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Adorno & Yoss
a limited liability partnership
2525 Ponce de Leon Boulevard, Suite 400
Miami, Florida 33134-6012
Phone: (305) 460-1000, Fax: (305) 460-1422
www.adorno.com

NANCY K. WATKIN

DIRECT LINE: (305) 460-1018
DIRECT FAX: (786) 364-0309
EMAIL: NWATKIN@ADORNO.COM

February 5, 2009

VIA UPS

Department of State
Division of Corporations
2661 Executive Drive
Tallahassee, FL 32301
Attention: Mary Ann Dickey

Re: Declaration of Trust - Provident Investments Liquidating Trust

Dear Ms. Dickey:

The following documents are enclosed for filing with the Division of Corporations to qualify Provident Investments Liquidating Trust in the State of Florida:

1. Transmittal Letter;
2. Affidavit to the Florida Secretary of State to File or Qualify, certified by Michael Maxwell, Trustee; and
3. two true and correct copies of the Trust Agreement for Provident Investments Liquidating Trust.

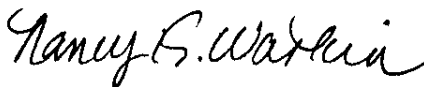
A check in the amount of \$358.75, made payable to the Department of State is enclosed for filing fees and one certified copy.

If you have any questions about the enclosed documents, please contact me at your earliest convenience. I would appreciate your advising me of the registration number for the Trust once the enclosed documents have been processed. My direct telephone number is (305) 460-1018.

Thank you again for your assistance.

Sincerely,

ADORNO & YOSS LLP


Nancy K. Watkin

Enclosures

TRANSMITTAL LETTER

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

SUBJECT: Provident Investments Liquidating Tr.

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

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: Michael Maxwell, Trustee

Name (Printed or typed)

1390 S Dixie Hwy Ste 2123

Address

Coral Gables FL 33146-2945

City, State & Zip

305 662-1991

Daytime Telephone number

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

Provident Investments Liquidating Tr.

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 Provident Investments Liquidating Tr., a

(Name of Trust)

Florida

(State)

Trust hereby affirms in order to file or qualify

Provident Investments Liquidating Tr., in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is Michael Maxwell, Trustee, 1390 S Dixie Hwy
Ste 2123 Coral Gables FL 33146-2945
3. The registered agent and street address in the State of Florida is:
Michael Maxwell 1390 S Dixie Hwy Ste 2123 Coral Gables FL 33146-2945

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


(Signature of Registered Agent)

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


Name:

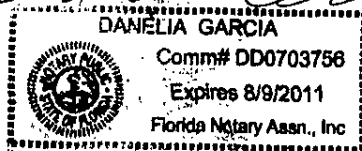
Chairman of the Board of Trustees

NOTARY

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

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**PROVIDENT INVESTMENTS
LIQUIDATING TRUST AGREEMENT**

THIS TRUST AGREEMENT (this "Trust" or this "Trust Agreement") is made and entered into as of this 19 day of September, 2008, by and between Michael Maxwell as trustee of the PIMT Trusts, as defined herein, on behalf of and for the benefit of those persons or entities, (hereinafter collectively referred to as the "Grantors"), whose names and respective ownership interests in this Trust (the Grantors' percentage ownership interests hereinafter referred to as the "Beneficial Interests") are listed on Exhibit "A", attached hereto, and Michael Maxwell, as trustee of this trust (hereinafter referred to as the "Trustee").

WITNESSETH:

WHEREAS, individuals and entities (the "Investors"), have invested in notes and mortgages through Provident Investments Company, a Florida corporation f/k/a as Sunshine State Title and Trust Company ("Provident"), which is owned and was operated by [REDACTED] ("[REDACTED]"); and

WHEREAS, Investors who collectively have invested in excess of 95% of the funds invested through Provident as of November 6, 2007 (the "Grantors"), have agreed to the creation of this Trust; and

WHEREAS, the Grantors have ratified and affirmed the terms of this Trust Agreement; and

WHEREAS, [REDACTED] maintains that certain real estate in which the Investors have secured interests as a result of their investments in mortgages through Provident, has been acquired through foreclosure or deeds in lieu of foreclosure for the benefit of the Investors, all of which parcels of real estate are listed and described in Exhibit "B" (collectively the "Real Estate"); and

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WHEREAS, the Real Estate is owned by various trusts, each of which is identified on the schedule attached as Exhibit "C", in which the Investors, including the Grantors, are the beneficiaries (collectively the "PIMT Trusts"); and

