

FILED
95-MAR-1 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
Corporate, Securities,
and Franchise Law

A Partnership including Professional Associations

126 East Jefferson Street, Suite 200
Orlando, Florida 32801
Facsimile: (407) 425-0032
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LARRY B. LOETIS, P.A.

Corporate, Securities,
and Franchise Law

D95000000004

1A CERTIFIED MAIL

RETURN RECEIPT NO.: Z 324 209 303

**Secretary of State
New Filings
P.O. Box 6327
Tallahassee, FL 32314**

700001418887
-03/02/95--01023--001
***350.00 ***350.00

Re: Garden Trust

Dear Sirs:

Enclosed for filing on behalf of the above-referenced trust is one original Declaration of Trust. Also enclosed is a check in the amount of \$350.00 for the filing fees.

In addition, enclosed is a duplicate copy of the Articles of Incorporation. Please date stamp the enclosed duplicate copy and return it to us in the stamped, self-addressed envelope provided.

Very Truly Yours,

LARRY B. LOFTIS, P.A.

Bv

Lori Gould/Legal Asst.

**LG/
Enclosures**

3/15

95 MAR - 1 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AFFIDAVIT OF CRESTON SWAIM

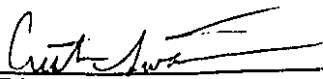
STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared CRESTON SWAIM, 895 Wymore Rd #413 Altamonte Springs FL 32714, referred to herein as Affiant, who, after being by me first duly sworn, deposes and says:

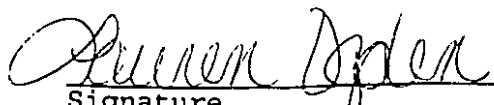
1. I am over the age of 18 and have personal knowledge of the facts stated herein.
2. The attached Declaration of Trust of Garden Trust is a true and correct copy.

FURTHER AFFIANT SAYETH NOT.



CRESTON SWAIM
Chairman of the Board of Trustees,
Garden Trust

SWORN AND SUBSCRIBED before me this 26 day of February, 1995, by Creston Swaim, who is personally known to me.



Signature
Lauren Ogden

(Print Name)
Notary Public, State of Florida
My Commission Expires:
My Commission No.:
(Affix Notarial Seal)



LAUREN OGDEN
My Commission CC329287
Expires Nov. 09, 1997
Bonded by HAI
800-422-1555

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 607.0501 or 617.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is: Trust ^{CL5} Garden Trust

2. The name and address of the registered agent and office is:

Creston Swaim
(Name)

895 Wymore Rd #943
(P.O. Box not acceptable)

Altamonte Springs FL 32714
(City/State/Zip)

^{CL5}
Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Creston Swaim
(Signature)

3/9/95
(Date)

DECLARATION OF TRUST
OF
GARDEN TRUST

95 JUN -1 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DECLARATION OF TRUST made as of April 1, 1994 by Creston Swaim of 895 Wymore Road #943, Altamonte Springs, Florida 32714 (the "Grantor").

1. Classification of Organization. This DECLARATION OF TRUST is intended to create a Common Law business trust, and not a partnership, joint stock association, or any other type of entity. The purpose of this Trust is for the operation of any and all lawful business, including, but not limited to, multilevel marketing, and constitutional research consulting. The addition of any other business activities, or the termination of any of the aforementioned business activities, shall not in any way affect the validity or ongoing viability of the Trust.

2. Transfer to Trustees.

A. The Grantor transfers to the Trustees all of its rights, title and interest in the property listed on Exhibit A attached hereto, and such other property as may be hereafter acquired by Garden Trust.

