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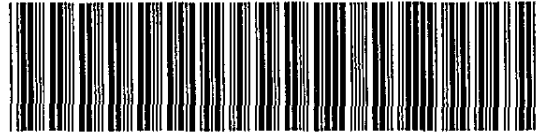
(Business Entity Name)

(Document Number)

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MAY 16 AM 8:38
SECRETARY OF STATE
STATE OF MISSISSIPPI

TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: THE FOUNDATION SOMETHING BETTER IS HERE

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust \$350.00

OPTIONAL:

Certified Copy \$ 8.75

FROM: SAMUEL C. McHORNIE - FL
Name (Printed or typed)

1211 N. W. 26th AVE.
Address

PANPANO PALM, FL 33069
City, State & Zip

(954) 868-8461 / (754) 367-0649
Daytime Telephone number



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

May 5, 2005

SAMUEL C. MOHORNE- EL
1211 N.W. 26TH AVENUE
POMPANO BEACH, FL 33069

SUBJECT: THE FOUNDATION SOMETHING BETTER IS HERE
Ref. Number: W05000022964

We have received your document for THE FOUNDATION SOMETHING BETTER IS HERE. However, the document has not been filed and is being returned for the following:

The affidavit shall be sworn to, as being a true and correct copy, by the chairman of the board of trustees and his/her signature must be notarized. Also, list the name of registered agent in section III of the affidavit.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6934.

Loria Poole
Document Specialist
New Filings Section

Letter Number: 005A00032384

RECEIVED
05 MAY 16 AM 9:20
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY

"FOUNDATION"
THE FOUNDATION SOMETHING BETTER IS HERE

A SIMPLE TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of THE FOUNDATION SOMETHING BETTER IS HERE, a
(Name of Trust)

FLORIDA Trust hereby affirms in order to file or qualify
(State)

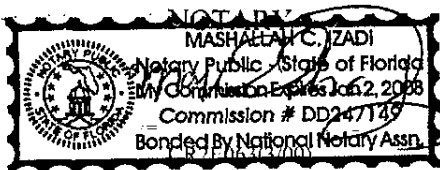
THE FOUNDATION SOMETHING BETTER IS HERE in the State of Florida.
(Name of Trust)

- Two or more persons are named in the Trust.
- The principal address is 2600 DR. KING HAMMONDSVILLE RD.
POMPANO BEACH, FL 33069
- The registered agent and street address in the State of Florida is:
1211 N.W. 21ST AVE. POMPANO BEACH, FL 33069
SAMUEL C. MOHORNE-EL
- 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.

Samuel C. Mohorne-El
(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.

ABNER BOY SHEPHERD
Name: Abner Boy Shepherd
Chairman of the Board of Trustees



Filing Fee: \$350.00
Certified Copy: \$ 8.75 (optional)

FL 5163-002-62-456-0

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
05 MAY 16 AM 8:38
FILED

THE FOUNDATION SOMETHING BETTER IS HERE

a Declaration of Trust

This Declaration of trust is executed in the State of Florida and recognized under Chapter 609 of the Florida Statutes. This Trust is an *inter vivos*, irrevokable, express equity trust.

With

Abner Boy Shepherd, Samuel C. Mohorne-III, & John H. Smith

AS TRUSTEES REPRESENTING THE BOARD OF DIRECTORS

TIN# 05 4532900

THIS AGREEMENT, CONVEYANCE and ACCEPTANCE is made and duly executed at this time and on the date appearing in the acknowledgment attached hereto and in full force and effect through fully set forth herein, by and between, **Abner Boy Shepherd** hereinafter referred to as EQUITY PURE TRUST as THE CREATOR HEREOF and **Samuel C. Mohorne-Kilgus & John A. Shoats**, ACCEPTORS hereof in joint tenancy who shall compose THE BOARD OF TRUSTEES for conducting said business.

THE CREATOR hereby constitutes and appoints the above designated persons to be and in fact, TRUSTEE(S) of the TRUST hereby created and established. THE CREATOR for an full consideration of the objects and purposes herein set forth, the cash sum of **Twenty One Million Silver Dollars** in hand paid and other considerations of value the receipt of which is hereby acknowledged, hereby agrees to arrange for exchange, conveyance or an assignment of said sum to said TRUSTEE(S), IN TRUST - who are to hold legal title in joint tenancy and are to act in common, to collectively act by virtue of this covenant as a BOARD OF TRUSTEES under the name thereunder, dealing in equities, formulae, entities, patents, copyrights, business and other Business desired to be engaged in by said TRUSTEE(S)

This declaration of a TRUST ORGANIZATION
Authorizes its TRUSTEES to Operate Under
The Name of

FILED
05 MAY 16 AM 8:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE FOUNDATION SOMETHING BETTER IS HERE.

PREAMBLE

All parties to this Contract are of lawful age to act and are mentally competent and the parties further acknowledge that they fully understand the obligation imposed upon them and by their signature and seal do hereby accept their obligations under this Contract creating this Trust

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into the Trust. All such assets are to become a part of the trust corpus and are subject to all the terms of this Trust Contract and Indenture.

SECTION 1.7 All certificate holders of this Trust Contract and Indenture shall be listed in the records of the trust record keeper in Schedule "C", and all transfer of certificates shall be recorded in the records of this Trust Contract and Indenture, pursuant to Article 8 of this Contract and Indenture. The records shall include the certificate holders and the number of capital units held by each certificate holder, and shall be signed by the Trustee(s) or Record Keeper.

SECTION 1.8 All attachments, amendments, or resolutions necessary to the operation and preservation of the trust will be made a part of this Contract and Indenture and any amendments and approval of said documents the trust record keeper shall enter them into the records of the trust.

ARTICLE TWO DEFINITIONS

SECTION 2.1 The following words and phrases used herein shall be defined as follows as pertains to this Trust:

BENEFICIARY: The Citizen, Person, or entity who holds a capital unit and is entitled to receive income or assets of the Trust upon distribution or termination.

CAPITAL UNIT: A certificate indicating the percentage of income or assets to be received by a beneficiary.

CREATOR: The Citizen or Person that causes this Trust to begin and exist by its act or will.

