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TRANSMITTAL LETTER

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

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-04/11/02-01035-018
****358.75 ****358.75

SUBJECT: ICKABOD ENTERPRISES Fictitious Name Registration

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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

02 APR 11 PM 2:56

FILED

FROM: ICKABOD ENTERPRISES
Name (Printed or typed)

10416 New Berlin Rd. #138

Address

Jacksonville, Fl. 32226

City, State & Zip

904-860-1093

Daytime Telephone number

(Pennies)

14
4/23/02

FILED

02 APR 11 PM 2:56

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

ICKABOD ENTERPRISES

A Private Company 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 ICKABOD ENTERPRISES, a

(Name of Trust)

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

ICKABOD ENTERPRISES, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 10416 New Berlin Rd. #138

Jacksonville, Florida 32226

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

Lawrence J. Bernard 1403 Dunn Avenue Suite 20
Jacksonville, Fl. 32218

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

Donald J. Bailey

(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.

Donald Bailey
Name: Donald Bailey, Executive Trustee
Chairman of the Board of Trustees

NOTARY

OFFICIAL SEAL

CRISTINA MAES

NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires:

01/09/2006

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

I hereby certify that the attached copy is a true and exact copy of the original.

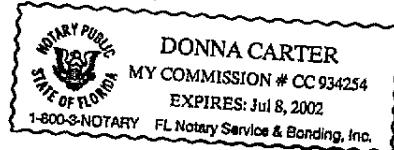
Harriet H. Simmons

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 4th day of April, 2002.

Donna Carter

Notary Public
My Commission Expires:



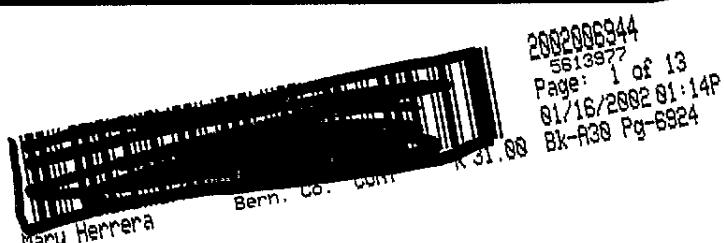
I HEREBY CERTIFY THAT THIS IS A
TRUE AND EXACT COPY OF THE
ORIGINAL DOCUMENT. *[Signature]*

CONTRACT
and
DECLARATION
of a
PRIVATE COMPANY TRUST

This Declaration of a PRIVATE COMPANY TRUST
Authorizes Its Trustees
to Operate Under the Name of

ICKABOD ENTERPRISES

Dated this 14th day of January 2002



I HEREBY CERTIFY THAT THIS IS
A TRUE AND EXACT COPY OF THE
ORIGINIAL DOCUMENT.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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FILED

**DECLARATION OF CONTRACT AND INDENTURE OF A
PRIVATE COMPANY TRUST**

1. This PRIVATE COMPANY TRUST, also known as a CONTRACTUAL COMPANY, created by this Contract and Indenture on this 14th day of January, 2002, is authorized by contract to exist and function by and through its Board of Trustees pursuant to all of the conditions contained herein, with certain assets to be administered by the Trustees for Capital Unit Holders represented by Certificates in accordance with the Right to Contract as secured by the United States Constitution. This PRIVATE COMPANY TRUST shall be known as:

ICKABOD ENTERPRISES

2. The provisions set forth in this Indenture shall serve as the governing instruments of ICKABOD ENTERPRISES and its Board of Trustees.

