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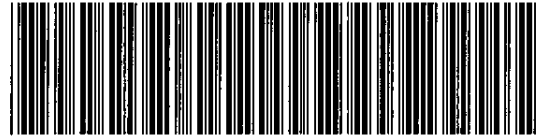
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W06-39712



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 694032 4144A

AUTHORIZATION

Spredeman

COST LIMIT : \$ 350.00

ORDER DATE : August 20, 2008

ORDER TIME : 4:16 PM

ORDER NO. : 694032-005

CUSTOMER NO: 4144A

DOMESTIC FILING

NAME: B T FOODS BUSINESS TRUST 2008

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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CONTACT PERSON: Cindy Harris - EXT. 2937

EXAMINER'S INITIALS: _____

2008 AUG 18 AM 11:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
771-3500


AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY
B T FOODS BUSINESS TRUST 2008
a Florida 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 **B T FOODS BUSINESS TRUST 2008**, a Florida Trust hereby affirms in order to file or qualify **B T FOODS BUSINESS TRUST 2008**, in the State of Florida.

1. Two or more person are name in the Trust.
2. The principal address is 272 E. Boca Raton Road, Boca Raton, FL 33432.
3. The registered agent and street address in the State of Florida are Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301.
4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the 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.

 Cynthia L. Harris
(Signature of Registered Agent) **Asst. Vice President**

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct is business in Florida.


Name: Brian Fettner
Chairman of the Board of Trustees

NOTARY

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

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AUG 18 AM 11:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B T FOODS BUSINESS TRUST 2008 TRUST DEED

PREPARED BY

HOLLAND & KNIGHT LLP

**B T FOODS BUSINESS TRUST 2008
TRUST DEED**

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TRUST DEED**

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**B T FOODS BUSINESS TRUST 2008
TRUST DEED**

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B T FOODS BUSINESS TRUST 2008 TRUST DEED

B T FOODS INC., a Florida corporation, and SPLITTING ATES, INC., a Florida corporation, as settlors, hereby transfer to BRIAN FETTNER, of Boca Raton, Florida, and TOM MIKO, of Boynton Beach, Florida, as trustees, the property described in the attached Schedule A as capital contributions to the trust. The trustees shall administer the trust property, including any additions, as follows:

Article 1 Background Information

1.01 **Name of Trust.** This instrument may be referred to as the B T FOODS BUSINESS TRUST 2008 TRUST DEED.

1.02 **Declaration of Trust.** This instrument shall create a trust in accordance with the law of the State of Florida. Accordingly, the trustees shall elect to be governed by the provisions of the law of the State of Florida and shall cause to be filed with the Florida Department of State a Declaration of Trust and any such additional documents as may be necessary or appropriate to form a trust under Florida law.

1.03 **Trust Purpose.** The exclusive purpose and function of the trust is the ownership and maintenance of the trust property and the distribution thereof in accordance with this instrument. The trustees hereby declare that they will hold the trust property for the use and benefit of the unit holders.

1.04 **Irrevocability.** The settlors waive any right to amend or revoke this instrument or to modify or terminate the trust created under it.

1.05 **Termination.** This trust will terminate on earlier to occur of (i) such time as the remaining trust property has been distributed to the unit holders, as described in this

instrument, and (ii) the maximum duration permitted under Florida law.

Article 2 Beneficial Ownership

2.01 **Units.** The beneficial interest in the trust consists of units which have the rights assigned to them under this instrument. Each unit represents a portion of the beneficial interest of the trust valued at \$100.00. The beneficiaries of the trust will make capital contributions and receive units in return as shown on Schedule A. Each unit holder will have only a beneficial interest in the trust property and will not have legal title to any part of the trust property. The trustees will keep a register of units in which the names and addresses of units holders and their number of units are recorded. The trustees may, but need not, issue a certificate to each unit holder representing the holder's beneficial interest in the trust. Any such certificate shall be substantially in the form attached as Schedule B.