GENDER: Where appropriate, words of the masculine gender include also the feminine and neuter, words of the feminine gender include the masculine and neuter, and words of the neuter gender include the masculine and feminine.

INCAPACITATED: If any party to this Trust Contract comes under a legal disability, or reason of illness or accident, and suffers either a mental or physical disability that, in the written opinion of two doctors currently practicing medicine, makes said party unable to properly manage their affairs, they shall be deemed incapacitated for the purposes of this Contract.

PERSON: Includes natural born Citizens, persons and legal entities.

PROTECTOR: The Citizen or Person who acts in the best interests of the certificate holders and insures that the independent Trustee(s) act in accord with the Trust Contract and Indenture and the intent of the Creator.

REHABILITATION: If any party deemed incapacitated under the definition of incapacitated shall be deemed rehabilitated and no longer under a legal disability, in a written opinion of any two doctors currently practicing medicine they are able to properly manage their affairs, upon their rehabilitation, that individual shall resume the duties and powers they had prior to their incapacity and their successors shall relinquish all powers and be removed from office.

SINGULAR & PLURAL: Where appropriate, words used in the plural will include the singular and vice-versa.

TRUSTEE: The term "Trustee"(s) refers to the single, multiple and success or trustees who at any time may be appointed and acting in a fiduciary capacity under the terms of the

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agreement. The Citizen or Person that holds the assets as corpus of this Trust subject to this Contract and Indenture and its conditions and terms for the benefit of the capital unit holders/beneficiaries.

SECTION 2.2 For the purpose of this Contract no terminology used herein shall be construed as to invoke any jurisdiction other than common law. It is expressly intended that no statutory, equity, admiralty and maritime or military jurisdiction be invoked by the use of any language, article, section or subsection of this Contract. All other words used in this Contract shall be defined and construed from Bouvier's Law Dictionary, 1962 edition.

ARTICLE THREE DECLARATION OF PURPOSE

SECTION 3.1 The purpose of this Trust organization is to preserve and manage and administration of the assets of the Trust by Citizens, natural persons, or entities acting in a fiduciary capacity to preserve, conserve, maintain, develop and expand the assets for the benefit of the beneficiaries in whatever manner so designated or allowed by law and this Contract unless specifically prohibited herein.

ARTICLE FOUR INTENT AND AGREEMENT

SECTION 4.1 Nothing contained herein shall be construed as an attempt to evade or contravene any law or tax, nor to delegate to its use any special power, before or afterwards, as corporate law or to a franchise of incorporation. The expressed intent of the Parties herein is to create a Trust for the benefit of the Trust Capital Unit Certificate Holders to begin at once and not deferred until after the death of any Creator. In administering the Trust assets according to the Trust Contract and Indenture, and as a part of the consideration of the Contract, the Creator and Trustees shall act solely upon their rights under the Common Law of the United States of America, the powers, immunities and limitations of this instrument, and their rights under the Statute and Code entered to in Article I Section I of this Contract.

ARTICLE FIVE DOMICILE AND NAME

SECTION 5.1 This Trust shall be originally domiciled in the State of Florida and shall be interpreted and construed under the common laws of the United States of America and Florida in comportment with the Constitutions referred to in Article I Section I of this Contract. The name of this common law Contract Trust is: **THE FOUNDATION SOMETHING BE BETTER IS US**

SECTION 5.2 This Trust is domiciled in Florida.

ARTICLE SIX
BENEFICIAL ENJOYMENT

SECTION 6.1 Each distribution, whether a payment of income or principal from trust corpus assets, or any other action affecting the beneficial enjoyment of the principal assets of Trust, shall be approved and exercised only by an independent Trustee(s), that is, by a Trustee(s) of whom it can be said that he or she is not related to or otherwise a subordinate party subservient to the wishes of the Creator or their designees or their duly appointed agents.

ARTICLE SEVEN
RESTRICTIONS

SECTION 7.1 Nothing herein contained shall be construed to authorize the issuance of certificates for the capital units of this Trust in excess of the number hereinafter stated. In no event shall the number of capital units exceed one hundred (100).

ARTICLE EIGHT
CERTIFICATES AND CAPITAL UNITS

SECTION 8.1 The Trust certificates, as a convenience and for the purpose of dividing the trust are divided into one hundred (100) capital units or parts thereof. They are non-transferable, non-taxable, non-negotiable, and have an undeterminable value. No certificate holder may transfer any unit or part thereof to anyone else without the unanimous approval of the Board of Trustees and the approval of at least one other capital unit certificate holder or the Protector, so long as no other certificate holder exists. Ownership of a certificate and the capital units represented thereby shall not entitle the holder to any equitable or legal title in or to the assets comprising the Trust, or any say or power in the management thereof.

SECTION 8.2 No capital unit certificate shall be subject to or liable for attachment, execution, or any other processes of law. No capital units certificate holder shall have the right to encumber, hypothecate, or alienate his/her interest in this Trust, voluntarily or involuntarily, in any manner whatsoever. This Trust may only be terminated with the unanimous consent of all Trustees and approval of all of the current certificate holders which shall be reduced to a number of capital units unless through distributions that number has been reduced.

SECTION 8.3 It is the Creator's expressed intent that if any capital unit certificate holder of this Trust shall contest in any court the validity of this Trust, its management, or in any manner attempt to nullify or set aside this Trust or any of its provisions, the Trustees shall be authorized to defend, at the expense of the Trust, any contest or attack by a capital unit certificate holder.

other person or entity challenging the validity of the Trust or of any of its provisions. Any final judgment or order of any court of any jurisdiction evidencing a challenge to this Trust by a capital unit certificate holder shall automatically terminate such certificate and the capital units shall be deemed to have been sold to the Trust and divided and distributed to the remaining certificate holders. It may also be a condition of any such judgment or order that the certificate holder pay the costs of the proceedings.

SECTION 8.4 Any third party may rely upon the list of capital unit certificate holders contained in Schedule "C" in all transactions with the Trustee(s) or on behalf of the Trust. The list is intended to represent a clear and definite means for the ascertainment of the beneficial owners of this Trust.