B. The initial Trustees are:

NAME

ADDRESS

Creston Swaim

895 Wymore Road #943
Altamonte Springs, Florida 32714

Larry B. Loftis

235 E. Amelia Street
Orlando, Florida 32801

3. The name and business address of this Trust shall be:

Garden Trust
895 Wymore Road #943
Altamonte Springs, Florida 32714

4. Shares of Beneficial Interest. Beneficial interest in the Trust shall consist of One Hundred (100) shares. The Trustees may sell, exchange or acquire shares for such sums as they consider proper. The Trustees shall issue certificates ("share certificates") to the purchasers of shares, in such form as the Trustees deem proper, evidencing the beneficial interests of the purchasers. The purchasers shall be the Beneficiaries of the Trust and shall be bound by the provisions of this Declaration of Trust. The shares shall entitle the Beneficiaries to participate in all dividends and other distributions of income or principal, as the Trustees in their discretions, from time to time, shall deem advisable. Each Beneficiary shall share in dividends or other distributions in the proportion which the number of shares owned by him bears to the total number of shares issued and outstanding. No Beneficiary shall have the right to ask for partition of the Trust Property during the continuance of this partition of the Trust Property during the continuance of this Trust. No Beneficiary shall have any interest in any portion of the Trust Property and shall have only an interest in dividends and other distributions. In the event of the loss or destruction of a share certificate, the Trustees may issue a new share certificate upon such conditions as they deem proper.

The initial Beneficiaries of this Trust are as follows:

<u>Name and Address</u>	<u>% Interest</u>
Creston Swaim	80%
Donald C. Swaim	5%
Children of Creston Swaim	15%

5. Transfer of Beneficial Interests. No holder of a beneficial interest shall transfer all or any 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 beneficiary provided the Trustees are reasonably satisfied of the validity of the instrument of transfer.

A beneficiary transferring his, her, or its interest in the Trust shall, within ten (10) days after such transfer, notify 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 Beneficial Interest" to the transferee if the transfer was approved by the Trustees as provided herein.

Any transferee of a beneficial interest in this Trust who receives such interest without the prior written approval of the Trustees for the such transfer shall

succeed to none of the rights of the transferor or beneficiary described herein other than the right to receive a distribution of Trust income and principal upon termination of the Trust.

6. Continuation of Trust. The death, insolvency, or incompetency of a Beneficiary, or the transfer of shares of beneficial interest, shall not terminate the Trust or entitle the legal representative of the Beneficiary, or the transferee, to any accounting or to any legal action against the Trust Property of Trustees. Upon the death, insolvency, or incompetency of a Beneficiary, his legal representative shall succeed as a Beneficiary and shall be bound by the provisions of this Declaration of Trust.

7. Personal Liability of Beneficiaries. The Beneficiaries shall not be made personally liable by any act or omission of the Trustees. All persons dealing with the Trustees, or with any agent of the Trustees, shall look only to the Trust Property for the Payment of any sum due as a result of their dealing. In every instrument executed by the Trustees and creating an obligation of any kind, the Trustees shall stipulate that neither they nor the Beneficiaries shall be held to any personal liability under the instrument.

8. Meetings of Beneficiaries. An annual meeting of Beneficiaries shall be held on the first Saturday in February in each year, or on the next non-holiday if specified day is a legal holiday. In addition, the Trustees may call special meetings of the Beneficiaries at such times as they consider advisable. The owners of one-half of the issued and outstanding shares of beneficial interest, or their proxies shall constitute a quorum for the purposes of any meeting and a majority of the shares represented and voting at the meeting shall control on any issue considered at the meeting, except as otherwise specifically provided herein.

9. Appointment, Meetings, and Duties of Trustees.

a. There shall be at least two (2), but not more than three (3) Trustees, each of whom shall serve for the entire term of the trust, unless his tenure is terminated by death, resignation or incapacity to serve. Each Trustee shall be reimbursed for all expenses incurred in Trust business. The death, resignation, or incapacity of a Trustee shall not terminate the Trust or in any way affect its continuity.

b. Upon the death, resignation or inability to serve of a Trustee, the surviving Trustee(s) shall continue to serve, and may appoint a successor Trustee to replace the departing Trustee.

c. The Trustees shall meet at such times and at such places as they deem advisable.

d. The Trustees shall hold, manage, control and invest the assets of the Trust in furtherance of the Trust purpose.

e. The Trustees shall keep accurate books and records of all transactions involving trust property using a cash basis accounting method. The Trustees shall also keep a register of all names, addresses and interests of Trust Beneficiaries.

f. The trustees shall keep books, records, this Declaration, and all Trust business in the strictest confidence.

