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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

16 MAR 15 AM 7:34

APPROVED
AND
FILED

VH

TRANSMITTAL LETTER

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

SUBJECT: L&M FLORIDA PROPERTY 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: Lisa Campbell

Name (Printed or typed)

3624 Copper Stone Drive

Address

Dallas, TX 75287

City, State & Zip

214-783-3420

Daytime Telephone number



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 16, 2016

LISA CAMPBELL
3624 COPPER STONE DRIVE
DALLAS, TX 75287

SUBJECT: L&M FLORIDA PROPERTY TRUST
Ref. Number: W16000011663

We have received your document for L&M FLORIDA PROPERTY TRUST and your check(s) totaling \$358.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

A copy of the trust must be attached to the Affidavit to file or qualify a Trust.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Valerie Herring
Regulatory Specialist II
New Filing Section

Letter Number: 616A00003225

APPROVED
AND
FILED

MAR 15 AM 7:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

L&M FLORIDA PROPERTY TRUST

A TEXAS 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 L&M FLORIDA PROPERTY TRUST, a

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

(State)
L&M FLORIDA PROPERTY TRUST, in the State of Florida.
(Name of Trust)

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

2. The principal address is 3624 COPPER STONE DR

DALLAS, TX 75287

3. The registered agent and street address in the State of Florida is:
CAPITOL CORPORATE SERVICES, INC.

155 OFFICE PLAZA DR STE A TALLAHASSEE FL 32301

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.

Karla Au

(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.

Lisa Campbell

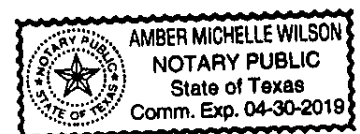
Name: Lisa M. Campbell
Chairman of the Board of Trustees

NOTARY

Amber Wilson

CR2E063(3/00)

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



APPROVED
AND
FILED

16 MAR 15 AM 7:34

L&M FLORIDA PROPERTY TRUST

THIS TRUST AGREEMENT is entered into on September 2 ^{SECRETARY OF STATE} ~~2015~~ ²⁰¹⁵ by and between Michael Francis Campbell, Jr. (the "Husband") and Lisa Michelle Manning Campbell (the "Wife"), of Denton County, Texas, as Grantors (the "Grantors") and Michael Francis Campbell, Jr. and Lisa Michelle Manning Campbell as initial Co-Trustees (the "Trustee").

WITNESSETH:

The Grantors desire to create a trust to be held, administered and distributed in accordance with the provisions of this Trust Agreement. Accordingly, the Grantors have transferred to the Trustee, and the Trustee acknowledges receipt from the Grantors of the properties listed on the attached Schedule "A." This property, together with any other property which may hereafter be conveyed to the Trustee subject to the trust hereby created, shall be held, administered and distributed by the Trustee, upon the trust and for the purposes and uses herein set forth. The trust initially created by this Trust Agreement shall be known as the "L&M Florida Property Trust."

ARTICLE I - TRUST

A. Distributions. The Trustee shall hold, manage, sell, exchange, invest and reinvest the trust property, collect all income and, after deducting such expenses as are properly payable, shall accumulate and distribute the income and principal as herein provided. With regard to each trust created by this Article, the Trustee shall distribute to the Beneficiary of such trust all of the trust income and such amounts of the principal of such trust as are necessary, when added to the funds reasonably available to such Beneficiary from all other sources known to the Trustee, to provide for such Beneficiary's health, support, maintenance and education, taking into consideration the age, education and station in life of such Beneficiary.

B. Beneficiary. The term "Beneficiary" shall refer to the Grantors, jointly, or the survivor of them, or the assignee or transferee thereof.

ARTICLE II - TRUSTEE APPOINTMENTS

A. Successor Trustee. If Michael Francis Campbell, Jr. and Lisa Michelle Manning Campbell or any other Trustee fails or ceases to serve as Trustee of a trust created under this Trust Agreement, Michael Francis Campbell, Jr. and Lisa Michelle Manning Campbell (acting jointly, or by the survivor acting alone) may appoint one or more successor Trustees.