SECTION 8.5 Any capital unit certificate holder may waive rights to any portion of the income or corpus assets by a declaration of such waiver delivered to the Board of Trustees prior to the date when such distribution shall take place. If a certificate holder declares such waiver, it shall be as if such certificate holder did not hold any capital unit, except that any certificate holder shall be entitled to any distribution not specifically noted in such waiver. As to all distributions hereunder, the Board of Trustees shall be the sole judge of the date or dates during the calendar year when any distribution shall be made.

SECTION 8.6 Respecting all distribution rights, the degree of relationship of any certificate holder shall be determined by the number of capital units held at the time of distribution. Any benefit to a certificate holder under a Trust estate settlement shall form or constitute a portion of the communal or joint estate of such certificate holder but shall remain the separate and exclusive property of said certificate holder; should such certificate holder be married or cohabit in a community of property, then any benefit shall be expressly excluded from the community, and if the certificate holder is married, such benefit shall also be free from the interference or control of such spouse.

SECTION 8.7 If at the time of corpus disbursements or income payments a certificate holder is deemed incompetent, payment to such certificate holder may be made by any of the following ways as disbursements by the Trustee(s) in the Board of Trustees' discretion in whose opinion will be most beneficial to the certificate holder:

- a). Directly to the certificate holder,
- b). To their legal representative;
- c). To their near relative,
- d). By the Board, making direct payments for the benefit of the certificate holder.

A person shall be deemed incompetent if such person is a minor, or under any legal disability, (as defined in Section 1.1 of this Contract) or if incapacitated so as to make it impossible or impracticable to give prompt and intelligent consideration to business matters. The Board of Trustees may act upon such evidence as it reasonably deems appropriate and reliable, supported or rebutted by reason thereof, including, a receipt from a certificate holder, a lawful grant, signed by a friend or friend which shall be sufficient discharge to the Board of Trustees. The Board of Trustees shall have the authority to utilize an appointed guardian if one has been so delegated in this instrument or any minutes thereof or appoint a guardian for incompetent certificate holders, if it may deem it necessary.

SECTION 8.8 If it is determined that there is income attributable to the Trust, but not distributable, and/or income taxable to this Trust if not distributed to the certificate holders, the Board of Trustees may, but is not required to, distribute such income so as to prevent such income from being taxable to the Trust. The Board of Trustees shall make a determination on an annual basis as to whether or not

FIN# 05 4532900

trust organization is subject to any tax, and, if so, whether it will be considered a corporation for that year in accordance with any tax it might be subject to for that year. If after any distribution, any income remains, it shall be deemed to be principal and allocated to the corpus of this Trust. The Board of Trustees shall make a determination as to the existence or the non-existence of distributable income at convenient intervals not greater than annually.

SECTION 8.9 At the creation of this Trust, all capital units shall be issued to the Board of Trustees to the Creator unless in a concurrent writing the Creator directs such and that any such units be issued to a designee indicated or to be indicated by him. The initial and any subsequent and any subsequent re-issues of capital units shall be recorded by the Board of Trustees on the records of this Trust. Such records and certificates issued shall be conclusive proof of the residence holder of any capital units issued by the Board.

ARTICLE NINE CHALLENGE TO TRUST

SECTION 9.1 This Contract shall be construed and regulated under the laws of the United States of America and in comportment with the Constitutions enumerated to Article I, Section 1 of this Contract. This Trusts proper venue and jurisdiction for any actions at law shall be those courts operating under Article Five of the Florida Constitution or Article Three of the Constitution for the United States of America. Proper venue shall only be with any Court operating in its full judicial capacity at law.

ARTICLE TEN CONTRACT SURVIVAL CLAUSE

SECTION 10.1 Any article, section or subsection of this Contract that is challenged at law and lawfully and found to be illegal, unlawful, void or unenforceable for any reason whatsoever at law shall only apply to that article, section or sub-section and does not invalidate this Contract or terminate this Trust. This Contract, the Trust created by it, and all other provisions hereof shall remain in full force and effect.

SECTION 10.2 This Trust is created by invoking the Constitutionally guaranteed rights set forth in Article I Section 1 of this Contract to this Contract and the Trust is created in accordance with its creation in the Constitutions, enumerated in Article I, Section 1 of this Contract and the Common Law. In the event any disagreement, dispute, or controversy arises between the parties to this Contract or any challenge is made as to legality of this Contract, it must be procedurally adjudicated in a common law Court operating as an Article III Federal Court or Common Law (Federal) or Article V Judicial Court (State of Florida). No other courts or tribunals shall be recognized by this Trust Contract or its Trustee(s) as to disputes between the parties hereto. The parties hereto preserve all their rights and privileges accruing hereunder in accordance with and to all those rights and privileges guaranteed under the Constitutions for Florida and for the United States.

EIN# 05 4532900

States of America. Specifically their rights to seek remedies in any court of competent jurisdiction, and the right to a trial by jury pursuant to, and as defined in the 7th Amendment to the United States Constitution.

ARTICLE ELEVEN DURATION AND RENEWAL OR TERMINATION

SECTION 11.1 This Trust shall expire at the end of twenty-five (25) years from the date of this Contract and Indenture unless it is terminated sooner in accordance with the provisions of this Contract and Indenture. It is recognized that the "rule against perpetuities" does not apply to this Trust; however, if this Trust is found to be within any jurisdiction and is recognized as a valid trust in a competent jurisdiction and venue with respect to the issue of remoteness of vesting, duration, or a similar rule and the applicable law has shorter requirements than the rule against perpetuities, and is found deficient in any applicable law, the shorter requirement at law shall be applicable and that then shall be the intent of the Creator.

SECTION 11.2 This Contract and Indenture shall be renewable prior to the expiration and for any reasonable term, not to exceed the original term, so long as it is determined by the Board of Trustees to be in the best interests of the certificate holders and so long as they are in agreement with the renewal. If any certificate holder objects to renewal, the Board of Trustees shall cause to be distributed to the objecting party such portion of the assets as he would have been entitled to had the Trust terminated or expired and the Board of Trustees may continue the Trust with the remaining corpus and certificate holders. Upon decision to renew, a resolution of renewal shall be entered in the minutes of the Trust. Any vote concerning renewal shall take place not more than 180 (one Hundred Twenty) days nor less than 30 (thirty) days from the date this Contract and Indenture is due to terminate.

