

D97000000028

September 8, 1997

To: Secretary of State
Division of Corporations

From: Enterprise Management Trust

Re: Affidavit to the Secretary
of State to file or Qualify
Enterprise Management Trust

FILED STATE
DIVISION OF CORPORATIONS
97 SEP 11 PM 3:27

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-09/12/97--01078--005
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Enclosed please find check in the
amount of \$402.50 (\$350.00 filing fee plus
\$52.50 certification fee) for and on
behalf of Enterprise Management Trust.

Also enclosed is notarized affidavit
plus notarized copy of the Declaration
of Trust.

From 9/8/97 2177-9475-7
Robert Knox 361-878-6005
RTK Enterprises
475 NW Enterprise Drive Unit C
Port St. Lucie, FL 34986

by
9/12

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

ENTERPRISE MANAGEMENT TRUST

A FLORIDA 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 ENTERPRISE MANAGEMENT TRUST,

(Name of Trust)

a FLORIDA Trust hereby affirms in order to file or qualify

(State)

ENTERPRISE MANAGEMENT TRUST, in the State of Florida.

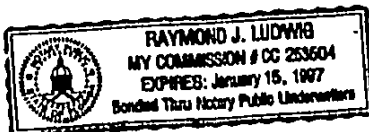
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 475 N.W. ENTERPRISE Dr.; Unit "C"
PORT ST. LUCIE, FLORIDA 34986
3. The registered agent and office in the State of Florida is:
KAREN TURNER Enterline
1010 GRANDVIEW BLVD, FT. PIERCE, FL 34982
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.

Karen Turner Enterline

(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.



Jacqueline M. Long

(Name)
Chairman of the Board of Trustees

NOTARY JAN 15 1997

Raymond J. Ludwig

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SECRETARY OF CORPORATIONS
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DECLARATION OF TRUST

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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AGREEMENT AND DECLARATION OF TRUST made January 1, 1997 between Jacqueline Mary Knox, 721 Huckleberry Lane, Village of North Palm Beach, County of Palm Beach State of Florida and Karen Turner Enterline, 1010 Grandview Street, City of Ft. Pierce, County of Martin, State of Florida, herein referred to as trustees, for the purpose of enabling the trustees to hold and manage the trust estate and to carry on business as provided below in this declaration.

TRUSTEES declare that all property now held or acquired after the effective date of this declaration by them or either of them or their successors, as trustees, and all income and profits from such property, shall be by them managed, administered, received, collected, disposed of, and distributed for the benefit of such persons as may from time to time be owners of certificates of shares evidencing beneficial interests in this trust estate, in the manner and subject to the terms and conditions set forth in this instrument and any amendments to this instrument.

THE property now held by trustees subject to the terms of this trust consists of the following:

NONE

1. CHARACTER OF THE ORGANIZATION.

It is hereby expressly declared that there is created a trust, the type commonly termed a business trust, and not a partnership, a corporation, or a joint-stock association.

2. NAME AND LOCATION

A. Trustees may be collectively designated as ENTERPRISE MANAGEMENT TRUST, in which name they make and execute contracts and all kinds of instruments, conduct business, acquire, and convey real or personal or tangible or intangible property, and sue and be sued.

B. The principal office of the trust shall be at 420 US Highway One, Suite 15 in the Village of North Palm Beach, State of Florida, unless and until it is changed by trustees.

3. CAPITAL STOCK AND SHARES

A. The beneficial interest in the trust shall be divided into one hundred (100) shares without par value.

B. Trustees may sell or exchange such shares to such persons, for such sums or other consideration, and on such terms, as they may deem expedient.

C. Trustees shall issue or cause to be issued to subscribers for or purchasers of such shares, certificates in such form as trustees deem proper, evidencing the beneficial interests of such share owners.

D. The certificates shall be personal property and shall entitle owners of such certificates to participate in all dividends and other distributions of income or principal in the proportion which the number of shares of each owner bears to the total number of shares issued and outstanding.

E. Any trustee of the trust may acquire, hold, and dispose of shares in the trust to the same extent and in the same manner as if he or she were not a trustee and without affecting in any way his or her status or power as such.

4. TRANSFER OF SHARES

A. The shares of the trust shall be transferable by an appropriate instrument in writing and by the surrender to trustees or to the person designated therefor by Them, but no transfer shall be of any effect as against trustees until it has been recorded upon the books of trustees kept for that purpose. On the transfer and surrender, and recording in the trust books, a new certificate shall be issued to the transferee. In case of a transfer of only a part of the shares evidenced by a certificate, a new certificate for the residue shall be issued to the transferor.

B. The person in whose name shares stand on the books of the trust shall be deemed to be and treated as the absolute owner of such shares for all purposes of this instrument, and until the existing certificate is surrendered and transfer is recorded as required above, trustees shall not be affected by any notice, actual or constructive, of any transfer.