B. Manner of Successor Appointment. Any appointment under this Article (other than by a court) shall be by a signed, acknowledged instrument delivered to the then serving Trustee. Notwithstanding the provisions of Section A, Michael Francis Campbell, Jr. and Lisa Michelle Manning Campbell (acting jointly, or by the survivor acting alone), may at any time and from time to time, appoint one or more successor Trustees before the then serving Trustee ceases to serve, such appointment to become effective in the event the then serving Trustee ceases to serve, with the last such instrument to control. An appointment made before the then serving Trustee ceases to serve shall be delivered to the then serving Trustee and may be revoked by a signed, acknowledged instrument delivered to the then serving Trustee or by the later valid appointment of a different successor or successors.

C. **Removal of Trustee and Appointment of Successor.** Michael Francis Campbell, Jr. and Lisa Michelle Manning Campbell (acting jointly, or by the survivor acting alone) shall have the power at any time to remove any Trustee by written notice to the then serving Trustee and appoint a successor Trustee.

D. **Resignation of Trustee.** Any Trustee of a trust created under this Trust Agreement may resign by giving notice to Michael Francis Campbell, Jr. and Lisa Michelle Manning Campbell, while either of them is living, or the survivor of them.

E. **Expenses and Compensation.** Every Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with such Trustee's duties. Every Trustee, except one of the Grantors, shall be entitled to fair and reasonable compensation for services rendered by such Trustee in an amount not exceeding the customary and prevailing charges for services of a similar character at the time and place such services are performed. The published fee schedule of a trust company acting as Trustee as in effect from time to time shall be reasonable compensation as to that Trustee.

F. **Waiver of Bond; Ancillary Trustees.** No Trustee acting hereunder shall be required to give bond or other security in any jurisdiction. If the trust created by this Trust Agreement contains property located in another state or a foreign jurisdiction, and the Trustee cannot or chooses not to serve under the laws thereof, the power to appoint an ancillary Trustee for such property (as well as any successor ancillary Trustee) shall be exercisable by the Grantors acting jointly, or the Surviving Grantor acting alone, or by the Trustee if the Grantors are both not living or are both not competent to act. An ancillary Trustee appointed pursuant to this Section may be an individual or corporate Trustee.

G. **"Trustee" Defined.** Unless another meaning is clearly indicated or required by context or circumstances, the term "Trustee" shall mean and include the initial Trustee and any successor Trustee or Co-Trustees. Except as otherwise provided in this Trust Agreement, if two or more Trustees are named or serving hereunder and any one or more, but not all, decline or cease to serve for any reason, then the remaining Trustee or Co-Trustees, as the case may be, shall continue to serve in such capacity. In all matters relating to each trust created under this Trust Agreement, the decision of a majority of the Trustees then serving shall control. Any writing signed by the persons whose decision shall control shall be valid and effective for all purposes as if signed by all such Trustees.

H. **"Corporate Trustee" Defined.** The term "corporate Trustee" shall mean a bank having trust powers or a trust company having (alone or when combined with its parent organization and affiliate) capital and surplus in excess of Ten Million Dollars (\$10,000,000) (U.S.), and the successor (by merger, consolidation, change of name or any other form of reorganization, or if such corporate Trustee ever transfers all of its existing business of serving as a fiduciary to any other bank or trust company or corporation) bank or trust company to any such corporate Trustee named herein or serving hereunder. If a bank or trust company is specifically named herein or was a corporate Trustee (as defined above) when it accepted its fiduciary position hereunder, it shall not cease to be considered a corporate Trustee because its capital and surplus presently is or later declines below the amount stated above. In any instance where a corporate Trustee is required to be appointed as a successor Trustee or Co-Trustee in connection with the removal of any Trustee or Co-Trustee, the instrument of removal shall contain the acceptance of the corporate Trustee so

appointed evidenced on it. If a corporate Trustee is serving as a Co-Trustee, it shall have exclusive custody of the properties, books and records of the trust as to which it is serving, but shall make such properties, books and records available for inspection and copying by every other Trustee of such trust.

