

D99000000023

Specialty Services

2024 Attaway Dr.
Brandon, FL 33511
(813) 655-7220

400002957464--3
-08/11/99--01086--001
****350.00 ****350.00

To whom it may concern,

I, Gregory A. Wilson, declare that the enclosed trust declaration for Specialty Services is a true and correct copy. I hereby accept the designation as the registered agent of this trust.
The following is a list of trustees for Specialty Services:

James Townsend
Patricia Vaughn.

1601 S. Tollgate Rd.
Bel Air, Md. 21015
(410) 569-7204

Sincerely,

Gregory A. Wilson

Gregory A. Wilson

Certificate of Acknowledgment of Notary Public

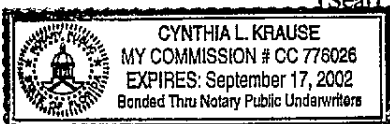
State of Florida)

County of Hillsborough)

On this 10th day of August, A.D. 1999, appeared before me, Gregory A. Wilson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed in this instrument, and acknowledged that he executed it.

Cynthia L. Krause W#2538165286
Notary Public. *Krause* FLA#

(Seal)



99 AUG 24 AM 9:16
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AUG 24 1999



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

August 23, 1999

GREGORY A WILSON
SPECIALTY SERVICES
2024 ATTAWAY DR
BRANDON, FL 33511

SUBJECT: SPECIALTY SERVICES TRUST
Ref. Number: W99000019398

We have received your document and check totaling \$350.00. However, we cannot file your Declaration of Trust until we receive a copy of the entire trust as we discussed in our telephone conversation last week.

I will be out of the office from August 26 through September 6, so please send the copy to the attention of Bobbie Cox, Sr. Section Administrator.

What we have will be held in my pending file until we receive your copy.

If you have any further questions concerning your document, please call (850) 487-6919.

Beth Register
Corporate Specialist Supervisor

Letter Number: 699A00042105

Specialty Services

2024 Attaway Dr.
Brandon, FL 33511
(813) 655-7220

FILED

99 AUG 24 AM 9:16

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To whom it may concern,

I, Gregory A. Wilson, declare that the enclosed trust declaration for Specialty Services is a true and correct copy. I hereby accept the designation as the registered agent of this trust.

The following is a list of trustees for Specialty Services:

James Townsend
Patricia Vaughn.

1601 S. Tollgate Rd.
Bel Air, Md. 21015
(410) 569-7204

Sincerely,



Gregory A. Wilson

Certificate of Acknowledgment of Notary Public

State of Florida)

County of Hillsborough)

On this 10th day of August, A.D. 1999, appeared before me, Gregory A. Wilson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed in this instrument, and acknowledged that he executed it.

Cynthia W42528165286-0
Notary Public. Krause FLA#

(Seal)



Declaration of Trust
Specialty Installation Trust
(Contract Business Trust - Non-Grantor U.B.O.)



FILED
99 AUG 24 AM 9:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Gregory Arthur Wilson, Investor
8220 Greenlawn Road
Parma, Ohio 44129
Linda Cornell and James Townsend Trustees
FEIN: 34-7067120

Article 1
A Business Trust Contract

- 1.1 On 1/15/98, a contract was entered into between the Investor and Trustees hereof, by which the Trustees did agree to accept title to certain property in Trust from the Investors, as trustees in trust and in fee simple, and to be bound to a fiduciary obligation to manage the business of this Trust.

1.2 Purpose and Intent of this Business Trust Contract

This Business Trust Contract is to establish a distinct legal entity and is not intended as a partnership nor corporation. Its business purpose is diversification of business activities and business assets for planned constructive growth. This Business Trust is not organized as an association-type entity since it retains title to its assets in "Fee Simple" with all legal and equitable title and interests owned by the trust.

FILED

99 AUG 24 AM 9:15

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Article II
This Trust Shall be Known As

2.1 Specialty Installation Trust

Article III
Domicile of the Trust

- 3.1 The present domicile of this Trust is set forth below and this Trust shall be construed under the common law of that jurisdiction.

8220 Greenlawn Road
Parma, Ohio 44129

- 3.2 The Board of Trustees shall have the power to remove the domicile to any other place which shall be deemed by the Trustees to be prudent, wise, necessary, appropriate or desirable; and in that event, this Trust shall be construed under the common law of that new jurisdiction.