C. Any person becoming entitled to become a shareholder in the trust as a result of the death or bankruptcy of any shareholder, or in any way other than by transfer in accordance with the above provisions of this section, may receive a new certificate for the share and be recorded on the books of the trust as the owner of such share, upon the production of the proper evidence of his or her entitlement to such share and the delivery of the existing certificate to trustees of any person designated by them. Until such evidence is produced and the existing certificate is surrendered, trustees shall not be affected by any notice of the change in title.

5. LOSS OR DESTRUCTION OF CERTIFICATE

In case of the loss or destruction of a certificate of shares, a new one may be issued in its place, on such conditions as trustees may deem necessary and proper.

6. EFFECT OF DEATH OF SHAREHOLDER OR TRANSFER OF SHARES

A. The death, insolvency, or incapacity of one or more of the shareholders, or the transfer of shares, shall not operate to terminate or dissolve the trust or affect its continuity in any way, nor shall such event entitle any legal representative or other person to dissolve the trust or to partition the trust property or to demand an accounting.

B. In the event of the death of a shareholder, or a transfer of shares, the transferees, heirs, legatees, or legal representatives of the decedent or transferor shall succeed to his or her rights.

7. INSPECTION OF STOCK BOOKS

The stock books of the trust, showing the ownership of all shares of the trust and recording all transfers of such shares, shall be subject to inspection by any shareholder or his or her attorney or agent at all reasonable times, under such reasonable conditions as the trustees may prescribe

8. DIVIDENDS

Trustees may, from time to time, declare and pay out of the net earnings received by them such dividends as they, in their discretion, deem proper and advisable.

9. RIGHTS OF SHAREHOLDERS

A. The rights of shareholders and of transferees and other persons becoming entitled to shares of the trust shall be subject to all the terms and conditions of this declaration of trust.

B. The shares of the trust shall be personal property, and the ownership of such shares shall not give any person any legal or equitable title in or to the trust property or any part of such property, but shall only entitle the owners of shares to their proportionate shares of dividends and distributions as provided above.

C. No shareholder shall have any rights to manage or control the property, affairs, or business of the trust, or any power to control trustees in these respects.

D. No shareholder shall have any right to a partition of the trust property or to an accounting during the continuance of the trust.

10. LIABILITIES OF SHAREHOLDERS

A. Shareholders shall not be liable for any assessment, and trustees shall have no power to bind the shareholders personally.

B. All persons dealing with or having any claim against trustees or any officer or agent of the trust shall look only to the funds and property of the trust for the payment of any debt, claim, damage, judgment, or decree, or of any money or thing that may become due or payable in any way, whether founded on contract or tort, and the shareholders shall not be personally or individually liable for any such debt, claim, damage, judgment, or decree.

C. No amendment shall ever be made to this declaration of trust increasing or enlarging the liability of shareholders, without the written consent of all the shareholders.

D. In every written order, contract, instrument, or obligation given or executed by trustees or under their authority, it shall be the duty of trustees to insert or cause to be inserted a stipulation to the effect that the shareholders shall not be liable to any debt, demand, or liability incurred by or under the authority of trustees, and reference shall be made to this declaration of trust. The letterheads and other stationary used in transactions or correspondence with outsiders shall contain a brief notice to the same effect. However, no failure of trustees or of the officers or agents of the trust in this regard shall have the effect of rendering any shareholder personally liable.

11. SHAREHOLDERS' MEETINGS; ELECTIONS

A. The shareholders shall meet at the principal office of the trust on January 2, and shall hold meetings at such office on the second (2) day of January each year thereafter, for the purpose of electing trustees and exercising and discharging any other powers or duties vested in them by this instrument.

B. Trustees may call special meetings of shareholders at any time.

C. Trustees shall notify all shareholders of the time and place of all meetings of shareholders, whether regular or special, and, in the case of special meetings, shall also give notice to all shareholders of the general purpose of the meeting and the nature of the business to be considered at such meeting, and such special meetings shall be limited to the business thus specified in the call, unless the owners of at least at least one hundred percent (100%) of all outstanding shares consent in writing to consideration of other matters.

D. Notice mailed to a shareholder directed to him or her at the address shown on the books of the trust shall be deemed sufficient for the provisions of this section and for all other purposes unless written notice of change of address is given to trustees..

E. At all meetings of shareholders, the president named by trustees, or such other person as may be designated by trustees, shall preside. Each share shall be entitled to one vote, and shareholders may vote by proxy. The owners of one hundred percent (100%) of the issued and outstanding shares, or their proxies, shall constitute a quorum for the purposes of any meeting. In the election of trustees, and on other matters except where it is otherwise provided in this instrument, a majority of the shares represented and voting at the meeting shall control.

