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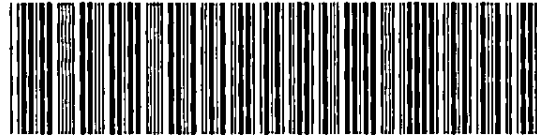
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N. SAMS

AUG 23 2017



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17 AUG 22 PM 12:47  
FILING OFFICE  
TOLSON

August 21, 2017

Naderia,

After reviewing what I sent you on Friday, I felt it was necessary to send another copy of the Affidavit. There was an error on the one I sent Friday showing a different number in section A. So, in anticipation of your requesting a replacement I'm sending you the corrected copy. Please excuse the oversight on the one sent Friday, which you would likely receive on Monday.

Thank you for your attention.

Regards,



Michael Pontius

17 AUG 22 PM 12:47

RECEIVED  
17 AUG 22 PM 12:27  
BUREAU OF COMMERCIAL  
INFORMATION SERVICES



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

17 AUG 22 PM 12:47

August 23, 2017

MICHAEL L PONTIUS  
8728 SW 194TH CT  
DUNNELLON, FL 34432

SUBJECT: JMLP MANAGEMENT SERVICES COMMON-LAW HOLDING TRUST 2030  
Ref. Number: W17000065701

We have received your document for JMLP MANAGEMENT SERVICES COMMON-LAW HOLDING TRUST 2030 and your check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

IN ORDER TO PROCESS THE DECLARATION OF TRUST, YOU MUST INCLUDE AN AFFIDAVIT ALONG WITH A COPY OF THE TRUST. PLEASE FIND THE ENCLOSED AFFIDAVIT.

Please return 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.

Nadira D McClees-Sams  
Regulatory Specialist II

Letter Number: 517A00016377



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 18, 2017

MICHAEL L PONTIUS  
8727 SW 194TH CT  
DUNNELLON, FL 34432

SUBJECT: JMLP MANAGEMENT SERVICES COMMON-LAW HOLDING  
TRUST 2040  
Ref. Number: W17000065711

We have received your document for JMLP MANAGEMENT SERVICES  
COMMON-LAW HOLDING TRUST 2040 and your check(s) totaling \$. However,  
the enclosed document has not been filed and is being returned for the following  
correction(s):

NAME ON THE AFFIDAVIT MUST MATCH THE NAME WITHIN THE TRUST.  
ALSO, THE AFFIDAVIT NEEDS TO BE NOTARIZED.

Please return 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.

Terri J Schroeder  
Regulatory Specialist III

Letter Number: 017A00016979



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 10, 2017

MICHAEL L PONTIUS  
8727 SW 194TH CT  
DUNNELLON, FL 34432

SUBJECT: JMLP MANAGEMENT SERVICES COMMON-LAW HOLDING  
TRUST 2040  
Ref. Number: W17000065711

We have received your document for JMLP MANAGEMENT SERVICES  
COMMON-LAW HOLDING TRUST 2040 and your check(s) totaling \$350.00.  
However, the enclosed document has not been filed and is being returned for the  
following correction(s):

IN ORDER TO PROCESS THE DECLARATION OF TRUST, YOU MUST  
INCLUDE AN AFFIDAVIT ALONG WITH A COPY OF THE TRUST. PLEASE  
FIND THE ENCLOSED AFFIDAVIT.

Please return 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.

Terri J Schroeder  
Regulatory Specialist III

Letter Number: 817A00016382

TRANSMITTAL LETTER

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

SUBJECT: JMLP MANAGEMENT Services - Common-law Holding  
TRUST 2090

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 L. Pontius  
Name (Printed or typed)

8728 SW 194th Ct.  
Address

Dunnellon, Florida 34432  
City, State & Zip

352-465-0310  
Daytime Telephone number

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

JMLP MANAGEMENT SERVICES COMMON-LAW HOLDING TRUST 2040

A Massachusetts 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 JMLP MANAGEMENT SERVICES COMMON-LAW TRUST 2040  
(Name of Trust)

A Massachusetts Trust hereby affirms in order to file or qualify  
(State)

JMLP MANAGEMENT SERVICES COMMON-LAW TRUST 2040 in the state of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 8728 SW 194<sup>th</sup> Court  
Dunnellon, Florida 34432
3. The registered agent and street address in the State of Florida is:  
Michael L. Pontius  
8728 SW 194<sup>th</sup> Court  
Dunnellon, Florida 34432
4. Acceptance by the registered agent: Having been named a s 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 L. Pontius*  
(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.

State of Florida  
County of Marion

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August, 2017 by Michael Pontius NOTARY who is/are personally known to me or produced as identification and who did/did not take an oath.

