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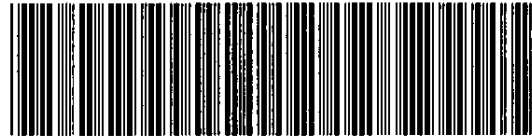
(Business Entity Name)

(Document Number)

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2010 AUG -9 PM 4:52

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T. Garon AUG 11 2010

TRANSMITTAL LETTER

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

SUBJECT: Registration of a Declaration of Trust

Enclosed are 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:

**Paul Connelly, Trustee
53 Hooper Farm Road
Nantucket, MA 02554-4109
(508) 680-1220**

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY
MARCON HOLDING TRUST**

A FLORIDA DECLARATION OF TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of MarCon Holding Trust, a Florida Trust hereby affirms in order to file or qualify MarCon Holding Trust, in the State of Florida.

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

2. The principal situs address is

99 Lowery Road, Freeport FL 32439

3. The official mailing address is

53 Hooper Farm Road, Nantucket MA 02554

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

Kimberly L. Connelly, 99 Lowery Road, Freeport FL 32439

5. 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)

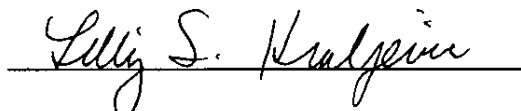
6. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.


Paul Connelly
Chairman of the Board of Trustees

Notary Area

Commonwealth of Massachusetts}
County of Nantucket}

On this 5th day of AUGUST, 2010, before me, the undersigned notary public, personally appeared Paul Connelly, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose. As the Chairman of the Board of Trustees of MarCon Holding Trust.





FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



MARCON HOLDING TRUST

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2010 AUG -9 PM 4:52

FILED

**A Contractual Agreement Constructed As A
"DECLARATION OF TRUST"**

It is expressly declared that a Trust is hereby created, as recognized by the Code of Federal Regulations, Section 26 (Internal Revenue Code), part 301.7701-4 (b) and in accordance with Chapter 609 of the Florida Statutes. This instrument is dissimilar to a statutory living trust, partnership, company, corporation, joint venture, limited partnership, or a limited liability company.

Although multiple copies of this Trust Document may exist, the only TRUE version is the one held by the FIRST TRUSTEE. Any other version is merely a COPY thereof and cannot be legally relied upon for validity. The TRUSTEE will not be held responsible for any errors or misunderstandings in the translation of this document into any foreign language. If anyone has any questions as to the interpretation or intent of this document, please refer to the FIRST TRUSTEE.

Caption Heading:

DECLARATION OF TRUST

This instrument meets the requirements of the Code of Federal Regulations, Section 26 (Internal Revenue Code), part 301.7701-4 (b).

MARCON HOLDING TRUST

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DECLARATION OF IRREVOCABLE TRUST

I. This Declaration of Irrevocable Trust is created this **30th** day of **July, 2010**, A.D. between **DR. DRAGAN MARKOVIC**, hereinafter called the **SETTLOR** and **PAUL CONNELLY**, hereinafter called the **TRUSTEE**, and also known as the **FIRST TRUSTEE**, who are legal entities contracting to manage property of fee simple title, not differentiating between legal & equitable. Said parties hereby establish that the artificial contract entity, herein created, shall operate under the name of **MARCON HOLDING TRUST**, clearly differentiating itself as a separate legal body, apart from the individuals named above.

II. The **SETTLOR** hereby irrevocably assigns & conveys to the Trustee, in trust, specific properties as defined in Minute Number 1, hereto attached, **in exchange** for one-thousand (1000) units of beneficial interest, hereinafter referred to as Trust Certificate Units (TCUs), that shall be of an equivalent, and yet, indeterminate value to both parties.

III. The Trustee shall open, maintain or close such bank accounts as necessary to receive and/or hold, in trust, any financial property for the use & benefit of the **BENEFICIARY**.

IV. a.1. The Trust agreement shall be amendable, as described herein, by appropriate Minute, and shall be irrevocable by the **SETTLOR** or by any other person or entity outside of this Board.

a.2. It is the intention of the **SETTLOR** to make to the Beneficiary(ies), an absolute gift of the Trust Certificate Units, in which the Beneficiaries shall **NOT** have a vested interest, until termination of this Trust, and/or final distribution of accumulated assets or any early distribution thereof.

a.3. There shall never be more than 1000 Trust Certificate Units available to the Beneficiary(ies).

V. a.1. This agreement and Trust created, herein, shall be administered, managed, governed and regulated in all respects accordance with Florida Statutes Chapter 609, as well as the Uniform Trustees' Powers Act and the Constitution of the United States of America (when and if they are applicable and/or allowable to remain under the jurisdiction of Common Law / Contract Law).

a.2. The Trust shall be domiciled in the County of Walton, State of Florida USA.

a.3. This Trust Organization shall enjoy the benefits of the Uniform Commercial Code (only when and if applicable and/or allowable to remain under the jurisdiction of Common Law / Contract Law) in the following citations: section 28: 1-105, TERRITORIAL APPLICATION OF THIS SUBTITLE; PARTIES' POWER TO CHOOSE APPLICABLE LAW, & section 1-308 (formally 28:1-207), PERFORMANCE OR ACCEPTANCE UNDER RESERVATION OF RIGHTS.

VI. The Trustees, in addition to all other powers implied by this relationship and by law, shall have the following additional powers with respect to the Trust, for which said powers shall be exercised from time to time at the sole discretion of the Trustee.

a. Management of the Trust: To purchase, lease, option, borrow, sell, sub-lease, assign, divide, transfer, invest, pledge, encumber, lien or hypothecate, any asset, including chattel and/or real or personal property, of good, clean, non-criminal origin, as the **TRUSTEE** deems fit for the specified objectives herein.

b. Business Interests: To sell, liquidate or continue to operate, at the Trustee's discretion, any corporation, partnership or other business interest which may be received or initiated by the Trust.

c. Mortgages, Pledges and Deeds of Trust: To enforce any and all mortgages, pledges and deeds of Trust held by the Trust and to purchase at any sale there under, any such real or personal property subject to any mortgage, pledge or deed of Trust.

d. Litigation: To initiate or defend, at the discretion of the Trustee, any litigation affecting the Trust.

e. Attorneys, Advisors and Agents: To employ & to pay from the Trust, reasonable compensation to attorneys, accountants, brokers and/or other advisors as the Trust deems advisable.

f. Adjustment of Claims: To submit to arbitration, to compromise or to release or otherwise adjust, with or without compensation, any and all claims affecting the Trust Estate and/or Trust Organization.