2.02 **Capital Contributions.** No unit holder shall be required to make any capital contribution in addition to that holder's initial capital contribution. If the trustees determine that an additional capital contribution is required, each unit holder shall have the right to contribute the same proportion of the additional capital as the number of that holder's units bears to the total number of units owned by each unit holder who exercises the right to contribute. The trustees shall issue an appropriate number of additional units in exchange for any such contribution.

2.03 **Transfer of Units.** No unit may be transferred without the consent of the trustees. Any attempted transfer of units other than with the consent of the trustees shall be void to the fullest extent allowed by law and shall be void as against the trust, the trustees, and the other beneficiaries. Any permitted transfer shall not operate to terminate the trust or entitle any successors or transferees of a unit to the transfer of legal title to any part of

the trust property.

2.04 Securities Law Transfer Restrictions. The trustees and the unit holders acknowledge that the units have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), in reliance on applicable exemptions. Therefore, the unit holders hereby agree that units shall not be transferred except in compliance with the 1933 Act and applicable state securities laws, and any transfer not in compliance shall be void. As an additional condition precedent to the transfer of any units, the trustee may require an opinion of counsel satisfactory to the trustees that such transfer will be made in compliance with the 1933 Act and any other applicable state or federal securities laws and such transferor shall be responsible for paying any attorneys' fees incurred in connection with the opinion.

2.05 Redemption of Units. The trustees shall have no obligation to repurchase or redeem any units. If any unit holder requests the trustees to repurchase or redeem that holder's units, the trustees may, but need not, do so on such terms and conditions as the trustees, in the trustees' sole discretion, determine.

2.06 Limitation on Liability. No unit holder shall be liable for the performance of this instrument, except as expressly set forth herein.

Article 3 Distributions

3.01 Distributions of Income. The trustees shall distribute the income of the trust realized and received in cash to unit holders no later than [5] days before the next succeeding date on which B T Foods Inc. is required to make its estimated United States federal income tax payments. To the extent that an item of trust income is realized but not received in cash, the trustees shall issue additional units to unit holders to reflect that item.

3.02 **Distributions for Taxes.** If the trustees determine that distributions of income pursuant to the Distributions of Income paragraph are insufficient to enable the unit holders to pay federal and state income taxes attributable to trust tax items, then the trustees may make additional distributions to the unit holders as the trustees decide for that purpose.

3.03 **Other Distributions.** The trustees may distribute any amount out of the principal of the trust property to the unit holders as the trustees in the trustees' sole discretion determine.

3.04 **Division of Distributions.** Each distribution shall be made to unit holders pro rata in proportion to their ownership of units.

Article 4 Officeholder Identification and Succession

4.01 **Successor Trustees.** If at least one trustee is acting, any vacancy in the office of trustee may, but need not, be filled. Despite any other provisions of this instrument, an individual who is a resident of the State of Florida or a trust company authorized by Florida law to act as trustee shall act at all times as sole trustee or a co-trustee of each trust held under this instrument.

4.02 **Officeholders Definition.** "Officeholder" means any person who acts under this instrument as trustee or appointer or in some other office.

4.03 **Officeholder Vacancies.** Except as otherwise provided in this instrument or in an instrument naming successor officeholders, whenever a vacancy in any office occurs, the appointer may, but need not, appoint any individual or trust company to act in that office by signed instrument delivered to the individual or trust company so appointed and to the trustee at any time after the vacancy occurs. An instrument of appointment may

provide that an officeholder may act for a limited period of time or only for a limited purpose.

4.04 **Appointers.** Whenever the identity of the appointer is to be determined, the appointer shall be DEREK A. SCHWARTZ, or if DEREK A. SCHWARTZ fails to act, the current unit holders. A person named as appointer shall not be deemed to have failed to act unless (a) the vacancy in any office is required to be filled and that person has not appointed a successor within 30 days after that person has been notified of the vacancy, or (b) that person declines to act as appointer to fill that vacancy or any vacancy by signed instrument delivered to the individuals or entities named to act as appointer if that person fails to act and to the trustee.