Rachael Cheff  
Notary Public

*Michael L. Pontius*  
Name: Michael L. Pontius  
Chairman of the Board of Trustees

17/AUG 22 PM 12:47  
NOTARY PUBLIC  
STATE OF FLORIDA



Filing Fee: \$350.00  
Certified Copy: \$ 8.75

17 AUG 22 PM 12:47

*Declaration*

*And*

*Contract*

*Of*

*Trust*

THIS DOCUMENT  
IS TO BE INTERPRETED AND EXECUTED  
UNDER THE RIGHT OF CONTRACT LAW,  
WITH THE ORIGINAL SITUS IN THE

**COMMONWEALTH OF  
MASSACHUSETTS**

THIS INDENTURE AUTHORIZES  
ITS TRUSTEES  
TO PERFORM UNDER THE NAME OF

**JMLP MANAGEMENT SERVICES  
Common-law Holding Trust 2040**  
(A MASSACHUSETTS TRUST)



## **Contents (Holding Trust)**

1. Declaration of Trust
2. Trustees
3. Proposal to Exchange Property for Certificate of Capital Unit
4. Memorandum of Exchange
5. Minutes of Trust
6. Certified List of Beneficiaries
7. Certificate of Capital Unit
8. Certificate of Trust Unit
9. Schedule "A", Personal Property
10. Schedule "A", (Part II), Description
11. Schedule "B", Registry of Certificate of Capital Units
12. Schedule "B", Registry of Certificate of Trust Units
13. Schedule "C", Successor Trustees

**DECLARATION OF TRUST**

THIS DECLARATION OF JMLP MANAGEMENT SERVICES, Common-law Holding Trust 2040 made this \_\_\_\_ day of \_\_\_\_\_, in the year of our Lord, Two Thousand Seventeen, by Dayle C. Lofton (the "SETTLOR"), and Michael L. Pontius (the "TRUSTEE"), and Jewel S. Pontius (the "TRUSTEE").

**1.1 CLASSIFICATION OF ORGANIZATION:**

This declaration of trust is intended to create a Massachusetts Common-law Holding Trust (the "trust"), and not a partnership or a joint-stock association.

**2.1 DEFINITIONS:**

For the purpose of this deed, the singular shall include the plural, and the words "he" or "she" shall include both genders, and references to a person shall include a corporation or corporations, save where the context specifically so denies.

"Certificates of Capital Units" means a certificate representing a percent of the property of corpus of the trust. The Exchanger(s) shall receive Certificates of Capital Units for the property they exchange into the trust. The Certificates of Capital Units legally consist of the immovable "Res" (Corpus of the Trust). The Capital Units are of indeterminable value until sold. Capital Units are not the same as Certificates of Trust Units.

"Property" means real and personable movable or immovable property of any description and wheresoever situated, including (without limiting the generality thereof) insurance policies, cash, stocks, commodities, choses in action, deeds, titles, assignments, mortgages and loans.

"Certificates of Trust Units" means a certificate representing a percent of the movable "Res" or the profits of the trust. Only the Beneficiaries may receive Certificates of Trust Units. Neither the Settlor, the Trustees nor the Exchanger may receive Certificates of Trust Units.

**3.1 TRANSFER TO TRUSTEES:**

- (a) The Settlor transfers to the Trustees all of his rights, title and interest in property described in Schedule "A" attached;
- (b) The Trustees will hold the property described in Schedule "A" and all property hereafter acquired, and all income and profits collectively (the "Trust Property") in trust, and shall manage, administer, collect and dispose of the trust property for the benefit of persons who acquire Certificates of Capital Units and Certificates of Trust Units;
- (c) In the event of, and upon the death, resignation or incapacity of either one of the two trustees, the remaining trustee shall continue to serve, and shall appoint a Successor Trustee within thirty (30) days. Providing there are no objections within thirty (30) days from the date of said appointment, the appointment shall stand. In the event of, and upon the death, resignation or incapacity of both trustees to serve, the Settlor within thirty (30) days therefrom shall notify the Successor Trustees that they, upon their acceptance, shall perform the "duties as trustees" pursuant to paragraph 10.1.

**4.1 NAME OF THE TRUST:**

- (a) The trust shall be called JMLP MANAGEMENT SERVICES, COMMON-LAW HOLDING TRUST 2040
- (b) The trustees, in the name of the trust, may engage in general business activity, and perform all acts they consider necessary in furtherance of such activity. The powers and duties of the trustees are more specifically set forth in Paragraphs 10.1 and 11.1.

## HOLDING TRUST

Transferee(s) of any Certificates of Capital Units, who receives said Certificate without prior written approval of the trustees, shall succeed to none of the rights of the transferor other than the right to receive a distribution of trust assets upon termination of the trust. Once any Certificates of Capital Units are sold, the proceeds may become taxable.