VII. No bond for the faithful performance of duties shall be required of any Trustee or Trust Officer or Trust Manager under this agreement.

VIII. The Trustee(s) shall receive reasonable compensation for their services performed.

IX. a.1. No Trustee, Trust Manager(s), or Trust Officer, created by this agreement, shall ever be held liable for any action or default of any Trustee, Trust Manager, or Trust Officer, or any other person in connection with the administration and management of this Trust unless caused by the individual's own gross negligence or by commission of a willful act of breach of trust.

a.2. A Successor-Trustee may be appointed by a court of competent jurisdiction or by consensus of the other Trustees and the Trust Manager(s), if any, & the Beneficiaries, if of legal age, if the First Trustee resigns without having named an appropriate replacement in the Minutes hereof.

X. The Trustee, through co-execution of this agreement, signifies acceptance of this Trust.

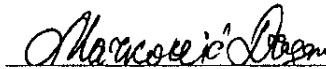
XI. The Trustee shall have sole authority to determine what shall be defined as income and what shall be defined as principal of the Trust established by this agreement, and to determine which costs, taxes & other expenses shall be paid out of income.

XII. This Trust shall continue for a term of ninety-nine (99) years from the date of inception.

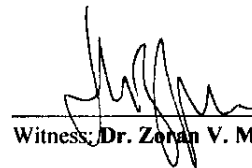
XIII. In the event that any portion of this Trust agreement or the Trust created hereby shall be held unlawful, invalid or otherwise inoperative, it is the intention of the SETTLOR that all of the other provisions herein shall continue to be in effect when possible, reasonable and legal.

XIV. According to the dictates of United States Supreme Court in the case Boyd v. U.S., 166 US 618 (1886) & the case of Silverthorn v. U.S., 251 385 (1920), the Parties, herein, hereby declare that the Trust Indenture, Bylaws, all Minutes, schedules, letters, and attachments hereto, of this Trust to be private & inviolable and therefore are not to be loaned, read or disclosed to anyone at anytime, unless it is determined by unanimous consent of the Board that disclosure of a particular item would be in the best interest of the Trust Organization.

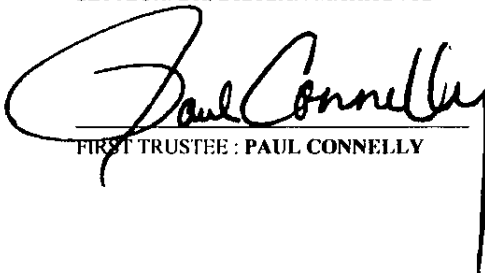
XV. IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.



SETTLOR: DR. DRAGAN MARKOVIC



Witness: Dr. Zoran V. Markovic



FIRST TRUSTEE: PAUL CONNELLY



Witness: Deborah L. Connelly

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COUNTY OF WALTON }
STATE OF FLORIDA }

TRUST ORGANIZATION DECLARATION OF TRUST, INDENTURE AND CONTRACT

1. The Trust organization created by this Contract and Trust Indenture is authorized to exist and function through its Board of Trustees, who are Legal Persons holding fee simple title, not differentiating between legal and equitable, not as individuals, but collectively as the Board, under the name of :

MARCON HOLDING TRUST

& collectively acting, herein, according to the inalienable Common Law rights afforded to men.

2. This Agreement, Conveyance & Acceptance is made & entered into at this time & on the date appearing in the Acknowledgement & Declaration Page attached hereto, by & between: **DR. DRAGAN MARKOVIC**, the SETTLOR, who for & in exchange for legal consideration and the acceptance by the First Trustee, by & in behalf of the Board of Trustees of the properties to be conveyed, & the conditions, terms & provisions of this Indenture, the Trust Organization Bylaws, & the Resolutions of the Board of Trustees interpreting the same & the right of the SETTLOR to direct issuance of all Trust Certificate Units in the Trust Organization;

3. Hereby offers to convey to the Board of Trustees certain properties, the nature and identity and description of which are presently known to both the SETTLOR & FIRST TRUSTEE, and which shall be further identified & described in Minute Number 1 and shall be incorporated herein by reference immediately upon its execution, in exchange for one-thousand (1000) units of beneficial interest, hereinafter referred to as Trust Certificate Units (TCUs), that shall be of an equivalent, and yet, indeterminate value to both parties.. SETTLOR warrants its authority to transfer such interest in said properties as is specified in attached said Minute Number 1;

4. And **PAUL CONNELLY**, the FIRST TRUSTEE, who by signing this Indenture hereby accepts on behalf of the Board of Trustees, the properties set forth in Minute Number 1, accepts the conditions, terms & provisions of this Indenture, the Bylaws, & the Resolutions of the Board of Trustees interpreting the same as recorded in the Minutes of its meetings from time to time, which shall serve as the governing instruments of the Board, and agrees to transfer all beneficial interest / Trust Certificate Units of the Trust Organization in accordance with SETTLOR's direction.

5. As part of the consideration herein, SETTLOR agrees & covenants that it shall not change this Trust Indenture in any manner; nor shall it reserve or retain any dominion or control over the principal or income of the Trust Estate, nor any power to change in any manner this Trust Indenture or Trust Organization Bylaws.

6. SETTLOR agrees & covenants that it shall not, & has not engage(d) in any secret agreements or prearrangement of any type with the Trustees of this Trust Organization, that obligates them to act in any manner in its sole interest, & not as fair, unbiased, & independent fiduciaries in the best interest of the Certificate Unit Holders.

7. The acceptance & signing of the Indenture by the FIRST TRUSTEE shall constitute the first Board of Trustees, & the signing & acknowledging of appropriate Trust Minutes by subsequently appointed Secondary Trustees shall constitute their acceptance of the Trust Indenture & Trust property in the same manner as the FIRST TRUSTEE, & the assets & emoluments thereof shall immediately vest in any new Trustee as fiduciary for the Trust Estate without further act or conveyance, except as may be required by local law.

8. The FIRST TRUSTEE may appoint Secondary Trustees & the Board of Trustees shall increase or decrease the number of Trustees as appropriate to the affairs of the Trust Organization.

