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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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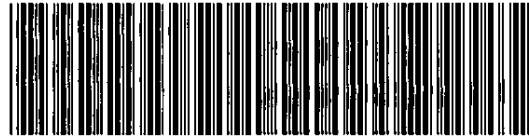
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2010 NOV 29 PM 12:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

J. Shivers DEC 01 2010

COVER LETTER

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

SUBJECT: ARROW-POINT INTERNATIONAL BUSINESS TRUST

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

FEES:

Declaration of Trust \$350.00

OPTIONAL:

Certified Copy \$ 8.75

FROM: ROBINSON ROSIDOR
Name (Printed or typed)

14020 N.W. 8 AVE.
Address

MIAMI FLORIDA 33168
City, State & Zip

(786)- 419-6464
Daytime Telephone number

2010 NOV 29 PM 12:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY

ARROW-POINT INTERNATIONAL

A BUSINESS TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of ARROW-POINT INTERNATIONAL, a
(Name of Trust)

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

ARROW-POINT INTERNATIONAL, in the State of Florida,
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 14020 N.W. 8 AVE.

MIAMI FLORIDA 33168

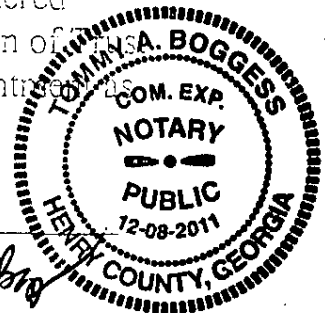
3. The registered agent and street address in the State of Florida is:

ROBINSON ROSIDOR

14020 N.W. 8 AVE MIAMI FLORIDA 33168

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:

NOTARY

Name:

Chairman of the Board of Trustees

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

2010 NOV 29 PM 12:18

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BUSINESS TRUST

Declaration

And

Contract

Of

Trust

THIS DOCUMENT
IS TO BE INTERPRETED AND EXECUTED
UNDER THE RIGHT OF CONTRACT LAW
WITH THE ORIGINAL SITUS IN THE

**STATE OF FLORIDA
COUNTY OF LEON**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2010 NOV 29 PM 12:18

FILED

THIS INDENTURE AUTHORIZES
IT'S TRUSTEE
TO PERFORM UNDER THE NAME OF

ARROW-POINT INTERNATIONAL BUSINESS TRUST
TRUST

(AN IRREVOCABLE COMMON-LAW TRUST)

22

BUSINESS TRUST

CONTENTS (BUSINESS TRUST)

1. Contract
2. Management Agreement
3. Trustee
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5. Memorandum of Exchange
6. General Manager
7. Minutes of Trust
8. New Accounts Manager
9. Certified List of Beneficiaries
10. Certificate of Capital Unit
11. Certificate of Trust Unit
12. Schedule "A", Personal Property
13. Schedule "A", (Part II), Description
14. Schedule "B", Registry of Certificate of Capital Units
15. Schedule "B", Registry of Certificate of Trust Units
16. Schedule "C", Successor Trustees
17. Schedule "C", (Part II), Successor General Manager
18. Minutes

RECORDS OF STATE
TALLAHASSEE, FLORIDA

2010 NOV 29 PM 12:10

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AN IRREVOCABLE BUSINESS TRUST

THIS DECLARATION OF TRUST, made this 4th day of October, in the year of Our Lord, Two thousand and 10, by ELIZABETH JOINER (the "SETTLOR"), and ROBINSON ROSIDOR (the "TRUSTEE").

1.1 CLASSIFICATION OF ORGANIZATION

This declaration of Trust is intended to create an Irrevocable Trust (the "Trust") and not a Partnership or joint-stock association.

2.1 DEFINITIONS

For the purpose of this Agreement, the singular shall include the plural, and the words "he" or "she" shall include both genders, and references to person shall include a corporation or corporations save where the context specifically so denies.

"Certificates of Capital Units" means a certificate representing a percent of the PROPERTY or Corpus of the Trust. Any Exchanger shall receive Certificates of Capital Units, of indeterminable value, in exchange for the property they exchanged into the Trust. The Certificates of Capital Units legally consist of the immovable "Res" (Corpus of the Trust). The Capital Units are of indeterminable value until sold. Capital Units are not the same as Trust Certificates Units.

"Property" means real and personal, movable or immovable property of any description and wheresoever situate including (without limiting the generality thereof) policies, cash, chose in action, deeds, titles, assignments, mortgages, and loans.

"Certificates of Trust Units" means a certificate representing a percent of the movable "Res" or The PROFITS of the Trust. Only the Beneficiaries may receive Certificates of Trust Units. The Settlor, the Trustee, nor the Exchanger may receive Certificates of Trust Units

3.1 TRUSTEE

The TRUSTEE upon signing this Agreement shall be deemed the TRUSTEE, and within 20 days hereafter or sooner may appoint a qualified GENERAL MANAGER. Otherwise, the Trustee shall assume all the duties and responsibilities of the General Manager and/or Executive Secretary.