The trustees must approve any transfer taking effect because of the death of a Holder of a Certificate of Capital Units, provided the trustees are reasonably satisfied of the validity of the instrument of transfer.

The holder transferring his interest in a Certificate of Capital Units shall, within ten (10) days after such transfer, notify the trustees in writing of the transfer, and provide the trustees with the name and address of the transferee.

The trustees shall then, within ten (10) days after receipt of such notice, prepare and issue a new Certificate of Capital Units to the transferee if the transfer was approved by the trustees as provided herein.

### 6.1 CERTIFICATES OF TRUST UNITS:

The Holder(s) of any Certificates of Trust Units shall share in dividends and other distributions in the proportion to the number of Certificates of Trust Units owned by the bearer, in relation to the total number of units issued outstanding. The total number of Certificates of Trust Units shall not exceed one hundred (100) units with an undeterminable value. The Holder(s) of Certificates of Trust Units shall not have the right to ask for partition of the trust property during the continuance of this trust. The Holder(s) of any Certificates of Trust Units shall not have any interest in any portion of the trust property, and shall only have an interest in dividends and other distributions. In the event of the loss or destruction of a Certificate of Trust Units, the trustees may issue a new Certificate of Trust Units upon such conditions as they deem proper.

### 6.2 TRANSFER OF CERTIFICATES OF TRUST UNITS:

The Holder(s) of any Certificates of Trust Units shall not transfer all or part of such interest without prior written approval of the trustees. Such approval shall be granted in the trustees' sole discretion.

The trustees must approve any transfer taking effect because of the death of a Holder of a Certificate of Trust Units, provided the trustees are reasonably satisfied of the validity of the instrument of transfer. The Holder transferring his interest in a Certificate of Trust Units shall, within ten (10) days after such transfer, notify the trustees in writing of the transfer, and provide the trustees with the name and address of the transferee.

The trustees shall then, within ten (10) days after receipt of such notice, prepare and issue a new Certificate of Trust Units to the transferee if the transfer was approved by the trustees as provided herein.

### 7.1 CERTIFICATES OF TRUST UNITS MAY CONVERT TO CERTIFICATES OF CAPITAL UNITS:

The Holder(s) of any Certificates of Trust Units may not be the holder(s) of any Certificates of Capital Units unless the bearer(s) of such Certificates are divested of all Certificates of Trust Units having an interest or continuing interest derived therefrom.

### 8.1 PERSONAL LIABILITY OF HOLDERS OF CERTIFICATE OF TRUST UNITS:

The Holder(s) of Certificate of Trust Units shall not be made personally liable by any act or omission of the trustees. The trustees shall stipulate that neither they, nor the Holder(s) of Certificate of Trust Units, shall be held to any personal liability under the instrument.

### 9.1 SPENDTHRIFT PROVISION:

The Holder(s) of any Certificate of Trust Units shall not have any right to alienate, encumber, or hypothecate his interest in the trust estate, nor shall such interest be subject to claim(s) of the Holder's

## HOLDING TRUST

- (c) In the event that the trust is without any trustees, two of the Successor Trustees listed on Schedule "C" shall serve as trustees;
- (d) The trustees shall meet at such times and at such places as they deem advisable;
- (e) The trustees shall hold, manage, control and invest the assets of the trust in furtherance of the trust purpose;
- (f) The trustees may appoint a custodian, who may be given the title of SECRETARY, or TREASURER, and he shall keep records of all transactions involving trust property. The trustees and/or Custodian shall keep a certified list of all names, addresses and interests of the Holders of Certificates of Capital Units and Certificates of Trust Units;
- (g) The trustees shall, at their own expense, provide a place of business, and furnish it with sufficient assets, supplies and personnel to properly conduct the affairs of the trust;
- (h) The trustees shall maintain complete separation of their own funds from those of the trust.

### 11.1 POWERS OF TRUSTEES:

The trustees shall have absolute and exclusive power and authority to manage the trust property and to conduct the trust business, to the same extent as if the trustees were the owners of the properties, and limited only as specifically set forth in this Declaration of Trust. The concurrence of trustees shall be necessary to the validity of any action by them. The trustees' powers shall include, but not be limited to or by the following:

