

DECLARATION OF TRUST

SANIBEL-CAPTIVA ROTARY TRUST FUND

DECLARATION OF TRUST made this sixth day of July, 1981, by SANIBEL-CAPTIVA ROTARY CLUB, INC., a corporation not for profit organized under the laws of the State of Florida, hereinafter referred to as the "Club".

WHEREAS, the Club desires to establish this trust for the charitable purposes hereinafter set forth; and

WHEREAS, the Club has contributed the sum of Ten Dollars (\$10.00) to the trust contemporaneously with the execution of this agreement.

NOW, THEREFORE, the trustees, hereinafter designated, shall hold in trust and shall administer, use and dispose of the trust estate, and any additions to it, exclusively for the uses and purposes, and subject to the provisions, set forth herein.

FIRST: This trust shall be called the Sanibel-Captiva Rotary Trust Fund.

SECOND: The trustees may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Declaration of Trust; but no gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than a "charitable organization" or for other than "charitable purposes" within the meaning of such terms as defined in Article THIRD of this Declaration of Trust, or as shall in the opinion of the trustees, jeopardize the Federal income tax exemption of this trust pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, as now in force or afterwards amended.

THIRD: A. The principal and income of all property received and accepted by the trustees to be administered under this Declaration of Trust shall be held in trust by them, and the trustees may make payments or distributions from income or principal, or both to or for the use of such charitable organizations, within the meaning of that term as defined in Paragraph E, in such amounts and for such charitable purposes of the trust as the trustees shall from time to time select and determine; and the trustees may make payments or distributions from income or principal, or both, directly for such charitable purposes, within the meaning of that term as defined in Paragraph F, in such amounts as the trustees shall from time to time select

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and determine without making use of any other charitable organization. The trustees may also make payments or distributions of all or any part of the income or principal to States, territories, or possessions of the United States, any political subdivision of any of the foregoing, or to the United States or the District of Columbia but only for charitable purposes within the meaning of that term as defined in Paragraph F. Income or principal derived from contributions by corporations shall be distributed by the trustees for use solely within the United States or its possessions. No part of the net earnings of this

trust shall inure or be payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of this trust shall be the carrying on of propaganda, or otherwise attempting, to influence legislation. No part of the activities of this trust shall be the participation in, or intervention in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

B. The trust estate shall be held by trustees entirely independent of and separate from the Club's funds. Withdrawals from bank accounts shall be by the signature of at least two (2) trustees. An annual accounting of the trust's funds shall be made by the treasurer of the trust and shall be audited annually at the same time in the same manner as the Club's accounts are audited.

C. Fund raising projects and drives may be conducted under the direction of the Club's Board of Directors and the Club's Board of Directors may recommend to the trustees the amounts and recipients of funds disbursed from the trust. Notwithstanding the foregoing, the trustees shall be solely responsible for disbursing funds from the trust and any such disbursements shall be made only in accordance with the terms of this trust.

D. The trust shall continue forever unless the trustees terminate it and distribute all of the principal and income, which action may be taken by the trustees in their discretion at any time. On such termination, the trust fund as then constituted shall be distributed to or for the use of such charitable organizations, in such amounts and for such charitable purposes as the trustees shall then select and determine. The Club authorizes and empowers, but does not direct, the trustees to form and organize a nonprofit corporation limited to the uses and purposes provided for in this Declaration of Trust, such corporation to be organized under the laws of any State or under the laws of the United States as may be determined by the trustees; such corporation when organized to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this trust. Upon the creation and organization of such corporation, the trustees are authorized and empowered to convey, transfer, and deliver to such corporation all the property and assets to which this trust may be or become entitled. The charter, bylaws, and other provisions for the organization and management of such corporation

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and its affairs and property shall be such as the trustees shall determine, consistent with the provisions of this paragraph.

E. In this Declaration of Trust and in any amendments to it, references to "charitable organizations" or "charitable organizations" mean corporations, trusts, funds, foundations, or community chests created or organized in the United States or in any of its possessions whether under the laws of the United States, or State or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no

substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do not participate in or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office. It is intended that the organization described in this Paragraph E shall be entitled to exemption from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954m as now in force or afterwards amended.