ARTICLE III - IRREVOCABILITY

Each trust created under this Trust Agreement shall be irrevocable.

ARTICLE IV - TRUSTEE PROVISIONS

A. Powers. The Trustee shall have all of the powers conferred upon trustees by the Texas Trust Code, and by any future amendments to the Texas Trust Code or any corresponding statute, except for any instance in which the Texas Trust Code, as amended, or any such other statutory provisions may conflict with the express provisions of this Trust Agreement, in which case the express provisions of this Trust Agreement shall control. In addition to such powers, the Trustee is specifically authorized:

(1) To retain, in the discretion of the Trustee, any property transferred to the Trustee by the Grantors or any other person, including securities of any corporate Trustee, without regard to the duty to diversify investments under the Texas Trust Code and without liability for any depreciation or loss occasioned by such retention;

(2) To exchange, sell or lease (including leases for terms exceeding the duration of the trust created by this Trust Agreement) for cash, property or credit, or to partition, from time to time, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such character and with such covenants as the Trustee may deem proper, all or any part of the assets of the trust, and no vendee or lessee of the Trustee shall be required to look to the application made by the Trustee of any funds paid to the Trustee;

(3) To borrow money from any source (including any Trustee) and to mortgage, pledge or in any other manner encumber all or any part of the assets of the trust as may be advisable in the judgment of the Trustee for the advantageous administration of the trust;

(4) To invest and reinvest the property of the trust in any kind of property whatsoever, real or personal (including oil, gas and other mineral leases, royalties, overriding royalties and other interests), whether or not productive of income and without regard to the proportion that such property or property of a similar character held may bear to the entire trust estate; provided, however, the Grantors may direct the Trustee as to the investments to be made by the Trustee, and the Trustee shall not be liable to any person for any losses resulting from following the written direction of the Grantors in investing the trust assets;

(5) To employ attorneys, accountants, investment managers, specialists and such other agents as the Trustee shall deem necessary or desirable; to have

the authority to appoint an investment manager or managers to manage all or any part of the assets of the trust, and to delegate to said manager investment discretion and such appointment shall include the power to acquire and dispose of such assets; and to charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against such trust;

(6) To register and carry any securities or other property in the name of the Trustee or in the name of the nominee of any corporate Trustee (or to hold any such property unregistered) without increasing or decreasing the fiduciary liability of the Trustee; to exercise any option, right or privilege to purchase or to convert bonds, notes, stocks (including shares or fractional shares of stock of any corporate Trustee), securities or other property, and to borrow money for the purpose of exercising any such option, right or privilege; to vote any stock which may be held in the trust; and if two or more Trustees are serving hereunder and no such Trustee is a corporate Trustee, to open any type of account in such a manner that all activities associated with such account may be handled by one of the Co-Trustees acting alone;

(7) To enter into any transaction on behalf of the trust (including loans to beneficiaries for adequate security and adequate interest) despite the fact that another party to any such transaction may be (i) a trust of which any Trustee under this Trust Agreement is also a trustee; (ii) an estate of which any Trustee under this Trust Agreement is also an executor, personal representative, or administrator; (iii) a business or trust controlled by any Trustee under this Trust Agreement or of which any such Trustee, or any director, officer or employee of any such corporate Trustee, is also a director, officer or employee; or (iv) the Grantors, any other beneficiary or any Trustee under this Trust Agreement acting individually;