ARTICLE TWELVE SPECIAL INSTRUCTIONS

SECTION 12.1 See Exhibit One, if any

ARTICLE THIRTEEN TRUSTEES

SECTION 13.1 The Trustees shall be ascertainable by written appointment and by their acceptance executed and filed in accordance with the requirements set forth herein. The Trustees shall hold all assets of the trust in allodum or in fee simple or the highest form of absolute fee title ownership then available and in joint tenancy with the trust. The First Trustee(s) shall be the executive Trustee(s) and any Successor Trustee(s) that may be added shall comprise the remainder

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Trustees for conducting the affairs of this Trust. The Trustee(s) may appoint any successor Trustee(s), and shall increase or decrease the number of Executive Trustee(s) as appropriate to the needs of the trust. Any Trustee(s) appointed or succeeding at any time hereunder may be a (Trustee) or the individual may be any domestic person, corporation, trust company, a trust, bank, or Trustee(s) or any other person, regardless of the nature, scope, or intent of the person's functions or powers of authority.

SECTION 13.2 The First Trustee, Executive Trustee(s), and Successor Trustee(s) of the Trust shall maintain an independent Trustee(s) status at all times. The Trustee(s) shall be subject to that standard in the performance of duties on behalf of this Trust as provided by law or regulation.

SECTION 13.3 No Trustee(s) or Successor Trustee(s) or Agent(s) shall be liable for any acts of or omissions of any other or prior trustee(s) or agent(s).

SECTION 13.4 No successor Trustee(s) shall be personally liable for any act or omission of any act required or necessary by him/her or his/her predecessor. With the approval of the successor Trustee(s), the successor Trustee(s) may accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee(s) without incurring any liability for so doing.

SECTION 13.5 Upon the death, resignation, or removal of the Trustee(s) or Successor Trustee(s) will be appointed or elected to the Board of Trustees. Should the entire Board of Trustees become vacant, the successor Trustee(s) shall be automatically appointed as Trustee(s) of this Trust.

SECTION 13.6 The Trustee(s) shall exercise exclusive management and control of the Trust's assets and shall have the power to appoint others as necessary to do same.

SECTION 13.7 The Trustee(s) **Abner Boy Shepherd, Samuel C. Mohorne, Jr., & John H. Shoats** shall hold office and shall, unless otherwise stated, exercise exclusively the management of trust assets and affairs. All major actions and decisions on the part of the trust shall be made by the Trustee(s) acting in their exercise of powers of the Trustee(s) dealing with the assets of the trust. The Trustee(s) may apply or disregard the principle of investment diversification or the establishment of reserves for depreciation and depletion.

SECTION 13.8 Each Trustee(s) shall be given an Attachment acknowledging their appointment and shall sign an attachment evidencing their acceptance of the duties and obligations of this Contract.

SECTION 13.9 The Trustee(s) may be removed from office by the action of the Trustee(s). However, the Trustee(s) may remove from office any other Trustee(s) or the Trustee(s) or removal cause to be determined by said Trustee(s). The grounds for the removal may be kept confidential. In the case of the removal of an independent Trustee(s), the only other person who can be appointed in the stead thereof shall be another independent Trustee(s).

SECTION 13.10 If a Trustee(s) resigns or is removed from office, he or she will voluntarily submit a letter of resignation and it shall be made a part of the Trust records hereof. No Trustee(s) shall resign, if he or she is the last remaining Trustee(s), until a successor Trustee(s) is appointed. The letter of resignation shall be maintained by the trust record keeper in the trust records. Any party to whom the letter of resignation is shown may rely upon the validity of that letter as to the true state of affairs with respect to the trust. Any Trustee(s) may resign at any time by written notice to the Board of Trustees, or, if he/she be the last Trustee, to the Protector in writing, except that the Trustee(s) shall not resign until at least one successor Trustee(s) has been appointed and accepted for appointment.

TIN# 05 4532900

A resigning Trustee shall, at the request of the successor Trustee hereunder, promptly deliver such records, assignments, transfers and other instruments as may be reasonably required for fully vesting in such successor Trustee all corpus assets including the entire estate, all right, title and interest, legal and equitable, in the assets held hereunder. Every successor Trustee shall have all the powers of the originally named Trustee.

SECTION 13.11 TRUSTEE(S) POWERS

a). **THE TRUSTEE(S)** shall have any general powers, and shall have all the powers recognized by law and shall have the power to carry out the purpose of the Trust as intended herein to this Contract and Indenture and subject to the discharge of their fiduciary obligations created hereunder. The Trustees shall have the following specific powers and discretions, whether now or hereafter conferred by law or this contract unless otherwise specifically restricted by the Trust Contract and Indenture or irrevocable minutes made a part hereafter.

b). **THE TRUSTEE(S)** shall have the power to determine and allocate what is principle (corpus) and what is income; the power to distribute income or corpus; the power to distribute, diversify, change, liquidate or otherwise run the Trust.

c). **BANKING: THE TRUSTEE(S)** is authorized to obtain and maintain any services necessary to the operation of this Trust, act as signatory for the Trust for all banking, including savings, money market accounts and for all safe deposit boxes, wherever these may be situated. The Trustee, Trust Officer(s) or Agent(s) are authorized to exercise a general lending power to make or receive loans to or from any person without regard to interest or security.

d). **BROKERAGE: THE TRUSTEE(S)** shall have the power to trade in securities of any nature or any country, including short sales, on margin and for such purposes to buy, maintain and operate margin accounts with brokers open investment accounts and to invest and receive on stocks, bonds, mutual funds, notes or mortgages on property in or outside the United States and to execute, grant, and in all ways participate in options on the same; the power to invest or participate in common trust funds established by any bank, trust company, or life insurance company; invest in variable annuities or life insurance contracts, the power to invest in options, commodities for cash or on margin, or derivatives of such investments and the power to discontinue the practice of investment diversification.