Article IV
Classification of this Trust

- 4.1 This Trust was declared by the Investor and has been accepted by the Trustees as a pure, inter vivos (living) Business Trust Contract. It is also stipulated that this trust shall have limited liability vested in the trustees, except in those states where limited liability is construed to make the entity an association under its laws of incorporation. It will not have centralized management, continuity of life nor free transferability of units. Therefore, it adheres to the principles of an Unincorporated Business Organization.
- 4.2 It is declared that this trust shall have no incidents of equity nor seek the jurisdiction of a court of equity, but shall solely depend on common law and contract rights. All Investors, Trustees and Certificate Holders agree to accept the jurisdiction of common law courts and their interpretation of contract law and shall not seek the protection or jurisdiction of equity courts or laws.

Article V

Term of this Trust

- 5.1 This Business Trust Contract shall be established for an initial term of twenty-one (21) years from the effective Declaration date. However, the Trustees shall be and hereby are empowered by unanimous decision to terminate it at an earlier date or to renew its operation for additional terms, each not to exceed twenty-one (21) years in duration.
- 5.2 This trust shall be dissolved by the death, insanity, bankruptcy, retirement, resignation, or expulsion of any Investor. A vote to continue this trust shall be required within a reasonable time after such event by the acting trustees. Section 5.1 shall not frustrate the constraints of this required dissolution and required vote of continuation.

Article VI

Declaration of Authority

- 6.1 This Business Trust Contract shall be administered in accordance with the terms of this Declaration and Terms and Agreement herein set forth and with the Trustees holding full legal and equitable title to the Trust assets in joint tenancy and not as tenants in common.
- 6.2 The provisions of this Business Trust Contract instrument, together with the resolutions and Minutes of the Trustees which shall have been ratified by majority vote of the board of Trustees and recorded in the Minute Book, shall constitute the authority for operation of this Trust. The authority herein established is possessed by the Board of Trustees of this Trust alone, thereby eliminating the need for the Courts to determine any question of conscientious dealing of these persons.
- 6.3 The Board of Trustees shall have all the powers necessary to carry into effect the purposes of this Trust and shall have the authority to take any action approved by the majority of its members to carry out its purpose; provided, however, that those purposes and actions shall not be inconsistent with other provisions herein set forth.
- 6.4 Any determination of purpose of this Business Trust Contract made in good faith by the majority of the Board of Trustees shall be conclusive. In construing the purposes of this Trust indenture, declaration and of the Trust Minutes, the presumption shall be in favor of the grant of powers to the Trustees.

- 6.5 The Board of Trustees, with the approval of the majority of its members, is authorized to conduct the business of this Trust, to buy and sell assets, to invest the funds of this Trust in all types of investments such as stocks, bonds, mutual funds, options, etc., and to execute contracts and instruments of all kinds on behalf of this Trust in accordance with the powers set forth herein and not otherwise.

Article VII

Assignment of Duties to the Trustees

- 7.1 That by signing and acknowledging this Agreement, the herein appointed Trustees accept and will perform all of the duties incumbent on them as Trustees of this Trust. Whenever new or successor Trustees are elected or appointed, the property of this Business Trust Contract shall be vested in them as Trustees in trust and in fee simple without the need for any further act or conveyance.
- 7.2 The Investor has transferred and alienated to the Trustees of this Trust the necessary deeds conveying legal and equitable title, waiving all rights, including homestead and community property, and other documents as may be required to transfer and convey all rights, title, and interest in and to any stocks, bonds, mortgages, notes, receivables, insurance policies and annuities, bank accounts, and personal property which the Investor shall grant as irrevocable transfers to the Trust hereby created and which said Trustees shall hold in trust, in fee simple.
- 7.3 That every person who transfers property to this Business Trust Contract in exchange for Certificates shall be designated an Investor. In equal exchange for the conveyance described hereof, and accepted as valuable consideration, the Trustees shall issue to each of the Investors, Certificates evidencing the number of shares which they shall receive.
- 7.4 That all of the Certificates issued hereunder shall be transferable only in accordance with Article VIII and Article X of this indenture, and any specifications in the minutes.
- 7.5 That the Trustees shall maintain a register of all Certificates issued and may transfer them as requested by the registered Certificate holders.
- 7.6 That the Trustees shall be authorized to issue new Certificates to new Certificate Holders, but shall not issue other Certificates except as provided in these indentures.

