

02000000034

TRANSMITTAL LETTER

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

SUBJECT: FILE OR QUALIFY ADVANCE POSITIONING MARKETING  
A BUSINESS TRUST.

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

300007336199--1  
-08/26/02--01043--003  
\*\*\*358.75 \*\*\*358.75

FROM: PAUL ESPEL  
Name (Printed or typed)  
1415 DEBBELEN RD.  
Address  
SARASOTA FL 34240  
City, State & Zip  
941-377-9469  
Daytime Telephone number

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
02 AUG 26 PM 2:16

23

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE  
TO FILE OR QUALIFY

ADVANCE POSITIONING MARKETING

A BUSINESS 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 ADVANCE POSITIONING MARKETING, a  
(Name of Trust)

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

ADVANCE POSITIONING MARKETING, in the State of Florida.  
(Name of Trust)

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
02 AUG 26 PM 2:16

1. Two or more persons are named in the Trust.
2. The principal address is 4471 NORTHGATE CT SARASOTA FL 34234

3. The registered agent and street address in the State of Florida is:  
PAUL C. ESPER 1415 DEBRELEN RD SARASOTA FL 34290

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.

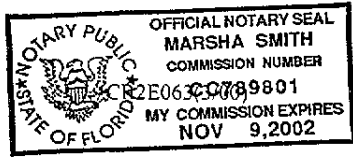
Paul C. Esper  
(Signature of Registered Agent)

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.

PAUL C. ESPER  
Name:  
Chairman of the Board of Trustees

NOTARY

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



DECLARATION OF  
CONTRACT AND INDENTURE  
OF

**ADVANCE POSITIONING  
MARKETING**

non-domestic mailing address c/o: Sarasota, Florida

**A PURE, PRIVATE, IRREVOCABLE, COMMON LAW,  
NON-ASSOCIATED, LIMITED LIABILITY,  
UNINCORPORATED BUSINESS TRUST ORGANIZATION  
(UBTO)**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
02 AUG 26 PM 2:16

THIS Agreement, Conveyance and Acceptance is a CONTRACT under the customs, traditions, and usages of the Christian common law in TRUST FORM, made at the time and place set forth below. This pure, private, irrevocable, common law, non-associated, limited liability, Unincorporated Business Trust Organization, also commonly known or misknown as a "Massachusetts Trust," or as a "Business Trust," "Blind Trust," or as a "Pure Trust," created by this Contract and Indenture, is hereby authorized to exist and function by and through its Board of Trustees, for the benefit of its Beneficiaries named herein, under the name of:

**ADVANCE POSITIONING MARKETING,**

hereinafter termed the "UBTO," and said Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at all times act collectively, not as individuals, but in joint tenancy, in a fiduciary capacity, pursuant to all of the conditions, terms and provisions as herein set forth and according to the vested unalienable Common Law Rights afforded to men. This UBTO is not a trust agreement by gift, nor a partnership, nor a company created by statute, nor association, nor joint venture, nor a corporation. Nothing contained herein shall at any time be construed as an intent to evade any legal duty or contravene any law, nor to delegate any special power belonging exclusively to company law or to a franchise of incorporation by any state or nation or jurisdiction or subdivision thereof.

**ADVANCE POSITIONING  
MARKETING**

*Declaration of Indenture and Trust  
Trust Identification Number: 65-7322171*

**ADVANCE POSITIONING MARKETING**

*Declaration of Indenture and Trust*

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The parties hereto further agree as follows:

**Article One: The Exchange**

**SECTION 1.1 - THE EXCHANGER** hereby agrees and accepts the offer extended by the CREATOR of this UBTO, to wit: as full consideration, cash or cash equivalent calculated at Twenty-one and no/100's Federal Reserve Accounting Unit Dollars (\$21.00) and a Certificate of One Hundred (100) Capital Units of this UBTO, together with the right to direct the initial issuance of all such Capital Units, offered by the CREATOR "at arm's length," in exchange for certain properties described in Minute Number One, herein conveyed irrevocably to the Office of Trustee, which Office shall at all times hold, own, and possess full and absolute title (including, but not limited to, both legal and equitable title) of said properties IN FEE SIMPLE as Fiduciary for the benefit of Beneficiaries named herein, said property to be at all times held and titled to this UBTO, in accordance with the conditions, terms and provisions of this Contract and Indenture, the Resolutions of the Board of Trustees of **ADVANCE POSITIONING MARKETING** interpreting the same.

**Article Two: Properties Conveyed**

**SECTION 2.1 - EXCHANGER** warrant having the authority to transfer such interest in said properties as is authorized to be transferred by the terms of this Indenture. EXCHANGER hereby declares that this Contract and Indenture, as pertaining to the assets herein conveyed and accepted as part of this exchange (and all such assets as shall hereinafter come into the possession of this UBTO), totally and completely nullifies and voids all previous Wills, Testaments, and Trusts of the EXCHANGER.

**Article Three: Appointment of First Trustee**

**SECTION 3.1 - THE CREATOR**, through its Signatory Correspondent, shall name and appoint the First Trustee of this UBTO, subsequent to the execution of the within Contract and exchange, and strictly at his own discretion without and apart from any legal or contractual obligation with regard to any prior arrangement or secret agreement for such between said EXCHANGER and said CREATOR of this UBTO. The identity and appointment of the First Trustee shall timely be recorded and set forth in Minute Number 2, which Minute shall at that time be incorporated herein by reference immediately upon its execution.

**SECTION 3.2 - AS** part of the consideration herefore, EXCHANGER agrees and covenants that said EXCHANGER shall not at any time in any manner change this UBTO Indenture in any manner; nor shall EXCHANGER at any time or in any manner reserve nor retain, by any legal or contractual obligation or arrangement, any reversionary or beneficial interest, or any dominion or control over the principal or incomes of the UBTO Corpus/Estate, nor any power to change in any manner this UBTO Indenture.

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### **Article Four: Situs**

**SECTION 4.1** - THIS UBTO is hereby created and these instruments are executed at or near the location described in the Acknowledgment and Declaration Page of this Indenture and the principle address is set forth and fixed as indicated on said Acknowledgment and Declaration Page. The principle address of this UBTO may be changed at any time to any location by and at the exclusive discretion of the Board of Trustees of **ADVANCE POSITIONING MARKETING** when deemed to be in the best interest of the administration of this UBTO.