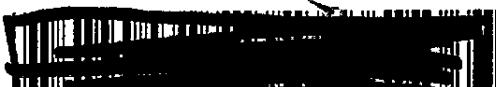
CERTIFICATION

3. This AGREEMENT, CONVEYANCE and ACCEPTANCE made and entered into on the date first appearing above is by and between ADONIS MANAGEMENT SERVICES, hereinafter referred to as "SETTLOR," for the consideration of Twenty-one Dollars (\$21.00) and other valuable consideration, and NEXUS FIDUCIARY FOUNDATION, hereinafter the FIRST TRUSTEE, who hereby accepts all of the property to be conveyed, and the conditions, terms and provisions of this Indenture, and the exchange with the SETTLOR for all the Capital Units in this Contractual Company.
4. SETTLOR does hereby offer to convey to the Board of Trustees of ICKABOD ENTERPRISES certain property, the identity and description of which is presently known to both the SETTLOR and FIRST TRUSTEE, and which shall be further identified and described in the First Minutes of the Board meetings, which Minutes shall be incorporated herein by reference immediately upon its execution; and SETTLOR warrants its authority to transfer such interest in said property as is specified to be exchanged in said Minutes.
5. SETTLOR further designates REGENT TRUST COMPANY, a Contract and Declaration of a Pure Trust, created on the 10th of April, 1997, and filed in the County Recorder's office of Maricopa County, Arizona, file # 97-0239596 whose Notice of Address is filed in the County Recorder's office of Bernalillo County, New Mexico, file #1999023262, Book 9903, Page 3198, hereinafter referred to as "PROTECTOR," shall protect the interests of the

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ORIGINAL DOCUMENT. *BB/S*

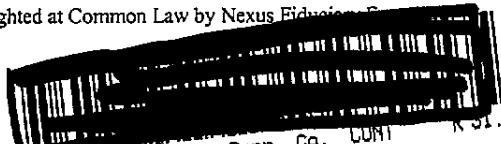
Capital Unit Holders of this PRIVATE COMPANY TRUST. The PROTECTOR, by signing the Acknowledgment hereinafter, agrees to assume the responsibilities and duties as stated herein.

6. The FIRST TRUSTEE, by signing this Indenture, hereby accepts on behalf of the Board of Trustees of NEXUS FIDUCIARY FOUNDATION, a Contract and Declaration of a Pure Trust Organization created on the 20th of February, 1997, and filed in the County Recorder's office of Maricopa County, Arizona, file # 97-0161336, whose Notice of Address is filed in the County Recorder's office of Bernalillo County, New Mexico, file #1999023166, Book 9903, Page 3103, hereinafter referred to as "NEXUS," the property and fees now agreed to and to be set forth in said Minutes and accepts the conditions, terms, and provisions of this Indenture, and agrees to exchange with SETTLOR all of the Capital Units in this Contractual Company, hereinafter referred to as "PRIVATE COMPANY TRUST," for said fees and property, this being neither a gift nor a sale.
7. This PRIVATE COMPANY TRUST shall be domiciled according to the Minutes and shall be interpreted and construed under the laws of the Constitution of the United States of America. The principal location of this PRIVATE COMPANY TRUST, and thereby the controlling interpretational laws under which the PRIVATE COMPANY TRUST shall be construed, may be changed to any state as shall be deemed prudent, wise, necessary, or appropriate by the Board of the PRIVATE COMPANY TRUST.
8. The acceptance and signing of this Indenture by the FIRST TRUSTEE shall constitute the first Board of Trustees of the PRIVATE COMPANY TRUST, and the signing and acknowledging of appropriate PRIVATE COMPANY TRUST Minutes by subsequently appointed Trustees shall constitute their acceptance of this Indenture and the PRIVATE COMPANY TRUST's property in the same manner as the FIRST TRUSTEE, and the assets and emoluments thereof shall immediately vest in any new Trustee as fiduciary without further act or conveyance. The Board of Trustees of NEXUS, at its sole discretion, shall appoint from its Trustees those who shall serve as the Trustees of the PRIVATE COMPANY TRUST, and the Board of Trustees of NEXUS shall increase or decrease the number of Trustees of the PRIVATE COMPANY TRUST appropriate to the business operations.
9. No bond shall be required of the FIRST TRUSTEE, nor shall any bond be required of any future Trustee appointed to the Board of Trustees of NEXUS, unless said Board, by appropriate Minutes, requires such of any newly appointed Trustee.
10. The Board of Trustees of NEXUS shall appoint a Committee of individuals from among their number who are Trustees of NEXUS, which Committee shall then constitute the entire Board of Trustees of the PRIVATE COMPANY TRUST. This Committee shall consist of one or more of the existing Trustees of NEXUS.