WHEREAS, certain of the PIMT Trusts own notes and mortgages as listed on Exhibit "D" (collectively the "Notes") (the Real Estate and the Notes shall be collectively referred to as the "Investment Assets"); and

WHEREAS, pursuant to an agreement, a copy of which is attached as Exhibit "E" (the "Asset Agreement"), the PIMT Trusts are required to distribute into this Trust, the net proceeds from the liquidation of Investment Assets otherwise due to certain of the Grantors for the benefit of all of the Grantors, as such funds become available (all such funds referred to as the "Grantor Funds"); and

WHEREAS, in addition to the Investment Assets, [REDACTED] or entities that he owns or controls (the "Asset Entities"), have been holding title to certain assets which may or may not be attributable to any particular PIMT Trust, which assets are more particularly described in Exhibit "F" (the "Grantor Assets"); and

WHEREAS, pursuant to the Asset Agreement, [REDACTED] and the Asset Entities have agreed to transfer the Grantor Assets to this Trust or to an entity owned by this Trust on behalf of the Grantors, (the Grantor Funds and the Grantor Assets hereafter collectively referred to as the "Trust Assets"); and

WHEREAS, this Trust provides for the orderly liquidation of the Trust Assets; and

WHEREAS, a grantor trust is to be established for the purpose of liquidating the Trust Assets for the benefit of the Grantors, who are the beneficiaries hereunder; and

WHEREAS, as soon as reasonably practicable after the execution and delivery of this Trust, all dominion and control over the Trust Assets shall be deemed transferred by the Grantors to this Trust in spite of the fact that other parties holding title to the Trust Assets may transfer them or the proceeds from their disposition to the Trustee; and

WHEREAS, Michael Maxwell has agreed to serve as the Trustee in accordance with the terms hereof; and

WHEREAS, the Trust is intended as a trust governed and construed in all respects under Florida law, and will be treated as a liquidating trust pursuant to Treas. Reg. §301.7701-4(d) and as a grantor trust for the benefit of the Grantors as beneficiaries (in accordance with their Beneficial Interests) pursuant to Treas. Reg. §§1.671-2(e)(3), reported pursuant to §1.671-4(a); and

WHEREAS, in order to effectuate the purposes described in the foregoing "whereas" clauses, it is desired that a liquidating trust be created in the form of this Trust, and that Trust Assets which would otherwise be distributable to the Grantors shall be held by the Trustee hereunder for the benefit of the Grantors;

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto agrees as follows:

1. Recitals; Creation and Name of Trust.

a. Recitals. All of the recitals set forth above in the "whereas" clauses are true and correct and incorporated by reference herein.

b. Creation and Name. By the execution of this Trust Agreement by the Grantors and the Trustee, there is created a liquidating trust to be known as the "Provident

Investments Liquidating Trust." The Provident Investments Liquidating Trust is hereinafter referred to as the "Trust" or the "Trust Agreement".

2. **Term of the Trust.** The term of the Trust shall commence immediately and shall terminate on January 31, 2011, unless otherwise terminated in accordance with the provisions of Section 12 hereof.

3. **Purposes of the Trust.** The purposes of the Trust shall be:

- a. liquidation of the Trust Assets;
- b. payment of all legally enforceable liabilities, and all reasonable costs and expenses incurred in connection with the liquidation of the Trust Assets; and
- c. distribution of net cash proceeds attributable to the liquidation of the Trust Assets to the Grantors.

Provided, however, that the Trust shall not engage in any trade or business of any kind whatsoever, it being the intention of the Grantors merely to provide for an orderly and convenient mechanism for the liquidation of the Trust Assets and the distribution of the net proceeds therefrom.

4. **Assignment.** The Grantors hereby transfer and assign to the Trustee all of their respective right, title and interest in and to the Trust Assets, to be held by the Trustee for the benefit of the Grantors, and agree that any transfer of the Trust Assets to the Trustee, shall be considered, in substance and legal effect, to constitute a transfer of the Trust Assets to the Grantors, then from the Grantors to the Trustee.

5. **Appointment of Trustees.** Michael Maxwell ("Maxwell"), is hereby appointed to serve as the Trustee, and by his execution of this Trust Agreement, he accepts appointment as the

Trustee and agrees to serve in such capacity in accordance with the provisions of this Trust Agreement until the first to occur of any of the following events:

- a. the termination of the Trust;
- b. Maxwell's death or incapacity; or
- c. Maxwell's resignation of appointment as Trustee in accordance with the provisions of Section 7 of this Trust Agreement.
- d. The termination of the Trustee in office with or without Cause by a vote of Grantors holding more than seventy-five percent (75%) of the Beneficial Interests (the "Supermajority").