### **Article Five: Intent**

**SECTION 5.1** - THE expressed intent of the named Parties to this Contract is to create a UBTO for the benefit of (a) certain Beneficiary/ies, named herein and made a part of this Contract and Indenture, and to provide for a prudent and economical administration of the assets of the UBTO by legal persons acting in a fiduciary capacity, to begin at once and not deferred until after the death or incapacitation of EXCHANGER. It is hereby required that, as a part of the consideration of this Contract, the Board of Trustees of **ADVANCE POSITIONING MARKETING** act solely upon its rights from the customs, traditions, and usages under Christian Common Law, including, but not limited to, the common law of contract, and the immunities vouchsafed thereunder, in administering the UBTO Corpus/Estate according to the terms of the within Indenture.

### **Article Six: Board of Trustees of **ADVANCE POSITIONING MARKETING****

**SECTION 6.1** - THE CREATOR shall, subsequent to the acceptance and execution of the within contract by the parties to it, select, name, and appoint the First Trustee. Upon the acceptance of such Office, the First Trustee's acceptance being signified either by direct signature of the individual or by the signature of the one designated to sign for the First Trustee, said First Trustee by said signature acknowledges acceptance of the provisions of this Indenture. The First Trustee shall at that time constitute the first Board of Trustees of **ADVANCE POSITIONING MARKETING**, which Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at all times have the exclusive power to interpret and construe the intent, meaning, and direction of this Indenture without judicial interference, and the signing and acknowledging of appropriate Minutes by subsequently appointed Trustees shall at that time constitute their acceptance of the Indenture and this UBTO's property in the same manner as the First Trustee, and the assets and emoluments thereof shall at that time immediately vest in any new Trustee as fiduciary for the UBTO Corpus/Estate without further act or conveyance. Thereupon the CREATOR shall at that time immediately withdraw and shall thenceforth have no further effective interest in, or control over, this UBTO or its Corpus/Estate whatsoever.

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SECTION 6.2 - THE Board of Trustees of **ADVANCE POSITIONING MARKETING** may at any time act with only one Trustee. The First Trustee may at any time appoint a Second Trustee, and the Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at any time increase or decrease the number of Trustees as appropriate to the affairs of this UBTO. Any trustee appointed or succeeding at any time hereunder may at any time be an individual man or woman, a corporation, trust company, a trust, bank, or trustee of another trust, regardless of the nature, scope, or intent of the said man or woman's or artificial person's functions or powers of activities.

SECTION 6.3 - ONE of the Trustees shall at all times be designated "Executive Trustee" of this UBTO. If two or more Trustees are appointed, then a second Trustee shall at that time be given the title "Executive Secretary." If there be only one Trustee appointed to the Board of Trustees of **ADVANCE POSITIONING MARKETING**, then said Trustee or signatory for same may at any time use either or both of the titles: "Executive Trustee" or "Executive Secretary."

### **Article Seven: Bond**

SECTION 7.1 - NO Trustee shall at any time be required to obtain letters of authority from, or the approval of, any court in the exercise of any power conferred upon him or her or that office, nor shall at any time any Trustee or signatory for same be required to take an oath or to furnish any bond or other security unless the Board of Trustees of **ADVANCE POSITIONING MARKETING**, by appropriate Minute, shall at that time require such bond/security.

### **Article Eight: Custodian of Records**

SECTION 8.1 - NOTWITHSTANDING the title of "Executive Secretary" or "Secretary" or "Secretary of **ADVANCE POSITIONING MARKETING**," no one serving in the capacity of said office is the Custodian of Records for this UBTO. The only Custodian of Records for this UBTO is the Executive Trustee or any one appointed by same, specifically by Minute Order, to be Custodian of Records.

### **Article Nine: Seal**

SECTION 9.1 - THE Board of Trustees of **ADVANCE POSITIONING MARKETING** may at any time acquire a Seal, in its name, which Seal shall at that time be the official seal to be affixed to minutes confirmed by the Executive Secretary. However, the signature of the Executive Secretary or signature of one designated by same is adequate on any document unless the Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at any time resolve otherwise, for any one or all purposes. This Seal shall never at any time convey any semblance of any corporate or statutory status of this UBTO whatsoever.

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**Article Ten: Signatures Required**

SECTION 10.1 - THE signatures of both the Executive Trustee and the Executive Secretary shall at all times be required on any document approving or authorizing the sale, transfer by exchange, or purchase of real property by this UBTO. The Board of Trustees of **ADVANCE POSITIONING MARKETING** may at any time, by resolution, require any other type of transaction, decision, or document to include the signature of the Executive Secretary and the Seal of the UBTO.

**Article Eleven: Powers of Board of Trustees of ADVANCE POSITIONING MARKETING**

SECTION 11.1 - THE Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at all times have, except as modified by the terms of this UBTO Indenture, the Resolutions of the Board of Trustees of **ADVANCE POSITIONING MARKETING** interpreting the same, all of the powers of Trustees under the customs, traditions, and usages of the Christian Common Law, including, but not limited to, the power

- (a). To make any type of transaction for the benefit of the UBTO Corpus/Estate, to buy, sell, employ employees, contract with independent contractors or subcontractors, underwrite, exchange, or otherwise acquire, hold title to, and/or encumber property of hypothecate by mortgage, or deed, or trust, or pledge, or otherwise take any measures it deems appropriate to expand the capital of the UBTO Corpus/Estate;
- (b). To engage in any other business or business act or activity, as a natural individual, which is not specifically prohibited under any law of the government of the host country or any political subdivision thereof or therein.
- (c). To do all such things as are incidental to this UBTO as the Board of Trustees of **ADVANCE POSITIONING MARKETING** may at any time think conducive to the attainment of all or any of the within objects and intents.

**Article Twelve: Bank Accounts**

SECTION 12.1 - THE Board of Trustees of **ADVANCE POSITIONING MARKETING** is hereby authorized to open and maintain bank accounts for this UBTO. The FIRST TRUSTEE, or any Trustee appointed by the Board of Trustees of **ADVANCE POSITIONING MARKETING**, or any other individual or office/officer appointed by the Board of Trustees of **ADVANCE POSITIONING MARKETING** is hereby authorized to deposit cash or other funds into any such bank checking account, or savings account, or safe deposit box and to make withdrawals from the same. Only one signature shall at any time be required to sign checks or any related bank documents unless specified by subsequent Minute or Resolution.

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### **Article Thirteen: Investment Accounts**

**SECTION 13.1** - THE Board of Trustees of **ADVANCE POSITIONING MARKETING**, directly, or through its designated signatory or signatories is hereby authorized to open any margin account for this UBTO with any securities firm, to buy and sell bonds and government obligations, to buy and sell stocks, buy and sell puts and calls, buy and sell options, buy and sell futures contracts, buy and sell currency, precious metals, and precious gems by any means of ownership or control and/or futures contracts on said commodities, and/or to buy and sell commodities as well as mutual funds. Any one (1) of the Trustees or any one designated by the Trustees may at any time place orders, or order the transfer of funds of this UBTO account/s, or otherwise direct the activities of this, or any, brokerage account opened in the name of this UBTO.