I HEREBY CERTIFY THAT THIS IS A
TRUE AND ACCURATE COPY OF THE
RECORDED DOCUMENT. *[Signature]*

11. In order to differentiate between the two different groups, the Board of Trustees of NEXUS is referred to as the "NEXUS BOARD," while the Trustee(s) appointed for PRIVATE COMPANY TRUST shall be referred to as the "COMPANY BOARD."
12. One of the appointed Trustees of the COMPANY BOARD shall be designated "Executive Trustee" of the PRIVATE COMPANY TRUST. If two Trustees are appointed for these purposes, then the Second Trustee shall be given the title "Executive Secretary." The Executive Secretary shall be a Trustee of NEXUS, but serve also with the title of Executive Secretary as far as the PRIVATE COMPANY TRUST is concerned. If there is only one Trustee appointed, then he may use either or both of the titles: "Executive Trustee" or "Executive Secretary." The(se) individual(s) will serve as the entire COMPANY BOARD.
13. The COMPANY BOARD shall then appoint a Secretary who is not a member of the NEXUS BOARD, and who shall not be a member of the COMPANY BOARD, but who may be referred to as the "Secretary" or the "PRIVATE COMPANY TRUST Secretary." The actual naming of the Secretary shall be done by Minute Order.
14. Notwithstanding the title of "Executive Secretary," or "Secretary," or "PRIVATE COMPANY TRUST Secretary," or "General Manager," none of these persons can be the "Custodian of Records" for the PRIVATE COMPANY TRUST. The only Custodian of Records for the PRIVATE COMPANY TRUST is the Executive Trustee, a member of the NEXUS BOARD, or any person he appoints, specifically by Minute Order, to be Custodian of Records for the PRIVATE COMPANY TRUST.
15. Until the Executive Secretary is replaced by the COMPANY BOARD, or the Secretary is replaced by the COMPANY BOARD, either or both the Executive Secretary or the Secretary may attend meetings, or otherwise participate in the Resolutions of the COMPANY BOARD and then attest to and sign Minutes and Resolutions of the COMPANY BOARD.
16. The PRIVATE COMPANY TRUST shall acquire a Seal in its name, and this Seal shall be the official Seal affixed to the Minutes and confirmed by the Secretary, whereas the official Seal of NEXUS shall be affixed when the Executive Secretary is the person who attests to and signs the Minutes or Resolutions. Both persons, or either, may sign, and both Seals, or either, may be affixed to any appropriate document. However, the signature and Seal of either is adequate on any document unless the COMPANY BOARD shall resolve otherwise, for any one, or all purposes.
17. The signature of the Executive Secretary, and the Seal of NEXUS, as the PRIVATE COMPANY TRUST Trustee, shall be required on any document approving or authorizing the sale, transfer or purchase of real property by the PRIVATE COMPANY TRUST. The COMPANY BOARD may, by Resolution, require any other type of transaction, decision or document to include the signature of the Executive Secretary and the Seal of NEXUS.



I HEREBY CERTIFY THAT THIS IS A
TRUE AND ACCURATE COPY OF THE
ABOVE DOCUMENT. *[Signature]*

18. The Secretary shall have the power, upon complaint for proper cause by the General Manager or Assistant Manager (reference Paragraph 37), Secretary, or any other person appointed by the COMPANY BOARD to the PRIVATE COMPANY TRUST, to petition the PROTECTOR to investigate the complaint, as hereinafter set forth in Paragraph 41(b).

AGREEMENT AND INTENT

19. SETTLOR agrees and covenants that it shall not, and has not, engaged in any secret agreements or pre-arrangements of any type with the Trustees of the PRIVATE COMPANY TRUST that obligates SETTLOR to act in any manner other than fair, unbiased and independent fiduciaries in the best interest of the Capital Unit Holders.

20. It is expressly declared that this form of PRIVATE COMPANY TRUST is hereby created by contract and is not a trust agreement by gift, nor a partnership, nor a company by statute, nor an association, nor a corporation, nor a joint venture, nor any entity of statutory nature.

21. This PRIVATE COMPANY TRUST is expressly irrevocable and may not be altered or amended.

22. Nothing contained herein shall be construed as an intent to evade or contravene any applicable law, nor to delegate any special power belonging exclusively to corporate law or to a franchise of incorporation.