- 7.7 That all Trustees, as a condition of their appointment to the Board of Trustees of this Trust, shall accept control over the Trust Assets of this Trust and by their signatures to this document, or to a later Minute of the Board of Trustees authorizing their appointment, signify that they agree to perform the duties herein set forth and that they pledge their best efforts and interest to managing, preserving, and protecting the assets of this Trust for the benefit of the Certificate Holders of this Business Contract Trust.
- 7.8 That the Trustees shall meet from time to time to enact Minutes by majority vote which, when entered into the records of this Trust, shall constitute the authority and official guide for the acts of the Trustees in executing their duties under this Trust. Such Minutes shall conform to the guidelines and mandates set forth in this indenture and shall be binding on all the parties to this Trust.
- 7.9 Except as otherwise expressly provided in this indenture, the acts of a majority of the Trustees shall be and will constitute an exercise of the Trust powers and discretion conferred upon the Trustees collectively.
- 7.10 That the Trustees of this Trust shall elect any one of their numbers or any other duly qualified person to serve as President, Secretary and Treasurer. These offices may also be combined as the Trustees shall decide. The Trustees may elect one of their number or some other duly qualified person as Manager, who shall oversee the active or passive income of the Trust, its assets, and its day to day operation.
- 7.11 That no decision of the Trustees for any disbursement of funds shall be effective nor binding unless it is supported and passed by a majority of the Board of Trustees, and properly entered as a Minute in the permanent record of the said Board. However, the Trustees may confer upon the Trust Manager certain limited powers to make day to day decisions and necessary disbursements to be subjected to subsequent review and formal approval of the Board of Trustees.
- 7.12 That it shall be the duty of the Trustees of this Trust to manage the Trust property in a manner which the said Trustees shall believe to be most desirable and beneficial to the Trust business. In so doing the Trustees of this Trust are authorized to perform any act which would be legal and proper for an individual, subject to the restrictions of applicable law and provisions contained in this indenture. Further, that the Trustees shall, by duly recorded Minutes, adopt their own rules and regulations to guide them in carrying out their duties as Trustees of this Trust.
- 7.13 The Trustees may from time to time fix compensation of: investment counsel, accountants, investigators, legal counsel, other agents and employees and may

from time to time prescribe the powers and duties of such persons, and may delegate to any such person the execution and administration of any acts of the Trustees, and may fix and pay to such persons out of the Trust Income or corpus such compensation as they may deem just and reasonable.

- 7.14 That if one or more of the Trustees act in bad faith or in violation of this indenture or in a manner inimical to this Trust, the offending Trustee or Trustees shall be removed by resignation on an action brought by any non-offending Trustee of this Trust.
- 7.15 That any Trustee may resign at his own discretion. In the event that any Trustee dies, is removed or resigns, the remaining members of the Board of Trustees shall, by unanimous vote, appoint or elect a qualified replacement who shall have agreed to serve in such capacity. The replacement Trustee shall be selected from a list of Successor Trustees determined, maintained and approved in the Minutes by the Board of Trustees.
- 7.16 That the Trustees shall by Minute duly enter into the record of the Trust, designation of one or more Successor Trustees who shall serve in their stead in the event that any of the Trustees shall die, become incapacitated or resign. The designation of Successor Trustees shall from time to time be reviewed by the Trustees and maintained in current, good order.
- 7.17 That if all of the Trustees and Contingent Trustees should become permanently incapacitated, without otherwise being replaced, a Court of Competent Jurisdiction shall on application of any Certificate Holder of this Trust, appoint one or more Trustees as replacement. In selecting such replacement(s), the court shall first seek the advice of the then living Investor(s) and secondly the advice of the Certificate Holders if no Investor is alive.
- 7.18 That the Trustees of this Trust shall be empowered, by unanimous decision of the Board of Trustees recorded in the Minutes, to increase, reduce, or change the composition of the Board by adding or removing member Trustees.
- 7.19 The Trustees or their designee(s) may open and maintain bank accounts in the name of the business in which the funds of the business may be deposited in such amounts as the Trustees shall determine. Withdrawals from said accounts may be made upon such signature or signatures as said Trustees may prescribe by written instrument authorized by all of said Trustees and filed with the respective banks. Any bank in which any such funds shall be deposited shall not be bound to inquire into the nature, reason, or ultimate disposition of any withdrawal made from such bank account. The Trustees may place all or any of the securities or other instruments at any time

constituting a part of the Trust corpus in custodian or safekeeping accounts with one or more banking institutions selected by them.