Upon the occurrence of an event described in paragraphs b., c. or d. above of this Section 5, prior to the termination of the Trust or expiration of its term, or if a Trustee refuses or declines to act, a Supermajority shall select a successor Trustee.

6. **Inducement.** In order to induce the Trustee (and any and all successor Trustees) to accept appointment as Trustee of the Trust, it is hereby agreed as follows:

a. The Trustee shall not be personally liable for any assessment, charge, liability, cost or expense of the Trust, or any other obligation incurred by the Trustee in effectuating the purposes of the Trust; provided, however, that nothing contained in this Section 6.a. shall be deemed to relieve the Trustee from any liabilities arising from its own fraud, willful misconduct, bad faith or gross negligence.

b. The Trustee shall not be responsible in any manner whatsoever for the validity or sufficiency of this Trust Agreement.

c. The Trustee may rely upon any instrument, document or signature reasonably believed by them to be genuine.

d. The Trustee shall not be liable in any manner for any acts or omissions of any agents, attorneys or accountants appointed or retained by, or acting for, the Trustee if such agents, attorneys or accountants are selected with reasonable care.

e. In the performance of his duties hereunder, the Trustee may, in his prudent business judgment, engage and consult with legal counsel, certified public accountants or other professionals and any act or failure to act done or omitted by the Trustee in good faith upon the advice of any such person(s) shall not create any liability whatsoever on the part of the Trustee.

7. Death, Incapacity or Resignation.

a. In the event that the Trustee or any successor Trustee, as applicable, shall, during the term of the Trust, die or be declared incapacitated by a court of competent jurisdiction, then, in any such event, the appointment of any such Trustee or successor Trustee as a Trustee of the Trust shall automatically terminate on the date of his death or on the date on which an order of incapacity issued by a court of competent jurisdiction becomes final, and any such deceased or incapacitated Trustee or successor Trustee, as applicable, shall be fully discharged from the performance of his duties under this Trust Agreement.

b. The Trustee may at any time during the term of the Trust resign his appointment as a Trustee of the Trust by his delivery of his written resignation to the individual identified in Section 18 hereof to receive copies of notices sent to Grantor (the "Grantor Representative"). In the case of the resignation by a successor Trustee, such resigning successor Trustee shall deliver his written resignation to the Grantor Representative. Thirty (30) days after the receipt by the Grantor Representative of such written resignation, the resigning Trustee or resigning successor Trustee, as applicable, shall be fully discharged from the performance of his duties under this Trust Agreement.

8. **Powers and Duties of the Trustee.** The Trustee shall have each and every one of the following powers, which he shall have the duty and obligation to exercise for the exclusive benefit of the Grantors:

a. To perfect and secure the right, title and interest of the Trust in the Trust Assets and, to the extent the Trustee deems necessary, to reduce the Trust Assets to the possession of the Trust.

b. To manage, maintain, preserve and protect the Trust Assets pursuant to the provisions of Section 3 of this Trust Agreement;

c. To pay any and all liabilities, claims, costs and expenses of the Trust;

d. To collect, endorse and deposit any and all notes, checks, bills of exchange, trade acceptances and other instruments for the payment of money which the Trustee may receive in his capacity as Trustee;

e. To invest any and all amounts received by him in his capacity as Trustee in demand and time deposits in banks or savings institutions, or temporary investments in short-term certificates of deposit or treasury bills;

f. To sue and be sued and pay, arbitrate, defend, discontinue, settle and/or compromise any and all claims, suits and proceedings by or against the Trust or the Trust Assets;

g. To employ or retain legal counsel, certified public accountants, consultants, other professionals and agents in connection with the administration and preservation of the Trust and the Trust Assets and to pay from the Trust Assets reasonable compensation for services rendered by such legal counsel, certified public accountants and agents;

h. To cause to be prepared, distributed and/or filed, any and all necessary or appropriate financial reports and tax and information returns on behalf of the Trust and any entities for whom the Trustee has responsibility;

i. to release, convey or assign any right, title or interest in or about the Trust Assets;

j. to sell and otherwise convert the Trust Assets into cash and to maintain the cash proceeds of such sales in demand and short term deposits in any federal insured bank until such time as said funds are distributed as specified under the Trust Agreement;

k. to authorize and make distributions to the Grantors as described in this Trust Agreement;

l. to take any other action reasonably necessary to cause the liquidation of all of the Trust Assets to cash, or to abandon any assets deemed burdensome or of inconsequential value to the Trust; and

m. To do and to perform any and all acts and things which are necessary or desirable in order to effectuate the purposes of the Trust.