23. The SETTLOR hereof requires that as part of the consideration of this Contract, the COMPANY BOARD shall act solely upon the right guaranteed and secured by the United States Constitution to freely Contract, and the immunities granted thereunder, in administering the PRIVATE COMPANY TRUST assets.

24. The COMPANY BOARD shall not be required to obtain approval from any authority in the exercise of any power conferred hereunder and shall not be required to make current reports or any accounting thereto unless otherwise designated in the Minutes. Should it become necessary for a court of competent jurisdiction to protect the administration of the Corpus herein, it too shall be guided by the terms, conditions, purposes and intent of this Indenture and Minutes interpreting the same.

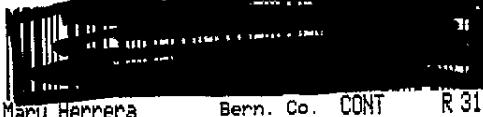
TRUSTEE POWERS

25. The COMPANY BOARD shall have, except as modified by the terms of this Indenture and the Minutes of the COMPANY BOARD interpreting the same, all of the powers of Trustees under the Right to Contract, as well as those specified under the laws of the state of domicile. It shall have the power to make any type of investment for the benefit of the Corpus, to borrow money for any PRIVATE COMPANY TRUST purpose, to encumber property or hypothecate by mortgage or by deed of trust or by pledge, or otherwise take any

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2. TRUE AND ACCURATE COPY OF THE
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measures it deems appropriate to expand the Corpus of the PRIVATE COMPANY TRUST. The COMPANY BOARD is authorized to purchase property, exchange property or to sell property, but always for adequate and full consideration. The COMPANY BOARD shall have power to sell, convey, exchange, convert, improve, repair, partition, divide, allot, subdivide, create restrictions and easements or other servitude thereon; and to lease or sublease for terms within or beyond duration of the PRIVATE COMPANY TRUST. The COMPANY BOARD shall have the power to make loans to any person without regard to interest or security.

26. The COMPANY BOARD may, when deemed necessary by the NEXUS BOARD, obtain licenses, permits and government numbers to conduct the normal and accustomed affairs of business and to fulfill the terms of this Indenture. Such licenses, permits, and numbers will only affect this Indenture on a contract-by-contract basis, and will not affect its overall standing in the Common Law.
27. The COMPANY BOARD is hereby authorized to open and maintain one or more checking, savings, or any other accounts in any financial institution approved by the NEXUS BOARD in the name of this PRIVATE COMPANY TRUST.
28. The COMPANY BOARD shall have all the powers necessary to operate, manage and control the PRIVATE COMPANY TRUST for the benefit of the Capital Unit Holders, and shall take any action which it deems necessary and proper to carry out such purposes, provided however, that the COMPANY BOARD shall not possess any power to take any action contrary or inconsistent with the provisions of the Indenture or Minutes interpreting the same.
29. The COMPANY BOARD shall have full authority to determine what shall constitute principal of the Corpus, gross earnings therefrom, profits distributable under the terms of this Indenture to the Capital Unit Holders, and to allocate profit, and any such determination shall be conclusive.
30. Notice is hereby given to all persons or legal entities doing business with, extending credit to, contracting with, or having a claim against the PRIVATE COMPANY TRUST, that neither the COMPANY BOARD nor any of its properly appointed officers are personally liable when dealing with PRIVATE COMPANY TRUST property or matters, and such persons or legal entities with whom the PRIVATE COMPANY TRUST does business must look only to the assets of the Corpus for payment or settlement of any debt, tort, damage, judgment or decree, or for any indebtedness which may become payable thereunder.
31. No Trustees, or other properly appointed officers, shall be liable for the act or omission of a Co-Trustees, or any other person whatsoever, whether employed by such Trustee or not, or for anything other than their own personal breach of this PRIVATE COMPANY TRUST Indenture and Contract. The Trustees shall, in their capacity as the COMPANY BOARD, and not as individuals, assume or incur only such liability as shall attach to the PRIVATE COMPANY TRUST assets. Other duly appointed trust officers shall, in their official



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capacity, and not as individuals, assume or incur only such liability as shall attach to the PRIVATE COMPANY TRUST assets. This liability shall not in any manner jeopardize the COMPANY BOARD Trustees' or other officers' individual or personal holdings; and for any losses they should suffer for any reason through rendering services for the PRIVATE COMPANY TRUST, they shall be reimbursed from the PRIVATE COMPANY TRUST assets to the same extent as would non-interested persons, excepting therefrom any loss sustained by reason of personal breach of fiduciary duty.