(8) To make, in the Trustee's discretion, any distribution required or permitted to be made to any beneficiary under this trust instrument, in any of the following ways: (i) to such beneficiary directly; (ii) to the guardian of such beneficiary's person or estate; (iii) by utilizing the same, directly and without the interposition of any guardian, for the health, support, maintenance, or education of such beneficiary; (iv) to a person or financial institution serving as custodian for such beneficiary under a uniform gifts to minors act or a uniform transfers to minors act of any state; (v) by reimbursing the person who is actually taking care of such beneficiary (even though such person is not the legal guardian) for expenditures made by such person for the benefit of such beneficiary; (vi) by managing such distribution as a separate fund on the beneficiary's behalf, subject to the beneficiary's continuing right to withdraw the distribution; and (vii) to any trust, trusts, or custodianships in which such beneficiary is designated as a beneficiary, irrespective of how, when, where or by whom the same was or may have been created, and specifically including, but not limited to, a supplemental needs trust for any beneficiary who is determined by the Trustee to be incapacitated by reason of physical or mental illness or infirmity, and the written receipts of the persons receiving such distributions shall be full and complete acquittances to the Trustee;

(9) To invest the assets of the trust in any life insurance policy or policies (including term insurance) on the life of the Grantors, or on the life of any person or persons in whom the Grantors have an insurable interest;

(10) To store personal property given to a person who is a minor or who is incapacitated for later distribution to such person, or to sell such property and add the proceeds of sale to a trust of which such person is a beneficiary;

(11) To make divisions, partitions, or distributions in money or in kind, or partly in each, whenever required or permitted to divide, partition, or distribute all or any part of the trust; and, in making any such divisions, partitions, or distributions, the judgment of the Trustee in the selection and valuation of the assets to be so divided, partitioned, or distributed shall be binding and conclusive, and the Trustee shall not be liable for any differing tax consequences to the beneficiaries hereunder;

(12) To release, in the discretion of the Trustee, any fiduciary power at any time, in whole or in part, temporarily or permanently, whenever the Trustee may deem it advisable, by an instrument in writing executed and acknowledged by the Trustee;

(13) To invest and reinvest all or part of the assets of the trust in any common trust fund of any corporate Trustee;

(14) To open and maintain margin accounts or similar accounts with brokerage firms, banks or others for purposes of investing the properties of the trust; to conduct, maintain and operate these accounts, directly or through designation of another as agent, for purchase, sale and exchange of stocks, bonds, commodities, options (including puts and calls, both covered and uncovered), and other securities; and in connection therewith, to borrow money, obtain guarantees and engage in all other activities necessary or incidental to conducting, maintaining and operating such accounts;

(15) To continue any business (whether a proprietorship, corporation, partnership, limited partnership or other business entity) which may be transferred to the trust for such time as the Trustee may deem it to be in the best interest of the trust; to employ in the conduct of any such business such capital out of the trust as the Trustee may deem proper; to borrow money for use in any such business alone or with other persons financially interested in such business, and to secure such loan or loans by a mortgage, pledge or any other manner of encumbrance of, not only the interest of such trust in such business, but also such portion of the trust outside of such business as the Trustee may deem proper; to organize, either alone or jointly with others, new corporations, partnerships, limited partnerships or other business entities; and generally to exercise with respect to the continuance, management, sale or liquidation of any business which may be transferred to the trust estate, or of any new business or business interest, all the powers which may be necessary for its successful operation;

(16) To execute lease, pooling or unitization agreements (including agreements of such nature extending beyond the terms of the trust) with respect to any mineral or royalty interest held or acquired by the trust; to drill or contract for the drilling of wells for oil, gas or other minerals; to make dry hole or bottom hole contributions; to enter into any operating agreements with reference to any mineral leases or properties held or acquired by the trust; and generally, with reference to oil, gas and other mineral properties and operations, to enter into such agreements and to do all such other things (whether or not presently recognized as common or proper practice by those engaged in the business of prospecting for, developing, producing, processing, transporting or marketing oil, gas or other minerals) as the Trustee may deem to be advantageous;

(17) To transfer such sums of the property of a Grantor to an individual serving as agent or attorney-in-fact under a valid power of attorney signed by such Grantor (or to several individuals serving jointly as agents or attorneys-in-fact under a valid power of attorney signed by such Grantor) as such agent or agents may request in order to make gifts, which are specifically authorized by such power of attorney, on behalf of such Grantor;