### **Article Fourteen: Taxation Immunity**

**SECTION 14.1** - IT is herein expressly provided that the Board of Trustees of **ADVANCE POSITIONING MARKETING** shall never at any time either possess or exercise any power which would by its possession or exercise cause the income of this UBTO to be taxed as though this UBTO were a Statutory Trust taxable under the provisions of any government or political subdivision thereof, including, but not limited to, the Internal Revenue Code, Title 26, of United States Code.

**SECTION 14.2** - IN THAT REGARD, the Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at all times remain cognizant of the following regulation/s and provision/s of the federal law of the corporate United States:

#### **I. Internal Revenue Regulation, 26 CFR, Section 301.7701-4(b):**

“(b) Business Trusts -- There are other arrangements known as trusts because the legal title to property is conveyed to trustees for the benefit of Beneficiaries; **but which are not classified as trusts for purposes of the Internal Revenue Code**, because they are not simply arrangements to protect and conserve the property for the Beneficiaries.” (Emphasis added.)

#### **II. Restatement of the Law of Trusts, 2d, American Law Institute, Washington, D.C.:**

“The Restatement of this subject does not deal with business trusts . . . .

”*Matters excluded.* A statement of the rules of law relating to the employment of a trust as a device for carrying on business is not within the scope of the Restatement of this subject. Although many of the rules applicable to trusts are applied to business trusts, yet many of the rules are not applied, and there are other rules which are applicable only to business trusts. The business trust is a special kind of business association and can best be dealt with in connection with other business associations.” (pp. 2, 4).



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### **Article Fifteen: Declaration of Principal**

SECTION 15.1 - THE Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at all times have full authority to determine what constitutes principal of the UBTO Corpus/Estate, gross income therefrom, net income distributable under the terms of this Indenture to the Certificate Holders, and to allocate between principal and income, and any such determination shall at all times be conclusive.

SECTION 15.2 - FROM time to time the Board of Trustees of **ADVANCE POSITIONING MARKETING** may at any time make tithes and offerings and/or charitable donation/s from a portion of the net income of this UBTO to those in need and/or to causes deemed worthy by the Board of Trustees of **ADVANCE POSITIONING MARKETING** to receive such charitable contributions. The amount of the donation and the worthiness of the recipient shall at all times be determined solely by the Board of Trustees of **ADVANCE POSITIONING MARKETING**. Said use of funds by the Trust is acknowledged as consistent with the customs, traditions, and usages of the Christian Common Law, and is an action or practice understood to take priority over any distribution/s to the Beneficiary/ies.

### **Article Sixteen: Limited Liability**

SECTION 16.1 - NOTICE is hereby given to all individuals, persons, or legal entities doing business with, extending credit to, contracting with, or having a claim against this UBTO, that the Board of Trustees of **ADVANCE POSITIONING MARKETING** is not individually or severably liable when dealing with Trust property or matters, and such parties must look only to the assets of the UBTO Corpus/Estate for payment of, or for settlement of any debt, tort, damage, judgment or decree, or for any indebtedness which shall become payable thereunder. No Trustee or signatory designated by same shall at any time be liable for the act or omission of a Co-Trustee or any other individual or person whatsoever, whether employed by such Trustee or not, or for anything other than his, her, or its own personal breach of the Trust Contract.

SECTION 16.2 - THE Trustees of **ADVANCE POSITIONING MARKETING** shall at all times, in their collective capacity as the Board of Trustees of **ADVANCE POSITIONING MARKETING**, and not as individual men and/or women, assume or incur only such liability as shall at all times attach to the UBTO assets. This liability shall not in any manner or at any time jeopardize their individual or personal holdings, and, for any fiscal losses they should suffer as individuals for any reason through rendering services as Members of the Board of Trustees of **ADVANCE POSITIONING MARKETING**, they shall at all times be reimbursed from the UBTO properties to the same extent as would non-interested individuals or persons, except for any loss sustained by reason of breach of fiduciary duty.

SECTION 16.3 - IN and upon every written contract, investment, or obligation given or executed by the Board of Trustees of **ADVANCE POSITIONING MARKETING** on behalf of this UBTO, it shall be required that there be therein inserted, or caused to be inserted, a NOTICE to the effect that neither the trustees, nor officers, nor signatories, nor agents, nor Certificate Holders, nor Beneficiaries shall at any time be individually or personally liable when dealing with this UBTO's

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properties or business matters, or for any kind of obligation resulting therefrom, or for any type or class of claim.

### **Article Seventeen: Loans and Advances**

SECTION 17.1 - ANY Trustee of **ADVANCE POSITIONING MARKETING** is authorized to loan or advance funds to this UBTO for any purpose, and any such loan, together with stipulated interest, shall at that time be a first lien against the property of this UBTO, and said loan/s shall be timely repaid therefrom, so long as any such loan/s or advance/s shall have been recorded in the Minutes. Any Trustee is further authorized to deal with this UBTO in general business matters, provided only that, in all such transactions, the Trustee shall at all times retain therein the fiduciary obligation. The Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at all times enter into financial transactions with any Trustee, Beneficiary, Trust Manager, Officer, Executive, or other related individual or person only for stipulated consideration and upon stipulated security.

### **Article Eighteen: Restriction of Investment Interest**

SECTION 18.1 - UNDER no circumstances shall the EXCHANGER at any time have any interest in any investment made by the Board of Trustees of **ADVANCE POSITIONING MARKETING** other than such legal interest as would a stranger to this UBTO in the particular transaction. Nothing in this paragraph shall at any time be construed as conferring power upon the EXCHANGER to reacquire the UBTO Corpus/Estate, or any part thereof, by substituting other property of an equivalent value.

### **Article Nineteen: Operating Funds**

SECTION 19.1 - FUNDS accruing in the Treasury of this UBTO shall at all times constitute the operating funds of the UBTO Corpus/Estate. The Board of Trustees of **ADVANCE POSITIONING MARKETING** may at any time authorize liquidation of assets for the purpose of adding to said operating funds. The Board of Trustees of **ADVANCE POSITIONING MARKETING** shall, at such times and in such manner as it deems proper and necessary, provide for operating funds through any type of borrowing, either unsecured or directly or indirectly secured. The Board of Trustees of **ADVANCE POSITIONING MARKETING** may at any time also designate third parties to hold funds for specific purposes necessary to the use and operation of this UBTO.