F. In this Declaration of Trust and in any amendments to it, the term “charitable purposes” shall be limited to and shall include only religious, charitable, scientific, literary, or educational purposes within the meaning of those terms as used in Section 501(c)(3) of the Internal Revenue Code of 1954 but only such purposes as also constitute public charitable purposes under the law of trusts of the State of Florida.

FOURTH: This Declaration of Trust may be amended at any time or times by written instrument or instruments signed and sealed by the trustees, and acknowledged by any of the trustees, provided that no amendment shall authorize the trustees to conduct the affairs of this trust in any manner of for any purpose contrary to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1954 and now in force or afterwards amended. An amendment of the provisions of this Article FOURTH (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the trustees’ amending power. All instruments amending this Declaration of Trust shall be noted upon or kept attached to the executed original of this Declaration of Trust held by the trustees.

FIFTH: The original trustees under this Declaration of Trust are George Brauch, Mark C. Webb and Stanley Ritter.

The number of trustees shall be at least three (3), and whenever for any reason the number id reduced to less than three (3), there shall be elected additional trustees so that the number of trustees is at least three (3); provided, however, until such vacancy is filled as hereinafter provided the trustees may act notwithstanding the existence of vacancies so long as there is at least two (2) trustees serving hereunder. Additional trustees in excess of three (3) may be elected at any time.

**The number of trustees shall be seven (7) including the immediate Past President of the Club who shall serve for a period of one (1) year beginning on July 1 of the year immediately following the term as Club President. If, for any reason, the number of trustees is reduced to less than seven (7) there shall be elected additional trustees so that the number of trustees is seven (7); provided, however, until such vacancy is filled as hereinafter provided the trustees may act notwithstanding the existence of vacancies so long as there are at least three (3) trustees serving hereunder.**

Any trustee serving hereunder must be a member of the Club. Trustees shall be elected by the membership of the Club. The Trustee shall be elected annually at the same time in the same manner as the Club elects its directors. A special meeting of the Club shall be called and held for the purpose of electing a trustee to fill any vacancy for the unexpired term within thirty (30) days of the occurrence of

such vacancy. Any trustee under this Declaration of Trust may, by written instrument, signed and acknowledge, resign his office.

**Any trustee serving hereunder must be a member of the Club. Trustees shall be elected by the membership of the Club. Trustees shall be elected annually for a term of three (3) years except for the immediate Past President of the Club who is not elected and who shall serve a term of one (1) year. Terms for all other trustees shall commence on July 1 of the next year after election and run until June 30 of the third year of service. Trustees shall be elected and serve in the same manner as the Club Directors. The trustees shall be divided into three classes. Class I shall consist of those trustees whose terms expire at the end of Rotary Year 2014-2015. Class II shall consist of those trustees whose terms expire at the end of Rotary Year 2015-2016. Class III shall consist of those trustees whose term expires at the end of Rotary Year 2016-2017. This classification plan rolls over in subsequent years. A special meeting of the Club shall be called and held for the purpose of electing a trustee to fill any vacancy for the unexpired term within sixty (60) days of the occurrence of such vacancy. The trustee elected to fill a vacancy will be in the Class of the trustee being replaced. Any trustee under the Declaration of Trust may, by written instrument, signed and acknowledged, resign his office.**

Within 30 (30) days after the annual election of trustees, the trustees shall meet and shall, from among the trustees, elect, by majority vote, officers of the trust which shall consist of a chairman, a secretary, and a treasurer. No trustee shall hold more than one (1) such office.

**Within thirty (30) days after the newly elected officers take office on July 1 in the next year for the Club and the Trust after their election, the trustees shall meet and shall, from among the trustees, elect by majority vote officers of the Trust which shall consist of a chairman, a secretary and a treasurer. No trustee shall hold more than one office.**

Any succeeding or additional trustee shall upon his acceptance of the office by written instrument signed and acknowledged, have the same powers, rights, and duties, and the same title of the trust estate jointly with the surviving or remaining trustees as if originally appointed.