32. Any Trustee is authorized to loan or advance funds to the PRIVATE COMPANY TRUST for any purpose, and any such loan together with stated interest shall be a lien against the property of the PRIVATE COMPANY TRUST and shall be repaid therefrom so long as any such loan or advance is recorded in the Minutes. Any Trustee is further authorized to deal with the PRIVATE COMPANY TRUST in general business matters, provided only that in all such transactions, the Trustee shall retain therein the fiduciary obligation.
33. Funds accruing in the Corpus of the PRIVATE COMPANY TRUST shall constitute its reserve operating funds. The COMPANY BOARD may authorize liquidation of assets for the purpose of adding to said funds. The COMPANY BOARD shall, as it deems proper and necessary, provide for said funds through any type of borrowing, either unsecured or secured. It may also designate third parties to hold funds for specific purposes necessary for the use of the PRIVATE COMPANY TRUST.
34. The PRIVATE COMPANY TRUST shall pay all applicable taxes, assessments, charges, debts, bills and obligations arising out of the maintenance, operation and administration of the PRIVATE COMPANY TRUST. The COMPANY BOARD is further authorized to pay expenses incurred by the General Manager (reference Paragraph 37), and other persons authorized by the PRIVATE COMPANY TRUST while on PRIVATE COMPANY TRUST business.
35. The COMPANY BOARD is authorized to do business in the name of one or more individual Trustees or their delegates, with appropriate reference to their fiduciary capacity, provided that such does not adversely affect the legality of either the business done or the PRIVATE COMPANY TRUST itself.
36. Any person shall be entitled to rely upon a true copy of the original Declaration of Contract and Indenture of this PRIVATE COMPANY TRUST and any instruments duly executed in accordance with the provisions thereof to the same extent as the original document when such copy is unanimously approved by the COMPANY BOARD. An approved Minute of the COMPANY BOARD authorizing its past and/or future actions shall serve as sufficient evidence of its authority to act to those doing business with the PRIVATE COMPANY TRUST. Anyone lending or paying money to the PRIVATE COMPANY TRUST shall not be obligated to see said Minutes.

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MANAGEMENT

37. The COMPANY BOARD shall, at its discretion, have power in connection with the management and control of the PRIVATE COMPANY TRUST to appoint one or more COMPANY BOARD Trustees or qualified non-trustees to the position of General Manager, Assistant Manager, Secretary, and/or other duly appointed position or title. Said duly appointed positions shall have the authority to manage the routine day-to-day operations of the PRIVATE COMPANY TRUST, subject at all times to the approval of the COMPANY BOARD. Each and every person appointed by the COMPANY BOARD must first agree to, and sign, an Oath of Privacy which shall be spelled out in a Resolution of the COMPANY BOARD, and the copies of which, signed by any person, shall be made a permanent, but non-public, part of the records of this PRIVATE COMPANY TRUST.
38. The COMPANY BOARD shall have the power to contract for the services of any assistants, agents, brokers, attorneys, barristers, solicitors, clerks, aides, subcontractors, certified public accountants, investment counsel, or others as it shall deem expedient for the proper functioning of the PRIVATE COMPANY TRUST.
39. Any Trustee or other person may hold two or more offices simultaneously in the PRIVATE COMPANY TRUST. The COMPANY BOARD shall appoint such management as it deems necessary. Reasonable compensation of General Managers or other persons shall be at the discretion of the COMPANY BOARD.
40. The COMPANY BOARD may also delegate to the General Manager the power to select, appoint, dismiss, determine the compensation for, and in general, manage any and all said appointees, who shall report to the General Manager. The General Manager, in such situation, shall use his discretion as to which appointees will be required to read and sign an Oath of Privacy.

