

OHIO SECRETARY OF STATE
PROCESSING STATEMENT
10/17/96

CHARTER NUMBER: BT000263
ROLL AND FRAME: 5637-1579

05637-1579

CORPORATION:

ASPEN BUSINESS TRUST

DOCUMENT NUMBER	CODE	FEE
96100138002	BTS	75.00

030002

RETURN TO: REPKA & JENNINGS
ATTN D L REPKA
28870 U S HWY 19 STE 408
CLEARWATER FL 34621-2564

TOTAL : 75.00

0121

05637-1580



The State of Ohio

Bob Taft

Secretary of State

BT 263

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: BTS

of:

ASPEN BUSINESS TRUST

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll 5637 at Frame 1581 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at

Columbus, Ohio, this 1ST day of OCT ,

A.D. 19 96 .



Bob Taft
Bob Taft
Secretary of State

C-601

Prescribed by
Bob Taft
Secretary of State

Approved By: #263
Date: 10-1-96
Fee: \$75.00

05637-1581

96100138002

REPORT OF OPERATION OF BUSINESS TRUST
(pursuant to 1746.04, Ohio Revised Code)

- 1) Business name(s) of Business Trust (including any and all fictitious or assumed names) in its/their exact form:

ASPEN BUSINESS TRUST

- 2) Name(s) and address(es) of its trustee(s):

Name

Complete Address

John P. Tucker

13778 Pleasant Home Road
Marshallville, OH 44645

Cheryl A. Tucker

13778 Pleasant Home Road
Marshallville, OH 44645

- 3) Date upon which the business trust began engaging in business in Ohio:

August 21, 1996
(Day, Month, Year)

- 4) Is this report made to enable the business trust to maintain an action in a court of this state? yes X no
- 5) Does the business trust maintain a place of business in Ohio from which it regularly engages on its own behalf in activities permitted by its trust instrument and permitted under Chapter 1746, Ohio Revised Code?
X yes no
- 6) Address of principal office of the business trust:

13778 Pleasant Home Road
(street address)

Marshallville
(city or village)

Wayne
(county)

OH
(state)

44645
(zip code)

05637-1582

C-601 (p. 2)

- 7) If a foreign business trust, address of principal office within State of Ohio, if any:

N/A
(street address)

(city or village) (county) (state) (zip code)

- 8) The name and address within Ohio of a designated agent upon whom process against the business trust may be served is:

Cheryl A. Tucker
(name of agent)

13778 Pleasant Home Road
(complete street address)

Marshallville, OH 44645
(city or village)

Wayne County, Ohio

- 9) The above named business trust irrevocably consents to service of process upon its designated agent and to service of process upon the Secretary of State if, without the registration of another agent with the Secretary of State, its designated agent has died, resigned, lost authority, dissolved, become disqualified, or has removed from this state, or if its designated agent cannot, with due diligence, be found.
- 10) Not more than ninety days after the occurrence of any event causing any filing of the above information or any previous filing with respect thereto, to be inaccurate or incomplete, the above named business trust agrees to furnish all information necessary to maintain the accuracy and completeness of such filing.

AN EXECUTED COPY OF THE TRUST INSTRUMENT OR A TRUE AND CORRECT COPY OF IT, CERTIFIED TO BE SUCH BY A TRUSTEE BEFORE AN OFFICIAL AUTHORIZED TO ADMINISTER OATHS OR BY A PUBLIC OFFICIAL IN ANOTHER STATE IN WHOSE OFFICE AN EXECUTED COPY IS ON FILE, MUST BE ATTACHED AS AN EXHIBIT TO THIS REPORT.

Date: August 21, 1996

ASPEN BUSINESS TRUST
(name of Business Trust)

By: Cheryl A. Tucker
(Trustee) Cheryl A. Tucker

- 11) Certification of Copy of Business Trust Instrument by a Trustee:

(NOTE: This section need not be completed if the copy of the business trust instrument attached hereto is certified by a public official in

C-601 (p. 3)

05637-1583

another state in whose office an executed copy is on file.)

STATE OF: Ohio

COUNTY OF: Wayne

I, Cheryl A. Tucker, being duly sworn, declare under oath, that I am Trustee of ASPEN BUSINESS TRUST, a business trust. I certify that attached hereto as an exhibit to this report is an executed copy of the trust instrument or a true and correct copy of it.

Sworn to before me and subscribed in my presence this 21st day of August, 19 96.