4.05 **Controlling Vote.** Unless a designation naming concurrent successor trustees provides otherwise, (a) any action or decision of the majority of the trustees shall be as effective as if taken or made by all trustees and (b) if two trustees are acting with respect to any matter as to which they have joint powers, they must act jointly in order to take any action or effect any decision. Despite any other provisions of this instrument, and in addition to the other requirements of this paragraph, if the trustees include at least two individual trustees no action or decision of the trustees is effective unless at least two individual trustees so act or decide. With respect to any officeholders other than trustees, unless this instrument or a designation naming concurrent successors provides otherwise, majority vote among officeholders controls.

4.06 **Co-Trustee Provisions.** Whenever more than one trustee is acting, the following provisions apply where the context admits:

(a) **Custody.** Any trust company acting as trustee shall have custody of the trust property. A trustee shall not be liable for leaving the trust property in the

custody or control of the other trustee.

(b) **Delegation.** A trustee from time to time by writing may delegate to any other trustee, with the consent of the latter, any or all of the delegating trustee's rights, powers, duties and discretions. Any trustee may exercise a ministerial power, including signing a document or receipting for property, without a written delegation from any other trustee.

(c) **Accounts.** The trustees may establish checking or other accounts and may authorize that checks or drafts be drawn on or withdrawals made from any such accounts on the individual signature of any trustee.

(d) **Presumption of Approval or Disapproval.** A trustee shall be presumed to have approved a proposed act or decision to refrain from acting if such trustee fails to indicate approval or disapproval thereof within 15 days after a written request to do so. A trustee shall not be required to continue to make a proposal which has been disapproved on at least two occasions if such trustee has informed the disapproving co-trustee that continuing disapproval will be assumed until notice to the contrary has been received.

(e) **Execution.** The trustees may execute documents by signing one document or several counterparts of the same document which, together, shall be taken as one and the same document.

4.07 **Declination and Resignation; Competency; Vacancy.** An individual or trust company may decline or resign any office at any time by signed instrument delivered to each other holder of the same office, to each trustee and to each successor named to fill the vacancy, or if none, to each appointer. While an individual is not legally competent, that individual shall be treated as deceased for purposes of determining who is an officeholder. Except as otherwise provided in this instrument or in an instrument naming successor trustees, a "vacancy" in any office other than appointer results when an acting officeholder ceases to act for any reason.

4.08 **General Fiduciary Provisions.**

(a) **Fiduciary Officeholders.** Each trustee is a fiduciary. No other officeholder is a fiduciary. An officeholder who is not a fiduciary need not consider the interests of the beneficiaries in exercising the powers of the office.

(b) **Exoneration.** No fiduciary shall have any liability for any act or

omission taken in good faith. No officeholder who is not a fiduciary shall have any liability for any act or omission. No successor officeholder shall have any liability for any act or omission of a predecessor. A nonconcurring officeholder shall have no liability for any act or omission of a co-officeholder.

(c) **Compensation.** Each fiduciary shall be entitled to reasonable compensation, and each officeholder shall be entitled to reimbursement for reasonable expenses.

(d) **Powers of Successor Officeholders.** Except as otherwise provided in the instrument naming a successor officeholder, the successor officeholder shall have all the powers and discretions of the preceding officeholder.

Article 5 Special Investment Provisions

5.01 **Investment Standards.** No trustee shall be liable to any unit holder for an investment or the retention of an investment, or for the selection and review of performance of investment managers, made in good faith.

5.02 **Special Investments.** The settlors consider interests in real estate as a proper investment of trust property. Such investments are referred to as a "special investments." Except as otherwise provided, the trustees shall invest and retain indefinitely any part or all of the trust property in the special investments, regardless of any resulting risk, or lack of income, diversification or marketability.