9. No bond shall be required of the FIRST TRUSTEE, nor shall any bond be required of any future secondary Trustees appointed to the Board, unless the Board of Trustees, by appropriate Minute, requires such of any newly appointed Trustees.

10. The Board of Trustees may appoint a First Secretary, whose sole duties & powers shall be to serve as a Protector of the interests of the Beneficiaries hereof, by having the power to remove any Secondary Trustee, upon written notice, so long as said First Secretary shall, concurrently with the effective date of the removal of such Trustee, appoint a qualified & financially competent, bonded Successor-Trustee, who shall take office at that time.

11. The First Secretary shall also have the option to request the power to attest to the correctness of the Minutes & Resolutions of the Board by petitioning the Board, in writing, for final sign-off privileges on future Minutes.

12. This Trust Organization shall be originally domiciled, interpreted & construed under the Constitution of the United States of America.

13. The domicile, & thereby the controlling interpretational laws under which the Trust Organization shall be construed, may be changed to any other state or Nation as shall be deemed prudent, wise, necessary or appropriate by the Board of Trustees.

14. This Trust Organization shall enjoy the benefits of the Uniform Commercial Code and the Uniform Trustee's Powers Act (only when and if applicable and/or allowable to remain under the jurisdiction of Common Law) in the following citations: section 28: 1-105, TERRITORIAL APPLICATION OF THIS SUBTITLE; PARTIES' POWER TO CHOOSE APPLICABLE LAW, & section 1-308 (formally 28:1-207), PERFORMANCE OR ACCEPTANCE UNDER RESERVATION OF RIGHTS.

15. The principal address & situs of the Trust Organization shall be the County of Walton in the State of Florida unless changed by the Board of Trustees.

16. The Situs address and the mailing address do not have to be the same and either may be changed by appropriate Minute by the Board.

17. The Board of Trustees shall have, except as modified by the terms of this Trust Indenture, the Trust Organization Bylaws & Resolutions of the Board of Trustees interpreting the same, all of the powers of Trustees under the Common Law, as well as those specified under the Uniform Trustees' Powers Act, including, but not limited to, the power to make any type of investment for the benefit of the Trust Estate, to borrow money for any Trust Organization purpose, to buy, sell, hold title to and/or encumber property or hypothecate by mortgage or deed of trust or pledge, or otherwise take any measures it deems appropriate to expand the capital of the Trust Estate.

18. The Board of Trustees shall have all the powers necessary to operate, manage & control this Trust Organization for the benefit of the Beneficiaries, & shall take any action which it deems necessary & proper to carry out such purposes, provided however, that the Board shall not possess any power or take any action contrary to law or inconsistent with the provisions of the Trust Indenture & Trust Bylaws.

19. It is also expressly provided that the Board of Trustees shall not possess or exercise any power which would, by its possession or exercise, cause the income of this Trust to be taxed to the SETTLOR or TRUSTEE under the Grantor -Trust provisions of the Internal Revenue Code.

20. The Board of Trustees shall have full authority to determine what shall constitute principal of the Trust Estate, gross income there from, net income distributable under the terms of this Indenture & Bylaws to the Beneficiaries, & to allocate between principal & income, & such decision shall be conclusive.

21. Notice is hereby given to all persons or legal entities doing business with, extending credit to, contracting with, or having a claim against this Trust Organization, that the Board of Trustees is not personally liable when dealing with Trust property or matters, & such persons must look only to the assets of the Trust Estate for payment of, or for settlement of any debt, tort, damage, judgment or decree, or for any indebtedness which shall become payable there under.

22. No Trustee shall be liable for the act or omission of a Co-Trustee, or any other person whatsoever, whether employed by such Trustee or not, or for anything other than his own personal breach of the Trust Contract.

23. Any person shall be entitled to rely upon a copy of the original Declaration of Trust & any instruments duly executed in accordance with the provisions thereof, to the same extent as the original document, when such copy is approved by the Board of Trustees.

24. An approved minute of the Board of Trustees authorizing what it is they determine to do or have done shall be sufficient evidence that such an act is within their power to those doing business with the Trust.

25. Anyone lending or paying money to the Board of Trustees shall not be obliged to see the application thereof.

26. This Trust is expressly irrevocable, & may not be altered, amended or terminated except as set forth and permitted in the Indenture and Bylaws.

27. This Trust shall continue for a term of ninety-nine (99) years from the date of inception.

28. The procedure to follow for terminations shall be specifically set forth in the Bylaws.

29. The Trust shall also be renewable, if renewed prior to its termination.

30. The procedure to follow to renew this Trust shall be specifically set forth in the Bylaws.

31. The Beneficiaries of this Trust shall be the holders of the Trust Certificate Units.

32. The Board of Trustees shall issue no more and no less than one-thousand (1000) Trust Certificate Units.

33. Trust Certificate Units may be subdivided by the Board of Trustees into units of smaller denomination, or merge smaller denominations into larger ones, but the total Trust Certificate Units shall never exceed or be less than one-thousand (1000) Units.

34. At the creation of this Trust, all Trust Certificate Units shall be transferred by the Board of Trustees in accordance with the SETTLOR's direction and the FIRST TRUSTEE may assert those directions in SETTLOR's absence.

35. The documentation of the initial, or any subsequent, transfer of TCUs in the official records of the Trust shall be conclusive proof of the proper holder of any units issued by the Board of Trustees.

36. These units, following the initial transfer, shall be strictly limited in transferability, as set forth in the Bylaws.

37. No purported transfer by any Holder shall operate to transfer any rights in any Units until & unless such transfer is first approved by the Board of Trustees.

38. The number of Units held by the Beneficiary shall be their percentage of any distribution due to that Beneficiary when distributions are made.

39. The number of Units held shall also be the percentage such Beneficiary shall be entitled to of any Trust assets which remain at the termination of this Trust.

40. No title to any of the Trust assets, whether legal or equitable or the income there from shall vest in any beneficiary until the actual termination of this Trust, or early distribution thereof, & neither the income nor principal of the Trust shall be liable for any debts of any Beneficiary.

41. The holding of Units does not entitle the Holder to any management power or rights; nor shall the death of a Holder, or transfer by a Holder, entitle his heirs, legal representatives, or transferees to demand any division of the property of the Trust, nor any special accounting, nor entitle such to any rights whatsoever, except that any proper transfer of any Units shall entitle any new Holder to the exact same rights as the old Holder.