(seal)

Robert R. Brooker
NOTARY PUBLIC

ROBERT R. BROOKER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 17, 1999

C-602

05637-1584

EXHIBIT TO REPORT OF OPERATION OF BUSINESS TRUST

BUSINESS TRUST INSTRUMENT

OF

ASPEN BUSINESS TRUST

a Business Trust to be operated pursuant to
Chapter 1746, Ohio Revised Code.

The undersigned person(s), desiring to form a business trust do
hereby certify:

FIRST: The name of said business trust shall be _____

ASPEN BUSINESS TRUST

SECOND: The place where the principal office of the business trust is
to be located is 13778 Pleasant Home Road
(street address)

Marshallville Wayne OH 44645
(city or village) (county) (state) (zip code)

THIRD: The purposes for which the business trust is formed are:

To conduct all legal business for which a business trust may be formed.

05637-1585

COMMON LAW BUSINESS ORGANIZATION

THIS COMMON LAW CONTRACT IN THE FORMAT OF AN
IRREVOCABLE DECLARATION OF TRUST AUTHORIZES ITS
TRUSTEES TO OPERATE UNDER THE NAME OF

Aspen Business Trust
(referred to as the "Trust")

DATED August 21, 1996

THIS agreement, conveyance and acceptance is made and entered into at the time and on the date appearing in the acknowledgment hereto attached, by and between Twin Oaks Management Trust CREATOR hereof and INVESTOR herein, John P. Tucker and Cheryl A. Tucker, Acceptors hereof in joint tenancy with right of survivorship and fee simple as Trustees who shall comprise the Board of Trustees for conducting the business of Aspen Business Trust hereby established.

THE CREATOR hereby constitutes and appoints the above designated Trustees to be, in fact, Trustees of Aspen Business Trust hereby created and established. THE CREATOR for and in consideration of the objects and purposes herein set forth and other considerations of value the receipt of which is hereby acknowledged, Aspen hereby convey and deliver unto said Trustees, who are to hold title in fee simple and in joint tenancy with right of survivorship and not as tenants in common, the sum of \$10.00 in cash and other considerations of value, which shall form the assets of this Trust.

THIS Trust's name shall be: Aspen Business Trust
and Aspen Business Trust's principal place of business shall be in the County of Wayne, State of Ohio.
Twin Oaks Management Trust shall receive, as part consideration for it's conveyance:
All One Hundred (100) units of Certificates of Beneficial Interest of Aspen Business Trust.

05637-1586

THE holders of Certificates of Beneficial Interest shall hold their Beneficial Interests upon the terms and conditions contained herein.

Trustees shall be not less than two in number, but may be increased for reasons beneficial to Aspen Business Trust.

THE TRUSTEES herein named, or their successors elected to fill vacancies, shall hold office, have and exercise collectively the exclusive management and control of Aspen Business Trust property and business affairs. However, a Trustee may resign or be removed from office by a Resolution of Unanimous Concurrence of the remaining Trustees when in their opinion said Trustee shall have been guilty of fraud, malfeasance in office, gross neglect of duty, or for cause by the mandate of a court of competent jurisdiction provided further, that in the event of death, removal from office, or resignations, the Trustees shall appoint or elect a successor by the unanimous concurrence of the remaining Trustees, the same shall be spread upon the Minutes of the Trust. PROVIDED FURTHER, that should the entire Board of Trustees become vacant, the holder or holders of the Certificates of Beneficial Interest shall appoint the Trustees. Should objection be filed to appointment of additional Trustees, the same shall be spread upon the Minutes. Any such objection shall deprive the candidate from accepting the Trusteeship. The signing and acknowledging of the AGREEMENT by the hereinabove appointed Trustees or the signing and acknowledging of appropriate Minutes by Trustees subsequently elected or appointed, shall constitute their acceptance of this Trust: and the Trust property, assets, and emoluments thereof shall immediately vest in the new Trustee or Trustees without any further act or conveyance.

TRUSTEES' MEETINGS: By action of the Trustees, they may provide for meetings at stated intervals without notice, and special meetings may be called at any time by two or more Trustees upon three days' written notice, which may be waived. At any regular or special meeting a majority of the Trustees shall constitute a quorum for conducting business, provided affirmative action may only be had upon a majority vote of the present Trustees, whether present or absent.