e). **BUSINESS OPERATIONS/PERSONAL PROPERTY: THE TRUSTEE(S)** shall have the power to enter into or have created additional Trusts, incorporate, enter into partnerships, associations or other joint ventures; to execute covenants, agreements, contracts or credits; the power to create servitudes, the power to establish and maintain reserves for depreciation, the power to deal with or secure patents, copyrights, trademarks or the like; the power to continue, operate, manage, sell or liquidate any business or business interest in the trust or that becomes part of the Trust's corpus; to engage the Trust in any business or business activity, which is lawfully carried on; to take whatever steps deemed advisable to effectuate the organization and or dissolution of trusts, corporations, or other entities as deemed necessary; and the power to hold an undivided interest in such businesses or business entities.

f). **REAL ESTATE: THE TRUSTEE(S)** shall have the power to hold, acquire, maintain, lease in an undivided interest, acquire, manage, or sell productive and unproductive property, the power to exchange, deed, convey, assign, hypothecate, invest, loan, borrow and grant options, the power

TIN# 05 4532900

to deal with title and title insurance problems in all situations; the power to pledge to secure loans; the power to lease or rent; the power to make improvements, modifications and alterations; the power to demolish improvements; the power to abandon as worthless; the power to arbitrate; the power to encumber; the power to partition; the power to adjust boundaries of grant, easements, and rights of way; impose conditions and restrictions; the power to dedicate for public use; and to do all the same and the power to seek zoning, rezoning, and variance of nonconforming use to obtain the power to continue mortgage investments after maturity either with or without renewal or extension.

g). **INSURANCE: THE TRUSTEE(S)** shall have the power to carry, maintain, or all kinds, life insurance, fixed or variable, health, accident or disability insurance, or any beneficiary or anyone in whom the Trust has an insurable interest; additionally, the Trust shall carry the following insurance on anyone, any asset, property or business the Trust may have an insurable interest in or on, including, but not limited to: (a) life and income replacement, (b) personal liability, (c) fire, casualty, property damage extended coverage, (d) property title insurance, (e) health and accident insurance and automobile liability coverage for various parties to the Trust and the certificate holder or anyone in whom a certificate holder has an insurable interest.

h). **TREATMENT OF VARIOUS ASSETS: THE TRUSTEE(S)** shall have the power to care for, maintain, repair, improve any asset of the corpus of the Trust or abandon as worthless any such asset; the power to distribute in kind and in divided and undivided interests; the power to buy, sell, or hypothecate, gold, silver, diamonds, and other precious or semi-precious stones or metals or collectibles (i.e., antiques, stamps, etc.)

i). **WORKERS: THE TRUSTEE(S)** shall have the power to contract with executive trustees, managers, agents, private workers, consultants, caretakers, or others; the power to delegate the necessary authority to executive trustees, managers, agents, private workers, consultants, caretakers, or others to perform such required services

j). **OPERATION/TERMINATION: THE TRUSTEE(S)** shall have the power to operate, change, diversify, distribute or otherwise run this Trust; the power to terminate this Trust only with the unanimous approval of all of the current beneficiaries; the Protector and the then existing Board of Trustees.

k). **THE TRUSTEE(S)** shall have the power to amend this Contract and indenture in order to better carry out the purposes and intent thereof, or in order to conform to or comply with any law, rule, regulation, or order of any government body which is lawfully promulgated and that this Trust becomes subject to. Provided, however, that any such amendment may not be inconsistent with the basic purpose and intent, nor in derogation of the fiduciary obligations to the certificate holders of this Trust. Any amendment must be by resolution, recorded in the minutes of this Trust records and, if such amendment is to be irrevocable, it must be so stated and that same shall be a permanent part of this Trust

l). **NOTWITHSTANDING** any other provision in this Trust no action regarding this Trust shall be taken except upon the unanimous consent of the Trustees having authority to exercise that power.

m). **DISCLAIMER PROVISION:** Notwithstanding the foregoing provisions hereof, each Trustee serving hereunder shall have the right, by instrument in writing, to disclaim, release or renounce, at any time and from time to time, any power or beneficial interest granted to

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him by law or under the provisions hereof, provided, however, that no such disclaimer, renunciation, termination or release shall be binding upon any successor Trustee, unless the said disclaimer, renunciation, termination or release is specifically disclaimed, released or renounced such power or powers.

SECTION 13.12 MEETINGS

a). By a regular act of the Trustee(s), meetings may be provided for or stated intervals with or without notice and special meetings may be called any time by the Trustee(s) upon five (5) days written or telephonic notice to all Trustees or Agents. At any regular or special meeting, the Trustee(s) and Agents present in person or by telephonic conference shall constitute a quorum for conducting business provided all actions, decisions and distributions shall only be made by the unanimous vote of the Board of Trustees.

b). No one, other than the Trustee(s) shall have the authority to request the trustee(s) to hold any regular or any special meeting, and the trustee(s) are specifically required to attend and resist any such external pressures.

c). No document, record, bank account, or any other written information concerning the internal affairs, or the operations of this Trust shall be disclosed to any third party, except upon formal written approval of the Board of Trustees given at a regular or special meeting of the Board of Trustees as set forth above.

ARTICLE FOURTEEN **TRUST PROTECTOR**

SECTION 14.1 If the Creator of this Trust desires, a protector may be appointed by the same. The protector shall not be a member of the Board of Trustees. The protector shall have the following powers only:

a). The protector shall approve (1) the removal of any of the original trustee(s) or of the 1st Trustee, and (2) the removal of any successor trustee(s) (3) the protector alone shall be the Trust record keeper shall also, in accordance with Section 1.1, approve the selection of two (2) independent parties, chosen by the Trustee(s), who shall constitute a committee of arbitrators for the purpose of resolving deadlocks and/or disagreements.

b). The protector of this Trust may, at any time, resign by delivering to the Trustee(s) his or her letter of resignation. However, the protector may not resign until a new protector is appointed and has accepted the position as protector with the Trustee(s) being informed of his acceptance in writing. The letter of resignation and the new protector appointment, acceptance and acceptance shall be maintained by the Trust record keeper in the Trust records. Any third party to whom the letter of acceptance or of resignation is shown may rely upon the validity of that letter as the true state of affairs with respect to this Trust.

c). At the request of the Trustee(s), the protector shall approve and shall maintain in the Trust records any and all such documents necessary to change or modify the contract, indenture or minutes to be an irrevocable part of this Trust's Contract and Indenture for the operation and preservation of the integrity of the Trust. The protector shall review any and all documents and

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recommend any changes thereto to the Trustee(s) prior to authorizing or approving the said documents. Upon such authorization or approval, the Trust record keeper shall place the said documents into the records of the Trust and they shall become a part thereof.

d. The Protector shall have no other powers or duties by virtue of this instrument, other than those of the Board of Trustees.