Notwithstanding anything to the contrary contained herein, the Trustee is authorized, directed and required to follow the directions set forth in a vote of a Supermajority.

9. **Financial Reports and Tax Information.**

a. The Trustee shall, at least quarterly, prepare and furnish, or cause to be prepared and furnished, to each of the Grantors, a financial report containing an unaudited balance sheet and an unaudited income statement relating to the assets, income and expenses of the Trust and such information as may be necessary or appropriate for the preparation by the Grantors of their respective Federal and/or state income tax returns.

b. The Trustee shall prepare and file, or cause to be prepared and filed, with any and all tax authorities any and all tax and information returns as may be required by applicable law.

10. Distributions of Trust Assets.

a. The Trustee shall, at least quarterly, determine whether that portion of the Trust Assets, if any, which is not necessary in order to pay necessary reasonable expenses to operate this Trust and to satisfy any claims or contingent liabilities of the Trust or the Trust Assets exceeds \$150,000.00 (the "Distributable Trust Assets"). As soon as reasonably practicable after any such determination, the Trustee shall distribute to the Grantors in proportion to their Beneficial Interests, the Distributable Trust Assets, reserving from that portion amounts, if any, in connection with Beneficial Interest holders who dispute their percentage as provided in Paragraph 11.f. below, but only to the extent of the disputed portion. As an example, if the Trustee determines that \$1 million is available to be distributed, a Grantor whose Beneficial Interest as reflected on Exhibit "A" as 5%, and who claims his Beneficial Interest is 6%, the Trustee shall distribute \$50,000 (\$1 million times 5%), to the Grantor and reserve \$10,000.00, pending resolution of the Grantor's claim.

b. Upon the termination of the Trust, all of the Trust Assets then held by the Trustee shall be distributed by him to the Grantors in accordance with their Beneficial Interests.

c. The Trustee shall make continuing efforts to dispose of the Trust Assets, make timely distributions and not unduly prolong the duration of the Trust.

11. Beneficiaries of the Trust.

a. The Grantors whose names are listed on Exhibit "A", shall constitute all of the beneficiaries under the Trust.

b. Each of the Grantors shall be deemed to be the owner of the Beneficial Interest in the Trust set forth opposite its name on Exhibit "A", subject to paragraph f. of this section 11.

c. No Grantor shall incur any personal liability whatsoever as the result of its ownership of any Beneficial Interest.

d. No certificates representing the Beneficial Interests shall be issued.

e. No Beneficial Interest shall be transferable by any Grantor to any person or entity, except that:

i. upon the death of a Grantor or

ii. the issuance by a court of competent jurisdiction of a final order of incapacity of a Grantor, the legal representative or representatives of such deceased or incapacitated person shall succeed to the Beneficial Interest of such Grantor.

The occurrence of an event described in subparagraphs i. or ii. above shall not, however, terminate the Trust nor entitle the legal representative or representatives of any such deceased or incapacitated person to claim an accounting or to take any action for the distribution of the Trust Assets, nor otherwise affect the rights and obligations of any other Grantor.

f. Each of the Grantors has been provided with the dollar amount and percentage of their Beneficial Interest, as set forth opposite their name on Exhibit "A", which reflects their Beneficial Interests. A Grantor's Beneficial Interest is the dollar amount of each Grantor's unreturned principal investment in Provident as of November 6, 2007, without considering interest, fees or other charges. When expressed as a percentage, each Grantor's Beneficial Interest is intended to be the ratio of that Grantor's Beneficial Interest to the aggregate of all Grantors' Beneficial Interests on November 6, 2007. Unless the Trustee receives a written

objection from a Grantor disputing the accuracy of the computation of the Grantor's Beneficial Interest reflected on Exhibit "A" on or before October 31, 2008, the computation shall be deemed to be accurate, and the Trustee may rely on the Beneficial Interests per Exhibit "A", in making distributions to the Grantors in accordance herewith. The Trustee may adjust each of the Grantors' Beneficial Interests from time to time, in accordance herewith. In the event a timely objection cannot be resolved by the parties, the matter will be referred to final and binding arbitration in accordance with the Florida Arbitration Code, Ch. 682, Fla. Stat., before an arbitrator selected by the Trustee. The arbitration shall be conducted in Miami-Dade County, Florida. The arbitrators' determination shall be in writing and shall be final, binding and conclusive upon the parties. The losing party shall pay all expenses of arbitration, including reasonable attorneys fees.

