exercised by any security holder in an individual capacity and to delegate any such rights;

(8) To borrow any amounts upon appropriate terms and conditions and so long as the same shall not, in the Trustee's opinion, in any way, jeopardize the purposes or tax exempt status of the Trust;

(9) To retain any professional investment counsel, professional investment advisors, professional investment managers, accountants, depositories, custodians, brokers, attorneys and agents and to pay them the usual compensation for their services, to accept and act upon the recommendations of professional investment counsel, professional investment advisors professional investment managers, accountants, depositories, custodians, brokers, attorneys and agents and to delegate to any professional investment counsel, professional investment advisors, professional investment managers, custodians, brokers or agents;

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(10) To allot, in or toward satisfaction of any payment, distribution or division, pro rata or non-pro rata, any Trust property at the then current fair market value determined by the Trustee;

(11) To retain such reserves out of income as the Trustee deems proper for the expenses, taxes, depreciation and other liabilities of the Trust;

(12) To open and maintain checking accounts, savings accounts, money market accounts or brokerage accounts, in any bank or institution, and to designate any one or more Trustee to execute checks, make withdrawals therefrom or give directions with respect to such account; and

(13) To delegate fiduciary powers, in writing, to a single Trustee for any period, when more than one Trustee is serving;

(14) Subject to the definition of "Charitable Organizations" and "Charitable Purposes" in ARTICLE FOUR Paragraph A(2), to incorporate any not-for-profit corporation of any type or kind described in Sections 170(c), 501(c)(3), 2055(a) and 2522(a) of the Code and, subject to the limitations placed on the Trustee by the provisions of this agreement, to transfer all or part of the Trust property to such corporation;

(15) To be a partner in any activity or venture which the Trust would have power to conduct by itself;

(16) To hire employees in connection with the administration of the Trust; and

(17) To appoint officers, including a chairman, a secretary and a treasurer, and from time to time to fix the duties to be performed by such officers.



B. In general, to carry on any activity which the Trustee, in the Trustee's discretion, deems calculated directly or indirectly to further the charitable purposes of the Trust and to perform and do any and all things in relation thereto as principal, agent, contractor or otherwise and by or through agents, subsidiary or affiliated corporations, associations or trusts, or otherwise, and either alone or in conjunction or cooperation with other persons, governmental bodies and organizations of every kind and nature, and generally to attain and further any of the purposes herein set forth.

C. It is the Donor's intention to give the Trustee wide discretion in matters of management of the Trust property and the foregoing enumeration of powers is not intended to exclude other powers reasonably incidental to such management.

D. All powers and discretions given to the Trustee are exercisable only in a fiduciary capacity, in accordance with reasonable discretion and subject to the provisions of ARTICLE FOUR.

E. Except as expressly stated herein, no Trustee shall exercise or participate in the exercise of any power or discretion in his or her favor or in favor of his or her issue, estate or creditors.

#### ARTICLE NINE

#### DEALINGS WITH THIRD PARTIES

A. Any person, firm, corporation or entity dealing with any Trustee or relying upon, or deriving any rights or interests under, or by virtue of, but not limited to, any deed, assignment, lease, mortgage, pledge, security interest, agreement or other document executed, or any action taken by such Trustee may always, without the need of further inquiry

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conclusively rely upon such dealing, such written statement, or such action, as being duly authorized hereunder.

B. No such person, firm, corporation or entity shall in any way be responsible for the proper use or application hereunder of any property delivered, or any funds paid over or advanced by any of them to the Trustee.

C. The written receipt of the Trustee for any payment or advancement made to the Trustee, or for any property delivered to the Trustee, shall be a complete discharge and acquittance to the extent specified in such receipt.

D. Persons dealing with the Trustee shall look only to the Trust estate for payment of claims and not to the Trustee personally.

ARTICLE TEN

DEFINITIONS AND CLARIFICATIONS

A. "Income" as used in this agreement means net income and accumulated income not added to the principal.

B. The headings of the articles and paragraphs of this agreement are inserted for convenience only and shall not affect its construction.

C. In the construction of this agreement, the gender of pronouns and the singular or plural form of words shall be disregarded where appropriate.

D. References to provisions of the Code shall be deemed to include the Internal Revenue Code and regulations thereunder in effect as of the date hereof and any corresponding provisions of subsequent federal tax laws.

E. With respect to any notice given by registered mail, the return card signed by the addressed party (or agent thereof) shall serve as written receipt thereof.

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ARTICLE ELEVEN

PAYMENT OF TRANSFER TAXES

Any federal or state estate or inheritance tax imposed by reason of the death of any contributor to this Trust on any interest in property of this Trust shall be paid from the contributor's estate and not from property of this Trust.


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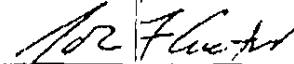
GOVERNING LAW - SITUS

A. This Trust shall be interpreted in accordance with the laws of the state of Florida, and its validity and administration shall be governed by said laws, except with respect to such assets as are required by law to be governed by the laws of some other jurisdiction.

IN WITNESS WHEREOF, the said MICHAEL A. RUANE, as Donor and as Trustee, ELIZABETH J. RUANE, JOHN CURTIS and MICHAEL A. BASS, as Trustees, have set their hand and seal the day and year first above written.

  
MICHAEL P. RUANE,  
DONOR and TRUSTEE

  
ELIZABETH J. RUANE,  
TRUSTEE

  
JOHN CURTIS,  
TRUSTEE

MICHAEL A. BASS,  
TRUSTEE

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ARTICLE ELEVEN

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ARTICLE TWELVE

GOVERNING LAW - SITUS

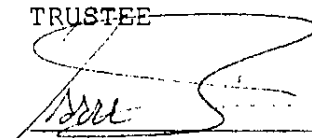
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\_\_\_\_\_  
MICHAEL A. RUANE,  
DONOR and TRUSTEE

\_\_\_\_\_  
ELIZABETH J. RUANE,  
TRUSTEE

\_\_\_\_\_  
JOHN CURTIS,  
TRUSTEE

  
\_\_\_\_\_  
MICHAEL A. BASS,  
TRUSTEE

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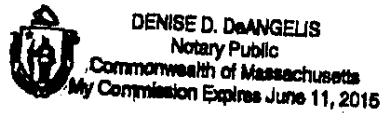
County of Suffolk,

On this 20<sup>th</sup> day of December, 2012, before me, the undersigned notary public, personally appeared MICHAEL A. RUANE, proved to me through satisfactory evidence of identification, which was  personal knowledge or \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Denise D. DeAngelis  
Notary Public

Print Name: Denise D. DeAngelis (s)

(affix seal)



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