ARTICLE FIFTEEN BENEFICIARIES

SECTION 15.1 Beneficiaries shall be noted on Schedule "C" and a certificate of ownership (including a beneficiary's capital unit(s) certificate or fraction thereof) shall be issued by the Trust record keeper as stipulated in Article Eight. If a beneficiary does not want to be a beneficiary of this Trust for any reason whatsoever, he/she may tender his/her capital units to the Trustees and reimburse any claim he/she may have to said certificate. The beneficiary shall then, in writing, release or terminate any beneficial interest granted to him by the Creator, Exchanger or Trustees, or by any operation of law or under any of the provisions hereof.

ARTICLE SIXTEEN OFFICERS AND MANAGEMENT

SECTION 16.1 The Trustee(s) may effect or appoint executive trustees, managers, agents, private workers, consultants, caretakers and others as the Trustee(s) may deem expedient for proper functioning. Any person may hold two or more offices simultaneously with such duties and functions as they are assigned. The Trustee(s) may contract with executive trustees, managers, agents, private workers, consultants, caretakers, agents, or others to hold funds or assets of the Trust for specific purposes.

SECTION 16.2 In the construction of this Trust and in the administration thereof, the express wording and provisions are to prevail. The Trustee(s) and all others appointed by them shall use just and wise discretion within the expressed provisions of the trust contract and indenture to guide the affairs of this Trust. However, the provisions set forth in this Contract and Indenture as interpreted from time to time by the amendments and resolutions recorded in the minutes of the meetings shall serve as the governing instruments of Trust and the Board of Trustees. The definitions of words shall be as found in Article Two, Section 1 of this Contract.

SECTION 16.3 This Trust may acquire a seal in its name, which seal will be the official seal to be affixed to minutes and all other appropriate documents by the Trust record keeper. The Trustee(s) shall make the decision as to design and content of any seal, if used.

ARTICLE SEVENTEEN
THIRD PARTIES

SECTION 17.1 All third parties, such as banks, brokerage firms, auditing and insurance trust companies or others, who may conduct business with the Trust, may require and receive the validity of the acting Trustees for this Trust. A Memorandum of Trust may be used for this purpose and shall be signed and certified by the Trustee(s) and entered in the records of the Trust by the record keeper.

SECTION 17.2 All third parties may rely upon this letter or form as being a true and accurate account of the state of affairs of the Trust as regarding the care of the assets of the Trust. They shall not be subject to any duty to inquire into the authority for, or propriety of, any action purported to be taken, omissions made, or anything contemplated by the Trustee(s) of the Trust. Any third parties may fully rely upon any written action taken by the Trustee(s). Such written action by the Trustee(s) shall be binding upon this Trust and its assets as fully as if such action had been specifically granted and approved in this Trust instrument. A further purpose of this section is to protect the privacy and confidentiality of the other portions of this Trust instrument from the prying eyes of outsiders.

ARTICLE EIGHTEEN
ADMINISTRATION AND EXPENSES

SECTION 18.1 The Trustee shall have the power to pay out a full and complete Trust fund regarding only those expenses actually incurred in the administration, management, conservation and protection of this Trust and its assets, including, but not limited to, the following:

- a). Reasonable compensation of the executive trustees, managers, agents, private workers, consultants, caretakers or others and any person or entities providing services, utilities or utilities to the Trust;
- b). Expenses in the operation, maintenance, cleaning, repairing and other necessary for the assets of the Trust,
- c). Expenses in the providing of necessary supplies, equipment and materials on behalf of the Trust, either by purchase, lease, rental or otherwise;
- d). Payment of the taxes, charges, assessments of license fees on behalf of the Trust;
- e). Any insurance premiums with respect to policies owned by or on behalf of the Trust;
- f). Legal, bookkeeping, accounting and other professional expense on behalf of the Trust;
- g). All ordinary and necessary expenses in caring for this Trust and its assets.

ARTICLE NINETEEN
DEADLOCKS AND/OR DISAGREEMENTS

SECTION 19.1 In the event of a deadlock, disagreement, impasse or violation of the meaning or application of any part of this Trust Contract and Indenture, which cannot be resolved otherwise, the Trustee(s) may convene a committee of arbitrators to determine a solution. This committee shall consist of two (2) persons, independent of the Trust, appointed by the Trustee(s) and having the final determination thereof. This committee shall have the power, subject to this meeting, and two-thirds (2/3) of the votes, to decide the issue (all Trustee(s) acting as one (1) vote). All such decisions of the committee shall be binding and conclusive upon all parties.

SECTION 19.2 Should any event occur wherein the Trust has entered into any contract with any third party, there will be included in the body of the contract a clause providing that should a dispute arise between the parties, an independent mediator will be called upon to meet with the Trustee(s) and all acting agents in whatever capacity, and the parties involved to come to an amicable conclusion to the matter.

SECTION 19.3 If, after meeting with the mediator, the matter cannot be resolved amicably, matter will be decided by the Protector, if any. If no Protector exists, a separate arbitrator or mediator shall decide the matter.

SECTION 19.4 The costs of the mediator will be divided equally between the Trust and the contracted party. All costs for litigation will be borne by the independent party concerned. Any party will either party seek to be reimbursed by the other party for the costs of litigation.

ARTICLE TWENTY
ASCERTAINABLE STANDARD FOR DISTRIBUTION OF TRUST INCOME

SECTION 20.1 The Trustee may accumulate for or distribute to any certificate holder such portions of the income or corpus of the Trust as the Trustee deem necessary for the support, maintenance, education, medical expenses or emergencies of the certificate holders. The Trustee shall have the power to distribute income and/or principal to the certificate holders, or to make decisions or distributions of the Trust assets in whole or in part for delivery or substitution as is established by the Trustee(s) to be the fair value of the part or portion of the Assets of this Trust, or the Trustee may convert the Trust assets or any portion thereof into cash and distribute the net proceeds to the certificate holders.