- (a) To incur indebtedness, borrow or lend money, and, if security is required therefore, to mortgage or subject any trust investment to any other security device, to obtain replacements of any mortgage or refinance, increase, modify, consolidate or extend any mortgage or other security device, all the foregoing at such terms and in such amounts as the trustees in their sole discretion, deem to be in the best interests of the trust;
- (b) To prosecute and defend all actions affecting the trust, and to compromise or settle any suits, claims or demands or waive or release any rights relating to the trust;
- (c) The trustees may enter into agreements with trustees from other trusts or other public or private entities, provided that any such services or agreements shall be at a cost to the trust not to exceed those which would be paid to an unaffiliated entity;
- (d) The trustees shall have the sole right and authority to sign a title, Certificate of Title, Warranty Deed, Quit Claim Deed, Bill of Sale, Trust Certificate Units, and/or negotiable instrument in his/her individual capacity on behalf of the trust;
- (e) The trustees shall be entitled to reimbursements of all direct and indirect expenses of the trust incurred and paid by the trustees on behalf of the trust;
- (f) The trustees shall pay all expenses (which shall be billed directly to the trust) of the trust, and these expenses may include, but are not limited to:
  - 1. All costs of personnel contracted by the trust and involved in the business of the trust;
  - 2. All costs of borrowed money, taxes and assessments on trust properties and other taxes applicable to the trust;
  - 3. All costs of printing, engraving and other expenses and taxes incurred in connection with the issuance, distribution, transfer, registration and recording of documents evidencing ownership of an interest in the trust, or in connection with the business of the trust;
  - 4. Legal, audit, accounting, brokerage, and other fees;
  - 5. Fees and expenses paid to independent contractors, banks, mortgage brokers, insurance brokers, and other agents;
  - 6. Expenses of organizing the trust;
  - 7. Expenses in connection with the disposition, replacement, alteration, repair, remodeling, refurbishment, leasing, refinancing, and operation of trust properties, including the costs and expenses of foreclosure, insurance premiums, real estate brokerage and leasing commissions, and of maintenance of such property.
  - 8. Expenses in connection with the distributions made by the trustees for

## HOLDING TRUST

12. The cost of preparation and dissemination of the informational material and documentation relating to potential sale, refinancing or other disposition of trust property;
  13. The cost incurred with any litigation in which the trust is involved, as well as in the examination, investigation, or other jurisdiction over the trust, including legal and accounting fees incurred in connection therewith;
  14. The cost of any computer equipment, services, or supplies used for the trust in connection with any of the foregoing, including attorneys, accountants, and appraisers, and research for real estate investment opportunities;
- (g) The trustees may adopt and enforce such by-laws not inconsistent with the Declaration of Trust, as they may, from time to time, deem proper;
- (h) The trustees shall maintain strict privacy and confidentiality of the trust, trust records, parties, and any information pertinent to this trust.

### 12.1 LIABILITY OF TRUSTEES:

The trustees shall not be personally liable for any loss resulting from an act or omission to act in the execution of any of the powers conferred by this Declaration of Trust, as long as they act in good faith. No trustee shall be personally liable for any act of omission of another, or for an action of omission of any person appointed by any of them to assist in the execution of the trust. All persons dealing with the trustees shall look only to the trust property for the payment of their claims, and instruments to which the trustees shall be parties, or on account of which any liability may be chargeable against the trust property shall in substance so provide.

### 13.1 INDEMNIFICATION OF TRUSTEES:

Each trustee shall be indemnified by and receive reimbursement from the trust property against and from any and all loss, liability, expense or damage arising out of any action or omission to act as trustee, except to the extent that any loss, liability, expense, or damage shall result from his own willful misconduct. Any indemnity or reimbursement shall be limited to the trust property, and the Holder(s) of Certificate of Trust Units shall not be personally liable to any extent.

### 14.1 RESIGNATION OF TRUSTEES:

A trustee may resign at any time by giving notice in writing. The remaining trustee shall continue to serve and shall appoint a Successor Trustee within thirty (30) days. Provided there are no objections within thirty (30) days from the date of said appointment, the appointment shall stand. Any Successor Trustees under this Declaration of Trust shall have all the powers and duties of the trustees hereunder. Upon the appointment of such Successor Trustee, any attorney in fact, agent, custodian or depository of the property comprising the trust fund or income thereof, shall forthwith become the same for such Successor Trustee without the necessity of executing or filing any papers or any further act.

### 15.1 FURTHER PRIVACY PROVISIONS:

This Contract and Declaration of Trust and all trust business shall be kept private, protected by the Common-law private rights available in this and every other applicable jurisdiction. The penalty for the release of any information pursuant to the material contained within the context of this trust or any related material is that such person or persons shall be fined or made the party of a tort action in the amount of not less than one hundred thousand (\$100,000.00) dollars.