REPLACEMENT OF FIRST TRUSTEE

41. The FIRST TRUSTEE (but not individual Trustees), may be replaced in any of the following manner:
 - a) **Resignation.** The FIRST TRUSTEE, at the date of this Indenture, may resign with or without cause at any time by sending a notice of its intention to do so to the PRIVATE COMPANY TRUST principal known office by Certified Mail. However, such resignation shall not be effective unless and until such time as a SUCCESSOR FIRST TRUSTEE has accepted the appointment to assume the duties and responsibilities of FIRST TRUSTEE on the expiration date of the outgoing FIRST TRUSTEE, or thirty (30) days after receipt of the Certified Mail referred to herein above, whichever event occurs first.



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b) **Removal.** The PROTECTOR of the interest of the Capital Unit Holder(s) of the PRIVATE COMPANY TRUST, upon complaint for proper cause by any agent or person appointed by PRIVATE COMPANY TRUST, shall petition a Committee of Arbitrators, to investigate any such complaint.

The Committee of Arbitrators shall consist of two (2) persons independent of the PRIVATE COMPANY TRUST appointed by the PROTECTOR, and one (1) person independent of the PRIVATE COMPANY TRUST appointed by the Secretary, acting through any of its Trustees.

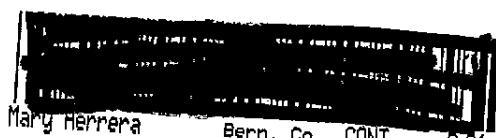
The Committee of Arbitrators shall have the power, upon meeting, investigation, and a unanimous vote, to remove the FIRST TRUSTEE for the following specific reasons which constitute proper cause: (1) insolvency; (2) negligence; (3) incompetence; (4) failure to perform fiduciary duties under the terms of this Contract; or (5) fraud.

All such decisions of the Committee of Arbitrators shall be binding and conclusive on all parties, provided: (1) Five-day written notice prior to such Committee meeting has been given to the FIRST TRUSTEE by the PROTECTOR; (2) a SUCCESSOR FIRST TRUSTEE, who shall agree to and assume the responsibilities and duties of the FIRST TRUSTEE under this contract, is appointed concurrent with the removal of the present FIRST TRUSTEE.

c) **Incapacitation, termination, or death.** In the event there is no designated SUCCESSOR FIRST TRUSTEE and the FIRST TRUSTEE is unavailable to participate in the process of its removal or the selection of a SUCCESSOR FIRST TRUSTEE, the PROTECTOR, as heretofore provided in this Contract, shall have the authority to execute an affidavit under oath setting forth the unavailability of the FIRST TRUSTEE. The affidavit shall be filed in the official records of this PRIVATE COMPANY TRUST, and a copy of the affidavit shall be mailed by Certified Mail to the last known address of the FIRST TRUSTEE. The affidavit shall be filed with the local recorder's office wherein the PRIVATE COMPANY TRUST is currently domiciled.

The PROTECTOR, upon filing the affidavit, shall immediately appoint a SUCCESSOR FIRST TRUSTEE, who upon acceptance of position, shall be bound to all the terms of this Indenture in the same manner of the FIRST TRUSTEE.

42. Changes of trusteeship for any reason shall not dissolve or terminate the PRIVATE COMPANY TRUST.


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AN EXACT COPY OF THE
INDENTURE. *[Signature]*

MEETINGS

43. The COMPANY BOARD shall provide for meetings at stated intervals without notice. Special meetings may be called by one or more Trustees upon three (3) days written notice, which notice may be waived by any or all Trustees. Participation and voting at any meeting may be made by way of telephone or other electronic process as well as physical presence, so long as any such voting is followed with a written report from the non-present Trustee stating the particulars of such vote.
44. All actions, approvals, consents, agreements, and voting by the COMPANY BOARD must be unanimous, subject to proper Resolution and approval by the NEXUS Board.