(18) To select and employ, at the discretion of the Trustee but at the expense of the trust, any person, firm or corporation, engaged in rendering investment advisory services or investment management services, to furnish professional assistance or management in connection with making investments, managing securities, or making any other decisions with respect to the purchase, retention, sale or other disposition of property or securities belonging to the trust;

(19) To employ a bank or trust company located anywhere within the United States, at the discretion of the Trustee but at the expense of the trust, as custodian or agent; to have stock and securities registered in the name of such agent or custodian or a nominee thereof without designation of fiduciary capacity; and to appoint such bank or trust company to perform such other ministerial functions as the Trustee may direct. While such stock or securities are in the custody of any such bank or trust company, the Trustee shall be under no obligation to inspect or verify such stock or securities nor shall the Trustee be responsible for any loss by such bank or trust company; and

(20) Whenever in this Trust Agreement an action is authorized in the discretion of the Trustee, the term "discretion" shall mean the absolute and uncontrolled discretion of the Trustee.

B. Allocation of Principal and Income. The Trustee shall determine, in the Trustee's discretion, the allocation or apportionment of all receipts and disbursements between income and principal; provided, however, in exercising this discretion, the Trustee may consider the provisions of the Texas Uniform Principal and Income Act but shall not be bound by those provisions.

C. Election to Opt Out of Uniform Prudent Investor Act. The Trustee shall not be required to comply with, nor is the trust estate of each trust created hereunder subject to, the prudent investor rule or the provisions of the Uniform Prudent Investor Act, Chapter 117 of the

Texas Trust Code. Rather, except as otherwise provided in this Agreement, the Trustee shall specifically have such wide latitude in the selection, retention, or making of investments as an individual would have in the investment of his or her own assets.

D. Accounting. All properties, books of account and records of the trust created under Article II shall be made available for inspection at all times during normal business hours by the Grantors or by any person designated by the Grantors.

E. Notice. Any notice required or permitted to be given by or to a Trustee acting under this Trust Agreement must be given by acknowledged instrument actually delivered to the person or Trustee to whom it is required or permitted to be given. Any notice required or permitted to be given to a minor or an incapacitated person shall be given to such minor's parents or guardian or to such incapacitated person's guardian. If such notice concerns a trusteeship, it shall state its effective date and shall be given at least thirty (30) days prior to such effective date, unless such period of notice is waived. Any action permitted to be taken by a minor or an incapacitated person shall be taken by such minor's parent or guardian or by such incapacitated person's guardian.

F. Acts of Prior Trustees. Each Trustee shall be relieved of any duty to examine the acts of any prior Trustee and no court accounting shall be required. Each successor Trustee shall be responsible only for those properties which are actually delivered to such Trustee. Each successor Trustee, upon executing an acknowledged acceptance of the trusteeship and upon receipt of those properties actually delivered to such successor Trustee, shall be vested with all of the estates, titles, rights, powers, duties, immunities and discretions granted to the prior Trustee.

G. Reliance on Legal Opinion. In acting or declining to act, each Trustee may rely upon the written opinion of a competent attorney, any facts stated in any instrument in writing and believed true, or any other evidence deemed sufficient. Each Trustee shall be saved harmless from any liability for any action taken, or for the failure to take any action, if done in good faith and without gross negligence.

H. Survivorship Provisions. For purposes of this Trust Agreement, any person who fails to survive a Grantor by at least thirty (30) days shall be deemed to have died before such Grantor, provided that if both Grantors die under circumstances where it is impossible to determine which Grantor died first, it shall be presumed, for purposes of this Trust Agreement, that the Wife survived the Husband. Any person who is prohibited by law from inheriting property from a Grantor shall be treated as having failed to survive such Grantor.

ARTICLE V - MISCELLANEOUS PROVISIONS

A. Additions To Trust. The Grantors, or any other person, may at any time, grant, transfer or convey, either by inter vivos transfer or by Will, to the Trustee such additional property as he or she desires to become a part of the trust hereby created and, subject to acceptance by the Trustee, such additional property shall thereafter be held, administered and distributed by the Trustee in accordance with the provisions of this Trust Agreement.