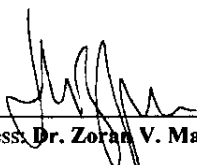
42. All rights of any Holder terminate upon the death of that Holder.

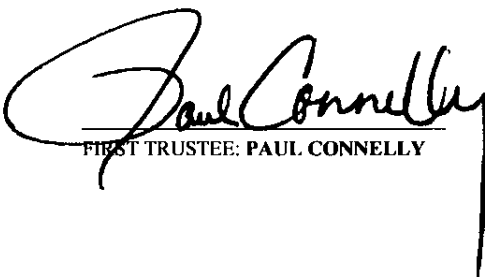
43. No Holder shall have any power to sell, assign, transfer or in any other manner anticipate or dispose of his Units except under the strict procedures as set forth in the Bylaws.


44. If any sentence, paragraph, clause, section or provision of this Trust Indenture, Bylaws or Minutes of this Trust is held to be unenforceable or invalid, it shall not affect any of the remaining provisions & they shall be given full legal effect nonetheless.

45. IN WITNESS WHEREOF, the SETTLOR hereof & the FIRST TRUSTEE thereof, in the name of the Board of Trustees, have hereunto set their hands & seals in token of the conveyance, delivery & acceptance of property, assets or other things of value, & the obligations & duties as herein assumed by the Board of Trustees, assent to all conditions herein as imposed & expressed, this 30th day of July, 2010.


SETTLOR: DR. DRAGAN MARKOVIC


Witness: Dr. Zoran V. Markovic


FIRST TRUSTEE: PAUL CONNELLY


Witness: Deborah L. Connelly

[illegible]

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TRUST ORGANIZATION BYLAWS

A. ORGANIZATIONAL PURPOSE

1. The Organizational Purpose is to sustain and improve this Trust Estate so the Trust Certificate Unit Holders may possess the things of life sufficient to provide for growth, health, protection, education, refinement, recreating, welfare, expansion, preservation and continuation and not just simply an arrangement to protect and conserve the property for the beneficiaries.
2. Any and all persons may add property to this Trust Estate by gift, will, exchange, bill of sale, quit claim, or by deed, with the consent of the Board and with the intent of being eventually distributed to the Trust Certificate Unit Holders / Beneficiaries.

B. ORGANIZATIONAL INTENT

1. It is expressly declared that an Unincorporated Business Trust Organization by Contract, otherwise as in accordance with Chapter 609 of the Florida Statutes, known as a Declaration of Trust, is hereby created, & not a living trust, or a partnership, or a company, or a corporation, or a joint venture, or a limited partnership, or a limited liability company or a *trust* as defined by the Internal Revenue Code (IRC).
2. Nothing contained herein shall be construed as intent to evade or contravene any law, nor to delegate any special power belonging exclusively to company law or a corporation.
3. The expressed intent of the Parties to this Contract is to create a Trust Organization for the benefit of the Trust Certificate Unit Holders and to accumulate and hold the various assets that become available & to provide for a prudent and economical administration / distribution system administered by legal persons acting in a fiduciary capacity, beginning at once & not deferred until after the death of any SETTLOR, and requires that the Board of Trustees act solely upon its rights under the Constitution and Common Law, and the immunities vouchsafed there under, in administering the Trust Estate according to the Trust Indenture and Bylaws.

C. GRANTOR - TRUSTEES

1. It is expressly provided that it is against the purpose & intent of this Trust Organization for the income of the Trust to be taxed to the SETTLOR or TRUSTEE under the Grantor-Trust provisions of the Internal Revenue Code.
2. Should any Trustee of this Trust be legally deemed a Grantor of this Trust, such Grantor-Trustee shall be prohibited from having or exercising the following powers, to wit:
 - a. A power of disposition exercisable over the beneficial enjoyment of the corpus or income of the Trust, without the approval of an adverse party Trustee;
 - b. A power to deal for less than adequate and full consideration, concerning the Trust;
 - c. A power to borrow without adequate interest and/or security from the Trust, without the approval of an adverse party Trustee;
 - d. A power to obtain loans from the Trust which extend past one year, and which are authorized without the approval of an adverse party Trustee;
 - e. A power of administration in a non fiduciary capacity, concerning Trust matters;
 - f. A power to revoke or terminate the Trust and thereby revert title to such Trustee;
 - g. A power to distribute income of the Trust to such Trustee, or their spouse, without the approval of an adverse party Trustee;
 - h. A power to hold or accumulate income of the Trust for future distribution to such Trustee or their spouse, without the approval of an adverse party Trustee;
 - i. A power to apply income of the Trust to the payment of premiums on policies of insurance on the life of such Trustee or their spouse;
 - j. Or any power or act which would cause the income of the Trust to be taxed to the SETTLOR or TRUSTEE under the provisions of the Internal Revenue Code.

3. In addition, in any vote concerning any matter from which Grantor-Trustee would be excluded by operation of these rules, the vote of the Board of Trustees must be unanimous (excluding, of course, any such Grantor-Trustee, if existing).

4. No member of the Board of Trustees shall possess or exercise a power of administration in a non fiduciary capacity, nor a power exercisable solely by himself to vest the corpus or the income there from in himself, or any other power, the possession or exercise of which would cause the income of the Trust to be taxed to the FIRST TRUSTEE or to the SETTLOR.

5. The Board of Trustees (excluding any Grantor-Trustee) as a board shall be deemed to have a general power of appointment consistent with the provision of the Trust Indenture & these Bylaws over the Trust Estate. The appearance of any signature on any Minute of the Board of any Grantor-Trustee concerning any matter which such Grantor-Trustee has no power concerning, shall be deemed to be mere surplusage, & merely an indication that such a vote by the Board of Trustees took place, & not any indication of the exercise of a prohibited power. Should by error, any Grantor-Trustee participate in any vote on a matter about which he has no power, his vote is deemed to be void & without effect.

D. ADMINISTRATION

1. The Board may enter into financial transactions with any Trustee, Beneficiary, Trust Managers, Officers or other related persons only for adequate consideration & upon adequate security.

2. Any Trustee is authorized to loan or advance funds to the Trust for any purpose & such transaction, together with stated interest, shall be a first lien against the Trust Estate, & shall be repaid there from, so long as any such transaction is recorded in the Minutes of the Trust.

3. Any Trustee is further authorized to deal with the Trust in general business matters, provided that in all such transactions, the Trustee retains therein their fiduciary obligation.