### 16.1 CONTINUATION OF TRUST:

The death, insolvency or incompetency of a Holder of Certificate of Trust Units, or the transfer of any interest thereof, shall not terminate the trust, or entitle the legal representative of the Holder, or the transferee, to any accounting or to any legal action against the trust property or trustees. Upon the death, insolvency, or incompetency of a Holder, his legal representative shall succeed as a Holder, and shall be

HOLDING TRUST

IN WITNESS WHEREOF, the undersigned parties have caused the trust indenture to be executed on this 24<sup>th</sup> day of July, 20 17, and acknowledge the signing hereof to be a voluntary act and deed.

WITNESSES

x M Redick

Wanda L. Nagornik

x M Redick

Wanda L. Nagornik

x M Redick

Wanda L. Nagornik

Dayle C. Lofton  
Dayle C. Lofton, SETTLOR

Michael L. Pontius  
Michael L. Pontius, TRUSTEE

Jewel S. Pontius  
Jewel S. Pontius, TRUSTEE

HOLDING TRUST

STATE OF FLORIDA  
COUNTY OF MARION

BEFORE ME, the undersigned authority, personally appeared, Dayle C. Lofton, Settlor, known to me to be the person described in and who executed the foregoing Trust Agreement and acknowledged executing same voluntarily and for the purpose therein stated, and who is personally known to me or who presented

FLDL#135163496110 as identification.

WITNESS my hand and seal this 24<sup>th</sup> day of July, 2017.

Wanda G. Nagovich

Notary Public  
STATE OF FLORIDA

My commission expires: Aug 1<sup>st</sup>, 2020

STATE OF FLORIDA  
COUNTY OF MARION

BEFORE ME, the undersigned authority, personally appeared, Michael L. Pontius, Trustee, known to me to be the person described in and who executed the foregoing Trust Agreement and acknowledged executing same voluntarily and for the purpose therein stated, and who is personally known to me or who

presented FLID#P532552420070 as identification.

WITNESS my hand and seal this 24<sup>th</sup> day of July, 2017.

Wanda G. Nagovich

Notary Public  
STATE OF FLORIDA

My commission expires: Aug 1<sup>st</sup>, 2020

STATE OF FLORIDA  
COUNTY OF MARION

BEFORE ME, the undersigned authority, personally appeared Jewel S Pontius, Trustee, known to me to be the person described in and who executed the foregoing Trust Agreement and acknowledged executing same voluntarily and for the purpose therein stated, and who is personally known to me or who

presented FLID#P53243247580 as identification.

**TRUSTEE**

DATE 24 July, 2017

Michael L. Pontius  
8728 SW 194TH CT.  
DUNNELLON, FLORIDA 34432

Dear Michael L. Pontius:

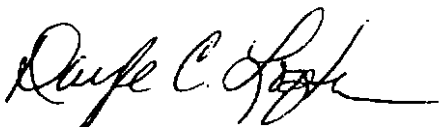
Conditional to your acceptance, you have been appointed as **TRUSTEE** for **JMLP MANAGEMENT SERVICES, Common-law Holding Trust 2040 (A MASSACHUSETTS HOLDING TRUST)**.

Please consider this letter as the equivalent of a contractor agreement.

Within 20 days from the signing of this acceptance agreement you and your co-trustee shall meet as a Board of Trustees and may there and then appoint either a General Manager or LLC who will be responsible for the day to day business affairs of the Trust organization.

This letter will suffice in lieu of a separate independent contractor agreement.

Sincerely,



Dayle C. Lofton, Settlor

---

---

Received and agreed to on this date: 24<sup>th</sup> July, 2017



Jewel S. Pontius  
Trustee



**TRUSTEE**

DATE 24<sup>th</sup> July, 20 17

Jewel S. Pontius  
8728 SW 194TH CT.  
DUNNELLON, FLORIDA 34432

Dear Jewel S. Pontius:

Conditional to your acceptance, you have been appointed as **TRUSTEE** for **JMLP MANAGEMENT SERVICES, Common-law Holding Trust 2040 (A MASSACHUSETTS HOLDING TRUST)**.

Please consider this letter as the equivalent of a contractor agreement.

Within 20 days from the signing of this acceptance agreement you and your co-trustee shall meet as a Board of Trustees and may there and then appoint either a General Manager or LLC who will be responsible for the day to day business affairs of the Trust organization.

This letter will suffice in lieu of a separate independent contractor agreement.

Sincerely,



Dayle C. Lofton, Settlor

---

---

Received and agreed to on this date: 24<sup>th</sup> July, 20 17

Mitchel B. Pontius Jewel S. Pontius  
Trustee

**PROPOSAL TO EXCHANGE PROPERTY FOR CERTIFICATE OF CAPITAL UNITS**

**TO:** Michael L. Pontius and Jewel S. Pontius  
Trustees of JMLP MANAGEMENT SERVICES, Common-law Holding Trust 2040 (A  
Massachusetts Holding Trust)

**FROM:** Michael L. Pontius and Jewel S. Pontius, Exchangers

**RE:** Real Property in exchange for TEN CERTIFICATES OF CAPITAL UNITS

Dear Trustees:

After considering the benefits of transferring property into your organization, we have decided that an EXCHANGE of our property for:

TEN (10) UNITS (Certificate of Capital Units)

Holds a promise of attractive future benefits. This offer is, therefore, submitted for your consideration.