12. **Amendment; Revocation.** The Grantors shall have the right at any time and from time to time, by the consent of the Supermajority to amend or revoke, in whole or in part, any and all provisions of this Trust Agreement; provided, however, that:

a. any such amendment which shall affect the rights of the Trustee to compensation hereunder for services rendered prior to the effective date of the amendment shall not become effective unless consented to in writing by the Trustee and

b. no such amendment shall cause the Trust to engage in any trade or business.

13. **Protection of Third Parties Dealing with the Trustee.**

a. **Obligations and Privileges of Third Parties.** No party dealing with the Trustee in relation to the Trust Assets in any manner whatsoever, and (without limiting the

foregoing) no party to whom the Trust Assets or any part thereof or any interest therein shall be conveyed, contracted to be sold, assigned or satisfied by the Trustee, shall:

i. be obligated to see to the application of any money paid on account of the Trust; or

ii. be obligated to see that the terms of this Trust have been complied with; or

iii. be obligated to inquire into the authority, necessity or expediency of any act of the Trustee; or

iv. be privileged to inquire into any of the terms of this Trust.

b. Authority of the Trustee. Every mortgage, release, satisfaction, deed, lease or other instrument executed by the Trustee in relation to the Trust Assets shall be conclusive in favor of every person claiming any right, title or interest under such documents, and such party dealing with the Trustee may assume:

i. that at the time of delivery thereof the Trust created hereunder was in full force and effect; and

ii. that such instrument was executed in accordance with the terms and conditions of this Trust, and all amendments hereof, if any, and is binding upon the Trust; and

iii. that the Trustee is duly authorized and empowered to execute and deliver every such instrument; and

iv. if a conveyance has been made to a successor Trustee, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, duties and obligations of his predecessor.

14. **Beneficial Interests are Personalty.** The Beneficial Interests shall consist solely of the right of the Grantors to receive their prorata portion of the proceeds and avails accruing to the Trust from the Trust Assets or other disposition of the Trust Assets as set forth herein. The foregoing right of the Grantors shall be deemed to be personal property and may be assigned and otherwise transferred only subject to the provisions hereof. The Grantors waive any right of partition which may be available as to the Trust Assets. No Grantors shall have any legal or equitable right, title or interest as realty in or to any real estate held by the Trust on their behalf hereunder or the right to require partition of same, but shall have only the rights, as personalty, hereinabove set forth. The death of a Grantor shall not terminate the Trust or in any manner affect the powers of the Trust or the Trustee. In no event shall the Grantors have the power to vary the investment in the Trust Assets by reinvesting the proceeds from any sale, payoff or other disposition of the Trust. In creating this Trust, the Grantors deny any intention to form a partnership, joint venture, syndicate or any other venture to carry on business or financial activities.

15. **Trustee Compensation; Time Commitment.**

a. **Compensation.** The Trustee's compensation for services rendered hereunder shall be set by the Supermajority.

b. Time Commitment. The Trustee shall be required to apply only so much of his time and resources to the management of the affairs of the Trust as he reasonably believes are necessary. The Grantors acknowledge that the Trustee is and shall be involved with many other business dealings with may compete with the Trust for the Trustee's time.

16. Discharge of Trustee. Upon the final distribution of the Trust Assets to the Grantors pursuant to the provisions of Section 10 of this Trust Agreement, the Trust shall terminate and the Trustee shall be fully discharged from the performance of his duties under this Trust Agreement.

17. Payment of Trust Expenses. Any and all expenses, paid or incurred by the Trustee in furtherance of his duties hereunder, including reasonable attorneys' fees and accounting costs and expenses, shall be chargeable to and payable from the Trust Assets.

18. Notices. Any and all notices, requests, demands and other communications which are required or permitted to be given under this Trust Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or when placed in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, as follows:

If to the Trustee: MICHAEL MAXWELL
 Maxwell + Partners, LLC
 1390 South Dixie Highway
 Suite #2123- 2124
 Coral Gables, FL 33146

With copy to: Robert A. Schatzman, Esq.
 Adorno & Yoss, LLP
 2525 Ponce de Leon Boulevard, #400
 Miami, Florida 33134

If to the Grantors: To the addresses of each of the Grantors listed beneath their names
 on Exhibit A attached hereto,

With copy to: Andrew T. Lavin, Esq.
 Navon & Lavin, P.A.
 2699 Stirling Road, Suite B-100
 Fort Lauderdale, Florida 33312

or to such other address as any party to this Trust Agreement shall hereafter specify by written notice to the others.