4. Any Grantor-Trustee shall abstain from voting, if benefiting from the transaction & the remaining Trustees must unanimously concur.

5. Under no circumstances shall the SETTLOR have any interest in any investment made by the Board of Trustees, other than such legal interest as would a stranger to the Trust Organization have in the particular transaction.

6. The Board is authorized to deal with the SETTLOR, to purchase property or to sell property, but always at fair market value & for an adequate & full consideration.

7. Nothing in this paragraph shall be construed as conferring power upon the SETTLOR to reacquire Trust Corpus, or any part thereof by substituting other property of an equivalent value.

8. Funds accruing in the Treasury of the Trust shall constitute the operating funds of the Trust Organization.

9. The Board of Trustees may authorize liquidation of assets for the purpose of adding to said operating funds.

10. The Board shall, as it deems proper & necessary, provide for operating funds through any type of borrowing, either unsecured or directly or indirectly secured.

11. The Board of Trustees may also designate third parties to hold funds or title to Trust property in another name for specific purposes necessary to the use and operation of the Trust Organization.

12. The Board shall pay all property taxes, assessments, charges, debts, bills & obligations arising out of the maintenance, operation & administration of the Trust Organization & Estate.

13. There shall be a charge upon the Estate for said expenses & this charge shall be paid from Trust income, funds or principal and Board decisions with respect to such matters shall be conclusive.

14. The Board is further authorized to pay expenses of Trustees, Officers, Executives, Managers & like persons, incurred while on Trust business.

15. In any matter for which doing business under the Trust name is not deemed to be legal, the Board of Trustees is authorized to do business in the name of individual Trustees with appropriate reference to their fiduciary capacity, provided that such does not affect the legality of either the business done or the Trust Organization itself.

E. MANAGEMENT

1. The Board of Trustees shall, at its discretion, have power in connection with the management & control of the Trust Organization to appoint one of its Trustees, or a qualified non-Trustee, to the position of Trust Manager(s).

2. Said appointment will also require an appropriate Independent Contractor Agreement to be on file for said title to become effective.

3. The Trust Manager(s) shall have full authority to manage the Trust Organization including, but not limited to, the routine day-to-day operations, subject, at all times, to the scrutiny of the Board of Trustees.

4. If no Trust Manager is appointed, the FIRST TRUSTEE shall retain all management duties.

5. The Board of Trustees shall have the power to contract for the services of any assistants, agents, brokers, attorneys, barristers, solicitors, clerks, aides, contractors, subcontractors, investment counsel, or any others as it shall deem necessary for the expedient and proper function of the Trust Organization.

6. Any Trustee may hold two or more offices simultaneously in the Trust Organization and be deserving of such compensation for all services rendered.

7. The Board of Trustees may appoint a First Secretary as set forth in the Trust Indenture, & may appoint such other officers & executives as it deems necessary.

8. Reasonable compensation to all Trustees, Trust Manager(s), officers, executives or other persons, shall be fixed by & paid at the discretion of the Board.

9. All Trustees, Trust Manager(s), officers & executives shall have the right to waive any compensation for their services.

F. RESIGNATION

1. Any Trustee, Trust Manager or Trust Officer shall have the discretionary power to resign from their duties with the Trust Organization by appropriately providing 30 days written notice.

G. TRUSTEE REMOVAL

1. A Secondary Trustee may be removed from office:

- a. for GROSS NEGLECT OF DUTY - removal by the unanimous vote of the other Trustees, excluding any Grantor-Trustee;
- b. by MANDATE OF A COURT OF COMPETENT JURISDICTION - when guilty of fraud, theft, malfeasance in office, or other sufficient legal cause;
- c. by FIRST SECRETARY- based totally on First Secretary's discretion.

2. In the event of incapacitation, death, resignation, or removal from office of any Trustee, the Board of Trustees shall, by unanimous vote, excluding any Grantor-Trustee, either appoint a Successor Trustee or vote to reduce the number of Trustees.
3. Should there remain no qualified Trustees to vote for a Successor-Trustee, the Beneficiaries may apply to a court of competent jurisdiction to appoint one Trustee, who shall have the power to appoint other Trustees.
4. Changes of Trusteeship for any reason shall not dissolve, terminate or impede the day-to-day operations of the Trust Organization.

H. SPECIAL MEETINGS

1. The Board of Trustees shall provide for meetings at stated intervals without notice.
2. Special meetings may be called by one or more Trustees upon three (3) days notice, which may be waived by any or all Trustees.
3. A majority of all the Trustees shall constitute a quorum for conducting business at any meeting.
4. All meetings may be held anywhere in the world.
5. Participation & voting at any meeting may be by way of telephone or other electronic process, as well as physical presence, so long as any such voting is followed with writing to the non present Trustees, stating the particulars of such vote & a copy of any minutes recorded.
6. Any actions of the Board of Trustees shall require a unanimous vote.

I. LIMITED LIABILITY

1. The Trustees shall, in their capacity as the Board of Trustees, & not as individuals, assume or incur only such liability as shall attach to the Trust assets.
2. This liability shall not in any manner jeopardize their individual or personal holdings, & for any losses they should suffer for any reason through rendering services as the Board of Trustees, they shall be reimbursed from the Trust property to the same extent as would non-interested persons, except for any loss sustained by reason of breach of fiduciary duty.

J. TRANSFER OF TRUST CERTIFICATE UNITS

1. In accordance with the purposes of this Trust Organization, the transfer of Trust Certificate Units is strictly limited.
2. The lawful Holder of any units, as recorded in the records of the Trust, may transfer, sell, exchange or give those units to any other person(s), provided however, that such transfer is not effective unless & until it has been approved by unanimous consent of all Trustees, excluding any Grantor-Trustees, by written Minute of the Board of Trustees.
3. The transfer is effective after the old Units are surrendered to the Board, the transfer is noted in the records of the Trust, & a new Certificate is issued to the new Holder.
4. Approval of a legitimate transfer shall not be unreasonably withheld.
5. However, in accordance with the stated purposes of the Trust Organization, approval of any transfer may be withheld if, in the opinion of the Board, the transfer is an attempt to use the Holder's Units as security for a loan of any nature, or is otherwise an attempt of the Holder to untimely anticipate a distributive share prior to termination.