**Any succeeding or additional trustee shall upon his commencement of office have the same powers, rights and duties, and the same title to the trust estate jointly with the surviving or remaining trustees as if originally appointed.**

None of the trustees shall be required to furnish any bond or surety. None of them shall be responsible or liable for the acts of omissions of any other of the trustees or of any predecessor or of a custodian, agent, depositary or counsel selected with reasonable care.

The trustees serving under this Declaration of Trust are authorized to pay to themselves amounts for reasonable expenses incurred and reasonable compensation for services rendered in the administration of this trust, but in no event shall any trustee who has made a contribution to this trust ever receive any compensation thereafter.

SIXTH: In extension and not in limitation of the common law and statutory powers of trustees and other powers granted in this Declaration of Trust, the trustees shall have the following discretionary powers:

(a) To invest and reinvest the principal and income of the trust in such property, real, personal, or mixed, and in such manner as they shall deem proper, and from time to time to change investments as they shall deem advisable; to invest in or retain any stocks, shares, bonds, notes, obligations, or personal or real property (including without limitation any interests in or obligations of any corporation, association, business trust, investment trust, common trust fund, or investment company) although some or all of the property so acquired or retained is of a kind or size which but for this express authority would not be considered proper and although all of the trust funds are invested in the securities of one company. No principal or income, however, shall be loaned directly or indirectly, to any trustee or to anyone else, corporate or otherwise, who has any time made a contribution to this trust, nor to anyone except on the basis of an adequate interest charge and with adequate security.

(b) To sell, lease, or exchange any personal, mixed, or real property, at public auction or by private contract, for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertakings relating to the trust property, as they consider advisable, whether or not such leases or contracts may extend beyond the duration of the trust.

(c) To borrow money for such periods, at such rates of interest, and upon such terms as the trustees consider advisable, and as security for such loans to mortgage or pledge any real or personal property with or without power of sale; to acquire or hold any real or personal property, subject to any mortgage or pledge on or of property acquired or held by this trust.

(d) To execute and deliver deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, promissory notes, releases and other instruments, sealed or unsealed, incident to any transaction in which they engage.

(e) To vote, to give proxies, to participate in the reorganization, merger or consolidation of any concern, or in the sale, lease, disposition, or distribution of its assets; to join with other security holders in acting through a committee, depository, voting trustees, or otherwise, and in this connection to delegate authority to such committee, depository, or trustees and to deposit securities with them or transfer securities to them; to pay assessments levied on securities with them or transfer securities to them; to pay assessments levied on securities or to exercise subscription rights in respect of securities.

(f) To employ a bank or trust company as custodian of any funds or securities and to delegate to it such powers as they deem appropriate; to hold trust property without indication of fiduciary capacity but only in the name of a registered nominee, provided the trust property is at all times identified as such on the books of the trust; to keep any or all of the trust property or funds in any place or places in the United States of America; to employ clerks, accountants, investment counsel, investment agents, and any special services, and to pay the reasonable compensation and expenses of all such services in addition to the compensation of the trustees.

SEVENTH: The trustees' powers are exercisable solely in the fiduciary capacity consistent with in furtherance of the charitable purposes of this trust as specified in Article THIRD and not otherwise.

EIGHTH: In this Declaration of Trust and in any amendment to its, references to "trustees" mean the one or more trustees, trustees, whether original or successor, for the time being in office.

NINTH: Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the trustees, and of any of the notations on it and writings attached to it, as fully as he might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be a trustee under this Declaration of Trust. No one dealing with the trustees need inquire concerning the validity of anything the trustees purport to do. No one dealing with the trustees need see to the application of anything paid or transferred to or upon the order of the trustees of the trust.

TENTH: This Declaration of Trust is to be governed in all respects by the laws of the State of Florida.

We, the undersigned officers of the Sanibel-Captiva Rotary Club, Inc., acting with the approval of the Club's members and its Board of Directors, have executed this Declaration of Trust on the day and year first above written.

SANIBEL-CAPTIVA ROTARY CLUB, INC.