We herein propose to exchange the following property for a minimum of:

TEN (10) UNITS (Certificate of Capital Units)

Further, it is understood that such an exchange would be neither a gift nor a sale, but a tax deferred exchange. If this meets with Trustees approval, and, if, indeed, the trustees feel that such an exchange would create future capital or benefit for the organization, please reply.

Description of Property:

See attached Schedule "A" (Part II)

Existing Liens against the property (if any):

Your immediate response will be appreciated.

Thank you,

Date: 24th July, 20 17

Michael L. Pontius  
Michael L. Pontius, Exchanger

Jewel S. Pontius  
Jewel S. Pontius, Exchanger

Accepted and Agreed to by: Michael L. Pontius  
Trustee

Jewel S. Pontius  
Trustee

**MEMORANDUM OF EXCHANGE**

**TO:** Michael L. Pontius and Jewel S. Pontius  
Trustees of JMLP MANAGEMENT SERVICES, Common-law Holding Trust 2040 (A  
Massachusetts Holding Trust)


**FROM:** Michael L. Pontius and Jewel S. Pontius, Exchangers

**IN EXCHANGE FOR 10 CERTIFICATES OF CAPITAL UNITS**, receipt of which is hereby acknowledged, the undersigned exchangers' trade, exchange, convey and deliver the following described personal property to the above named Trustees.


To wit: SEE ATTACHED SCHEDULE "A" (PART II)

WITNESS OUR HANDS THIS 24<sup>th</sup> day of July, 2017.

  
\_\_\_\_\_  
Michael L. Pontius, Exchanger

  
\_\_\_\_\_  
Jewel S. Pontius, Exchanger

Acknowledged as received by the Trustees:

  
\_\_\_\_\_  
Michael L. Pontius, TRUSTEE

  
\_\_\_\_\_  
Jewel S. Pontius, TRUSTEE

**MINUTES**  
**OF**  
**JMLP MANAGEMENT SERVICES**  
**Common-law Holding Trust 2040**

**(A MASSACHUSETTS TRUST)**

The Board of Trustees for JMLP MANAGEMENT SERVICES, Common-law Holding Trust 2040 approached Michael L. Pontius and Jewel S. Pontius, hereafter EXCHANGERS.

They offered to trade as consideration TEN (10) Units (Certificate of Capital Units) contained in the above named Massachusetts Holding Trust organization for real and/or personal property. A list of the property is being attached to Schedule "A" (Part II) of said Trust.

Upon consideration by all concerned, it was unanimously agreed to accept the proposed trade and the exchange was made.

Description of Property: See Schedule "A" (Part II) attached.

Date: 24<sup>th</sup> July . 2017

  
\_\_\_\_\_  
Michael L. Pontius, Trustee

  
\_\_\_\_\_  
Jewel S. Pontius, Trustee

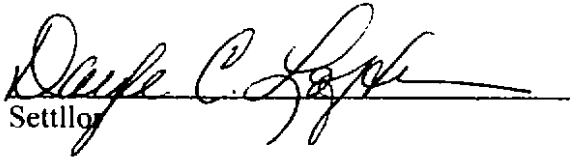
**CERTIFIED LIST OF BENEFICIARIES**

Name of Trust: JMLP MANAGEMENT SERVICES, Common-law Holding Trust 2040

<u>Name of Beneficiaries</u>	<u>Date</u>	<u>No. of Certificates (Units)</u>
Cynthia Kee	7/24/2017	33.34
Laura DuLong	7/24/2017	33.33
Jason Pontius	7/24/2017	33.33

---

Certified by:

  
Settlor

Title: Settlor

Dated: 7-24-2017

**SCHEDULE "A"**

**JMLP MANAGEMENT SERVICES  
Common-law Holding Trust 2040**

**(A MASSACHUSETTS HOLDING TRUST)**

**PERSONAL PROPERTY**

1. THE CASH SUM OF TEN (\$10.00) DOLLARS AND OTHER VALUABLE PAPERS TO BE KEPT WITH THE TRUST.
- 

The actual ten dollar bill is attached to this page in the original copy of this trust.