6. Transfers are not encouraged in any respect, except between family & relatives of Holders.
7. In any determination concerning the approval or disapproval of any contemplated transfer, the Board of Trustees, in its discretion, may require a sworn statement from the Holder concerning the contemplated transfer.
8. Any determination of the Board concerning such approval shall be final.
9. Any rights possessed by any Holder, by reason of his holding Trust Certificate Units, terminate upon the Holder's death.
10. Any Holder may file a request with the Board of Trustees naming any person(s) to whom he desires his Units to be transferred upon his death with full rights being transferred to new Holder.
11. Such requests shall be considered & approved in the same manner as other requests for transfers, & prompt notice shall be given to the Holder, of approval or disapproval and such approval will not be unreasonably withheld.
12. If, upon the death of any Holder, there is contained in the Minutes of the Trust, an approved transfer-upon-death form, upon receipt of the proper notice of such death by the Board of Trustees, & the old Units, the Board shall note the transfer in the records of the Trust & issue new Certificate Units according to such approved transfer.
13. If no such approved transfer appears in the Minutes, then the Board of Trustees shall transfer such Units on a pro-rata basis among the remaining Holders.
14. A Replacement Beneficiary shall retain all rights previously held by a Predecessor Beneficiary.

K. ASSET DISTRIBUTIONS

1. If it is determined by the Board of Trustees that there is income distributable to the Holders of Trust Certificate Units, and/or income taxable to the Trust Organization if not distributed, the Board, without discretion, must distribute a sufficient amount of such income so as to prevent such income from being taxable to the Trust Organization.
2. If, after such distribution, any income remains, it shall be deemed to be principal & allocated to Corpus.
3. The proportionate share of distributed income to which each Holder is entitled is not discretionary, but is determined solely by the number of Trust Certificate Units held.
4. The Trust Estate may be subdivided into separate superior or subordinate trusts, shares or entities if such breakdown will, at the sole discretion of the Board of Trustees, simplify administration, avoid difficulty between Beneficiaries, or better permit the carrying out of the intent & purpose of the Trust Indenture & Bylaws.
5. The Board may do so without being required to make a physical segregation or division of assets in any respect or manner.
6. The Board of Trustees shall make a determination as to the existence or nonexistence of distributable income at convenient intervals no greater than annually.
7. Any beneficiary may apply to the Board of Trustees for an advance towards future distributions of both income & principal.
8. The Board may consider such applications based upon emergency circumstances relating to health,

education or maintenance.

9. The Board, in its discretion, may, at any time, distribute to such Beneficiary, any sum which the Board feels is consistent with the purposes & intent of the Trust Indenture & Bylaws, & the rights of the other Beneficiaries.

10. Any such distribution shall be charged to the account of such Beneficiary & deducted from any future distribution of income. Should future income distributions be insufficient to cover any such advances, the balance of such advance shall be deducted from any share of Trust assets to be distributed to such Beneficiary upon termination.

11. Any decision of the Board to distribute or not to distribute, or as to the sum of any such advance, shall be final.

12. No future benefit devolving on any beneficiary under the Trust Organization terms or settlement shall form or constitute a portion of any communal or joint estate of such Beneficiary, but shall be & remain the sole, separate & exclusive property of such Beneficiary.

13. Should such Beneficiary be married or marry in community of property, then any benefit so accruing shall be expressly excluded from the community.

14. Such benefit shall also be free from the interference, control or marital power of any spouse of such Beneficiary.

15. For the purposes of this paragraph, the term "benefit" shall include movable & immovable property & the provisions of this paragraph shall apply moreover not only to the benefit actually delving on such Beneficiary, but also to any & all benefits at any time thereafter directly or indirectly acquired by means of the proceeds thereof.

L. STRUCTURE TERMINATION

1. Upon the expiration of the term of this Trust, the Trust Organization shall automatically expire.

2. The Board shall have the continuing authority to act to wind up the affairs of the Trust Organization, as is necessary, past the date of expiration. In the event that the Trust Indenture was recorded, a Notice of Termination shall also be recorded & published as necessary.

3. The Board of Trustees shall pay all remaining obligations of the Trust Organization & distribute the remaining assets to the Beneficiaries in direct proportion to the number of Trust Certificate Units held.

4. Upon receiving receipts for the distribution of the remaining assets to the Beneficiaries, the Trustees shall be automatically discharged hereunder, provided that their administration & distributions have been made in accordance with the terms & provisions of the Trust Indenture & Bylaws.

5. Otherwise, a court of competent jurisdiction may be called upon to review & correct any tort or error.

M. TERM RENEWAL

1. The Board of Trustees shall have the power to renew the Trust Organization for any reasonable term, not to exceed the original term, if it is deemed by the Board to be in the best interest of the Beneficiaries & none of them object.

2. If any Beneficiary objects, the Board may, in its discretions, distribute to that Beneficiary such portion of the Trust assets as he would have been entitled to had the Trust terminated, & continue the Trust Organization as to the remaining Trust assets & Beneficiaries.

3. In that case, the Board shall call in all Trust Certificate Units & redistribute them to reflect the

remaining Beneficiaries' interests. A resolution of any such renewal shall be entered into the Minutes of the Trust.

4. If the Trust Indenture has been recorded, notice of renewal shall also be recorded, & published as necessary.

5. Any vote concerning renewal shall take place not more than one hundred twenty (120) days & not less than sixty (60) days before the date the Trust is due to expire.

6. If the Trust is renewed, it may, in like manner, be renewed again before the end of any renewal term.

N. MANDATORY NON-DISCLOSURE

1. It is imperative that no officer of this TRUST organization disclose to any member of the general public, private business or counsel, any information pertaining to the Trust Certificate Unit Holders / Beneficiaries.

2. It is against the intention and wishes of the Settlor for anyone to disclose the identities of any and all Trust Certificate Unit Holders / Beneficiaries of this TRUST organization.

3. *Therefore, no non-officer shall be permitted to view any documents of this Trust Organization except for the "Declaration of Trust" and the "Trust Indenture" sections of the original formation agreement, and then, only with the direct supervision and discretion of the FIRST TRUSTEE.*

O. AMENDMENTS

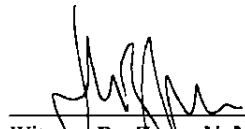
1. The Board of Trustees shall have the power to amend the Trust Indentures and/or Bylaws to better carry out the purposes and intent thereof, or in order to conform to or comply with any law, rule, regulation or order of any government body, provided, however, that any such amendment may not be inconsistent with the basic Trust Organization purposes and intent, and not in derogation of the fiduciary obligations to the Trust Certificate Unit Holders.