POWER OF TRUSTEES: Trustees' powers shall be construed as general powers of a citizen of the UNITED STATES OF AMERICA, to do anything any citizen may do in any state or country, subject to the type restrictions herein noted. They shall continue in business, conserve the property, commercialize the resources, sue or be sued only in the name of the Trust, extend any established line

05637-1587

of business in industry or investment, as herein specially noted, at their discretion for the benefit of this Trust, vis: perform as agents to include, but not be limited to, surface or mineral rights, buy or sell mortgages, securities, bonds, notes, leases of all kinds, contracts or credits of any form, patents, trademarks, or copyrights buy, sell, or conduct mail-order business, or branches thereof operate stores, shops, factories, warehouses or other places of business, advertise, borrow money, pledging the Trust property for the payment thereof, hypothecate assets and other property, own stock in, or entire charters of TRUST COMPANIES, and or corporations, or other such properties, companies, or associations as they may deem advantageous.

ADMINISTRATION: The Trustees shall regard this instrument as their principal guide, supplemented from time to time by their resolutions that cover the contingencies as they arise and are recorded in the Minutes of their meetings, which are the BY-LAWS, RULES AND REGULATIONS OF THIS Trust.

OFFICERS AND MANAGEMENT: The Trustees may in their discretion elect among their number, or any other person, an Executive Trustee, Secretary Trustee, Treasurer Trustee, or any other officers they may deem expedient for proper functioning. Any Trustees may hold two or more offices simultaneously, their duties being such as are usual or are prescribed. They may contract with agents, executives, or other contract-labor, or designated third parties to hold funds for specific purposes. THE Trust SHALL NOT SPECIFICALLY ENGAGE IN ANY TYPE OF EMPLOYER-EMPLOYEE RELATIONSHIPS, but shall carry on all services, etc., in the form of specified CONTRACT-LABOR ARRANGEMENTS, whenever possible.

COMPENSATION: The Trustees shall fix and pay compensation of all officers, contractors or agents in their discretion, and may pay themselves such reasonable compensation for their services as may be determined by a majority of the BOARD OF TRUSTEES.

TRUSTEES' DECLARATION OF PURPOSE: The Trustees, by their Resolution of Purpose, may perform and function for any purpose on behalf of any individual, group, or combination of individuals, severally or collectively. In such instances, the powers and authority of the Trustees shall be defined and limited to the general purposes set forth by the specific Contract.

05637-1588

THE TRUSTEES may amend this Contract and/or Charter in compliance herewith for the following purpose to act as Trustees, Executor, Administrator, or Guardian when designated by any Person, Trust, Corporation, or Court to do so, and as agent for the performance of any lawful act, including the right to receive deposits made by agencies of THE UNITED STATES OF AMERICA for the authorized account of any individual, and to act as the specific ATTORNEY-IN-FACT for the reciprocal or inter insurance exchange, and to lend and accumulate money.

TRUSTEE(S) LIABILITY: The Trustees shall not have limited liability, but rather shall be personally liable, for any action taken by them, severally or jointly, on behalf of the Trust provided, however, that wherever such actions have been taken in good faith and with reasonable prudence, the Trustee or Trustees performing such acts may be reimbursed by the Trust from the Trust Assets or Income for any losses incurred by him or them as a result of such acts and provided further that no Trustees shall be liable for the act or omission of his or her Co-Trustees.

CERTIFICATES OF INTEREST: The Beneficial Interests, as a convenience, for distribution are divided into One Hundred (100) Units, substantially in the certificate form hereto attached. They are non-assessable, non-taxable (under the provisions of Section 1001 of Internal Revenue Code), non-negotiable, non-transferable (except back to the Trust) and the lawful possessor thereof shall be construed the true and lawful owner thereof. The lawful owner may, if he so desires, cause his Beneficial Certificate to be registered with the Secretary of the Trustees. The Certificates of Beneficial Interest are to expressly state that the holder of the Certificate expressly agrees that the holder Tucker do not have any right, title, or legal interest in the assets of the Trust, in law or in equity, nor voice in the management or control of the Trust, and that moreover, upon the death, insolvency, or dissolution of the holder hereof, the Certificates (and all rights thereunder) shall be absolutely NULL AND VOID. However, all or part of the Units represented by the Certificate may be transferred before death, insolvency, or dissolution of the holder, but only upon the prior approval of the Trustees, and in accordance with the provisions of this Contract Creating This Entity.

SPENDTHRIFT: The Trustee is not to recognize any transfer, encumbering, mortgage, pledge, hypothecation, order or assignment of any holder of Certificates of Beneficial Interest by way of anticipation of any part of the royalty. Neither the income nor principal of the Trust shall be subject in any manner to transfer by operation of law, unless otherwise herein provided, and shall be exempt from the claims of creditors and other claimants and from orders, decrees, levies, attachments,

05637-1589

garnishments, and executions and other legal or equitable process of proceedings to the fullest extent permissible by law. Each holder of Certificate of Beneficial Interest is expressly prohibited from any of the above.