19. **Governing Law.** This Trust Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

20. **Entire Agreement.** This Trust Agreement, together with the exhibits and schedule attached hereto, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties hereto with respect to such subject matter.

21. **Benefits: Binding Effect.** This Trust Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective legal representatives, successors and assigns.

22. **Severability.** The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Trust Agreement shall not affect the enforceability of the remaining portions of this Trust Agreement or any part hereof, all of which are inserted conditionally on their being valid in law. In the event that one or more of the words, phrases, sentences, clauses, sections or subsections contained herein shall be declared invalid by a court of competent jurisdiction, then, in any such event, this Trust Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, or subsection or subsections had not been inserted herein.

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24. Singular, Plural, etc. In construing this Trust Agreement, the singular shall be held to include the plural, as applicable, the plural shall include the singular, as applicable, and the use of any gender shall include every other and all genders.

25. Counterparts. This Trust Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

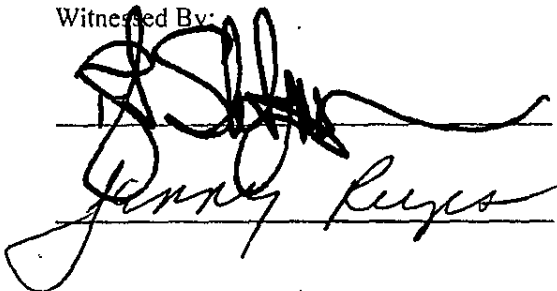
26. Schedules and Exhibits. Schedules and Exhibits to this Trust Agreement (and any references to any part or parts thereof) shall in each instance include the Schedules or Exhibits (as the case may be) attached hereto as well as amendments thereto.

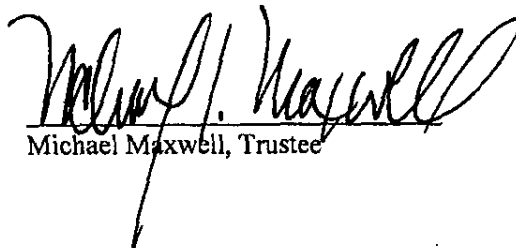
27. Certain Words. The words "hereof", "herein", "hereunder", and other similar compounds of the word "here" shall mean and refer to the entire Trust Agreement, and not to any particular section, article, or paragraph, sub paragraph, or provision.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Trust Agreement as of the date first above written.

TRUSTEE:

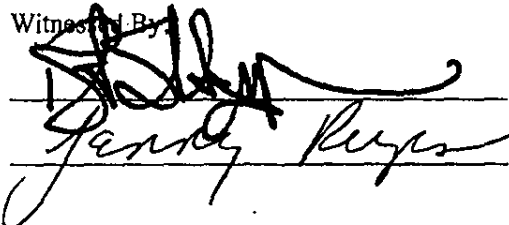
Witnessed By:

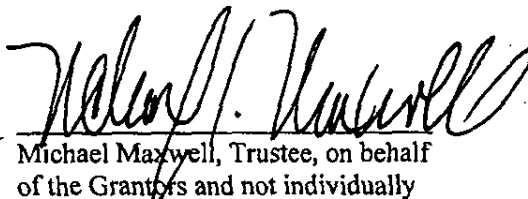

Jenny Reyes


Michael Maxwell, Trustee

GRANTORS:

Witnessed By:


Jenny Reyes


Michael Maxwell, Trustee, on behalf
of the Grantors and not individually

PROVIDENT INVESTMENTS
LIQUIDATING TRUST AGREEMENT
ATTESTATION OF WITNESSES

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Michael Maxwell signed the foregoing Instrument before the undersigned, who, at
his request, and in his presence and in the presence of each other, sign our names as witnesses this
19 day of Sept, 2008.

Address: 14446 SW 95 Terrace
Miami, FL 33186

X Elena Torres
Printed
Name: Elena Torres

Address: 2525 Ponce de Leon Blvd.
Miami, FL 33134

X Gilda Alvarez
Printed
Name: Gilda Alvarez

Address: 2525 Ponce de Leon
Miami, FL 33134

X Michael
Printed
Name: Michael Lopez

PROVIDENT INVESTMENTS

LIQUIDATING TRUST AGREEMENT

EXHIBITS INTENTIONALLY OMITTED