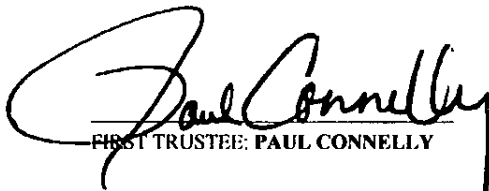
2. Any Grantor-Trustee shall abstain from voting on any amendments and the remaining Trustees must vote unanimously for any such amendments to pass and take effect.

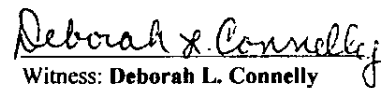
P. ACCEPTANCE

1. IN WITNESS WHEREOF, the SETTLOR hereof & the FIRST TRUSTEE hereof, in the name of the Board of Trustees, have hereunto set their hands and seals in token of the acceptance of, assent to & covenant to abide by all conditions herein imposed and expressed, this 30th day of JULY, 2010.


SETTLOR: DR. DRAGAN MARKOVIC


Witness: Dr. Zoran V. Markovic


FIRST TRUSTEE: PAUL CONNELLY


Witness: Deborah L. Connelly

SCHEDULE A

COUNTY OF WALTON }
STATE OF FLORIDA }

Entered into this date by and between the SETTLOR hereto and the FIRST TRUSTEE, of

MARCON HOLDING TRUST

in harmony with the Trust Indenture and the Trust Organization Bylaws, hereby conveys to the Board of Trustees, the following described property, and accepted by the FIRST TRUSTEE by and on behalf of the Board.

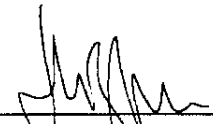
This conveyance is **in exchange** for one- thousand (1000) units of beneficial interest, hereinafter referred to as Trust Certificate Units (TCUs), that shall be of an equivalent, and yet, indeterminate value to both parties.

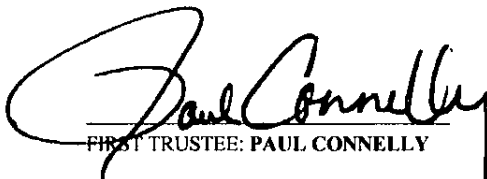
This list of property is comprehensive and is the written description of those certain properties which were agreed upon and known to both the SETTLOR and the FIRST TRUSTEE at the time of the execution of the Trust Indenture, and includes all properties transferred and accepted, to wit:

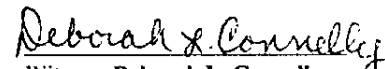
CASH: One Hundred Dollars (\$100.00)

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this **30th** day of **JULY, 2010**.


SETTLOR: DR. DRAGAN MARKOVIC


Witness: Dr. Zoran V. Markovic


FIRST TRUSTEE: PAUL CONNELLY


Witness: Deborah L. Connelly

July 30, 2010

To: BOARD OF TRUSTEE
MARCON HOLDING TRUST
99 Lowery Road
Freeport, Florida 32439 USA

RE: Settlor's Preference For Issuance of Trust Certificate Units To Beneficiary

Dear Sirs:

I am writing this letter as my statement of record which is in accordance with the Trust Indenture and the Bylaws of:

MARCON HOLDING TRUST

to be signed this date, directing you, the Board of Trustees, to make the initial issue of the one thousand (1000) Trust Certificate Units to the following entity(ies):

<u>CERTIF #</u>	<u>BENEFICIARY</u>	<u>UNITS</u>
1.	Paul Connelly	300
2.	Almira Bektesevic	5
3.	Dr. Zoran V Markovic	320
4.	Dr. Dragan Markovic	323
5.	Milos Markovic	3
6.	Mirjana Markovic	3
7.	David Markovic	3
8.	Anna Dragica Markovic	3
9.	Demetris Tackoushis	4
10.	Maria Kesova	4
11.	Milena Markovic	2
12.	Jelena Markovic	2
13.	Anastasia Markovic	2
14.	Gerald Dittrich	2
15.	Damir Bektesevic	1
16.	Zarko Krstic	1
17.	Milan Krstic	1
18.	Milica Krstic	1
19.	Deborah L. Connelly	4
20.	Kimberly L. Connelly	4
21.	Jaime M. Connelly	4
22.	Tiffany A. Connelly	4
23.	Anthony C. Esker	4

I would appreciate and am thanking you for your immediate attention to this matter.

Respectfully,


Settlor: **DR. DRAGAN MARKOVIC**

MINUTES OF MEETING #1, BOARD OF TRUSTEES

MARCON HOLDING TRUST
99 Lowery Road
Freeport, Florida 32439 USA

July 30, 2010

With all of the Board of Trustees in attendance, the following Minutes were duly adopted and approved by unanimous consent as Minutes of the First Meeting of the Board of Trustees.

MINUTE NO. 1: In accordance with the Trust Indenture and the Trust Bylaws executed this date by and between the SETTLOR hereof and the FIRST TRUSTEE, the following property is hereby conveyed unto the Board of Trustees:

The full list of described property is attached to the Trust Organization documents as page 19 entitled SCHEDULE A, and signed by the SETTLOR and FIRST TRUSTEE. Said Schedule A is accepted and ratified as being the true and correct list of all properties conveyed to and held by the Board of Trustees as of this date.

MINUTE NO. 2: In accordance with the Trust Indenture and the Trust Organization Bylaws executed this date by and between the SETTLOR thereof and the FIRST TRUSTEE, the Board of Trustees acknowledges the written instructions of the SETTLOR concerning the issuance of the Trust Certificate Units and acknowledges the issuance of 1000 Trust Certificate Units in the following manner, according to the wishes of the SETTLOR, to wit:

<u>CERTIF #</u>	<u>BENEFICIARY</u>	<u>UNITS</u>
1.	Paul Connelly	300
2.	Almira Bektesevic	5
3.	Dr. Zoran V Markovic	320
4.	Dr. Dragan Markovic	323
5.	Milos Markovic	3
6.	Mirjana Markovic	3
7.	David Markovic	3
8.	Anna Dragica Markovic	3
9.	Demetris Tackoushis	4
10.	Maria Kesova	4
11.	Milena Markovic	2
12.	Jelena Markovic	2
13.	Anastasia Markovic	2
14.	Gerald Dittrich	2
15.	Damir Bektesevic	1
16.	Zarko Krstic	1
17.	Milan Krstic	1
18.	Milica Krstic	1
19.	Deborah L. Connelly	4
20.	Kimberly L. Connelly	4
21.	Jaime M. Connelly	4
22.	Tiffany A. Connelly	4
23.	Anthony C. Esker	4

Said certificate is now registered in the Records of the Board of Trustees.