TERMINATION

45. The PRIVATE COMPANY TRUST shall continue for a term of twenty five (25) years from the date of this Indenture. The COMPANY BOARD shall have continuing authority to act to conclude the affairs of the PRIVATE COMPANY TRUST to the extent necessary beyond the date of termination.
46. Upon termination, the COMPANY BOARD shall pay all remaining obligations of the PRIVATE COMPANY TRUST and distribute the remaining assets to the Capital Unit Holders in direct proportion to the number of Capital Units held. Upon receiving receipts for the distribution of the remaining assets to the Capital Unit Holders, the COMPANY BOARD shall be automatically discharged hereunder, provided that its administration and distributions have been made in accordance with the terms and provisions of the Indenture and Minutes.
47. The COMPANY BOARD may terminate the PRIVATE COMPANY TRUST at a date earlier than the designated term for any reason determined by the COMPANY BOARD.

RENEWAL

48. A Resolution of any renewal of 25 years or less shall be entered in the Minutes of the PRIVATE COMPANY TRUST. If the PRIVATE COMPANY TRUST Indenture has been recorded, notice of renewal shall also be recorded. Any vote concerning renewal shall take place not more than One Hundred Twenty (120) days nor less than Sixty (60) days from the date the PRIVATE COMPANY TRUST Indenture is due to terminate.

CAPITAL UNITS

49. The PRIVATE COMPANY TRUST property and assets shall be conserved, preserved, managed, and increased in financial worth for the benefit of the Capital Unit Holders. The

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COMPANY BOARD shall issue One Hundred (100) Capital Units. Capital Units may not be subdivided by the COMPANY BOARD into units of smaller denomination, nor may smaller denominations be merged into larger ones, but the total Capital Units shall not be less than, nor greater than, the number specified by the COMPANY BOARD. The Certificate of Capital Units shall be transferable.

50. At the creation of the PRIVATE COMPANY TRUST, all Capital Units shall be issued by the COMPANY BOARD to the designee indicated by the Minutes.
51. The initial issue of Certificate of Capital Units shall be recorded by the COMPANY BOARD, as well as any future transfers in the records of the PRIVATE COMPANY TRUST. Such records shall be conclusive proof of the proper Holder of any Capital Units issued by the COMPANY BOARD. These Capital Units, following the initial issue, shall be strictly limited in transferability as set forth below.
52. No title to any of the PRIVATE COMPANY TRUST assets or the profit therefrom shall vest in or to any Capital Unit Holder until the termination of the PRIVATE COMPANY TRUST. The holding of Capital Units does not entitle the Holder to any management power or rights; nor shall the death of a Holder or transfer by a Holder entitle heirs, legal representatives, or transferees to demand a division of the assets of the PRIVATE COMPANY TRUST; nor any special accounting; nor entitle them to any greater rights than that which the former Capital Unit Holder was entitled.

TRANSFER OF CAPITAL UNITS

53. The lawful Holder of any Capital Units, as recorded in the records of the PRIVATE COMPANY TRUST, may by proper writing, surrender to the COMPANY BOARD all claim to such leaving to the discretion of the COMPANY BOARD the possible issuance, or not, of such Capital Units as the COMPANY BOARD shall see fit, taking into account any suggestion made by the previous Holder, and in any event, any transfer is not effective unless and until it has been approved by the COMPANY BOARD. Any such transfer is effective only after the old Capital Units are surrendered to the COMPANY BOARD, the transfer is noted in the records of PRIVATE COMPANY TRUST, and a new Certificate of Capital Units is issued to the new Holder of Capital Units.
54. Any Holder of Capital Units may file a request with the COMPANY BOARD naming any person or persons to whom he desires his Capital Units to be transferred upon his death. Such request shall be considered and approved in the same manner as other requests for transfers.
55. If upon the death of any Holder there is contained in the Minutes of the PRIVATE COMPANY TRUST an approved transfer upon death, then upon proper notice of such death to the COMPANY BOARD and receipt of the old Capital Units, the COMPANY BOARD

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shall note the transfer in the records of the PRIVATE COMPANY TRUST and issue a new Certificate of Capital Units according to such approved transfer. If no such approved transfer appears in the Minutes, then the COMPANY BOARD shall transfer such Capital Units in like manner on a pro-rata basis among the remaining Holders of Capital Units. If there are no remaining Holders alive, nor approved transfer instructions from the former Holders, then the sole Certificate of Capital Units shall be issued to the SETTLOR.