5.03 **Conflicts of Interest.** It may be necessary or advisable in the administration of the trusts under this instrument for the trustees to make sales to or purchases from or otherwise deal with (a) the trustees in the trustees' individual capacities, (b) a corporation, partnership, limited liability company or other legal entity in which the trustees may be interested or associated as director, stockholder, officer, employee, creditor, partner, member, manager or in any other capacity or (c) a trust or estate of which the trustees are beneficiaries or fiduciaries. The trustees may so act or direct without obtaining court approval, and such trustees' actions or direction in good faith shall be as

effective as if no such relationship or conflict of interest existed. A trustee acting in good faith in those respects shall not account for any direct or indirect personal benefit the trustee receives and shall not be liable for any resulting loss.

Article 6 General Administrative Provisions

6.01 **Protection from Creditors.** The interests of the beneficiaries in principal or income shall not be subject to the claims of their creditors or others, including claims for alimony, support, maintenance or other similar claims, and may not be transferred or encumbered. No creditor of a beneficiary shall have any right to obtain possession of, or otherwise exercise legal or equitable remedies, with respect to the trust property.

6.02 **Trustee Powers.** The trustees shall have the following powers and discretions and all others granted by applicable law, to be exercised in a fiduciary capacity:

(a) **General Investment.** To retain indefinitely any property received by the trustee; to sell any trust property and to invest and reinvest trust property in any property, real or personal, foreign or domestic, including stocks, bonds, mortgages, notes, commodities, partnerships, limited liability companies, joint ventures, land trusts or other title-holding trusts, investment companies, investment trusts, common trust funds or other organizations as a limited or general partner, shareholder, member, manager, creditor, owner, beneficiary or otherwise, and successive interests, such as life estates, terms of years, remainders (contingent and vested), executory interests, reversions and reverters, without being limited by any statute or rule of law concerning trust investments.

(b) **Contracts.** To execute, acknowledge and deliver contracts and other agreements and instruments in connection with any action that the trustee is authorized to take under this instrument, and containing such terms as the trustee decides are advisable, including granting warranties and indemnifications.

(c) **Leasing and Development.** To lend, lease or sublease for any term, even though extending beyond the term of the trust, any trust property; to subdivide, resubdivide, partition, abandon, dedicate, raze, alter, repair and improve any real or personal trust property; to grant easements; and to make any other contract relating to any real or personal trust property.

(d) **Farm and Ranch.** To operate farm (including dairy, breeding, feeding and poultry operations), ranch, tree, timber or other agricultural properties, including related improvements, equipment and supplies, to market its production,

to participate in government programs and to take such actions alone or jointly with others (including cooperatives, tenants, managers, consultants and agents).

(e) **Organizations.** To vote, give proxies to vote and otherwise exercise management rights, enter into or oppose voting, buy-sell and other agreements and to create, acquire, reorganize or continue any organization for business, investment or other purposes under the laws of any jurisdiction, alone or with others, through one or more corporations, limited or general partnerships, limited liability companies, joint ventures, real estate investment trusts, land trusts or other business, investment or property management organizations and, with respect to any such organization, to deal with such organization without individual liability; to retain employees, agents, advisers and independent contractors; and, in general, to operate any such organization with the same powers as an individual owner would have.

(f) **Natural Resources.** To maintain, improve, operate, drill, mine, develop, unitize, lease or sublease, alone or with others, oil, gas or other mineral property or interest therein, real or personal, in any jurisdiction within or without the United States of America, or any other property or interest therein relating directly or indirectly to the exploration, drilling, mining, developing, producing, processing, treatment, storage, transportation or marketing of such oil, gas or other mineral property, including all products and constituents thereof; and, in general, to deal with any such property in like manner and with the same full power, authority and discretion, alone or with others, as an individual owner would possess with respect to such property.

(g) **Borrowing.** To borrow from any source, including the trustee individually, to issue notes or other instruments of indebtedness, to guarantee borrowings by any trust or entity in which the trust or a beneficiary directly or indirectly holds an interest, and to mortgage or pledge trust property for the foregoing purposes.

(h) **Compromise.** To contest, pursue, settle or abandon claims or demands.

(i) **Title.** To retain and maintain trust property in any jurisdiction in or outside the United States of America in a land trust or other title-holding trust, in the name of any person or organization as the trustee's nominee, or in any other way without disclosing the trust or agency relationship, and to distinguish between two or more trusts with the same name by any further designation.