MINUTE NO. 3: According to the dictates of United States Supreme Court in the case Boyd v. U.S., 166 US 618 (1886) & the case of Silverthorn v. U.S., 251 385 (1920); The Board of Trustees hereby declares all Minutes, schedules, letters, and attachments hereto, of this Trust to be private & inviolable, and therefore are not to be loaned, read or disclosed to anyone at anytime, unless it is determined by unanimous consent of the Board that disclosure of a particular Minute would be in the best interest of the Trust Organization. The dictates alluded to above are as follows:

"Any compulsory discovery by extorting the party's oath, or compelling the production of his private books and papers, to convict him of a crime or to forfeit his property, is contrary to the principles of a free government. It is abhorrent to the instincts of an Englishman; it is abhorrent to the instincts of an American. It may suit the purposes of despotic power, but it cannot be pure atmosphere of political liberty and personal freedom".

MINUTE NO. 4: The Board of Trustees declares the fiscal year of the Trust Organization to be the calendar year. The Board shall have the power to change such fiscal year by subsequent Minute if it is determined to be in the best interest of the Trust Organization to do so.

MINUTE NO. 5: Until changed by future Minute, the annual meeting of the Board of Trustees of **MARCON HOLDING TRUST** shall be held on January 5th each year (in case that date falls on a weekend, said meeting will be held the following Monday), at 9:30 a.m. at a location to be announced by December 28th of the prior week/year.

MINUTE NO. 6: Special meetings called in accordance with the Bylaws may be held at any time and/or any place in the best interest of the Trust Organization.

MINUTE NO. 7: Should any Trustee vote against any measure being passed upon by the Board, and such measure passes in spite of such negative vote, said Trustee shall, when the Minute evidencing such measure is signed, sign their name thereto with the following beside it: "Dissents to Minute Number _____", with the appropriate minute number filled in.

MINUTE NO. 8: It is in the best interest of the Trust Organization to continue operation in as smooth a manner as possible, even if any Trustee is unable to continue their duties due to death, resignation or removal from office. Should this happen, the Board of Trustees hereby nominates the following named Successor-Trustee(s) to take the place of the following named Trustee(s) in the event that the Board desires to fill the vacancy so created, rather than to reduce the number of Trustees on the Board:

**FIRST TRUSTEE: PAUL CONNELLY
SUCCESSOR TRUSTEE NO. 1: DR. ZORAN V. MARKOVIC**

Any such death, resignation or removal from office of any Trustee shall be noted in the Minutes of the Trust Organization, along with the decision of the Board to either fill the vacancy so created or to reduce the number of Trustees. Should the Board vote to fill such a vacancy, the Successor-Trustee shall immediately be notified by Certified Mail of their conditional appointment to the Board as Trustee. Acceptance of such appointment shall be by special meeting called for such purpose & with an appropriate Minute signed by the accepting Trustee. Upon the appointment of any new Trustee to the Board of Trustees, the Board shall, in like manner, nominate a Successor -Trustee for such new Trustees.

The Board may, in its discretion, by appropriate Minute, allow for the pre-acceptance of the position of Trustee by any Successor -Trustee. The effect of any such pre-acceptance shall be to make the appointment of such Successor-Trustee automatic upon receipt by such Successor-Trustee of written notice of the death, resignation or removal from office of the Trustee they are named to succeed. No further action of the Board of Trustees shall then be necessary to enable such Trustee to exercise the full powers of this Trust Organization. However, an appropriate Minute shall be made reflecting that such has taken place as soon thereafter as conveniently possible.

MINUTE NO. 9: To further comply with the intent to streamline operations of this Trust Organization, it is in the best interest of the above named Successor-Trustee to also name a Successor-Trustee. The TRUSTEE hereby nominates the following named Successor-Trustee to take the place of the above following named Successor-Trustee in the event that the first Successor-Trustee shall not be able to fill said position. If such an event does occur, the provisions herein shall provide for an automatic appointment of this second-named Successor-Trustee to take their position immediately following their receipt of written notice of said vacancy.

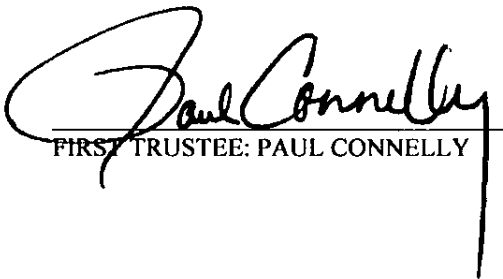
SUCCESSOR-TRUSTEE NO. 1: DR. ZORAN V. MARKOVIC
SUCCESSOR-TRUSTEE NO. 2: DR. DRAGAN MARKOVIC

MINUTE NO. 10: The Board of Trustees shall reimburse any Trustee for all necessary expenses incurred by such Trustee for travel on business of the Board, as well as any expenses incurred by such Trustee incidental to his service as Trustee. To receive repayment of such expense, the Trustee must submit to the Board, written evidence of such expense, such as a written log of travel, gas receipts, meal receipts, lodging receipts, and the like. The Board may, in its discretion, prepay the expenses of such travel or work for the Board by the Trustee. Such Trustee shall account to the Board for the expenditure of such prepayment and reimburse the Board for any overpayment.

MINUTE NO. 11: It being the intent of the SETTLOR hereto to preserve this Trust Estate, it shall be the policy of the Board not to employ the services of any individual, unless such can be done on an Independent Contractor and/or Contract Worker basis, to eliminate the added expense of Social Security Taxes, Unemployment Taxes, Workmen's Compensation Insurance and the like.

MINUTE NO. 12: All Minutes, Resolutions, Records or other Documents concerning this Trust shall include the signature of the FIRST TRUSTEE.

There being no further business to come before this meeting, upon a motion duly made, seconded and carried, the meeting was adjourned.


FIRST TRUSTEE: PAUL CONNELLY

FILED
2010 AUG -9 PM 4:52
CLERK OF STATE
TALLAHASSEE, FLORIDA