ARTICLE TWENTY-ONE
CHARITABLE CONTRIBUTIONS

SECTION 21.1 The Trustee(s) of this Trust is are authorized to make contributions, in whole or in part, for religious, charitable, scientific or educational purposes or for the prevention, cure or relief of blindness or animals.

SECTION 21.2 Any and all persons may add assets to the trust estate by gift, by exchange,

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by will or by deed with the consent of the Board of Trustees and acceptance of such property by the

ARTICLE TWENTY-TWO SPEND THRIFT PROVISIONS

SECTION 22.1 This Contract and Indenture specifically limit the assets of the capital unit by agreement of the parties herein and to the full extent permitted by law, and any Unit certificates issued under this Contract and Indenture shall not be subject to voluntary or involuntary assignment, alienation, pledge, attachment, encumbrance, or the claims of any creditor, including or IRS claims of the certificate holders. This Trust shall hold all assets proximate to the Unit. Trustee(s) and the Trust and no assets/property shall be subject to the personal treatment of the Creator, the Trustee(s), the certificate holders), or any officer(s) or agents of the Trust. No attachment, execution, garnishment, sequestration or other seizure of the capital unit certificate under any legal, equitable or other process shall be recognized by this Contract and Indenture. The interest of a beneficiary in principal or income shall not be subject to the claims of any spouse, the alimony, support or settlement, or to legal process regarding divorce, probate or otherwise, as specifically stipulated in a writing by the Creator or subsequent writing by an authorized member of the Board of Trustees.

ARTICLE TWENTY-THREE TRUST ACCOUNTING

SECTION 23.1 The Trustee or any appointed agents delegated as record keepers shall maintain the books, records, documents and accounts of the Trust. This function may be delegated to a bookkeeper or accountant outside of the Trust, if necessary. The certificate holders shall have the right to inspect any of the books, documents, or other records of the Trust at any reasonable time upon written notice to the Trustee(s) or the Trust record keeper. The Trustee(s) is not required to and need not make any formal accounting to or on behalf of the certificate holders, except upon written demand approved by the Board of Trustees. The Trustee(s) may, however, render an accounting to the certificate holders from time to time for their inspection.

SECTION 23.2 The Trustee shall have the power to determine what is the real or principal (corpus) of the Trust, and to apportion and allocate receipts and expenses and other various items, either income or principal as the trustee(s) sees fit.

ARTICLE TWENTY-FOUR TRUST BOND

SECTION 24.1 No Trustee(s) wherever acting shall be required to give bond or surety, or obtain letters of authority from or the approval of any court in the exercise of any powers which need

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upon him or her, nor shall any Trustee(s) be required to take an oath or to furnish any bond or other security unless the Board of Trustees, by appropriate minute, shall require such bond. Creation expressly waives compliance by Trustee with any law now or hereafter to effect requiring qualification, administration or accounting by the Trustee with or to any court.

SECTION 24.2 If the Board of Trustees requires such bond in the future for any reason, the Trust shall pay the premium or cost of such bond or insurance.

ARTICLE TWENTY-FIVE INSURANCE

SECTION 25.1 The Trustee is empowered to receive and hold any certificate or policy of the life of any person this Trust has an insurable interest in only if after the transfer of such policy or policies to the Trust, the Trust becomes the sole owner and is designated beneficiary of the policy. No person who is an insured individual under the said policies shall then possess any interest in any dividends or other payments derived from such policies while they are in effect.

SECTION 25.2 The Trustee shall have the power to carry insurance of all kinds, life insurance, fixed or variable, health, accident or disability insurance on any beneficiary or person in whom the Trust has an insurable interest; additionally, the Trust may secure the following insurance on anyone, any asset, property or business the Trust may have an insurable interest in or on, including, but not limited to, (a) life, income replacement, (b) personal liability, (c) fire, casualty, property damage extended coverage, income protection insurance, (d) property title insurance, (e) health and accident insurance and automobile liability coverage for various parties of the Trust and beneficiaries or anyone in whom a certificate holder has an insurable interest, Section 13-10(g).

ARTICLE TWENTY-SIX DEATH, INSOLVENCY, BANKRUPTCY CREDITORS

SECTION 26.1 The death, insolvency, or bankruptcy of any certificate holder or the transfer of a certificate by sale, gift, devise or descent upon unanimous approval of the Trustees and the Protector shall not operate as a dissolution of this instrument or in any manner affect the instrument or its operation. Possession of certificates shall not entitle the holder to any legal or equitable title in or to the assets or property, nor any undivided interest herein, nor in the management thereof, nor shall the death of a certificate holder entitle his or her heirs or legal representatives to demand any portion or division of the property of the trust, but said successor may succeed to the same equitable or distributional interest.

SECTION 26.2 Any certificate holder may file a request with the Board of Trustees detailing the disposition of the capital units held by said certificate holder upon the death or dissolution of the said certificate holder. Such request shall be considered in the same manner as other requests for transfers. If upon the death or dissolution of any certificate holder, the

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contained in the minutes of this Trust an approved transfer upon death or dissolution, then upon notice and proof thereof of such death or dissolution to the Board of Trustees, and the receipt of the capital units from the estate of the deceased or dissolved entity by the said Board of Trustees, the Board of Trustees shall note the transfer in the records and issue a new certificate of ownership in an approved transfer. If no such approved transfer exists, transfer of a certificate of ownership of a deceased certificate holder shall be according to the deceased's certificate holder's will or the laws of will.

ARTICLE TWENTY-SEVEN PRIVACY OR PROPRIETARY INFORMATION

This Trust Contract and Indenture is privileged contractual communication protected by the Constitution for the united States of America and all other applicable laws.

