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Requester's Name

UNITED CAPITAL 1999 TRUST
PO BOX 380921
MURDOCK, FL 33938-0921

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

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(Corporation Name) (Document #)

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(Corporation Name) (Document #)

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- Certificate of Status

NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

OTHER FILINGS

- Annual Report
- Fictitious Name

AMENDMENTS

- Amendment
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

99 SEP 13 AM 9:57

FILED

Examiner's Initials

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

UNITED CAPITAL 1999 TRUST

A Florida Business TRUST

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 United Capital 1999 Trust,

(Name of Trust)

a Florida Trust hereby affirms in order to file or qualify

(State)

United Capital 1999 Trust, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.
2. - The principal address is PO BOX 380921 Murdock, FL 33938-0921

3. The registered agent and office in the State of Florida is:

Daniel B. Platt

1300 Enterprise Dr. Unit C Port Charlotte, FL 33948

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.

Daniel B. Platt

(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 Charlotte
NOTARY PUBLIC
STATE OF FLORIDA
CC 558587
MICHAEL CAPPUCETTI, JR.
MY COMMISSION EXP. 05/20/2000

Daniel B. Platt
Name: Daniel B. Platt, Prs.
Chairman of the Board of Trustees

I hereby certify that on the 8th day of September 1999 before me personally appeared Daniel B. Platt, whom is personally known, and he executed the foregoing Affidavit. Witnessed my hand and official seal the 8th of September 1999.

Michael Cappucetti, Jr.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TRUST AGREEMENT

TRUST AGREEMENT, dated as of July 15, 1999, between Daniel B. Platt, as grantor (the "Grantor"), and United Capital Management, Inc., a Florida corporation, (the "Trustee"). The Grantor and the Trustee hereby agree as follows:

1. Creation of Trust.

- (a) The trust created hereby shall be known as the "United Capital 1999 Trust" (the "Trust"), in which name the Trustee may conduct business of the Trust, make and execute contracts, and sue and be sued.
- (b) The Grantor hereby assigns, transfers, conveys and sets over to the Trustee one hundred dollars. The Trustee hereby acknowledges receipt of such funds in the trust from the Grantor, which amount shall constitute the initial trust estate. The Trustee hereby declares that it will hold the trust estate in trust for the Grantor. It is the intention of the parties hereto that the Trust created hereby constitutes a business trust under Chapter 609 of the Florida Statutes and that this document constitutes the governing instrument of the Trust. The Trustee is hereby authorized and directed to execute and file a declaration of trust with the Florida Department of State.
- (c) The Trustee is hereby authorized and directed to enter into certain investments more fully described in Section 4 of this Trust Agreement. To execute documents or instruments necessary or incidental thereto. The Trustee is further authorized and directed to enter into such other documents and take such other action as the Grantor specifically directs in written instructions delivered to the Trustee; provided, however, the Trustee shall not take any action that is likely to result in personal liability or is contrary to applicable law.

2. Concerning the Trustee

- (a) Except as otherwise expressly required in Section 1 of this Trust Agreement, the Trustee shall have the duty to administer the Trust, the Trust investments and the payment of dividends, interest or other distributions of income or principal to the Trust's beneficiaries or lenders. No implied obligation shall be inferred from this Trust Agreement on the part of the Trustee. The Trustee shall not be liable for acts or omissions of the Grantor or any other person who acts on the behalf of the Trust nor shall the Trustee be liable for any act or omission by it in good faith in accordance with the directions of the Grantor.
- (b) The Trustee accepts the trusts hereby created and agrees to perform its duties hereunder with respect to the same but only upon the terms of this Trust Agreement. The Trustee shall not be personally liable under any circumstances, except for its own willful misconduct or gross negligence. In particular, but not by way of limitation:

- (i) The Trustee shall not be personally liable for any error of judgement made in good faith by an officer or employee of the Trustee;
 - (ii) No provision of this Trust Agreement shall require the Trustee to expend or risk his personal funds or otherwise incur any financial liability in the performance of his rights or duties hereunder;
 - (iii) Under no circumstance shall the Trustee be personally liable for any rerepresentation, warranty, covenant or indebtedness of the Trust.
- (c) In the exercise or administration of the trusts hereunder, the Trustee; 1. may act directly or, at the expense of the Grantor, through agents or attorneys, and the Trustee shall not be liable for the default or misconduct of such attorneys or agents and attorneys shall have been selected by the Trustee in good faith, and 2. may, at the expense of the Grantor, consult with counsel, accountants and other experts, and shall not be liable for anything done, suffered or omitted in good faith by him in accordance with the advice or opinion of any such counsel, accountants or other experts.
- (d) Except as expressly provided in this Section 2, in accepting and performing the trusts hereby created, the Trustee acts solely as trustee hereunder and not in his individual capacity, and all persons having any claim against the Trustee by reason of the transactions contemplated by this Trust Agreement shall look only to the Trust's property for payment or satisfaction thereof.
3. The Trustee may resign upon 60 days prior notice to the Grantor. If no successor has been appointed within such sixty day period, the Trustee may, at the expense of the Trust, petition a court of competent jurisdiction to appoint a successor trustee.