- 7.20 No person paying money or other item of value to the Trustees shall be liable for the application, nor be answerable for the misapplication, of same; nor shall any purchaser of any property from the Trustee be bound to ascertain or inquire into the necessity or propriety of any sale.
- 7.21 No Trustee shall be answerable for any act, receipt, neglect nor default of any other Trustee, nor shall any Trustee be liable for any error of judgment nor for any act done nor any step taken nor omitted upon the advice of counsel, nor for any mistake of fact or of law, but each Trustee shall be liable only for his own bad faith or dishonesty.
- 7.22 That the Trustees shall not be held liable for any and all claims, demands, judgments, damages and losses, including legal fees; to the Investor, Trustees, nor to any and all Trust Certificate Holders, to the Trust itself, or to any third parties in any way arising out of the performance of Trustee duties and services as Trustees of this Trust.
- 7.23 That the Investor, the Trust and/or its Certificate Holders hereby jointly and severally agree to indemnify, defend, and hold Trustees harmless from any and all claims, demands, judgments, damages and losses, including legal fees, in any way arising out of the performance of Trustee duties and services as Trustees of this Trust.
- 7.24 That in the event of, and only in such event, a Court of Competent Jurisdiction determines that the offending Trustee or Trustees were guilty of intentional fraud, the Trustee or Trustees shall be deemed liable, and shall reimburse the Trust for any associated expenses incurred as a result of the indemnification specified in 7.22 and 7.23.
- 7.25 No bond nor other security shall be required of any Trustee at any time serving as such hereunder.
- 7.26 That the Trustees shall, by Minute, properly inscribe in the official record, make provision as to the time and place for holding regular meetings of the Board of Trustees. A majority of the Trustees shall constitute a quorum of the Board of Trustees for the conducting of its business at any regular or special meeting; but no decision shall become effective nor binding unless a majority of all current Trustees vote to support it. An emergency meeting of the Board of Trustees shall be called upon written request of the majority of the Trustees and shall take place at the time and place specified in such written request.

- 7.27 That the Trustees shall maintain well kept books, accounts and records, and shall preserve proper Minutes of all regular meetings and record all decisions therein relative to the Trust. All such records shall thereafter be permanently available to current and successor Trustees. Proper receipts for expenses and reimbursements must be available and retained by the keeper of the books.
- 7.28 The Trustees shall make and preserve accurate and complete records of all investments, reinvestments, purchases, sales, exchanges, receipts and disbursements, all claims and debts to income and corpus and of all income and yield from each item of corpus. All such records shall be in accordance with accepted accounting practices. The Trustees at their discretion may cause an annual audit to be made by independent auditors of good standing of all or any of the affairs of the business. Each auditor's report, as well as the records of the business, shall be open at all reasonable time for examination by any Trustee.
- 7.29 The Trustees may make, execute and deliver any and all receipts, bills of sale, conveyances, assignments, transfers, proxies, powers of attorney, agreements or other instruments of writing as they shall deem advisable in the management and operation of the Trust corpus or which they may deem necessary or appropriate in the exercise of the powers herein conferred upon them. The Trustees may lend the credit of the Trust funds, and on behalf of the Trust funds endorse or guarantee obligations of others in aid of any of the general purposes of the business.
- 7.30 That the Trustees are authorized by majority vote of the Board to disburse to the Certificate Holders all or any part of the current Income of this Trust. Distributable Net Income (DNI) shall occur only after taxes and expenses are accounted for in accordance with acceptable accounting practices. Whenever disbursements shall be made under this provision, it shall always be made to the Certificate Holder(s) and in direct ratio to the number of Certificates (Shares) then held by each of them.
- 7.31 That the Trustees are authorized by unanimous vote of the Board to make distributions in excess of five percent (5%) per annum from the then existing Corpus of this Trust. Whenever such disbursements shall be made under these provisions, it shall always be made to the Certificate Holders and in direct ratio to the number of Certificates (Shares) then held by each of them.
- 7.32 That the Board of Trustees of this Trust shall be authorized, for the benefit of this Trust, to buy, sell, convey or hypothecate any of the assets of this Trust; to lend money of the Trust or to borrow funds using the assets of the Trust as collateral; to make gifts, contributions and donations to charitable remainder trusts, charities or foundations; and also to invest the funds of this Trust as