B. Right To Use Principal Residence. The Grantors shall have the right to use and occupy residential property owned by the trust created under Article I as the Grantors' principal

residence rent free and without charge until the death of the last to die of both Grantors or until this Trust Agreement is terminated, whichever occurs first. Further, any such property (or any interest therein) shall be acquired by an instrument of title that describes the property with sufficient certainty to identify it and the interest acquired, and the instrument shall be recorded in the real property records of the county in which the property is located. This section shall be construed in accordance with the Grantors' intentions to qualify such property as the Grantors' residential homestead for ad valorem tax purposes by causing the trust which owns such property to be a "qualifying trust" as defined and described in Section 11.13(j) of the Texas Tax Code and in Section 41.0021 of the Texas Property Code. This intention shall be overriding and shall control if it conflicts with the literal language of this section.

C. Governing Law. The construction, validity and administration of each trust created under this Trust Agreement shall be controlled by the laws of the State of Texas.

D. Beneficial Interests. The beneficial interest of each trust created hereunder shall be transferrable by written instrument signed by the transferor, the transferee, and delivered to the Trustee.

IN WITNESS WHEREOF, the Grantors and the Initial Trustee have hereunto set their hands as of the date first above written.


Michael Francis Campbell, Jr., Grantor


Lisa Michelle Manning Campbell, Grantor


Michael Francis Campbell, Jr., Initial Trustee


Lisa Michelle Manning Campbell, Initial Trustee

16 MAR 15 AM 7:34
SECRETARY OF STATE,
TALLAHASSEE, FLORIDA

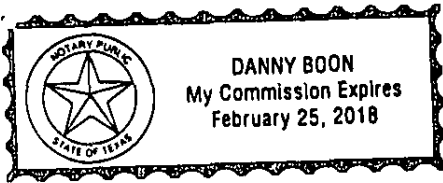
APPROVED
AND
FILED

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me on 9/2, 2015, by Michael Francis Campbell, Jr.



[Signature]

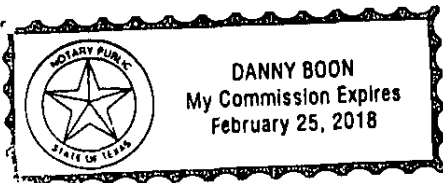
Notary Public, State of Texas

THE STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me on 9/2, 2015, by Lisa Michelle Manning Campbell.



[Signature]

Notary Public, State of Texas

APPROVED
AND
FILED
16 MAR 15 AM 7:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ASSIGNMENT OF BENEFICIAL INTEREST

This Assignment of Beneficial Interest (this "Assignment"), is made and entered into effective as of the 2 day of September, 2015, by and between Michael Campbell and Lisa Campbell ("Assignors") and L&M Rentals, LLC, a Texas limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignors are the holders of beneficial interests in the L&M Florida Property Trust, dated 9/2, 2015 ("Trust"); and

WHEREAS, Assignors desire to transfer their one hundred percent (100%) beneficial interest in the Trust to Assignee, and Assignee desires to accept such transfer.

NOW, THEREFORE, for the premises, terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors hereby transfer their one hundred percent (100%) beneficial interest in the Trust to Assignee, and Assignee hereby accepts such interest.

2. Acknowledgement. By signature below, Michael Francis Campbell, Jr. and Lisa Michelle Manning Campbell, Co-Trustees of the Trust, do hereby acknowledge the foregoing assignment.

[Signature]
Michael Campbell
[Signature]
Lisa Campbell

L&M Rentals, LLC
By: [Signature]
Mike Campbell, Manager
By: [Signature]
Lisa Campbell, Manager

16 MAR 15 AM 7:34
SECRETARY OF STATE
TALLAHASSEE FLORIDA

APPROVED
AND
FILED

L&M Florida Property Trust
By: [Signature]
Michael Francis Campbell, Jr., Co-Trustee
By: [Signature]
Lisa Michelle Manning Campbell, Co-Trustee