4. Investments.

The Trustee of the Trust established hereunder, including any Successor Trustee, shall have the continuing, absolute, discretionary power to deal with any property, real or personal, held in such trust. Such power may be exercised independently and without prior or subsequent approval of any court or judicial authority, and no person dealing with such Trustee shall be required to inquire into the propriety of any of the actions of such Trustee. The Trustee is limited to investments secured by real property, including but not limited to, real estate tax liens, tax deeds and mortgages. Investments in state and federally chartered banks, including but not limited to, checking, savings, money market accounts and certificate of deposits, so long as the Trustee uses reasonable prudence and judgement in the selection of the investments. The Trustee shall have the following general powers, in addition to, and not by way of limitation of, the powers provided by law:

- (i) To retain such property for any period, whether or not the same be of the character permissible for investments by fiduciaries under any applicable law,

and without regard to any effect the retention may have upon the diversification of the investments.

- (ii) To sell, transfer, exchange, convert, or otherwise dispose of or grant options with respect to any security or property, real or personal, held as part of the trust estate, at public or private sale, with or without security, in such a manner, at such time to times, for such purposes, for such prices and upon such terms, credits and conditions as the Trustee may deem advisable.
- (iii) To join in or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation, or exchange and to deposit approved securities with any committee, depository or trustee, and to pay any and all fees, expenses and assessments incurred in connection therewithin, and to charge the same to the principal; to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewithin, or to sell any such privileges.
- (iv) To vote in person at meetings of stock or security holders, or any adjournment of such meetings, or to vote by general or limited proxy with respect to any such shares of stock or other securities held by the Trustee.
- (v) To hold securities in the name of a nominee without indicating the trust character of such holding, or unregistered, or in such form as will pass by delivery.
- (vi) To pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the trust estate, or any trust created hereunder, against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewithin which the Trustee may deem advisable.
- (vii) To borrow money for investment of the trust estate from any source including the Trustee at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property.
- (viii) To possess, manage, insure against loss by fire or other casualties, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage thereon; to execute necessary instruments and covenants to effectuate the foregoing powers, including the giving and granting of options in connection therewithin; to make improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water rents, assessments,

repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal, and, if the income from the property itself should not suffice for such purpose, to advance out of other income any sums needed therefor, and, to advance any income of the trust for the amortization of any mortgage on property held in the trust.

- (ix) To make distribution of the trust estate or of the principal of any trust created hereunder in kind, and to cause any share to be composed of cash, property, or undivided fractional shares in property different in kind from any other share.

- (x) To execute and deliver any and all instruments in writing which are deemed advisable to carry out any of the foregoing powers. No party to any such instrument in writing signed by the Trustee shall be obliged to inquire into its validity.

5. Grantor's Investment Rights.

Grantor does not reserve the right specifically to approve or disapprove of each and every trust investment purchase or sale before it is made; however, the Grantor does reserve the right to elect, at any time and from time to time, to advise the Trustee and to direct the Trustee as to any investments the Grantor deems advisable for the Trustee to purchase or sell. Should the Grantor elect to exercise its right to advise or direct the Trustee to purchase or to sell any investment, Grantor shall do so in writing; or, if that is not practical, Grantor shall, as soon thereafter as is practical, approve of such purchase or sale in writing, as requested or required by the Trustee. The Trustee is hereby specifically relieved of all liability for loss which may be occasioned by the purchase or sale of any asset of the trust estate when the Trustee has been directed or advised to make such purchase or sale by the Grantor, except for willful default or gross neglect.

6. Tax Return.

The Trustee shall furnish to the Grantor such information with respect to the trust and the values of the assets as the Grantor may from time to time request for the purposes of preparing all income and trust tax returns and such other information as may be required or requested during the audit process relating to such returns. The Trustee shall adjust its records to reflect the tax basis of each of the trust assets as may be finally determined in the federal estate tax proceedings with respect to the Grantor.

7. Accounting & Compensation.

- (i) The Trustee shall be entitled to receive a fair and just compensation for services rendered hereunder and shall also be reimbursed for all reasonable expenses incurred in the management and protection of the trust estate.
- (ii) The Trustee shall render to the Grantor an account of receipts and disbursements annually.

8. Appointment.

Grantor appoints United Capital Management, Inc. of Port Charlotte, Florida as Trustee of the Trust.

9. Successor Trustee.

Upon the death or resignation of the Trustee named herein, or upon the incapacity of the Trustee to act as Trustee, the Grantor appoints James Garber to serve as Trustee hereunder, and Grantor hereby grants to such successor Trustee all the rights, powers and duties given to the original Trustee of this Trust.

10. Bond.


The trust shall maintain a fidelity bond on the Trustee up to the amount of all liabilities of the trust.

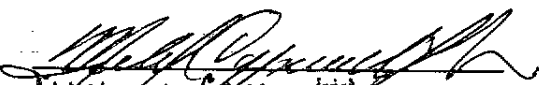
This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

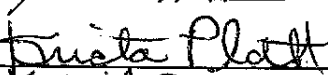
This Trust Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties.

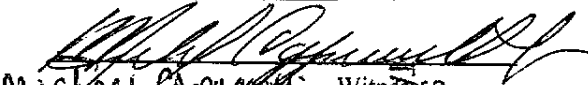
IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be duly executed as of the day and year first above written.

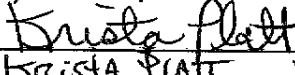

Daniel B. Platt, Grantor


United Capital Management, Inc., Trustee


Michael Capucci, Witness


KRISTA PLATT, Witness


Michael Capucci, Witness


KRISTA PLATT, Witness

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