permitted by law, provided that none of these acts shall violate any express provisions of this indenture.

- 7.33 That the Trustees shall not be held personally liable nor responsible, while performing their duties as Trustees under this indenture for any business or investment losses resulting from no fault of their own. However, they shall be subject to removal as Trustee and possible suits for damages for using Trust property for personal use, or gross neglect of duty, or breach of the indenture on their part. Any Trustee of this Trust may initiate such action.
- 7.34 That the income of this Trust shall not be used to relieve the Investors of any family obligation in respect to spouse, children, or other relative legally dependent on him/her.
- 7.35 That no Certificate Holder shall be empowered to control the Trustees in any way nor to dictate management issues, investment policy to the Trust, or to determine the disbursement of Trust income or corpus. However, the Trustees may from time to time inform the Certificate Holders concerning the business of the Trust.
- 7.36 That this Declaration of Trust creates only a Business Trust Contract and not a corporation, partnership, agency or association.
- 7.37 That the Trust created herein is a separate and independent entity and, as such, cannot be held legally responsible for any debts or obligations incurred personally as an individual by the Investor, Trustees, or Certificate Holders thereof.
- 7.38 That since this Trust confers limited liability upon the Trustees, Manager, or Certificate Holders thereto, a statement declaratory of such limited liability shall be printed clearly on all contracts made by and between any third party with the Trust.
- 7.39 That neither the death nor insolvency nor bankruptcy of any Trustee nor holder of Certificates shall in any way affect the operation nor continuity of this Trust.
- 7.40 The Trustees shall have full power and authority to acquire by purchase or otherwise a limited partnership interest in any limited partnership conducting lawful business, and shall also have rights to transfer Trust property or funds to any limited partnership which will carry or is carrying on any lawful business at such valuation as may be determined by them, and to become only a limited partner therein. The Trustees shall have no power nor authority in any business or venture in which the liability of the Trust corpus is not limited to the amount of its contribution to such business or venture.

- 7.41 The Trustees, for investment, may purchase or otherwise acquire, upon such terms and conditions as they may deem appropriate, stocks, stock rights, warrants, bonds, debentures, convertible debentures, notes, certificates of interest, certificates of indebtedness, insurance, annuities or any other asset of value issued by any person, firm, association, Trust, corporation or body politic whatsoever.
- 7.42 The Trustees, acting as investors of the Trust corpus for the purpose of conducting a business therewith or by means thereof, may acquire, upon such terms and conditions as they may deem appropriate, real estate and personal property of any kind, and in connection therewith the Trustees shall have full power and authority to hold, manage and conserve the same in a manner that will redound to the best interest of the Trust estate. The Trustees may lease such property under a lease or leases, to commence at once or in the future, and upon any terms, and for any period or periods of time, although such period or periods might extend beyond the duration of the Trust estate and may renew and extend leases. The Trustees may employ rental agents to rent and collect rents whenever and to the extent they may deem desirable. In conservation and management of any real estate, the Trustees shall have full power and authority to construct or make improvements thereon or additions thereto.
- 7.43 The Trustees, acting as investors, shall have full power and authority to invest in and purchase or otherwise acquire, oil, gas, and other similar or dissimilar mineral royalties, overriding royalties, production payments, oil payments, gas payments, net profit overriding royalties, and net profit interests.
- 7.44 The Trustees may form a corporation or corporations to carry on any lawful business or participate in the formation of such corporation or corporations and convey to it or them all or any part of the Trust corpus to the extent permitted by this indenture or by any particular gift and hold, subject to the provisions of this indenture, the consideration accruing therefrom, whether the same be in the form of shares of stock, bonds, debentures, certificates of interest, or any other items of value.
- 7.45 Any property acquired by the Trustees as herein provided, shall be deemed a proper investment and the Trustees shall be under no obligation to dispose of or convert any such property. Investments need not be diversified. They may be of a wasting nature, and may be made or retained with a view to a possible increase in value. The Trustees may invest and reinvest all funds available for investment or as they may deem desirable in such investments, as they are permitted to make pursuant to the terms of this indenture. They are expressly authorized to invest in non-income earning property if in their judgment the best interest of the Trust estate will be served thereby. The Trustees, except