DEATH - INSOLVENCY - BANKRUPTCY: Death, insolvency, or bankruptcy of any of the CERTIFICATE HOLDERS, or the transfer of CERTIFICATE by gift, devise, or descent, shall not operate as a dissolution of this Trust, or in any manner affect the Trust or its operation or mode of business. Ownership of a BENEFICIAL CERTIFICATE shall not entitle the holder to any legal title in or to the Trust PROPERTY, nor any undivided interest therein, nor in the management thereof, nor shall the death of a holder entitle his/her heirs or legal representatives to demand any partition or division of the property of the Trust, nor any special accounting, but all or part of the Units represented by the Certificate may be transferred before death, insolvency, or dissolution of the holder, but only upon the prior approval of the Trustees and completely within their discretion to transfer or not to transfer.

DURATION - CLOSURE: This Contract creating this entity is irrevocable and may not altered or amended in any respect unless specifically authorized by this direct instrument, and it may not be terminated except through distributions permitted by this instrument.

Aspen Business Trust shall continue for a period of thirty-five (35) years from this date, unless the Trustees shall unanimously determine upon an earlier date, in which case the assets of Aspen Business Trust shall be proportionately and in pro-rata manner distributed to the holders of Certificates of Beneficial Interest. In the event this instrument has been recorded for the public notices, the Trustees shall then file a notice that the Trust shall terminate and cease, and thereupon, the Trustees shall automatically be discharged hereunder, provided their administration and distribution has been made in good faith otherwise, a Court of Equity may be invoked to review and correct any tort or error.

RENEWAL: At the expiration of this agreement, the then Trustees, if they so desire and believe that said Trust should not be concluded or closed, may renew their agreement for a like, longer, or shorter period of time. A Resolution of said renewal shall be entered upon the Minutes at least 90 but not more than 120 days prior to the expiration thereof. Public Notice shall be made in a county newspaper etc. of general circulation not less than 60 days prior to the expiration hereof.

05637-1590

PURPORT: The purport of this instrument is to convey to Trustees to constitute A Common Law Business Organization, held by the Trustees, in joint tenancy with right of survivorship for the duration hereof, and to provide for an economical administration of the Trust assets, including the effective management of Trust business and to make distributions of income or assets to the holders of Certificates of Beneficial Interest on a prorate basis in amounts determined in the true discretion of the Trustees.

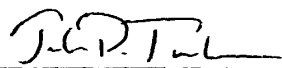
Nothing herein contained shall be construed as an intent to contravene any FEDERAL OR STATE LAW, nor to delegate to Trustees any special power belonging exclusively to franchise of incorporation. The intent of the true Investor of Aspen Business Trust is to grant to it the assets hereinabove described and in so doing convey all rights, title, and interest herein.

FURTHER

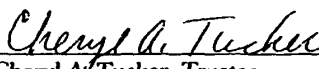
05637-1591

IN WITNESS WHEREOF the Creator/Investor and Acceptors hereof, for themselves, their heirs, successors, and assigns, have hereunto set their hands and seals.

Trustees of Twin Oaks Management Trust (INVESTOR)

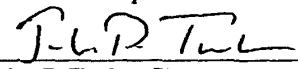


John P. Tucker, Trustee

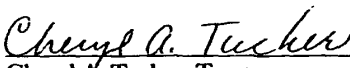


Cheryl A. Tucker, Trustee

Trustees of Aspen Business Trust



John P. Tucker, Trustee



Cheryl A. Tucker, Trustee

05637-1592

STATE OF OHIO

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COUNTY OF WAYNE

Before me, the undersigned authority, on this day personally appeared the above named John P. Tucker and Cheryl A. Tucker, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for purposes and consideration therein stated.

Given under my hand and seal this 8 / 21 / 19 96

NOTARY PUBLIC

Robert R. Brooker

ROBERT R. BROOKER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 17, 1999

CERTIFICATION

I, the undersigned Trustee, do hereby certify:

- (1) That I am a duly elected Trustee of Aspen Business Trust; and
- (2) That the Irrevocable Declaration of Trust, consisting of eight (8) pages, constitutes the true and correct trust instrument, dated August 21, 1996.

In witness whereof, I have hereunto subscribed my name this 21st day of August, 1996.

Cheryl A. Tucker
Cheryl A. Tucker, Trustee