SECTION 27.1 The Creator demands, the law allows and all parties to this contract including the Trustee(s), any Protector, all beneficiaries and all other parties to this Trust, agree that all business operations of this Trust are confidential and/or of a proprietary nature and that privacy shall at all times be maintained. This is consistent with Article 13 Section 10(b) of the Contract.

ARTICLE TWENTY-EIGHT CERTIFICATION AND ACKNOWLEDGMENT

SECTION 28.1 This Contract and Indenture, conveyance and acceptance is hereinafter entered into by and between the Creator, who offers in exchange the sum of Twenty One (\$21,000) Dollars of silver of the united States of America, legal money as good and valuable consideration, receipt of which is hereby acknowledged, and all assets and properties, regardless of source, conveyed to this Trust organization, with full title to be held by the through its Board of Trustees, and by the first Trustee(s), who accepts appointment by signed appointment and acceptance and evidenced herein, and who on behalf of the Board acknowledges receipt of the monies and who hereby does exchange to the Creator, good and valuable consideration of one hundred (100) capital units, receipt of which is hereby acknowledged, and all Trust capital units in this Trust as full and adequate consideration in money or monies worth, receipt of which is hereby acknowledged by the Creator.

IN WITNESS WHEREOF, the Creator and the Trustees, by their signatures, do hereby acknowledge the creation and establishment of this Trust and the conveyance, delivery and acceptance of the assets, obligations, and duties as herein contained and assent to all stipulations imposed and expressed in this Contract and Indenture. The intent of this Contract and Indenture to be found in its essence.

NOTWITHSTANDING any other provision of this Trust Contract and Indenture, no power shall be exercised, nor any action taken by the trustee(s) except upon the unanimous consent of all Trustees having authority to exercise that power.

Executed on this the 14th day of March, 2005, in Florida, a state of the Republic of the United

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States of America.

Under penalties of Law, I declare that I have read the foregoing document and that the facts stated in it are true, to the best of my knowledge and belief.

CREATOR: Abner Boy Shepherd

TRUSTEE: Samuel C. Moberg III

TRUSTEE: John H. Shoats

STATE OF FLORIDA)

SS

COUNTY OF BROWARD)

BEFORE ME, the undersigned authority duly commissioned by law, personally appeared **Abner Boy Shepherd**, (*Creator*) known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument as the *Trustee*, who acknowledged that he executed and delivered the same for the purposes and purposes and consideration therein expressed on the date therein mentioned, as their own free and voluntary act, on behalf of the CREATION of and for the ESTABLISHMENT of the herein above trust known as **THE FOUNDATION SOMETHING BETTER IS HERE**.

WITNESS my hand and official seal this 14th day of March, 2005

Subscribed to under penalties of law by the Creator named above who is also acknowledged that she has read the foregoing and executed this instrument freely and voluntarily and that the purposes expressed therein.

NOTARY PUBLIC

Signature of Notary

Affiant Known Discovered

Type of ID _____

Seal

My Commission Expires:

Notary Seal: **John H. Shoats**, Notary Public, State of Florida, Commission # 0013763, Expires July 27, 2006

TIN# 05 4532900

STATE OF FLORIDA

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COUNTY OF BROWARD

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BEFORE ME, the undersigned authority duly commissioned by law, personally appeared **Samuel C. Mohorne-EL, & John H. Shoats**, (*Trustees*) known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the foregoing instrument as the Certifying Trustees, who acknowledged that they executed and delivered the same for the uses and purposes and consideration therein expressed on the date therein mentioned as a correct free act and deed, on behalf of the CREATION of and for the ESTABLISHMENT of the trust, corporate trust known as **THE FOUNDATION SOMETHING BETTER IS HERE**.

WITNESS my hand and official seal this 14th day of March, 2005.

Subscribed to under penalties of law by the Trustees named above who after reading and attest that they have read the foregoing and executed this instrument freely and voluntarily for the purposes expressed therein.

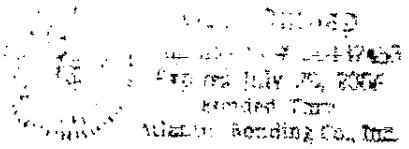
NOTARY PUBLIC

[Signature]
Signature of Notary

Alliant Known Produced ID

Type of ID _____

My Commission Expires:



TIN# 05 4532900

BEFORE ME, the undersigned authority duly commissioned by law (hereinafter appearing **Abner Boy Shepherd**, *(Creator)* known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, as the Trustee, who acknowledged that he executed and delivered the same for the uses and purposes and consideration therein expressed on the date therein mentioned, as their own free act and deed, on behalf of the CREATION of and for the ESTABLISHMENT of the herein above Trust known as **THE FOUNDATION SOMETHING BETTER IS HERE**.

WITNESS my hand and official seal this 14th day of March, 2006.

Subscribed to under penalties of law by the Creator named above who also acknowledged that she has read the foregoing and executed this instrument freely and voluntarily for the purposes expressed therein.

NOTARY PUBLIC

Signature of Notary _____
Gail Dunlap
 Commission # DD157453
 Expires July 29, 2006
 Bonded Third
 Miami Bonding Co., Inc.
 My Commission Expires: _____

Affiant Known Proved to me
 Type of ID _____

STATE OF FLORIDA)
)ss
 COUNTY OF BROWARD)

BEFORE ME, the undersigned authority duly commissioned by law (hereinafter appearing **Samuel C. Mohorne-El, & John H. Shoats**, *(Trustees)* known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the foregoing instrument as the Certifying Trustees, who acknowledged that they executed and delivered the same for the uses and purposes and consideration therein expressed on the date therein mentioned, as their own free act and deed, on behalf of the CREATION of and for the ESTABLISHMENT of an herein above Trust known as **THE FOUNDATION SOMETHING BETTER IS HERE**.

WITNESS my hand and official seal this 14th day of March, 2006.

Subscribed to under penalties of law by the Trustees named above who also acknowledged that they have read the foregoing and executed this instrument freely and voluntarily for the purposes expressed therein.

TIN# 05 4532900
NOTARY PUBLIC

Signature of Notary



Gal Dunlop
Commission # 00107433
Expires July 29, 2006
Notary Public, State of Ill.

My Commission Expires

Affiant ___ Known ___ Produced ID ___

Type of ID _____