as herein otherwise specifically provided, shall have as wide a latitude in the selection, retention and making of investments as an individual would have in retaining or investing his own funds.

- 7.46 The Trustees may make available from Trust corpus, loans with or without interest or security, except to themselves or any Contingent or Successor Trustee. Any loan must be authorized by a unanimous decision of the Board of Trustees. No loan shall ever be made to any Investor or spouse without adequate collateral. Adequate collateral shall be defined in accordance with standard bank lending policy and procedures, and a copy of said policy and procedures shall be accepted by the Trustees in the Minutes of this Trust, and made as an attachment thereto.
- 7.47 That the Trustees are not required to set aside reserves from Distributable Net Income (DNI) or corpus for depreciation, obsolescence, nor for equalization nor distributions to or for Certificate holders.
- 7.48 That this Trust is not a qualified Subchapter S Trust, and as such cannot hold S Corporation stock granted to it either by gift, exchange, or distribution. If S Corporation stock is received by this Trust, the Trustees must distribute such stock to the Certificate Holders as if this Trust had been terminated, while continuing to hold all other assets in accordance with the prescribed indentures herein.

Article VIII

Right of Alienation

- 8.1 That the Certificate Holder's interest in his Certificates is assignable all or in part, in writing by said certificate Holder. The Board of Trustees must be given first right of refusal to purchase shares on behalf of this Trust when reassignment of any shares is imminent.
- 8.2 That the Certificate Holders of this Business Trust are expressly forbidden to transfer any Certificates in this trust without trustee approval.

Article IX

Rights Reserved by the Investor

- 9.1 That any Investor shall have the right, subject to consent of the Trustees, to grant residential property to this Trust with the reservation that he and his spouse may occupy the premises as their residence during their lifetime or so long as the property shall remain in the Trust Corpus; provided, however, that

the Investors shall in all other regards permanently relinquish dominion and control of the property to the Trustees.

- 9.2 The Investors have transferred all rights and all dominion over the assets of this Trust and the transfer is irrevocable by them.

Article X

On Death of a Certificate Holder

- 10.1 That if any Certificate Holder hereunder dies before the dissolution and termination of this Business Trust Contract, the Certificates then assigned to him shall terminate and thereupon the Trustees shall after reviewing the minutes of the Trust, evaluate the existing operations of the Trust and if warranted, seek a new business venture or investment and new Certificate Holders. The Trustees shall issue a new Certificate to such new persons as they shall choose. Once such new Certificate is issued, it shall have the same standing and be governed under the same rules as the original Certificates.

Article XI

Name and Address of the Trustees

Linda Cornell	1601 S. Tollgate Road, Bel Air, MD 21015
James Townsend	1601 S. Tollgate Road, Bel Air, MD 21015

Article XII

The Trust Estate

- 12.1 In accordance with and in reliance on this Business Trust Contract, the Investor has transferred his property, as described on the various attached schedules, to the trust in exchange for due consideration consisting of ten dollars (\$10.00) and Certificates of Interest.
- 12.2 The Investor hereby grants and delivers to this Trust certain other and additional properties:

Personal Property (as per inventory list attached)

- 12.3 The herein promised additional assets shall become part of this Trust immediately upon delivery to and acceptance by the Trustees and subject to the conditions agreed to at the time.

Article XIII
Designation of Number and Gender

- 13.1 When employed in these indentures, the past, present and future tenses include each other; the masculine, feminine and neuter genders include each other; and the singular and plural numbers include each other.