12. NUMBER, ELECTION, AND TENURE OF TRUSTEES

A. There shall be two (2) trustees. The above-named persons are hereby designated as trustees of this trust, and they and their successors shall hold for a term of one (1) year and until their successors are elected and qualify.

B. The death, incapacity, resignation, or removal of any or all of the trustees shall not terminate the trust or in any way affect its continuity.

C. Any vacancy among the trustees occurring during a term of office shall be filled by the remaining trustees for the unexpired portion of such term.

D. Every year following the date of this instrument, trustees shall be elected by the shareholders at meetings held and conducted as provided above.

13. RESIGNATION OF TRUSTEES

A. Any trustee may be removed during his or her term at any regular meeting of trustees or at any meeting specifically called by any trustee for that purpose, by a majority of all trustees for any cause by them deemed sufficient.

B. Written notification of any special meeting called for the purpose of considering the removal of any trustee shall be given or mailed to each trustee at least thirty (30) days prior to such meeting, but no such notification shall be necessary in the case of a regular meeting of trustees.

14. MEETINGS OF TRUSTEES; MANNER OF FUNCTIONING

A. Regular meetings of trustees shall be held at the principal office of the trustee at least once a month, at such times as they may from time to time fix, and they may hold meetings at any time for the transaction of any business upon the call of any trustee. The president or, in his or her absence, any other person as trustees may designate, shall preside at such meetings.

B. No informality or defect in the manner of calling or holding meetings, and no failure to call or hold such meeting, shall affect the validity of any action taken by a majority of all trustees.

C. A majority of trustees shall constitute a quorum; and the concurrence of all trustees shall not be necessary to the validity of any action taken by them, but the decision or action of a majority of trustees present and voting any meeting shall be conclusive and binding as the act and decision of the trustees as a body.

D. Trustees may delegate to any one or more of their number the exercise of any power or the performance of any duty that trustees as a body might exercise or perform.

15. REPORTS BY TRUSTEES

Trustees shall annually make a written report of their operations during the preceding fiscal year, showing their receipts, disbursements, and earnings, and the assets and condition of the trust estate. Such report shall be kept on file at the principal office of the trust at all times, and shall be subject to inspection by any shareholder or his or her attorney or agent at any reasonable time, and a copy or summary of such report shall be furnished to any shareholder upon written request.

16. OFFICERS AND AGENTS

A. Trustees shall appoint from among their number a president and a treasurer, and shall appoint from among their number or otherwise a secretary, and such officers shall have such authority and shall perform such duties as trustees shall prescribe and such as are usually incident to those offices in the case of corporations, so far as applicable and in the absence of the adoption of contrary provisions by trustees.

B. The terms of all officers shall be fixed by trustees, and trustees may at any time, with or without cause, remove or discharge any such officer or any agent or employee, provided, that the removal of an officer shall not affect his or her status as trustee.

17. COMPENSATION OF TRUSTEES

Trustees shall receive such compensation, regular or special, as they shall deem reasonable and proper. They shall fix the compensation, if any, of all officers and agents appointed by them.

18. GENERAL POWERS AND FUNCTION OF TRUSTEES

A. Trustees shall hold the legal title to all property at any time belonging to the trust, and shall have absolute and exclusive control, management, and disposition of such property, and absolute and exclusive power and control over the management and conduct of the businesses and affairs of the trust, free from any power of control on the part of the shareholders.

B. Trustees may hold, manage, deal with, and dispose of the property and business of the trust in the same manner as if they were the absolute owners of such property, subject only to the specific limitations placed on their powers by this instrument.

C. The enumeration of powers contained in this section shall not be construed as limiting in any way the general powers hereby conferred on trustees. They shall have all powers necessary, convenient, or appropriate to the purposes and ends of this trust, and are authorized to take any action that they may deem proper to carry out such purposes.

D. Trustees shall have the powers, among others, to purchase or otherwise acquire property, and to sell, exchange, lease, mortgage, pledge, or in any manner dispose, encumber, improve, or deal with the property of the trust, or any part of such property, on such terms and for such consideration and purposes as they deem proper.

E. Trustees may engage in business, manufacture, and deal in goods, wares, and merchandise, incur indebtedness, borrow or loan money with or without security, enter in contracts of all kinds, execute, accept, discount, negotiate, and deal in commercial paper and evidences of indebtedness, execute conveyances, deeds of trust, leases, and any other instrument in writing; they may invest and reinvest the trust funds; they may compromise or settle any suits, claims or demands, or waive or release any rights, relating to the trust estate or business; they may appoint and employ officers, agents, and attorneys.

F. Trustees may sue and be sued and prosecute and defend any and all actions affecting the trust or its business or property, either in the name of the trust or in their own names.