SECTION 19.2 - THE use and purpose of such funds shall at all times include, without limitation, the following items:

- (a). Reasonable compensation of the Trustees, Managers, and any person or entity/ies providing services, articles, or utilities to this UBTO;
- (b). Expenses in the operation, maintenance, cleaning, repairing and otherwise caring for the Corpus assets of this UBTO;
- (c). Expenses in the providing of necessary supplies, equipment, and materials related to the

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business of this UBTO, either by purchase, lease, rental or otherwise;

- (d). Payment of property taxes, charges, assessments of license fees, and such like, in behalf of the UBTO;
- (e). Insurance premiums with respect to policies in behalf of the UBTO;
- (f). Legal, bookkeeping, accounting, and other professional expense/s, in behalf of the UBTO.

SECTION 19.3 - THE Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at all times maintain the books, records, documents and accounts of this UBTO. This function may at any time be delegated to a bookkeeper or accountant outside of this UBTO. No formal accounting shall at any time be required to be made to or on behalf of the Certificate Holders and/or Beneficiaries by the Board of Trustees of **ADVANCE POSITIONING MARKETING**.

### **Article Twenty: Use of Other Names**

SECTION 20.1 - IN any matter for which doing business under the UBTO name, i.e., "**ADVANCE POSITIONING MARKETING**," is not deemed to be legal, the Board of Trustees of **ADVANCE POSITIONING MARKETING** is authorized to do business in the name of one or more individual Trustees, with appropriate reference to his, her, its, or their fiduciary capacity provided that such does not adversely affect the legality of either the business done or this UBTO itself.

### **Article Twenty-One: Management**

SECTION 21.1 - THE Board of Trustees of **ADVANCE POSITIONING MARKETING** shall, at its sole discretion, have power, in connection with the management and control of this UBTO, to appoint one of its Trustees, or a qualified non-Trustee, to the Office and/or position of President, General Manager, Assistant Manager, Secretary, Treasurer, and/or other duly appointed position or title. Said duly appointed Officer/s shall have the authority to manage this UBTO, including, but not limited to, the routine day-to-day operations of the UBTO, subject at all times to the approval of the Board of Trustees of **ADVANCE POSITIONING MARKETING**.

SECTION 21.2 - THE Board of Trustees of **ADVANCE POSITIONING MARKETING**, by written Minute, may at any time specify, expand upon, or restrict the authorities of the various Officers so appointed. Each individual or person appointed by the Board of Trustees of **ADVANCE POSITIONING MARKETING** must first agree to, and sign, a Covenant of Privacy which shall be spelled out in a Resolution of the Board of Trustees of **ADVANCE POSITIONING MARKETING**, and the copies of which, signed by any individual or person appointed to a position of management, shall be made a permanent, but non-public, part of the records of this UBTO.

### **Article Twenty-Two: Contracted Services/Workers**

SECTION 22.1 - THE Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at all times have the power to contract for the services of any assistants, agents, brokers, attorneys, barristers, solicitors, clerks, aides, contractors, sub-contractors, investment counsel, consultants, or any others without limitation as it shall deem expedient for the proper function of the

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UBTO. The Board of Trustees of **ADVANCE POSITIONING MARKETING** shall, at its sole discretion, appoint an Executive Secretary as set forth in the within Indenture, and shall appoint such other Officers and Executives as it deems necessary. Any Trustee or other individual or person so appointed may at any time hold two or more Offices or positions simultaneously in this UBTO or any other UBTO or UBTO.

**SECTION 22.2 - REASONABLE** compensation of each Trustee, Manager, Officer, Executive or other position shall, as often as practicable, be fixed and paid at the discretion of the Board of Trustees of **ADVANCE POSITIONING MARKETING**. Such compensation may at any time, at the direction of the Board of **ADVANCE POSITIONING MARKETING**, be indexed to the overall performance/profitability of the Corpus/Assets of the Trust. Any Trustee, Manager, Officer, Executive, individual, person, or entity in any other position shall at all times have the right to waive any compensation for his, her, its, or their services.

**SECTION 22.3 - THE** Board of Trustees of **ADVANCE POSITIONING MARKETING** may at any time also delegate to a General Manager the power to select, appoint, fire, set the compensation for, and, in general, manage any and all Executives, Officers, and other positions as Staff of this UBTO (excluding the Trustees in their capacity as Trustees) who shall at designated times be required to report to the General Manager.

### **Article Twenty-Three: Resignation and Removal of Trustees**

**SECTION 23.1 - ANY** Trustee shall at all times have the discretionary power to resign in writing from the Board of Trustees of **ADVANCE POSITIONING MARKETING**. Any assistants, agents, brokers, attorneys, barristers, solicitors, clerks, aides, contractors, sub-contractors, investment counsel, UBTO Manager(s), or any others shall at all times have the discretionary power to resign in writing from such appointment or contract for services to the UBTO.

**SECTION 23.2 - A** Trustee may at any time be removed from office for (1) GROSS NEGLECT OF DUTY: removal effected by the unanimous decision of the other Trustees; (2) by MANDATE OF A COURT OF COMPETENT JURISDICTION, when such Trustee has been justly and correctly adjudicated as guilty of FRAUD, THEFT, MALFEASANCE IN OFFICE, or other sufficient legal cause; (3) PHYSICAL OR MENTAL INCAPACITATION: removal effected by the written determinations of no less than two competent good and lawful Christian physicians selected by the Certificate Holders, attesting to such incapacitation. Third parties are protected in relying upon said written determinations without any further act or notice. No further act on the part of any party hereto or any court shall be necessary to vest in a Successor or Interim Trustee the fiduciary powers and duties necessary or resident in the supervision and management of this UBTO Corpus/Estate.

### **Article Twenty-Four: Successor and Interim Trustees**

**SECTION 24.1 - IN** the event of incapacitation, death, resignation, or removal from office of any Trustee, the Board of Trustees of **ADVANCE POSITIONING MARKETING** shall, as soon

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as practicable thereafter, by unanimous vote, either appoint a Successor Trustee or vote to reduce the number of Trustees.

**SECTION 24.2** - THE Board of Trustees of **ADVANCE POSITIONING MARKETING**, by unanimous vote recorded in the Minutes, may at any time select and name (an) individual/s or entity to assume the Office of Successor Trustee(s) and to record such identities in the Minutes. In the event that a Beneficiary of minor age should be so named, (an) Interim Trustee/s shall be appointed who shall at all times act in the full capacity as Trustee/s, and as Legal Guardian/s of all minor Beneficiary/s, until the minor Beneficiary Successor Trustee attains legal age and competency. Changes of trusteeship for any reason shall at no time dissolve, terminate, or impede the day-to-day operations of this UBTO.