FILED
99 AUG 24 AM 9:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MEMORANDUM OF TRUST**AMENDMENT**

Specialty Installation Trust

Established December 25, 1997

Gregory Arthur Wilson, Investor

Tax Identification Number: 34-7067120

Patricia Vaughan and James Townsend, Trustees

FILED
99 AUG 24 AM 9:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

State of Florida

County of Hillsborough

THE UNDERSIGNED, being duly sworn, depose and certify:

1. That Gregory Arthur Wilson as Investor, established a Declaration of Trust dated December 25, 1997. Said Declaration of Trust Specialty Installation Trust was amended with James Townsend and Patricia Vaughan as Trustees.

2. That the initial certificate holder under the terms of said Declaration of Trust is the Investor.

3. That the power and authority of the Trustees with respect to the Trust property include, by way of illustration, the following:

A. To sell, exchange, convey, refinance, lease, repair, abandon, pledge for security, and exercise all the rights, powers and privileges which an absolute owner of the same property would have regarding any property which the Trustees choose to receive.

B. To open bank accounts, to borrow money with or without security, to receive all dividends, interest and other income, and to compromise and settle claims. Any banking institution that establishes accounts in the name of the Trust is advised that there is nothing in the Declaration of Trust that requires the banking institution to exercise any discretion other than required in normal banking procedures. Any and all bank accounts, including checking and savings accounts, established in the name of the Trust by the Trustees, shall be subject to withdrawal, and all checks, drafts and other obligations of the trust shall be honored by said depositories upon the signature of either Trustee.

C. To invest and reinvest the trust estate in every kind of property, real, personal, or mixed and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, stocks, preferred or common, shares in investment trusts, investment companies, mutual funds, mortgage participation and options.

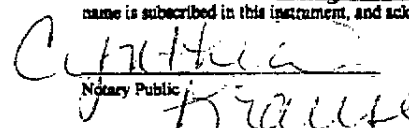
- D. To maintain and operate brokerage accounts with brokers. To sell, purchase, or exchange stock, bonds, mutual funds and other forms of investment accounts of the named trust.
- E. To carry insurance, including life insurance on any person, at the expense of the trust of such kinds and in such amounts as the trustees deem advisable to protect the trust estate against any damage or loss and to protect the trustees against liability with respect to third parties. The insuring companies have no responsibility other than to pay claims and proceeds of the policies and are not required to examine the Declaration of Trust at any time.
- F. To designate successor trustees.
4. The enumeration of certain powers of the Trustees shall not be interpreted as a limitation of any right of the Trustee not so enumerated, the Trustees being vested with and having all rights, duties, and powers and privileges which an absolute owner of the same property would have.


Gregory Arthur Wilson, Investor

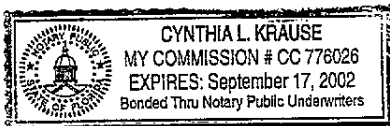
Certificate of Acknowledgment of Notary Public

State of Florida)
County of Hillsborough)

On this 10th day of August, A.D. 1999, appeared before me, Gregory Arthur Wilson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed in this instrument, and acknowledged that he executed it.


Notary Public
(SEAL)

FL DCH
64245-287-65-286-0



**Minutes of the Specialty Services Trust
2024 Attaway Drive
Brandon, Florida 33511**

At this, the SEVENTH MEETING of the Board of Trustees of THIS TRUST with all Trustees being represented, by unanimous accord the following was affirmed and ratified, viz:


James Townsend
Patricia Vaughan

This meeting convened on the 29th day of July, 1999, and on motion duly made and seconded, the following motions were adopted by a majority of Trustees present:

46. The Board of Trustees received via fax a notification of an address change of the above stated Business Trust to: 2024 Attaway Drive, Brandon, Florida 33511. The current telephone number is: 813-655-7220 and the fax number is 813-661-5477.
47. Further, the Board of Trustees approves and recognizes the Business Trust name change to: **Specialty Services Trust** effective July 29, 1999. A memorandum of trust was amended, notarized and mailed to Mr. Wilson, Trust Manager. It is agreed that the Trust Manager will notify the Internal Revenue Service when an income tax return is completed for year 1999.

THERE BEING NO FURTHER BUSINESS, THIS MEETING WAS ADJOURNED.


James Townsend, Trustee


Patricia Vaughan, Trustee

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

99 AUG 24 AM 9:15

FILED