(j) **Delegation.** To employ agents and counsel (including investment counsel and property managers) and delegate to them without notice to any beneficiary any powers, discretions or duties of the trustee other than distribution discretions, even though the delegated function is not ministerial in nature, including the delegation to investment managers of investment review and selection, provided that the trustee may not delegate to any person prohibited from

exercising such powers, duties and discretions by the provisions of this instrument. Where qualification for, or preservation of, a federal tax benefit attributable to a trust asset depends on the material participation or other management by one or more individuals, the trustee without liability may designate each such individual as "Manager" and may delegate to that individual for that purpose those fiduciary powers selected by the trustee.

(k) **Fiduciary Accounting.** To decide how and in what proportions to credit, charge or apportion any receipts or disbursements between principal and income in accordance with applicable law, and, despite any other provisions of this instrument, to allocate any portion or all of the trust income to principal but only if in the trustee's sole discretion such allocation is necessary to adjust the capital account of a unit holder to account for any distribution to that unit holder under the Distribution of Taxes paragraph.

(l) **Division.** To distribute, divide or allocate trust property in undivided or disproportionate interests, wholly or partly in kind, at its value, without adjustment for disproportionate allocation of unrealized gain for federal income tax purposes.

(m) **Additions and Segregation.** To receive additional property from any source and to segregate property otherwise directed to be added to or consolidated with the trust property of any trust as a separate trust for any tax or other reason.

(n) **Severance.** To sever or allocate any existing trust on a fractional basis into two or more separate trusts, or by allocation to a separate account or trust a specific amount from a portion of, or specific assets included in, the trust property of any trust to reflect a partial disclaimer or for any tax or other reason.

(o) **Separate Trust Terms.** To administer any trust or account created by segregation or severance as follows:

(1) Income earned on a segregated amount, portion or specific assets after the segregation is effective shall pass to the recipient of such amount, portion or specific trust property. In administering the trust property of any separate account or trust and in making applicable tax elections, the trustee shall consider the differences in federal tax attributes and all other factors the trustee believes pertinent consistent with applicable rules and regulations.

(2) A separate trust or account created by severance or segregation shall be treated as a separate trust for all purposes from and after the date designated by the trustee as the effective date of the severance or segregation. Such trust shall be held on terms and conditions substantially equivalent to the terms of the trust from which it was severed or segregated, so that the aggregate interests of each beneficiary in the

several trusts are substantially equivalent to the beneficiary's interests in the trust before severance or segregation. Despite the preceding, if a change to a provision of the trust before severance or segregation would adversely affect qualification of the trust for any federal tax deduction, exclusion, election, exemption or other special federal tax status, that provision shall remain unchanged in each of the separate trusts.

(p) **Joint Investment; Consolidation and Merger.** To hold separate trusts under this or other instruments as a common fund in which the trusts have proportionate interests; and to consolidate and merge any trust with any other trust under this or another instrument having the same beneficiaries and substantially the same terms even if segregation is directed elsewhere under this instrument.

(q) **Expenses and Compensation.** To pay taxes and reasonable expenses, including compensation to the trustee and the trustee's agents and investment and other counsel.

(r) **Dealing with Fiduciaries.** To deal in any way with the fiduciary of the estate of any beneficiary or any trust or estate in which any beneficiary has an interest, although the trustee is such fiduciary.

(s) **Special Trustee.** To appoint or remove by signed instrument any person or trust company, wherever located, as special trustee as to part or all of the trust property, including property as to which the trustee does not act; and the special trustee, except as specifically limited in this or the appointing instrument, shall have all of the rights, titles, powers, duties, discretions and immunities of the trustee who appointed the special trustee, without liability for any action directed to be taken or omitted under this or the appointing instrument.