**SECTION 24.3** - SHOULD there remain no qualified Trustee/s to vote for a Successor Trustee, the Beneficiaries of legal age, and/or the Certificate Holders, may at such time apply to the Protector to appoint one Trustee who shall at that time have the power to appoint other Trustee/s. Such Protector or Court of Protection shall at all times be bound by the terms of this Indenture.

**SECTION 24.4** - NO Successor Trustee shall at any time be required, or compelled, or be under any duty to examine, verify, or audit the books, records, or accounts of any preceding Trustee and shall at no time be responsible for any acts or omissions of the resigning (or otherwise terminated) Trustee or any other Trustee/s hereunder.

### **Article Twenty-Five: Power to Amend Indenture**

**SECTION 25.1** - THIS UBTO may not be altered or amended in any respect at any time except as set forth in the within Indenture. The Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at all times have the sole power to amend this Indenture to better carry out the purpose/s and intent/s thereof or in order to conform to or comply with any principle of the Christian Common Law, provided, however, that any such amendment at no time may neither nullify nor void any provision expressed as being irrevocable, nor be inconsistent with the basic purpose/s and intent/s of this UBTO, nor be in derogation of the fiduciary obligations to the Beneficiaries.

### **Article Twenty-Six: Meetings**

**SECTION 26.1** - THE Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at all times provide for meetings at stated intervals without notice. Special meetings may at any time be called by one or more Trustees upon three (3) days' notice, which notice may at any time be waived by any or all Trustees. Unless otherwise provided by specific minute or resolution, a majority of all the Trustees holding active office shall at all times constitute a quorum for conducting business at any meeting.

**SECTION 26.2** - THE resolutions of the Board of Trustees of **ADVANCE POSITIONING MARKETING**, as recorded in the Minutes of its meetings, shall at all times serve as the governing instruments of the Board of Trustees of **ADVANCE POSITIONING MARKETING**.

**SECTION 26.3** - PARTICIPATION and voting at any meeting may at any time be by way of telephone or other electronic process, as well as by physical presence, so long as any such voting is followed with a statement in writing from the non-present Trustee regarding the particulars of such vote.

## **ADVANCE POSITIONING MARKETING**

*Declaration of Indenture and Trust*

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Except as provided for otherwise herein, any actions, approvals, consents, agreements, or such like by the Board of Trustees of **ADVANCE POSITIONING MARKETING**, shall at all times be by simple majority vote.

### **Article Twenty Seven: The Protector**

**SECTION 27.1** - A Protector may at any time be appointed by the Board of Trustees of **ADVANCE POSITIONING MARKETING** by appropriate Minute. The Protector shall at no time be a member of the Board of Trustees of **ADVANCE POSITIONING MARKETING** in his normal capacity. The Protector has the following powers only.

- (a). It is the Protector's responsibility to approve the selection of two (2) independent parties, chosen by the Executive Secretary, who, with the Protector, shall at that time constitute a Committee of Arbitrators for the purpose of resolving deadlocks and/or disagreements;
- (b). The Protector of this UBTO may resign in writing at any time. However, it is the duty of the Protector to approve a new Protector with the Board of Trustees of **ADVANCE POSITIONING MARKETING** being informed of the appointment. The Board of Trustees of **ADVANCE POSITIONING MARKETING** may at that time, if necessary, appoint a new Protector;
- (c). The Protector shall at no time have other powers.

**SECTION 27.2** - IN the event of a disagreement, deadlock, or impasse among the Trustees, the Executive Secretary of this UBTO, whose duties and powers will be decided upon by appropriate Minute, may at that time convene a Committee of Arbitrators to determine a solution. This Committee shall at that time consist of three (3) parties, the Protector and two (2) others, which shall at all times be independent of this UBTO, who shall at that time be appointed by the Executive Secretary. This Committee shall at that time have the power upon investigation, meeting, and two-thirds of the votes, to decide the issue. All such decisions of the Committee shall at all times be binding and conclusive upon all parties.

### **Article Twenty-Eight: Restriction of Meetings**

**SECTION 28.1** - NO one, other than the Trustees themselves, shall at any time have the authority to request the Board of Trustees of **ADVANCE POSITIONING MARKETING** to hold any regular or any special meeting, and the Trustees are specifically required to disregard and resist any such external pressures.

### **Article Twenty-Nine: Disclosure of Documents**

**SECTION 29.1** - NO document, record, bank account, or any other written information dealing with the internal affairs or the operations of this UBTO shall at any time be disclosed to any third party,

## **ADVANCE POSITIONING MARKETING**

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except upon formal written approval of the Board of Trustees of **ADVANCE POSITIONING MARKETING** given at a regular or special meeting of the Board of Trustees of **ADVANCE POSITIONING MARKETING** as set forth above. Said written approval must clearly specify the exact information and limitations of same to be disclosed, specifically to whom it is to be disclosed, and any and all reasons for said disclosure, including specific proof of jurisdiction where applicable.

**SECTION 29.2** - ANY party shall at all times be entitled to rely upon a copy of the original documents, whether in whole or in part, such as extracts from the Contract and Indenture and any UBTO instruments, duly executed in accordance with the provisions thereof, to the same extent as the original document/s, when, and only when, such copy is approved for disclosure by the Board of Trustees of **ADVANCE POSITIONING MARKETING**. An approved copy of a Minute, the accuracy and authenticity thereof attested to by the simple signature of the Executive Secretary, which Minute authorizes specifically what the Board of Trustees of **ADVANCE POSITIONING MARKETING** determines to do or to have done, shall at all times be sufficient evidence that such an act is within the power of those doing business with the UBTO. Anyone lending or paying money or money's worth to the Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at no time be obliged to see the original Minute pertaining to the application thereof.

### **Article Thirty: Duration and Termination**

**SECTION 30.1** - THIS UBTO shall at all times exist and continue for a term of ninety-nine (99) years from the date of acknowledgment. The procedure to follow in the case of termination is specifically set forth in the within Indenture. The UBTO shall at all times also be renewable if renewed prior to its termination. The procedure to follow to renew this UBTO is specifically set forth in the within Indenture.

**SECTION 30.2** - THE Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at all times have continuing authority to act to conclude the affairs of this UBTO to the extent necessary beyond the date of termination. In the event that this Indenture, Declaration, or any part thereof, was recorded and made a matter of public record in any political jurisdiction or subdivision thereof, a Notice of Termination shall at time of termination also be timely recorded and published.