4.1 GENERAL MANAGER

The GENERAL MANAGER shall have absolute and sole authority to determine what shall constitute principal and earnings, and shall have authority to determine if and when distributions will be made to the Beneficiary.

The GENERAL MANAGER upon signing a contract may within 20 days thereafter appoint an EXECUTIVE SECRETARY.

THE GENERAL MANAGER SHALL HAVE THE FOLLOWING POWERS, VIZ:

(a) The General Manager shall be authorized to issue ninety nine (99) Certificates of Capital Units (Hereinafter call Capital Certificates) representing 99% of the beneficial interest in the Trust estate. The General Manager shall not issue Certificates in excess of that number. The Capital Certificates shall have no par value, and the General Manager shall not place any nominal value on Capital Certificates. Capital Certificates are non-assessable, non-taxable, non-negotiable and limited in transferability. The lawful possessor shall be construed the true and lawful owner thereof. The Executive Secretary nor the Trustee herein may own Certificates of Capital Units.

BUSINESS TRUST

(b) General Manager is authorized to receive property into the Trust Organization in Exchange for a negotiated Certificate of Capital Units. The party exchanging the property shall be deemed to be an Exchanger. All owners of Capital Certificates shall be identified on a Registry of Certificates of Capital Units kept in the Trust Minutes Book. Ownership of Capital Certificates shall not entitle the holder to any legal or equitable title in Trust Organization Property or to any undivided interest therein, nor management thereof, except and only at such time as the Trust is terminated.

(c) Certificates of Capital Units shall be immune from seizure by any creditor or lawful owner. They shall consist of one hundred (100) units each with a par value of one dollar (\$1.00). The General Manager may sell exchange or acquire units for such sums as they consider proper. The General Manager shall issue the Certificates of Capital Units, in exchange for assets, in such form as the General Manager deems proper, evidencing the interest of the Exchanger(s). The General Manager shall be the Holder of the Trust Assets and shall be bound by the provisions of this Declaration of Trust.

The Holder(s) of any Certificates of Capital Units shall not have the right to ask for partition of the Trust property during the continuance of this Trust. The Holder(s) of any Certificates of Capital Units shall only have an interest in distribution of assets upon termination of the Trust.

The Certificate(s) of Capital Units shall entitle the Exchanger(s) to participate in all distributions from the sale of the Trust assets.

(d) Death, insolvency, or bankruptcy of any Capital Certificate holder or the transfer of a Capital Certificate by gift, exchange, or sale shall not operate dissolution to this Trust Organization or its operations or business; nor shall such events entitle his creditors, heirs, or legal representatives to demand any partition or division of the Trust Estate or any special accounting. Death of a Capital Certificate holder shall not terminate his or her rights if said rights are pre-assigned to the Capital Certificate holder's Beneficiary as provided in the minute book or record or the Capital Certificate holder's Trust. Said rights shall therefore not pass, by probate or operation of law, to any heir or legatee, but shall pass to the Beneficiary of the Capital Certificate holder, or in the event there is none, the Capital Certificates shall revert to this Trust.

(e) Certificates of Capital Units may be surrendered to or transferred back to the Trust Organization subject to the approval of the Trustee or the General Manager, but may not otherwise be pledged, assigned, hypothecated, or transferred by a Capital Certificate holder without the consent of a majority in interest of all other current Capital Certificate holders. Should a Capital Certificate holder transfer or surrender his Certificate of Capital Units to the Trust Organization, the General Manager may at his sole discretion, assign, convey, or exchange said Capital Certificate to any other person. If any Capital Certificate holder contest in any court of law, the validity of this Trust or any provision of this Trust, or the authority of the General Manager, that Capital Certificate holder's Certificate of Capital Units shall revert back to the Trust and may be re-issued to other parties at the discretion of the General Manager.

5.1 SHARES OF BENEFICIAL INTERESTS

No Beneficiary shall have the right to ask for partition of the Trust profit or property during the continuance of this Trust. No Beneficiary shall have any interest in any portion of the Trust Property, and shall only have such interest in distribution of the profits as the Trustee determines to be in the best interest of the Trust, as evidenced by a Trust Certificate Unit. When any portion of the profit is distributed, that portion may then become taxable to the recipient.

Trust Certificate Units are not transferable. Any Transferee of a Certificate of Capital Unit, who receives said beneficial interest without prior written approval, shall succeed to none of the rights of

BUSINESS TRUST

the Transferor other than the right to receive a distribution of Trust assets upon termination of the Trust. Once the Certificates of Capital Units are sold, they may become taxable.

6.1 BENEFICIARY

The BENEFICIARY(S) does not own Certificate of Capital Units or other property(s) in the Trust Fund. They may own Trust Certificate Units, at the discretion of the Trustee, and if they receive a distribution of the profits said distribution may become taxable upon reception.