DISTRIBUTIONS

56. If it is determined by the COMPANY BOARD that there is profit distributable to the Holders of Capital Units, the COMPANY BOARD may distribute, but is not required to distribute, said profits. If after any distribution, any profit remains, it shall be deemed to be principal and allocated to the Corpus of the PRIVATE COMPANY TRUST.
57. The COMPANY BOARD shall make a determination as to the existence or non-existence of distributable profit at convenient intervals but no greater than annually.
58. Any Holder may waive a right to any distribution if a written declaration of waiver is delivered to the COMPANY BOARD prior to the date when the distribution is to take place, and such waiver is accepted by the COMPANY BOARD and recorded in the Minutes of the PRIVATE COMPANY TRUST.
59. No future benefit devolving on any Holder under the PRIVATE COMPANY TRUST terms or settlement shall form or constitute a portion of any communal or joint estate of such Holder, but shall be and remain the sole, separate and exclusive property of Holder. Should such Holder be married or marry into community property, then any benefit so accruing shall be expressly excluded from the community property. Such benefit shall also be free from the interference, control, or marital power of any spouse of such Holder. For the purposes of this paragraph, the term "benefit" shall include tangible and intangible property and the provisions of this paragraph shall apply moreover not only to the benefit actually devolving on such Holder, but also to any and all benefits at any time thereafter directly or indirectly acquired by means of the proceeds thereof.

NOTICE

60. Reference herein to the masculine gender shall include the feminine gender and the singular shall include the plural as is necessary for proper construction.
61. If any sentence, paragraph, clause, section or provision of this Contract and Indenture or the Minutes of the PRIVATE COMPANY TRUST is held to be unenforceable or invalid, it shall not affect any of the remaining provisions, and they shall be given legal effect nonetheless.

THE ACKNOWLEDGEMENT

1 CERTIFY THAT THIS IS A
2 EXACT COPY OF THE
3 DOCUMENT. *JKS*

IN WITNESS WHEREOF, John Michael Crim, TRUSTEE of ADONIS MANAGEMENT SERVICES, the SETTLOR; and Donald Bailey, EXECUTIVE TRUSTEE of NEXUS FIDUCIARY FOUNDATION, collectively as the Board of Trustees of NEXUS FIDUCIARY FOUNDATION, the FIRST TRUSTEE; and Kathie Kirk, TRUSTEE of REGENT TRUST COMPANY, the PROTECTOR, have hereunto set their hands and Seals in token of the creation of the PRIVATE COMPANY TRUST, the conveyance, delivery, and acceptance of property, assets, or other things of value, and of the agreements, obligations and duties as herein assumed by the conditions herein imposed and expressed.

John Michael Crim
John Michael Crim, FIRST TRUSTEE for ADONIS MANAGEMENT SERVICES, the SETTLOR

Donald Bailey
Donald Bailey, EXECUTIVE TRUSTEE for NEXUS FIDUCIARY FOUNDATION, the FIRST TRUSTEE

Kathie Kirk
Kathie Kirk, FIRST TRUSTEE for REGENT TRUST COMPANY, the PROTECTOR

STATE OF NEW MEXICO)
)
) SS
COUNTY OF BERNALILLO)

ON THIS DATE, John Michael Crim, TRUSTEE of ADONIS MANAGEMENT SERVICES, the SETTLOR; and Donald Bailey, EXECUTIVE TRUSTEE of NEXUS FIDUCIARY FOUNDATION, the FIRST TRUSTEE; and Kathie Kirk, TRUSTEE of REGENT TRUST COMPANY, the PROTECTOR; all personally known to the undersigned duly commissioned Notary Public of the STATE OF NEW MEXICO, or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the foregoing instrument, have acknowledged that they executed and delivered the same for the uses and purposes and consideration therein expressed as their own free act and deed on behalf of the creation of and for the establishment of the herein above PRIVATE COMPANY TRUST.

WITNESS my hand and official Seal this 14th of January, 2002.

Mary Herrera
Notary Public

My Commission Expires October 30, 2003.

Mary Herrera
Bernalillo Co. NM
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