**SECTION 30.3** - UPON termination at the end of said term, or at the discretion of the Board of Trustees of **ADVANCE POSITIONING MARKETING** as provided herein, the Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at that time timely pay all remaining obligations of this UBTO and distribute the remaining assets to the Certificate Holders in direct proportion to the number of Capital Units held. Upon receiving receipts for the distribution of the remaining assets to the Certificate Holders, the Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at that time 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. A Board of Arbitration or court of competent jurisdiction may at that time be called upon to review and correct any tort or error, if necessary.

**SECTION 30.4** - BY the unanimous vote of the Board of Trustees of **ADVANCE**

## **ADVANCE POSITIONING MARKETING**

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**POSITIONING MARKETING**, at its own discretion and without external influence, the Board of Trustees of **ADVANCE POSITIONING MARKETING** may at any time terminate this UBTO at a date earlier than the designated term due to any condition or circumstance that may at any time threaten the value of the Corpus/Estate of this UBTO, or due to any reason determined by the Board of Trustees of **ADVANCE POSITIONING MARKETING** to be good cause as shown in the Minutes.

### **Article Thirty-One: Renewal of Indenture**

**SECTION 31.1** - THIS UBTO Indenture is renewable. It may be renewed prior to its termination for any reasonable term not to exceed the original term, so long as it is deemed by the Board of Trustees of **ADVANCE POSITIONING MARKETING** to be in the best interests of the Beneficiaries and if the Beneficiaries are in agreement with the renewal. If any Beneficiary objects to the renewal, the Board of Trustees of **ADVANCE POSITIONING MARKETING** may at that time, in its discretion, distribute to the objecting Beneficiary such portion of this UBTO's assets as he or she would have been entitled to had it terminated, and continue this UBTO with the remaining Corpus/Estate, Beneficiaries, and Certificate Holders. In that event the Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at that time, after such distribution, recall and redistribute the Capital Units of the objecting Holder to the remaining Capital Unit Holders on a pro rata basis.

**SECTION 31.2** - A Resolution of any such renewal shall at that time be entered in the Minutes of this UBTO. If this UBTO's Indenture has been recorded, notice of renewal shall as soon as practicable also be recorded and published as necessary. Any vote concerning renewal shall take place not more than One Hundred Twenty (120) days nor less than Sixty (60) days from the date this UBTO is due to terminate. If the UBTO is renewed, it may in like manner be renewed again before the end of any renewal term.

### **Article Thirty-Two: Certificates of Capital Units**

**SECTION 32.1** - THE UBTO Corpus/Estate assets shall at all times be conserved, preserved, managed and expanded to produce income for the benefit of the Holders of Certificates of Capital Units. The entire beneficial interest of the income of the UBTO, derived from the principal, namely, the Corpus/Estate assets, shall at all times be divided into exactly One Hundred (100) Capital Units and issued by Certificates evidencing ownership of such Capital Units. Capital Units may at any time be subdivided into units of smaller denomination, or, in issues subsequent to the creation of this UBTO and the consummation of this Contract and Indenture, smaller denominations may at any time be merged into larger ones, but the total Capital Units shall at no time be less than nor greater than One Hundred (100) Units. A Certificate Holder may at any time be an individual man or woman, a husband and wife, a group of individual men and/or women, an artificial person, or entity.



## **ADVANCE POSITIONING MARKETING**

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**SECTION 32.2** - UPON creation of this UBTO, the Creator shall at that time issue (a) Certificate/s of all One Hundred Capital Units to the EXCHANGER and/or same's designee/s. These Capital Units or parts thereof, subsequent to the initial issue, shall at all times be strictly limited in transferability as set forth below. The identity of the initial Certificate Holder/s shall, during the first meeting of the Board of Trustees of **ADVANCE POSITIONING MARKETING**, be recorded and set forth in Minute Number 3, which Minute shall at that time be incorporated herein by reference immediately upon its execution.

**SECTION 32.3** - ALL transfers of ownership of these Certificates of Capital Units must be recorded by the Executive Secretary in the Register of Certificate Holders, such Register being conclusive proof as to the proper Certificate Holders. These Certificates are non-assessable, non-taxable, and have an undeterminable value. No assignment or transfer of UBTO Certificates will be effective unless and until such assignment or transfer is duly approved and recorded by the Board of Trustees of **ADVANCE POSITIONING MARKETING**. The Board of Trustees of **ADVANCE POSITIONING MARKETING** will issue Certificates representing ownership of Capital Units to each Certificate Holder of record. The share of any distribution due any Holder, including any final distribution upon the termination of this UBTO will be conclusively determined by that Holder's proportionate share of Units as recorded in the Register of Certificate Holders.

**SECTION 32.4** - NO title to any of this UBTO's Corpus/Estate assets or the income therefrom shall at any time vest in or to any Capital Unit Holder/s until the termination of this UBTO. Neither its income nor its principal shall at any time be liable for any debts of any Capital Unit Holder/s. The holding of Units does not entitle the Holder to any management power or rights. The Holder's death, insolvency, bankruptcy, transfer of Capital Units, divorce, or any such act or action which would result in the nullification of a Holder's Certificate, shall at no time operate to dissolve, terminate, or in any other manner affect the UBTO Corpus/Estate nor any of its business operations or affairs; nor at any time may the heirs, legal representatives, or transferees demand a division of the assets of this UBTO, nor any special accounting, nor any rights whatsoever, except that any transfer of Capital Units duly recorded as set forth above shall at all times entitle the new Holder/s to the exact same rights as the prior Holder.

### **Article Thirty-Three: Surrender and Transfer of Certificates**

**SECTION 33.1** - THE lawful Holder/s of any Capital Units, as recorded in the records of this UBTO, may at any time, by proper writing, surrender to the Board of Trustees of **ADVANCE POSITIONING MARKETING** all claim to such, leaving to the discretion of the Board of Trustees of **ADVANCE POSITIONING MARKETING** the possible issuance, or not, of such Units as the Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at that time see fit, taking into account any suggestion/s made by the previous Holder/s. In any event, no transfer is effective unless and until it has been approved by the Board of Trustees of **ADVANCE POSITIONING MARKETING**. Any such transfer is effective only after the old Units are surrendered to the Board

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of Trustees of **ADVANCE POSITIONING MARKETING**, the transfer is noted in said Register of Certificate Holders, and a new Certificate of Capital Units is issued to (a) new Holder/s. All rights of any Holder terminate upon the death or dissolution (in the case of an artificial person or entity) of that Holder.

**SECTION 33.2** - ANY Holder or designated signatory for same may at any time file a request with the Board of Trustees of **ADVANCE POSITIONING MARKETING** naming another party or parties to whom said Holder desires same's Capital Units to be transferred to upon same's death or dissolution. Such request shall at that time be considered and approved or not in the same manner as other requests for transfers.