(t) **Environmental.** To inspect for compliance with environmental laws real and personal property held directly or through any entity; to alleviate or eliminate environmental damage to or caused by trust property; to prevent or remedy environmental damage; to expend trust property for these purposes and for the protection of a beneficiary or fiduciary from personal liability; and to abandon or refuse to accept property which has or may have environmental damage or liability.

(u) **General.** To give receipts and discharges; to execute and deliver necessary instruments; and to perform other acts appropriate for proper trust administration.

6.03 **Third Party Relationships.** No one need see to the application of money paid or property delivered to a trustee. Any person dealing with a trustee shall have no liability for relying on any trustee's certification that the trustee is acting in accordance

with this instrument or on the signature of any one trustee.

6.04 **Accounts.** The trustees at least annually shall furnish to each of the unit holders a current account showing receipts, disbursements and an inventory of trust assets.

6.05 **Court Accounting.** To the extent permitted by law, the trustees need not register the trust in any court, file any inventory or accounting in any court, furnish bond or other security or obtain court authority to exercise any power or discretion.

6.06 **Release of Powers.** Except as otherwise provided, a trustee or other person authorized to act under this instrument may release or waive for any period of time any power or right granted under this instrument. Any such release or waiver shall bind any successor acting in the same capacity unless otherwise specified.

6.07 **Reliance on Counsel.** In case of doubt as to the trustees' rights, powers, duties and responsibilities under this instrument, the trustees may select counsel at trust expense and act or refrain from acting on the opinion or advice of such counsel. The trustees shall not be liable for any loss resulting from any such action taken or not taken in good faith in accordance with any such opinion or advice.

6.08 **Amendment by Trustees.** The trustees may at any time amend or modify this instrument by written instrument filed with the trust records and with each unit holder in either of the following cases:

(a) If in the opinion of the trustees the amendment or modification is necessary to correct a manifest error or is of a formal or technical nature only.

(b) If in the opinion of the trustees the amendment or modification is necessary or desirable for the more convenient, economical or advantageous management or administration of the trust or for safeguarding or enhancing the interests of the trust or the unit holders and is not or not likely to become prejudicial to the mutual interests of the unit holders of the trust.

Article 7 Tax Provisions

7.01 **Statement of Intent.** The trustees and the unit holders intend that the trust be classified as a partnership for all United States federal, state and local income tax purposes, and the terms of this instrument shall be liberally interpreted to further this intention. The trustees shall file or cause to be filed any returns, reports or other forms necessary to ensure that the trust is characterized as a partnership for such tax purposes. Each unit holder, by acceptance of such holder's certificate, respectively agrees to file its own tax returns, reports and other forms in a manner consistent with the characterization of the trust as a partnership for such tax purposes, unless otherwise required by any appropriate taxing authority.

7.02 **Tax References.** If the context requires, terms in this instrument shall have the meanings ascribed to them under the Internal Revenue Code of 1986, as amended, and the regulations thereunder, and corresponding provisions of future federal tax laws, as from time to time in effect.

Article 8 Interpretive Provisions and Definitions

8.01 **Governing Law.** Florida law governs the interpretation and validity of the provisions of this instrument and all questions relating to the management, administration, investment, distribution and duration of the trust under this instrument.

8.02 **Articles, Paragraphs and Subparagraphs.** This instrument consists of text divided into articles that are identified by number (for example Article 2), paragraphs that are identified by the article number followed by a period and the paragraph number expressed in two digits (for example 2.01) and subparagraphs that are identified by a letter or number in parentheses (for example (a) or (1)). A reference to a division of this

instrument includes all of its subdivisions (for example a reference to a paragraph includes the paragraph and all of its subparagraphs).

8.03 **Titles.** Articles and paragraphs may be referred to by their titles, but the titles shall have no other legal effect.

8.04 **Gender and Number.** Where appropriate, words indicating gender are deemed to include the masculine, feminine and neuter, and words indicating number are deemed to include the singular and plural.

8.05 **Definitions.** Unless otherwise provided in this instrument:

(a) **Income.** "Income" of the trust means the income determined by applying generally accepted accounting principles using an acceptable method of accounting determined by the trustee for the tax year of the trust.