The serial number of the bill is MC 39179634 A

Dated: 24<sup>th</sup> July, 20 17

  
Initials of Trustees

**SCHEDULE "A" (PART II)**

**JMLP MANAGEMENT SERVICES**  
**Common-law Holding Trust 2040**

**(A MASSACHUSETTS HOLDING TRUST)**

**2017 White Gold Lincoln Continental**  
**VIN 1LN6L9SK3H5626818**

**The Exchangers are exchanging at the present time all their present and future equity in said property. Exchangers will evidence this exchange by executing a registration and insurance of said property to JMLP MANAGEMENT SERVICES, Common-law Holding Trust 2040.**

**Previous Owner**

**New Owner: JMLP MANAGEMENT SERVICES, Common-law Holding Trust 2040**

**Value: 10 Units; Certificates of Capital**  
**Units of indeterminate value.**

**SCHEDULE "B"**

**REGISTRY OF**

**CERTIFICATES OF CAPITAL UNITS**

**JMLP MANAGEMENT SERVICES**

**Common-law Holding Trust 2040**

**(A MASSACHUSETTS HOLDING TRUST)**

Date	Holder's Name	Quant.	Cert. No.	Trustee's Authorization
7/24/2017	Dayle C. Lofton	1	1	
7/24/2017	Michael L. Pontius	5	2	
7/24/2017	Jewel S. Pontius	5	3	

Dated: 24<sup>th</sup> July 2017

  
Initials of Trustees





**SCHEDULE "C"**

**JMLP MANAGEMENT SERVICES  
Common-law Holding Trust 2040**

**(A MASSACHUSETTS HOLDING TRUST)**

**SUCCESSOR TRUSTEES**

1. **Name** Cynthia Kee  
**Address** 260 Mystic Mountain Dr.  
Sparks, Nevada 89441
  
2. **Name** Laura DuLong  
**Address** 801 Gulf Drive South  
Bradenton Beach, Florida 34217
  
3. **Name** Jason Pontius  
**Address** 4567 Tara Cove Way  
West Palm Beach, Florida 33417

**Dated:** 24<sup>th</sup> July 2017

  
\_\_\_\_\_  
**Initials of Trustees**

**JMLP MANAGEMENT SERVICES**  
**Common-law Holding Trust 2040**  
(A MASSACHUSETTS TRUST)

NO. 1

1 UNIT(S)

**A TRUST ORGANIZATION**  
**UNDER THE LAWS OF THE TRUST**  
**SITUS**

Pursuant to a contract dated the 24<sup>th</sup> day of July, 2017, creating the above said company and in compliance with all the terms and conditions thereof:

Dayle C. Lofton

The holder of 1 unit is subject to the following terms and conditions:

1. The holder shall not be entitled to any share of distributions of profit;
2. In the event the Trustees elect not to renew the contract for the existence of the company at the end of a 25 year period or in the event of prior liquidation for any reason the holder shall be entitled to his proportionate share of the net liquidated assets of the company;
3. All Units are fully paid and non-assessable when issued and no liability for the company's actions shall inure to the holder;
4. The holder shall have no rights, powers, privileges or interest in or control over the assets or management of the Trust;
5. The units evidenced by this certificate shall be transferable in accordance with the endorsement on the reverse hereof in compliance with the terms and conditions of the aforesaid contract.

This certificate is signed and dated this 24<sup>th</sup> day of July, 2017,

By Michael J. Lofton, Title Trustee.

CERTIFICATE OF CAPITAL UNITS

**JMLP MANAGEMENT SERVICES**  
**Common-law Holding Trust 2040**  
(A MASSACHUSETTS TRUST)

NO. 2

5 UNIT(S)

**A TRUST ORGANIZATION**  
**UNDER THE LAWS OF THE TRUST**  
**SITUS**

Pursuant to a contract dated the 24<sup>th</sup> day of July, 2017, creating the above said company and in compliance with all the terms and conditions thereof:

Michael L. Pontius

The holder of 1 unit is subject to the following terms and conditions:

1. The holder shall not be entitled to any share of distributions of profit;
2. In the event the Trustees elect not to renew the contract for the existence of the company at the end of a 25 year period or in the event of prior liquidation for any reason the holder shall be entitled to his proportionate share of the net liquidated assets of the company;
3. All Units are fully paid and non-assessable when issued and no liability for the company's actions shall inure to the holder;
4. The holder shall have no rights, powers, privileges or interest in or control over the assets or management of the Trust;
5. The units evidenced by this certificate shall be transferable in accordance with the endorsement on the reverse hereof in compliance with the terms and conditions of the aforesaid contract.

This certificate is signed and dated this 24<sup>th</sup> day of July, 2017,

By Michael L. Pontius, Title Trustee.