**SECTION 33.3** - IF, upon the death or dissolution of any Holder, there is contained in the Minutes of this UBTO an approved transfer upon death or dissolution, then, upon proper notice of such death to the Board of Trustees of **ADVANCE POSITIONING MARKETING**, the Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at that time note the transfer in said Register of Certificate Holders and shall at that time issue a new Certificate according to such approved transfer. If no such approved transfer appears in the Minutes, then the Board of Trustees **ADVANCE POSITIONING MARKETING** shall at that time reissue such Units as it shall at that time see fit and at its discretion.

**SECTION 33.4** - THE Board of Trustees of **ADVANCE POSITIONING MARKETING** reserves the right, by unanimous vote, to declare any Certificate of Capital Unit/s, issued to any party other than the EXCHANGER, wholly null and void, to be effected by appropriate Minute and recorded in the Register of Certificate Holders. The Capital Units shall at all times automatically revert to the Board of Trustees of **ADVANCE POSITIONING MARKETING** which shall at all times reissue the units at the discretion of the Board of Trustees of **ADVANCE POSITIONING MARKETING**. Such Certificate Holder/s shall at all times be notified of such action in writing.

### **Article Thirty-Four: Distributions**

**SECTION 34.1** - IF it is determined by the Board of Trustees of **ADVANCE POSITIONING MARKETING** that there is income distributable to the Holder/s of Capital Unit Certificates, the Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at all times, at its own discretion, distribute such income to the Holder/s. If, after such distribution, any income remains, it shall at all times be deemed to be principal and allocated to the Corpus/Estate. The proportionate share of distributed income to which each Holder is entitled is not discretionary, but is determined solely on a pro rata basis by the number of Capital Units held.

**SECTION 34.2** - THE Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at all times make a determination as to the existence or non-existence of distributable income at convenient intervals no greater than annually, unless changed by subsequent Minute of Resolution, and

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shall at all times record such determination in said Minutes of the UBTO.

SECTION 34.3 - ANY Holder may at any time waive a right to any distribution, if a written declaration of waiver is delivered to the Board of Trustees of **ADVANCE POSITIONING MARKETING** prior to the date when the distribution is to take place, and such waiver is accepted by the Board of Trustees of **ADVANCE POSITIONING MARKETING** and recorded in the Minutes of this UBTO. The effect of such waiver shall at all times be to allocate the share such Holder would have been entitled to receive to the remaining Holder/s on a pro rata basis, solely for that particular distribution.

SECTION 34.4 - THE Board of Trustees of **ADVANCE POSITIONING MARKETING** may at any time accumulate for or distribute to the Beneficiary/ies such portion of the income or principal of the Corpus/Estate as the Board of **ADVANCE POSITIONING MARKETING** deems necessary for the support, care, maintenance, education, medical expenses, emergencies, or such like of the Beneficiary/ies. The Board shall at all times have the power to distribute principal and/or income to the Beneficiary/ies, or to make decisions or distributions of the Corpus/Estate in whole or in part for delivery or valuation as is established by the Board of Trustees of **ADVANCE POSITIONING MARKETING** to be the fair value of the part or portion, or the Trustees may at any time convert the Corpus/Estate or any portion thereof into cash and distribute the net proceeds to the Beneficiary/ies for the above expressed purposes. There shall at no time be court approval involved in the making of any such distribution; the determination of the Board of Trustees of **ADVANCE POSITIONING MARKETING** shall at all times be final and conclusive.

SECTION 34.5 - ANY Beneficiary of legal age and competence, or the legal guardian/s of any minor or incompetent Beneficiary, may at any time apply to the Board of Trustees of **ADVANCE POSITIONING MARKETING** for an advance towards future distributions of both income and principal. The Board of Trustees of **ADVANCE POSITIONING MARKETING** may at such times only consider such applications based upon emergency circumstances, such as those relating to health, education, or maintenance. The Board of Trustees of **ADVANCE POSITIONING MARKETING**, in its discretion, may at any time distribute to such Beneficiary any sum which the Board of Trustees of **ADVANCE POSITIONING MARKETING** feels is consistent with the purposes and intents of the within Indenture and the rights of any other Beneficiaries. Any such distribution shall at that time be charged to the account of such Beneficiary and deducted from any future distribution of assets or of income if the Beneficiary is a Holder of a Certificate of Capital Units. Should future income distributions be insufficient to cover any such advances, the balance of such advance shall be deducted from any share of the UBTO assets to be distributed to such Beneficiary upon termination. Any decision of the Board of Trustees of **ADVANCE POSITIONING MARKETING** to distribute or to not distribute, as to the sum of any such advance, shall at all times be final.

**ADVANCE POSITIONING MARKETING**

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**Article Thirty-Five: Limitation of Beneficial Interest**

SECTION 35.1 - THE interest of each Beneficiary in the income or principal of the trust hereunder shall at all times be free from the control or interference of any spouse of a married Beneficiary. A Beneficiary shall at no time have any right or power to anticipate, pledge, assign, sell, transfer, alienate, or encumber his or her interest in the UBTO Corpus/Estate in any way; nor shall at any time any such interest in any manner be liable for or subject to the debts, liabilities, obligations of, or claims against such Beneficiaries.

**Article Thirty-Six: Spendthrift Provision**

SECTION 36.1 - THE interests of the Beneficiaries/Certificate Holders under this Indenture shall at no time be subject to assignment, alienation, pledge, attachment, or claims of creditors of such Beneficiaries/Certificate Holders. This UBTO shall at all times hold all property in its own name, i.e., **ADVANCE POSITIONING MARKETING**, and shall at no time be subject to the liability of the personal debts or torts of the EXCHANGER, CREATOR, or any Trustee, Beneficiary/Certificate Holder, or any officer or personnel thereof.

**Article Thirty-Seven: Construction of Language**

SECTION 37.1 - REFERENCE herein to the masculine gender shall at all times include the feminine and the neuter genders, and the singular shall at all times include the plural, as is necessary for proper construction.

**Article Thirty-Eight: Severance**

SECTION 38.1 - IF any sentence, paragraph, clause, section or provision of this Indenture and Contract, or of the Resolutions of the Board of Trustees of **ADVANCE POSITIONING MARKETING**, is held to be unlawful, unenforceable or invalid under the laws of the host country, it shall at that time be severable and shall at no time in any way affect any of the remaining provisions, which shall at all times be given full lawful force and effect nonetheless.