(b) **Majority.** Except as otherwise provided, a "majority" means, if only one individual or entity is acting, that one, otherwise a majority in number of the acting individuals or entities.

(c) **Person.** "Person" means any individual, entity or organization.

(d) **Transferor.** "Transferor" means with respect to a trust under this instrument a person who or which at any time has transferred property to that trust.

(e) **Trust Company.** "Trust company" means a corporate trustee or other business organization authorized by law to act as trustee.

(f) **Unit.** "Unit" means a beneficial interest in the property of the trust.

(g) **Unit Holder.** "Unit holder" means the beneficial owner of a unit.

* * *

The settlors have signed this instrument and created the above trust on August 14th, 2008.

B T Foods Inc.

By: B. Fettner
As its: President

Splitting Ates. Inc.

By: B. Fettner
As its: President

The undersigned, as trustees, acknowledge receipt of the foregoing instrument as of the date last above written.

B. Fettner
BRIAN FETTNER

Tom Mikko
TOM MIKO

This instrument was prepared by:
Jeffrey L. Rubinger,
of the law firm of
Holland & Knight, LLP
One East Broward Boulevard
Fort Lauderdale, Florida 33301

B T FOODS BUSINESS TRUST 2008 TRUST DEED

SCHEDULE A

CAPITAL CONTRIBUTIONS

<u>Beneficiary</u>	<u>Capital Contribution</u>	<u>Units Received</u>
B T Foods Inc.	Property described in Schedule C	81,804
Splitting Ates, Inc.	Property described in Schedule D	16,196
B T Restaurants, LLC	Note described in Schedule E	2,000

B T FOODS BUSINESS TRUST 2008 TRUST DEED

SCHEDULE B

CAPITAL CONTRIBUTIONS

FORM OF CERTIFICATE

B T Foods Business Trust 2008 Trust Deed

Certificate Number _____

Date: _____

This certificate evidences a beneficial interest in the B T Foods Business Trust 2008 Trust Deed consisting of _____ units. The beneficial interest evidenced by this certificate shall not be transferred except as otherwise provided in the deed creating the B T Foods Business Trust 2008 Trust Deed dated _____, 2008.

B T FOODS BUSINESS TRUST 2008 TRUST DEED

SCHEDULE C

CAPITAL CONTRIBUTIONS

CONTRIBUTION OF B T FOODS INC.

Real Property, by Location:	Fair Market Value:
831 Yamato Road Boca Raton, Florida, 33231	\$1,320,000.00
5020 Jog Road Delray Beach, Florida, 33446	1,130,000.00
10050 West Sample Road Coral Springs, Florida, 33065	1,210,000.00
4676 North University Drive Coral Springs, Florida, 33067	1,190,000.00
1515 Northwest 7th Street Miami, Florida, 33125	1,002,000.00
1197 South Military Trail Deerfield Beach, Florida, 33444	1,210,000.00
9960 West Oakland Park Boulevard Sunrise, Florida, 33332	1,170,000.00
14900 Southwest 31st Street Miramar, Florida, 33027	1,290,000.00
11925 Northwest 27th Place Miami, Florida, 33167	1,130,000.00
7560 Northwest 186th Street Miami Gardens, Florida, 33015	1,420,000.00
Total:	\$12,072,000.00

B T FOODS BUSINESS TRUST 2008 TRUST DEED

SCHEDULE D

CAPITAL CONTRIBUTIONS

CONTRIBUTION OF SPLITTING ATES, INC.

Real Property, by Location:	Fair Market Value:
4950 Linton Boulevard Delray Beach, Florida, 33445	\$1,230,000.00
7560 6375 West Sample Road Coral Springs, Florida 33076	1,160,000.00
Total:	\$2,390,000.00

B T FOODS BUSINESS TRUST 2008 TRUST DEED

SCHEDULE E

CAPITAL CONTRIBUTIONS

CONTRIBUTION OF B T FOODS INC.

Property	Fair Market Value:
Promissory Note	\$295,142.86
Total:	\$295,142.86