10. Powers of Trustees. The Trustees shall have absolute and exclusive power and authority to manage the Trust Property and to conduct the Trust business, exercisable without the consent of the Beneficiaries, to the same extent as if the Trustees were the owners of the property and business, and limited only as specifically set forth in this Declaration of Trust. The concurrence of a majority of Trustees shall be necessary to the validity of any action taken by them. The Trustees' powers shall include, but shall not be limited to or by, the following:

a. to undertake or engage in any type of commercial, industrial or other business or venture;

b. to purchase or otherwise acquire real or personal property and to sell, exchange, mortgage, grant a security interest in, pledge, or in any manner deal with the Trust Property or any part thereof or any interest therein, upon such terms and for such consideration as they deem proper;

c. to incur indebtedness; borrow or lend money with or without security; execute, accept, discount, negotiate and deal in commercial paper and evidences of indebtedness; and execute any written instruments;

d. to prosecute and defend all action affecting the Trust, and to compromise or settle any suits, claims or demands, or waive or release any rights relating to the Trust;

e. to employ officers, agents, attorneys and employees; and

f. to adopt and enforce such by-laws, not inconsistent with this Declaration of Trust, as they may from time to time deem proper.

11. Liability of Trustees. The Trustees shall not be personally liable for any loss resulting from an act or omission of another, or for an action or omission of any person appointed by any of them to assist in the execution of the Trust. All persons dealing with the Trust: look only to the Trust Property for the payment of their

claims and every instrument 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.

12. 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 mission to act as a 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 no shareholder shall be personally liable to any extent.

13. Term. The Trust shall continue for a period of fifteen (15) years from the date hereof, except that it may be terminated at any earlier time by the Trustees, provided that at least fifty-one percent (51%) of the holders in value of the outstanding shares of beneficial interest or their proxies, assent to termination.

14. Amendment. This Declaration of Trust may be amended in any particular, except that no change may be made in the provisions governing the liability of the Trustees, or their agents, or of the Beneficiaries. The consent of the holders of fifty-one percent (51%) in value of the outstanding shares of beneficial interest shall be necessary to adopt any amendment.

15. Withdrawal of Beneficial Interest. No holder of a beneficial interest may withdraw all or any part of his, her or its beneficial interest from the Trust without the express unanimous approval of all then serving Trustees and the written approval of all then serving Trustees and the written approval of fifty-one percent (51%) in value of the outstanding shares of beneficial interest.

The withdrawal, if approved, of a beneficial interest shall be effected by the surrender of the Certificate of Beneficial Interest evidencing such withdrawn interest to the Trustees and by the payment by the Trustees to such withdrawing beneficial interest holder of the trust principal and current income allocated to the withdrawing interest.

16. Powers of Beneficiaries. In addition to those rights granted to beneficiaries under law or elsewhere in this document, all beneficiaries shall have the power and right to:

- a. inspect all books and records of the Trust;
- b. inspect all assets used in connection with the trust business.

17. Spendthrift Provision. No beneficiary shall have any right to alienate, encumber or hypothecate his interest in the Trust Estate, nor shall such interest be subject to claims of the beneficiary's creditors or be liable to attachment, execution or other process of law. The interest of each beneficiary shall be free from the control or

interference of any creditor of a beneficiary or any spouse of a beneficiary. This paragraph shall not be construed as restricting in any way the exercise of any powers of discretion.

18. Governing Law. This Agreement and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of Florida.


19. Termination. At the termination of this Trust, the Trust corpus and income shall be divided in proportion to the beneficial interests held by each Beneficiary.

As of the date aforementioned, the parties hereto have duly executed this Trust Declaration.

Grantor:


Creston Swaim

Trustees:


Creston Swaim



Larry B. Loftis

EXHIBIT A

All rights, title and interest in distributorship negotiable instruments from Kaire International, Inc., United Telephone Company, and an such other property hereafter acquired by Garden Trust, including distributorship rights with Kaire International, Inc.