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**Acknowledgment and Declaration  
of the  
Contract and Indenture which creates  
Trust Identification Number: 65-7322171**

**ADVANCE POSITIONING MARKETING**

non-domestic mail c/o:  
4475 Northgate Court  
Sarasota, Florida Republic  
[near 34234]

IN WITNESS WHEREOF, and effective upon the latest date of the signature/s of the Parties below, the First Party, named herein as CREATOR, to wit: *Dynamic MONETARY Strategies*, through its Signatory Correspondent, makes the aforementioned offer, and the Second Party named herein as EXCHANGER, to wit: *Richard Charles., Austin*, personally and individually, being of sound mind and competent understanding, accept the aforementioned offer, manifesting the same in EXCHANGE hereof for consideration of money and/or money's worth for the conveyance of certain properties irrevocably transferred into this pure, private, irrevocable, common law, non-associated, limited liability, unincorporated business trust organization for the benefit of the Beneficiaries who are the Holders of the Certificates of Capital Units, whose identity/ies as Beneficiary/ies / Certificate Holder/s are revealed as recorded in the private Register of Certificate Holders,

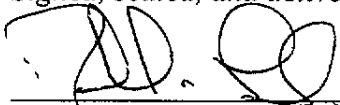
SAID PARTIES have hereunto set their hands and seals to this Contract and Indenture in token and recognition of the creation of this UBTO, and of the exchange and delivery, conveyance, and acceptance of property, assets or other things of value, and of the agreements, conditions, obligations and duties imposed and set forth by the provisions expressed herein; further,

WE, the undersigned PARTIES/AFFILIANTS, affirm that we have executed this instrument as a free and voluntary act and deed upon the date/s and at such places as shown below together with our signature/s.

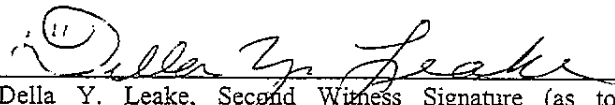
FURTHER AFFILIANTS SAYETH NOT.

FIRST PARTY/AFFILIANT:

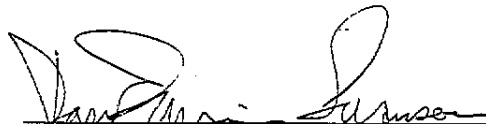
Signed, sealed, and delivered in the presence of:



Ronald H. Leake, First Witness Signature (as to CREATOR)



Della Y. Leake, Second Witness Signature (as to CREATOR)




David Marvin., Swanson, Signatory Correspondent for *Dynamic MONETARY Strategies*, CREATOR and Fiduciary Trustee of **ADVANCE POSITIONING MARKETING**.

Executed this 21<sup>st</sup> day of the 04<sup>th</sup> month, in the Year of our LORD and Savior Jesus Christ Two Thousand One, at or near Sarasota County, Florida.

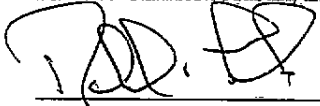
**ADVANCE POSITIONING MARKETING**

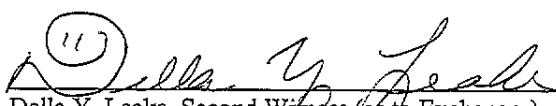
Declaration of Indenture and Trust  
Trust Identification Number: 65-7322171  
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**Second Party / Exchanger - Affiant**

  
Richard Charles Austin, Exchanger

Executed this 21<sup>st</sup> day of the 09 month, in the  
Year of our Lord and Savior Jesus Christ Two Thousand  
One, at or near Sarasota County, Florida.

  
Ronald H. Leake, First Witness (as to Exchanger)

  
Della Y. Leake, Second Witness (as to Exchanger)

+++++

**ADVANCE POSITIONING MARKETING**

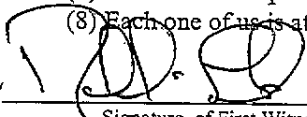
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02 AUG 26 PM 2: 16  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

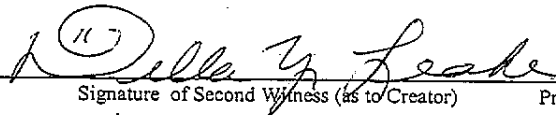
**Asseberation of Witnesses**

We, the undersigned, hereby attest and declare that the following is true and correct:

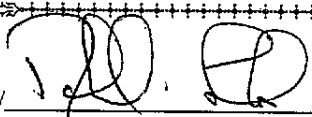
- (1) the foregoing instrument was personally signed by the above said "PARTIES"/"AFFIANTS," in our presence, upon the date first above written, and thereupon we, at their request and in their presence, have hereunto subscribed our names as witnesses;
- (2) We did not sign the above signature/s of any said PARTY/AFFIANT for or at his/her direction;
- (3) We personally know said PARTY/AFFIANTS and believe them to be of sound mind and under no constraint, duress, fraud or undue influence;
- (4) We are not related to any said PARTY/AFFIANT by blood, marriage or adoption;
- (5) We are not entitled (to the best of our knowledge and belief) to any portion of the estate of any said PARTY/AFFIANT upon his/her death under any will or codicil of any said PARTY/AFFIANT or by operation of law;
- (6) We do not have any present or inchoate claim against any portion of the estate of any said PARTY/AFFIANT;
- (7) None of us is a person named as attorney-in-fact in this instrument; and
- (8) Each one of us is at least 18 years of age.

/s/  Ronald H. Leake Date 09/21/ 2001 A.D.  
Signature of First Witness (as to Creator) Printed Name of First Witness (as to Creator) Mo./Day/Year

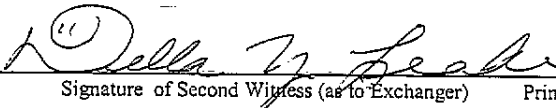
Mailing Address: 4045 Crockers Lake Boulevard, #2211, Sarasota, Florida [near 34238]

/s/  Della Y. Leake Date 09/21/ 2001 A.D.  
Signature of Second Witness (as to Creator) Printed Name of Second Witness (as to Creator) Mo./Day/Year

Mailing Address: 4045 Crockers Lake Boulevard, #2211, Sarasota, Florida [near 34238]

-----  
/s/  Ronald H. Leake Date 09/21/ 2001 A.D.  
Signature of First Witness (as to Exchanger) Printed Name of First Witness (as to Exchanger) Mo./Day/ Year

Mailing Address: 4045 Crockers Lake Boulevard, #2211, Sarasota, Florida [near 34238]

/s/  Della Y. Leake Date 09/21/ 2001 A.D.  
Signature of Second Witness (as to Exchanger) Printed Name of Second Witness (as to Exchanger) Mo./Day/Year

Mailing Address: 4045 Crockers Lake Boulevard, #2211, Sarasota, Florida [near 34238]