Attest:

By: \_\_\_\_\_

Secretary

CORPORATE SEAL

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this day before me appeared \_\_\_\_\_ and \_\_\_\_\_ respectively President and Secretary of SANIBEL-CAPTIVA ROTARY CLUB, INC., a corporation not for profit under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of the corporation.

WITNESS my hand and seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 1981.

\_\_\_\_\_

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES

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ACCEPTANCE OF TRUST

We, the undersigned, having been named in the foregoing Declaration of Trust as the original trustees, hereby declare that we have this day received from Sanibel-Captiva Rotary Club, Ind. The sum of Ten Dollars (\$10.00) and hereby agree to hold same, and any additions thereto, in trust and shall administer, use and dispose of the trust estate exclusively for the uses and purposes, and subject to the provisions set forth in the foregoing Declaration of Trust.

IN WITNESS WHEREOF, the undersigned have executed this Acceptance of Trust on the \_\_\_\_\_ day of \_\_\_\_\_, 1981.

\_\_\_\_\_  
George Brauch, Trustee

\_\_\_\_\_  
MARK C. WEBB, Trustee

\_\_\_\_\_  
STANLEY RITTER, Trustee

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared George Brauch to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official sear in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

\_\_\_\_\_

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES

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FIRST AMENDMENT TO THE DECLARATION OF TRUST OF  
THE SANIBEL-CAPTIVA ROTARY TRUST FUND

This is the First Amendment to the Declaration of Trust for the Sanibel-Captiva Rotary Trust Fund dated July 6, 1981, (the "Trust"), between Sanibel-Captiva Rotary Club, Inc., as Grantor, and George Brauch, Mark Webb, and Stanly Ritter as Trustees (referred to in this amendment, including any successor Trustee or Co-Trustee, and the "Trustees"). This amendment is dated and will be effective as of \_\_\_\_\_, 2008.

In accordance with the right of amendment granted in Article IV of the Trust, we, the successor Trustees hereby amend the Trust as follows:

1. There shall be an additional section, labeled Section G to Article III which shall read:

"G": Sanibel-Captiva Rotary Club Endowment:

A portion of the corpus held under this trust held under this trust shall be deemed the Rotary Club of Sanibel-Captiva Endowment Fund. This Fund shall exist for the purpose of generating interest and/or dividends or other increases through investment of said corpus. Said portion of the trust shall consist of funds donated to the Trust by the Club, its members or any third party specifically designated as Endowment Funds and restricted for the purpose of constitution part of this Endowment. This Fund shall initially be administered by the Rotarty International Donor Advised Fund, but the trustees may select another manager similarly situated upon a vot of two-thirds of their board. . At no time shall the trustees used restricted Endowment funds for any other purpose, no may any portion of the corpus of the restricted endowment be donated or granted to any other entity except upon dissolution of this trust in accordance with Section D of this Article. Any interest, income, or increase generated as a result of the investment of the restricted endowment portion of this Trust shall accrue to the unrestricted portion of the corpus of this trust, and shall be administered as set forth herein. On an annual basis, the Trustees shall report to the Club's Board of Directors the amount of said increase, interest, profits, or income, and upon recommendation of the Board determine whether to reinvest the increase back into the restricted Endowment Fund, or disburse it in accordance with the terms of the Trust.



From time to time the Trustees may co-mingle Endowment Funds with unrestricted funds for the purpose of investing them in a common account or scheme. Said unrestricted funds do not lose the character of being unrestricted by virtue of being commingled, but may (along with any increase attributable to the unrestricted portion of said investment) be withdrawn at any time by virtue of the exercise of the discretion of the Board of Trustees.”

IN WITNESS WHEREOF, we, the undersigned trustees of the Sanibel-Captiva Trust Fund do hereby execute this amendment of Declaration of Trust as of the date and year first written above.

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\_\_\_\_\_

ATTEST:

\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF LEE

I hereby certify that on this day before me personally appeared \_\_\_\_\_ personally known to me and who executed and acknowledged before me the foregoing instrument.

\_\_\_\_\_

NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA

Wendy S. Cerdan

Commission # DD673987

Expires: JAN. 09, 2010

BONDED THRU ATLANTIC BONDING CO, INC