**CERTIFICATE OF CAPITAL UNITS**

**JMLP MANAGEMENT SERVICES**  
**Common-law Holding Trust 2040**  
(A MASSACHUSETTS TRUST)

NO. 3

5 UNIT(S)

**A TRUST ORGANIZATION**  
**UNDER THE LAWS OF THE TRUST**  
**SITUS**

Pursuant to a contract dated the 24<sup>th</sup> day of July, 2017, creating the above said company and in compliance with all the terms and conditions thereof:

Jewel S. Pontius

The holder of 1 unit is subject to the following terms and conditions:

1. The holder shall not be entitled to any share of distributions of profit;
2. In the event the Trustees elect not to renew the contract for the existence of the company at the end of a 25 year period or in the event of prior liquidation for any reason the holder shall be entitled to his proportionate share of the net liquidated assets of the company;
3. All Units are fully paid and non-assessable when issued and no liability for the company's actions shall inure to the holder;
4. The holder shall have no rights, powers, privileges or interest in or control over the assets or management of the Trust;
5. The units evidenced by this certificate shall be transferable in accordance with the endorsement on the reverse hereof in compliance with the terms and conditions of the aforesaid contract.

**This certificate is signed and dated this 24<sup>th</sup> day of July, 2017,**

**BY Jewel S. Pontius, Title Trustee.**

**CERTIFICATE OF CAPITAL UNITS**

**JMLP MANAGEMENT SERVICES  
Common-law Holding Trust 2040  
(A MASSACHUSETTS TRUST)**

NO. 1

33.34 UNIT(S)

**A TRUST ORGANIZATION  
UNDER THE LAWS OF THE TRUST  
SITUS**

Pursuant to a contract dated the 24<sup>th</sup> day of July, 2017, creating the above said company and in compliance with all the terms and conditions thereof:

Cynthia Kee

The holder of 33.33 units is subject to the following terms and conditions:

1. The holder is exempt from debts or obligations of the Trust;
2. This Certificate does not confer any interest in or to the Trust assets, or in any management of control thereof;
3. This Certificate is non-transferable during the lifetime of the holder, and becomes null and void at the death of the holder. The Trustees shall re-issue same upon the holder's death, in accordance with the Trust instructions;
4. This Certificate is irrevocable except by the Death of the Beneficiary (holder);
5. Benefits of this Certificate are determined by the Trustees of this Trust.

This certificate is signed and dated this 24<sup>th</sup> day of July, 2017,

By Cynthia Kee Title Trustee.

**CERTIFICATE OF TRUST UNITS**

**JMLP MANAGEMENT SERVICES**  
**Common-law Holding Trust 2040**  
(A MASSACHUSETTS TRUST)

NO. 2

33.33 UNIT(S)

**A TRUST ORGANIZATION**  
**UNDER THE LAWS OF THE TRUST**  
**SITUS**

Pursuant to a contract dated the 24th day of July, 2017, creating the above said company and in compliance with all the terms and conditions thereof:

Laura DuLong

The holder of 33.33 units is subject to the following terms and conditions:

1. The holder is exempt from debts or obligations of the Trust;
2. This Certificate does not confer any interest in or to the Trust assets, or in any management of control thereof;
3. This Certificate is non-transferable during the lifetime of the holder, and becomes null and void at the death of the holder. The Trustee shall re-issue same upon the holder's death, in accordance with the Trust instructions;
4. This Certificate is irrevocable except by the Death of the Beneficiary (holder);
5. Benefits of this Certificate are determined by the Trustees of this Trust.

This certificate is signed and dated this 24th day of July, 2017,

By Mrs. A. J. DuLong, Title Trustee.

CERTIFICATE OF TRUST UNITS

**JMLP MANAGEMENT SERVICES**  
**Common-law Holding Trust 2040**  
(A MASSACHUSETTS TRUST)

NO. 3

33.33 UNIT(S)

**A TRUST ORGANIZATION**  
**UNDER THE LAWS OF THE TRUST**  
**SITUS**

Pursuant to a contract dated the 24<sup>th</sup> day of July, 2017, creating the above said company and in compliance with all the terms and conditions thereof:

Jason Pontius

The holder of 33.33 units is subject to the following terms and conditions:

1. The holder is exempt from debts or obligations of the Trust;
2. This Certificate does not confer any interest in or to the Trust assets, or in any management of control thereof;
3. This Certificate is non-transferable during the lifetime of the holder, and becomes null and void at the death of the holder. The Trustee shall re-issue same upon the holder's death, in accordance with the Trust instructions;
4. This Certificate is irrevocable except by the Death of the Beneficiary (holder);
5. Benefits of this Certificate are determined by the Trustees of this Trust.

**This certificate is signed and dated this 24<sup>th</sup> day of July, 2017,**

**By Michael J. Gorbis, Title Trustee.**

**CERTIFICATE OF TRUST UNITS**