G. Trustees may adopt and enforce such bylaws or rules and regulations, not inconsistent with the provisions of this instrument, as they may from time to time deem expedient; they may adopt and use a common seal; they may vote in person or by proxy any stock belonging to the trust estate, and receive the dividends on such stock.

19. APPLICATION OF TRUST FUNDS

A. Any act or thing done by trustees, or by the officers or agents of the trust under authority from trustees, shall, as to strangers dealing with such trustees, officers, or agents, be conclusively deemed to be within the purposes of this trust and within the powers of the trustees.

B. No person dealing with trustees or any of them, or with any officer or agent of the trust, shall be bound to see to the application by the trustees of any funds or property passing into their hands or control.

20. LIABILITY OF TRUSTEES

A. No trustee shall be liable for any act or omission whatsoever of any other trustee or of any officer, agent, or employee of the trust.

B. No trustee shall be liable for any negligence or error in judgement, or for any act or omission, except for his or her own willful breach of trust.

C. No trustee shall be required to give any bond or surety to secure the performance of the trust.

D. Every act or thing done or omitted, and every power exercised or obligation incurred by trustees or any of them in the administration of the trust or in connection with any business, property, or concern of the trust, whether ostensibly in their own names or in their trust capacity, shall be done, omitted, exercised, or incurred by them as trustees and not as individuals.

E. Every person contracting or dealing with trustees or having any debt, claim or judgement against them or any of them shall look only to the funds and property of the trust for payment or satisfaction. No trustee, officer, or agent of the trust shall ever be personally liable for or on account of any contract, debt, tort, claim, damage, judgement, or decree arising out of, or preservation of, the trust estate or the conduct of any business of the trust. A stipulation or notice to this effect may be inserted in any contract, order or other instrument made by trustees or their officers or agents, and on stationary used by them, but the omission of such stipulation or notice shall not be construed as a waiver of the above-stated provision, and shall not render trustees, officers, or agents personally liable.

21. REIMBURSEMENT AND INDEMNIFICATION OF TRUSTEES

Each trustee shall be indemnified by and reimbursed from the trust estate for any personal liability, loss, or damage incurred or suffered by him or her, including liability, loss or damage resulting from torts, in the administration of the trust estate or in conducting any business or performing any act authorized or permitted by this declaration of trust or any amendment to this declaration, except such as may arise

from his or her own willful breach of trust,; but such indemnity or reimbursement shall be limited to the trust estate, and no shareholder shall be personally or individually liable for such indemnity or reimbursement to any extent.

22. AMENDMENT

This declaration of trust may be amended in any particular, except as regards the the liability of shareholders, by trustees, but only with the consent of the owners of one hundred percent (100%) of the shares, or their proxies, voting at a meeting called for that purpose pursuant to notice given as provided in this instrument and specifying the purpose of the meeting and nature of the proposed amendment.

23. DURATION AND TERMINATION

A. This trust shall continue for a period of fifteen (15) years from the date of this instrument, unless sooner terminated.

B. Trustees may terminate and dissolve this trust at any time, but only with the assent of the owners of one hundred percent (100%) of the shares, or their proxies, voting at a meeting called for that purpose pursuant to notice given as provided in this instrument and specifying their purpose of the meeting.

C. On the termination of this trust by any cause, trustees shall liquidate the trust estate, wind up its affairs, and dispose of its property and assets at public or private sales, and, after discharging all legal obligations of the trust, shall distribute the proceeds among the shareholders in proportion to their interests, and for these purposes shall continue to act until such duties have been fully performed.

24. GOVERNING LAW

This instrument and the trust shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

25. ACKNOWLEDGMENTS

In Witness whereof, the parties have executed this declaration of trust at North Palm Beach, Florida the day and year first above written.

26. ACCEPTANCE BY TRUSTEE

The undersigned hereby accepts the trusts imposed by the foregoing TRUST AGREEMENT and agrees to serve as TRUSTEE upon the terms and conditions therein set forth.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Jacqueline M. Knox

TRUSTEE

Karen Turner Enterline

TRUSTEE

Benny A. Allen

WITNESS

6241 Pompano St.

ADDRESS

Palom Bch Ccpld, FL 33418

CITY, STATE

WITNESS *Brenda L. White*

ADDRESS *3320 Sunrise Blvd.*

CITY, STATE

Ft Pierce, FL 34982

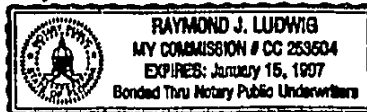
STATE OF

COUNTY OF

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jacqueline Mary Knox and Karen Turner Enterline, who are the persons described in and who executed the foregoing instrument as Trustees, and they acknowledged before me that they executed the same for the purposes therein expressed.

Witness my hand and official seal in the County and State last aforesaid this first day of January, 1997.

Raymond J. Ludwig
(SEAL)



Notary Public
State of Florida
My Commission Expires: