

D020000000032

TRANSMITTAL LETTER

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

700006981607--5
-08/08/02--01081--001
***358.75 ***358.75

SUBJECT: Affidavit of the Florida Secretary of State
To File or Qualify

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

700006981607--5
-08/08/02--01081--001
***358.75 ***358.75

FEES:

Declaration of Trust \$350.00

OPTIONAL:

Certified Copy \$ 8.75

FROM: Nancy Smith
Name (Printed or typed)

250 181 Drive #401
Address

SUNNY ISLES BEACH, FL 33160
City, State & Zip

305-931-2199
Daytime Telephone number

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
02 AUG -8 AM 7:38

BR 8/13

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

SMITH CONSTRUCTION GROUP
AMERICAN COMMON-LAW
A DECLARATION OF _____ 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 NANCY SMITH, a

(Name of Trust)

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

SMITH CONSTRUCTION GROUP, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 250 181 DRIVE #401
SUNNY ISLES BEACH, FL 33160

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

NANCY SMITH
250 181 DRIVE, #401
SUNNY ISLES BEACH, FL 33160

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.

[Signature]
(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.

Name:

Chairman of the Board of Trustees

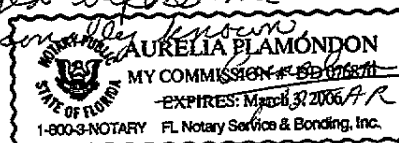
NOTARY

State of Florida
County of Dade

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

CR2E063(3/00)

The foregoing instrument was acknowledged before me this 4th day of
August, 2002 by Nancy Smith, personally known to me.



FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
02 AUG - 8 AM 7:38

Contract and Common Law Declaration of Trust

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
02 AUG - 8 AM 7:38

**This Contract and Common Law Declaration of Trust
Authorizes its Trustees to Operate under the
Name of:**

SMITH CONSTRUCTION GROUP

An American Common-Law Declaration of Trust

This Contract and Common Law Declaration of Trust is executed in the united States of America and shall be interpreted and construed at "Common Law" within the meaning of Article 1 Section 10 of the United States Constitution,

to wit:

"No State shall... pass any... Law impairing the Obligation of Contracts..."
An American Common-Law Trust

With

Sonnie Cobble

AS FIRST TRUSTEE REPRESENTING THE BOARD OF TRUSTEES

TIN # 27-6003304

**TABLE OF CONTENTS
SMITH CONSTRUCTION GROUP**

<u>DESCRIPTION</u>	
	DECLARATION OF TRUST
	TABLE OF CONTENTS
	PREAMBLE
ART. I	CREATION OF TRUST
ART. II	DEFINITIONS
ART. III	DECLARATION OF PURPOSE
ART. IV	INTENT AND AGREEMENT
ART. V	DOMICILE AND NAME
ART. VI	BENEFICIAL ENJOYMENT
ART. VII	RESTRICTIONS
ART. VIII	CERTIFICATES AND CAPITAL UNITS
ART. IX	CHALLENGE TO TRUST
ART. X	CONTRACT SURVIVAL CLAUSE
ART. XI	DURATION, RENEWAL OR TERMINATION
ART. XII	SPECIAL INSTRUCTIONS
ART. XIII	TRUSTEES
	a). Trustee Powers
	b). Trustee Meetings
ART. XIV	TRUST PROTECTOR
ART. XV	BENEFICIARIES
ART. XVI	OFFICERS AND MANAGEMENT
ART. XVII	THIRD PARTIES
ART. XVIII	ADMINISTRATION AND EXPENSES
ART. XIX	DEADLOCKS AND/OR DISAGREEMENTS
ART. XX	ASCERTAINABLE STANDARD FOR
	DISTRIBUTION OF TRUST INCOME
ART. XXI	CHARITABLE CONTRIBUTIONS
ART. XXII	SPENDTHRIFT PROVISIONS
ART. XXIII	TRUST ACCOUNTING
ART. XXIV	TRUST BOND
ART. XXV	INSURANCE
ART. XXVI	DEATH, INSOLVENCY, BANKRUPTCY, CREDITORS
ART. XXVII	PRIVACY OR PROPRIETARY
	INFORMATION
ART. XXVIII	CERTIFICATION & ACKNOWLEDGMENT

TIN # 27-6003304

DECLARATION OF TRUST

TRUST INDENTURE, CONTRACT AND DECLARATION OF TRUST

THIS TRUST, created by this Contract and Indenture, is authorized to exist and function through its Board of Trustees, who are Citizens or Legal Persons holding full titles not as individuals, but collectively as the Board, under the name of:

SMITH CONSTRUCTION GROUP

PREAMBLE

All parties to this Contract are of lawful age to act and are mentally capable to contract. All parties further acknowledge that they fully understand the obligations this Contract encompasses and imposes upon them and by their signature and seal do hereby accept their respective positions in this Contract creating this Trust.

Dated: 10th of May, 2002

TIN # 27-6003304

FILED STATE
SECRETARY OF FLORIDA
TALLAHASSEE, FLORIDA
02 AUG - 8 AM 7:38

ARTICLE ONE CREATION

CREATED BY: Nancy Smith

SECTION 1.1 THE ABOVE named Creator of this Trust hereby declare they intend to and do create a trust by this Contract pursuant to Article 1 Section 10 of the Constitution for the united States of America ratified in 1787 and the Constitution of Florida of 1838, Article 1 Section 19 and Section 27. Additionally recognized by the Constitution of the STATE OF FLORIDA 1990, Article 1 Section 10 and that it is hereby created by this Contract and indenture upon the execution of same on the date first indicated below and that the names of the Trustees shall be set forth in this Trust instrument.

SECTION 1.2 This Trust is authorized to exist by the power of the Citizens entering into this contract, invoking their right to obligate themselves in contract, and this Trust shall function by and through the Board of Trustees, pursuant to all of the terms and conditions contained herein with certain assets to be administered by the Trustee(s) for the benefit of the certificate holders represented by the said certificate.

SECTION 1.3 The creator and others do hereby offer, for the sum of Twenty One (21) Dollars of Silver, to convey to the Board of Trustees of this Trust certain assets, the identity and description of which shall be further identified and described in Schedules A & B, if any, and warrants their ownership and authority to transfer such interest in said assets as herein specified. The first Trustee, by signing this Contract and Indenture and appropriate minutes or attachments, hereby accepts, on behalf of the Board of Trustees, the assets and fees now agreed to and additional assets and fees as to be set forth in the minutes and accepts the conditions, terms and provisions of this Contract and Indenture, and agrees to exchange with the creator all of the capital units in this Trust for the said assets and fees. This being neither a gift nor a sale, the creator hereby constitutes and appoints the first Trustee to be, in fact, a Trustee(s) of the trust hereby created and established. This Trust is further declared to be irrevocable by the Creator and may not be altered or amended in any respect except as hereinafter set forth.

SECTION 1.4 It is expressly declared herein that an Unincorporated Business Trust/American Common-Law Trust (hereinafter referred to as "Trust") by contract is hereby created, and that this organization is expressly not an association or joint stock company, corporation, partnership, joint venture, company (defacto or dejure), or any entity of statute, State or Federal.

SECTION 1.5 The Creator has no possessory interest in the trust, no

TIN # 27-6003304

reversionary interest, and no retained interest whatsoever, nor has the creator engaged in any secret agreements or pre-arrangements of any type with the Trustee(s) of this Trust that obligates the Trustee(s) to act in any manner on their behalf, except as a fair, unbiased, and independent fiduciary in the best interest of the certificate holder, and in strict conformity with the guidelines and the requirements of this Trust Contract and Indenture.

SECTION 1.6 The assets forming the corpus or which will form the corpus of this Trust are itemized or will be as they are acquired and set forth in the various schedules attached to this Trust Contract and Indenture and are incorporated by reference. Attachment "A" shall be used to describe all real property exchanged into the trust. Attachment "B" shall describe all personal property exchanged 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 must be recorded by the trust record keeper in Schedule "C", and all transfer of certificates or changes must comply with this Contract and Indenture, pursuant to Article 8 of this Contract and Indenture and the list of the certificate holders and the number of capital units held by each certificate holder kept current and 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 upon authorization 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 his/her 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

TIN # 27-6003304

disability by 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, etc.

PROTECTOR: The Citizen or Person who acts in the best interest of the capital unit 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 or when, in the 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 relieved of all duties.

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

TRUSTEE: The term "Trustee"(s) refers to the single, multiple and successor Trustee(s) who at any time may be appointed and acting in a fiduciary capacity under the terms of this agreement. The Citizen or Person that holds the assets as corpus of this Trust subject to its 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 Ballentine's Law Dictionary, Third Edition, Copyright 1969 or Black's Law Dictionary, Sixth Edition Centennial Edition (1891-1991).

ARTICLE THREE DECLARATION OF PURPOSE

SECTION 3.1 The purpose of this Trust organization is to provide for the economical 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

TIN # 27-6003304

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 intent to evade or contravene any law or tax, nor to delegate to its use any special power belonging exclusively to corporate law or to a franchise of incorporation. The expressed intent of the Parties to this Contract 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 this Contract, the Board of 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 Constitutions referred to in Article 1 Section 1 of this Contract.

ARTICLE FIVE DOMICILE AND NAME

SECTION 5.1 This Trust shall be originally domiciled in the Republic of Florida, a state of the Union and member of the Republic of the united States of America 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 1 Section 1 of this Contract. The name of this American common law Contract and Declaration of Trust is: **SMITH CONSTRUCTION GROUP.**

SECTION 5.2 This Trust is domiciled in Florida.

ARTICLE SIX BENEFICIAL ENJOYMENT

SECTION 6.1 Each distribution, whether a payment of income or distribution from the trust corpus assets, or any other action affecting the beneficial enjoyment of the property of this 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 this Trust to issue certificates for the capital units of this Trust in excess of the number herein provided. At no time shall the number of capital units exceed one hundred (100) capital units.

ARTICLE EIGHT CERTIFICATES AND CAPITAL UNITS

SECTION 8.1 The Trust certificates, as a convenience and for the purposes of distribution, are divided into one hundred (100) capital units or parts thereof. They are non-assessable, 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 of the Trust if 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 (corpus) of the Trust nor 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 or in any manner whatsoever. This Trust may only be terminated with the unanimous consent of the Board of Trustees and approval of all of the current certificate holders which shall total one hundred (100) 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 Trustee(s) is authorized to defend, at the expense of the Trust, any contest or attack by a capital unit certificate holder or any other person or entity challenging the validity of the Trust or of any of its provisions. The filing in any court of any document evidencing a challenge to this Trust by a capital unit certificate holder will automatically terminate such certificate and the capital units shall be canceled and returned to the Trust and divided and distributed to the remaining certificate holders pro-rata, or as specified by the Board of Trustees.

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

SECTION 8.5 Any capital unit certificate holder may waive rights to any distribution of 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 delivers such waiver, it shall be as if such certificate holder did not hold any capital unit, except that any waiver shall not extend 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 or relationship of any certificate holder shall be determined by the number of capital units held at the time of distribution. No future benefit to a certificate holder under a Trust estate settlement shall form or constitute a portion of any 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 marry in 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 any 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 in 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 lawful 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 without liability by reason thereof, including, a receipt from a certificate holder, a lawful guardian, relative, or a 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 deemed advisable.

SECTION 8.8 If it is determined that there is income distributable to certificate holders and/or income taxable to this Trust if not distributed to the certificate holders, the

TIN # 27-6003304

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 the trust organization is subject to any tax and, if so, whether it will be considered as simple or complex 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 by the Board of Trustees to the Creator unless in a concurrent writing the Creator directs such units or any part of such units be issued to a designee indicated or to be indicated by him. The initial and future transfer and any subsequent re-issues of capital units shall be recorded by the Board of Trustees in the records of this Trust. Such records and certificates issued shall be conclusive proof of the proper 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 Common Law of the united States of America, General Laws of Florida, and in comportment with the Constitutions enumerated in Article 1 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 lie with any Court operating in its full judicial capacity at law.

ARTICLE TEN CONTRACT SURVIVAL CLAUSE

SECTION 10.1 Any article, section or sub-section of this Contract that is challenged legally and lawfully and found to be illegal, unlawful, void or unenforceable for any reason or operation of law shall only apply to that article, section or sub-section and does not invalidate this Contract nor terminate this Trust. This Contract, the Trust created by it, and all other provisions herein remain in full force and effect.

SECTION 10.2 This Trust is created by invoking the Constitutionally guaranteed rights as set forth in Article 1 Section 1 of this Contract to this Contract and the Trust it

TIN # 27-6003304

creates. It exists with its creation in the Constitutions, enumerated in Article 1, Section 1 of this Contract and in American Common Law. In the event any disagreement, dispute, or controversy ensues among the parties to this Contract or any challenge is made as to legality of this Contract. It must be substantively and procedurally adjudicated in a common law Court operating as an Article III Judicial Court at Common Law (Federal) or Article 5 Judicial Court (state). No other jurisdiction 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 including but not limited to all those rights and privileges guaranteed under the Constitutions for Florida and for the united States of America. Specifically their rights to seek remedies in any Court of competent jurisdiction and the right to a trial by jury.

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 reviewed by a court of competent jurisdiction and venue with respect to the issue of remoteness of vesting, undue 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 date for any reasonable term, not to exceed the original term, so long as it is deemed 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 may at its discretion distribute 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 120 (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 Trustee(s) shall be ascertainable by written appointment and a signed acceptance executed and filed in accordance with the requirements set forth herein. The Trustee(s) shall hold all assets of the trust in allodium or in fee simple or the highest form of absolute free title ownership then available and in joint tenancy with the trust. The First Trustee(s), along with any executive Trustee(s) and any Successor Trustee(s) that may be added shall comprise the Board of 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 affairs of the trust. Any Trustee(s) appointed or succeeding at any time hereunder may be a Citizen, natural human being, domestic person, corporation, trust company, a trust, bank, or Trustee(s) of another trust, regardless of the nature, scope, or intent of the person's functions or powers of activities.

SECTION 13.2 The First Trustee(s), Executive Trustee(s), and Successor Trustee(s) of this 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 for fiduciaries.

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 shall be personally liable for any act of or the omission of any act required or necessary by him/her or his/her predecessor. With the approval of the successor Trustee, the successor Trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee without incurring any liability for so doing.

SECTION 13.5 Upon the death, resignation, or removal of the Trustee(s), a 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) shall hold office and shall, unless otherwise stated,

TIN # 27-6003304

exercise exclusively the control of the trust assets and affairs. All major actions and decisions on the part of the trust shall be made by the Trustee(s) acting in the 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 A Trustee(s) may be removed from office by the action of the protector and the remaining executive Trustee(s) only upon cause. 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 sign and 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 third party to whom the letter of resignation is shown may rely upon the validity of that letter as the true state of affairs with respect to the trust. Any Trustee may resign at any time by written notice to the Board of Trustees, or, if he/she be the last Trustee, to the Protector, if any, in writing except if the last Trustee not until at least one successor Trustee has been appointed and accepted his appointment. 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 given the originally named Trustee.

SECTION 13.11 TRUSTEE POWERS

a). **THE TRUSTEES** shall not have any general powers, but shall have the powers recognized by law and shall have the power to carry out the purpose of the Trust established pursuant 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 in addition to those now or hereafter conferred by law or this contract unless otherwise specifically restricted by this Trust Contract and Indenture or irrevocable minutes made a part hereafter.

b). **THE TRUSTEES** 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 TRUSTEES** shall authorize one or more of said trustees, trust officers or agents to obtain and maintain any credit necessary to the operation of this Trust, act as signatory for the Trust for all banking; i.e., checking, savings, money market accounts and for all safe deposit boxes, wherever these may be situated. The Trustee(s), 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 TRUSTEES** shall have the power to trade in securities of any nature or any country, including short sales, on margin and for such purposes may maintain and operate margin accounts with brokers open investment accounts and to invest and reinvest in 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, fixed or variable annuities or life insurance contracts, the power to invest in options, commodities for cash or on margin, or derivatives of luck investments and the power to disregard the principal of investment diversification.

e). **BUSINESS OPERATIONS/PERSONAL PROPERTY: THE TRUSTEES** 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 TRUSTEES** shall have the power to hold absolute title in an undivided interest, acquire, manage, or sell productive and unproductive properties; the power to exchange, deed, convey, assign, hypothecate, invest, loan, borrow and grant options; the power 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 subdivide; the power to encumber; the power to partition; the power to adjust boundaries; grant easements and rights of way, impose conditions and restrictions; the power to dedicate for public use, and to release the same and the power to seek zoning, rezoning, and variance of nonconforming use permits; the power to continue mortgage investments after maturity either with or without renewal or extension.

g). **INSURANCE: THE TRUSTEES** shall have the power to carry insurance of

all kinds, life insurance, fixed or variable, health, accident or disability insurance on any beneficiary or anyone 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 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 beneficiaries or anyone in whom a certificate holder has an insurable interest.

h). **TREATMENT OF VARIOUS ASSETS: THE TRUSTEES** 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 TRUSTEES** 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 TRUSTEES** 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 acting 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 therefore shall be a permanent part of this Trust.

l). Notwithstanding any other provision in this Trust no action regarding the Trust shall be taken except upon the unanimous consent of the Trustee(s) 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 him by law or under the provisions hereof; provided, however, that no such disclaimer, release or renunciation shall be binding upon any successor Trustee, unless the said successor trustee shall similarly disclaim, release or renounce such power or powers.

SECTION 13.12 MEETINGS

a). By a regular act of the Trustee(s), meetings may be provided for at stated intervals with or without notice and special meetings may be called any time by the Trustee(s) upon three 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 upon a unanimous vote of the Board of Trustees.

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

c). No document, record, bank account, or any other written information dealing with 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, if any, shall approve (1) the removal of any of the original trustee(s) and (2) the removal of any successor trustee(s) (3) the protector along with the Trust record keeper shall also 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, if any, 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 chosen, appointed and has accepted the position as protector with the Trustee(s) being informed of the acceptance in writing. The letter of resignation and the new protector appointment, agreement 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, if any, shall approve for entry into the Trust records any and all such documents necessary to change or modify the contract's

TIN # 27-6003304

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 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.

ARTICLE FIFTEEN BENEFICIARIES

SECTION 15.1 Beneficiaries shall be noted on Schedule "C" and as evidence of their being a beneficiary a capital unit(s) certificate or fraction thereof shall be issued by the Trust to them 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 renounce any claim he/she may have to said certificate. The beneficiary shall then, in writing, release or renounce 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 elect 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. Specific definitions of words shall be as found in Article

TIN # 27-6003304

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, lending institutions, trust companies or others, who may conduct business with the Trust, may require an assurance of 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 current Trustee(s). Third parties shall not be subject to any duty to inquire into the authority for, or propriety of, any action taken, or purported to be taken, omissions made, or anything contemplated by the Trustee(s) of the Trust. Such 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(s) shall pay out of the Trust funds 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, articles, or utilities to the Trust;
- b). Expenses in the operation, maintenance, cleaning, repairing and otherwise caring for the assets of the Trust;
- c). Expenses in the providing of necessary supplies, equipment and materials in behalf of the Trust, either by purchase, lease, rental or otherwise;

TIN # 27-6003304

- d). Payment of the taxes, charges, assessments of license fees in 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, in 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 confusion as to the meaning or application of any part of this Trust Contract and Indenture, which cannot be resolved otherwise, the protector, if any, and if not, the first Trustee of this Trust, 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 Protector of the Trust, with the protector having the final determination thereof. This committee shall have the power upon investigation, meeting, and two-thirds (2/3) of the votes, to decide the issue (all Trustee(s) voting as one (1) in this vote). All such decisions of the committee shall be binding and conclusive upon all the 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 indicating that should a dispute arise between the parties, an independent mediator will be called upon to meet with both 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, then the matter will be decided with a trial by jury brought before an Article V Judicial Court of Florida, or an Article III Judicial Court of the united States of America, wherever venue and jurisdiction dictate.

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 parties thereto. At no time 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(s) may accumulate for or distribute to any certificate holder such portions of the income or corpus of the Trust as the Trustee(s) deem necessary

TIN # 27-6003304

for the support, care, maintenance, education, medical expenses or emergencies of the certificate holders. The Trustee(s) 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 valuation 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(s) 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 authorized to make contributions or gifts for religious, charitable, scientific or educational purposes or for the prevention of cruelty to children or animals.

SECTION 21.2 Any and all persons may add assets to the trust estate by gift, by exchange, by will or by deed with the consent of the Board of Trustees and acceptance of such assets by them.

ARTICLE TWENTY-TWO SPEND THRIFT PROVISIONS

SECTION 22.1 This Contract and Indenture specifically limits the assignability of any capital unit by agreement of the parties herein and to the full extent permitted by law, the capital 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 creditors, judgments, or IRS claims of the certificate holders. This Trust shall hold all assets/property in the name of the Trustee(s) and the Trust and no assets/property shall be subject to the personal liability of the Creator, the Trustee(s), the certificate holder, or any officer, or agent of the Trust. No attachment, execution, garnishment, sequestration or other seizure of the capital unit certificates 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 for alimony, support or settlement, or to legal process regarding divorce proceedings unless so specifically stipulated in a writing by the Creator or subsequent writing by unanimous action of the Board of Trustees.

ARTICLE TWENTY-THREE TRUST ACCOUNTING

TIN # 27-6003304

SECTION 23.1 The Trustee(s) or any appointed agents delegated as recordkeeper(s) 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(s) shall have the power to determine what is income or principal (corpus) of the Trust, and to apportion and allocate receipts and expenses and other charges against 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, obtain letters of authority from or the approval of any court in the exercise of any power conferred 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. Creator expressly waives compliance by Trustee with any law now or hereafter in 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(s) is empowered to receive and hold any insurance policies on 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 TRUSTEES shall have the power to carry insurance of all kinds, life insurance, fixed or variable, health, accident or disability insurance on any beneficiary or anyone in whom the Trust has an insurable interest; additionally, the Trust

TIN # 27-6003304

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 to the Trust and beneficiaries or anyone in whom a certificate holder has an insurable interest. See also 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 Trustee(s) 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 representative 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 there is 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 according to such approved transfer. If no such approved transfer exists, transfer of a certificate by a deceased certificate holder shall be according to the deceased's certificate holders' written direction or 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.

SECTION 27.1 The Creator demands, the law allows, and all parties to this

TIN # 27-6003304

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.

ARTICLE TWENTY-EIGHT CERTIFICATION AND ACKNOWLEDGMENT

SECTION 28.1 This Contract and Indenture, conveyance and acceptance is made and entered into by and between the Creator, who offers in exchange the sum of Twenty One (\$21.00) 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 above 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 trustee(s), 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.

NOT WITHSTANDING 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 ~~25th~~ day of ~~June, 2001~~, in Florida, a state of the Republic of the united States of America. ~~10th~~ **MAY 2002**

FIRST TRUSTEE:

CREATOR:

Sonnie Cobble, Trustee
Sonnie Cobble, Trustee

Nancy Smith, Trustee
Nancy Smith, Creator/Trustee

BEFORE ME, the undersigned authority duly commissioned by law, personally appeared **Sonnie Cobble** 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 Certifying Trustee, who acknowledged that he executed and delivered the same for the uses and purposes and

TIN # 27-6003304

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 **SMITH CONSTRUCTION GROUP..**

WITNESS my hand and official seal this 2nd day of Aug, 2002

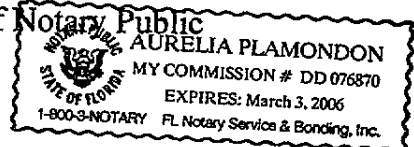
Subscribed to under penalties of law by the First Trustee named above who also acknowledged that he has read the foregoing and executed this instrument freely and voluntarily for the purpose expressed therein.

NOTARY PUBLIC

My Commission Expires: 3/3/06

Aurelia Plamondon
Notary Public
AURELIA PLAMONDON

Printed Name of Notary Public



BEFORE ME, the undersigned authority duly commissioned by law, personally appeared **Nancy Smith**, 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 Certifying 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 **SMITH CONSTRUCTION GROUP..**

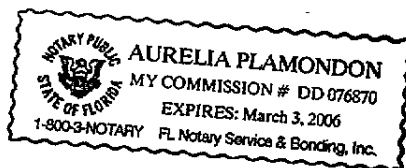
WITNESS my hand and official seal this 2nd day of Aug, 2002.

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

NOTARY PUBLIC

My Commission Expires: 3/3/06

Aurelia Plamondon
Notary Public
AURELIA PLAMONDON
Printed Name of Notary Public



TIN # 27-6003304

**CERTIFICATION AND ACKNOWLEDGMENT
OF THE CREATION AND ESTABLISHMENT OF**

SMITH CONSTRUCTION GROUP

KNOW ALL MEN BY THESE PRESENTS, that this contract, offered and accepted, is made and entered into by and between the Creator and the Trustee listed below. The Creator offered in exchange for the sum of Twenty One (\$21.00) Morgan silver Dollars of silver, as good and valuable consideration, and all properties, regardless of source, conveyed to this Trust organization, with full title to be held by the Board of Trustees; and by the first Trustee, who accepted this appointment as evidenced by his signature below, and who, on behalf of the Board, acknowledges receipt of the above described consideration and who hereby does exchange to the Creator, as good and valuable consideration, all of the capital units in this Trust organization, 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 first Trustee by means of subscribing their signatures below, do hereby acknowledge the creation and establishment of the Trust to be known as **SMITH CONSTRUCTION GROUP** and the conveyance, delivery, and acceptance of property, assets, obligations, and duties as herein contained in the Contract and Indenture and assent to all stipulations imposed and expressed in the contract. It is further agreed that the intent of the contract is to be found in its essence.

Dated on this, the 10th day of May, 2002

Executed on this, the 10th day of May, 2002

Sonnie Cobble, Trustee
Sonnie Cobble, Trustee

Nancy Smith, Creator/Trustee
Nancy Smith, Creator/Trustee

BEFORE ME, the undersigned authority duly commissioned by law, personally appeared **Sonnie Cobble**, 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 Certifying Trustee, who acknowledged that he executed and delivered the same for the uses

TIN # 27-6003304

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 **SMITH CONSTRUCTION GROUP**.

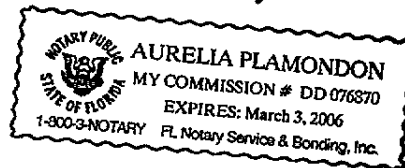
WITNESS my hand and official seal this 2nd day of Aug, 2002.

Subscribed to under penalties of law by the First Trustee named above who also acknowledged that he has read the foregoing and executed this instrument freely and voluntarily for the purpose expressed therein.

NOTARY PUBLIC

My Commission Expires: 3/3/06

Aurelia Plamondon
Notary Public
AURELIA PLAMONDON
Printed Name of Notary Public



BEFORE ME, the undersigned authority duly commissioned by law, personally appeared **Nancy Smith**, 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 Certifying 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 **SMITH CONSTRUCTION GROUP**.

WITNESS my hand and official seal this 2nd day of Aug, 2002.

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

NOTARY PUBLIC

My Commission Expires: 3/3/06

Aurelia Plamondon
Notary Public
AURELIA PLAMONDON
Printed Name of Notary Public