7.1 EXECUTIVE SECRETARY

The EXECUTIVE SECRETARY as hereto before provided in this Contract, has certain duties and powers which shall include serving as independent PROTECTOR by having the power upon Complaint for just cause against a Trustee, appoint a Committee of Arbitrators of three (3) non-interested persons to investigate the complaint, and upon investigation, by showing proper cause, the accused shall be notified of the Committee's findings. The accused shall therefore be entitled to an open forum so provided that he may present his defense and refute the alleged charges against him. If by two thirds (2/3) vote of the Committee, the accused will have 30 days in which to appeal the Committee's verdict to a court of competent jurisdiction.

The Executive Secretary may not appoint himself to be a Trustee nor may he serve on the Committee of Arbitrators.

Neither the Trustee nor the General Manager nor the Executive Secretary may at any time, while holding office, own or claim ownership of the corpus of the Trust or any part thereof.

In the event of, and upon the death, resignation or incapacity of the Trustee to serve, the Executive Secretary, within thirty days there from, shall appoint an Emergency Trustee until such time as the successor Trustee is conformed by a court of competent jurisdiction.

However; if there are no objections as to the Emergency Trustee serving as successor Trustee within 30 days from the date of said appointment, the court need not confirm the appointment.

THE EXECUTIVE SECRETARY SHALL HAVE THE FOLLOWING POWERS, VIZ:

- (a) To appoint a Trustee resident in any part of the world;
- (b) To appoint a Trustee to act as sole Trustee for such part of the Trust Fund as shall be located in any particular country, state, territory, colony, or possession, in which event, the Trustee appointed in relation to such funds shall in all respect be subject to the provisions in the Agreement set forth and contained;
- (c) To appoint a Trustee resident in any part of the world to act as an alternate for the Trustee and to exercise all the powers of the Trustee, in which event, such alternate Trustee shall in all respect be subject to the provisions in the deed set forth and contained;
- (d) In the event of appointment of a new or alternate Trustee under the breach of duty clause, to declare that thereupon the Trustee shall cease to be the Trustee in respect of all or any part of the Trust Fund, and shall be divested of title to any or all of the capital and/or income of the Trust Fund.

8.1 FURTHER POWERS OF GENERAL MANAGER

Subject to any payment or application made, the GENERAL MANAGER shall accumulate the whole of the income arising in each year during the Express Accumulation Period, but only during such time as is not prohibited by any applicable law restricting the period during which income or any part thereof may be accumulated under this Settlement. Any income which the General Manager shall accumulate pursuant to the preceding shall be dealt with as an accretion to the capital of the Trust Fund, but the General Manager may at any time or times, resort thereto and apply or pay the whole of any part thereof as if it were income of the Trust Fund of the then current year.

BUSINESS TRUST

In so far as the income of the Trust Fund has not been paid, applied or accumulated as herein set forth, such income (at the end of the year in which it arose and in respect of which there has been no such payment, application or accumulation made), shall be added to the Trust Capital.

In so far as the income of a year has not been validly dealt with under any of the preceding provisions of this clause, it may be distributed for the Beneficiary who may not have been entitled to the distribution of said income had the last day of the year of income been the termination date.

With the approval of the Trustee, subject to any appointment, application or payment, the General Manager shall, on the termination of the Trust, stand possessed of the Trust Fund and the income thereof upon the Trust, by delegation of the Trustee, to distribute the same as he shall determine, and such determination to be exercised in writing on or before the termination of the Trust and in default of such determination for the Beneficiary.

THE GENERAL MANAGER SHALL HAVE AND MAY EXERCISE FROM TIME TO TIME THE FOLLOWING POWERS:

- (a) To retain the original property belonging to or forming part of the Trust Fund in the actual state or condition in which the same was received by the Trustee for so long as the General Manager shall think proper;
- (b) To sell, alienate, or dispose of any property at any time forming part of the Trust Fund in such manner by public or private treaty, and for such price in money or other consideration and on such conditions as he may think fit to receive the consideration and grant discharges thereof but only to the extent that such transaction is in the best interest of the Trust;
- (c) To exercise his powers on behalf of the Trust attaching to securities (which expression includes, shares, stock debentures, bonds, mortgages, promissory notes and certificates of value);
- (d) Exchange property for other property of a like or different nature, and for such consideration and on such conditions as the General Manager may consider advisable;
- (e) To compromise and settle for such consideration and upon such terms and conditions as the General Manager may consider advisable, all matters arising in relation to the Trust or the Trust Fund hereby created, and all such compromises and settlements shall be binding on the Trust;
- (f) To carry on any Trust business or trade, alone or in partnership either in its own right or in the capacity of a Trustee or otherwise, or with any company in which the General Manager is directly or indirectly interested in its own right, and in connection therewith to make, execute, negotiate and arrange all manner of payments, commercial credits, bills or exchanges and all other necessary authorities to bankers and others from the Trust Fund;
- (g) The General Manager may surrender and deliver up any securities forming part of the Trust Fund for such consideration (of whatever nature) and upon such terms and conditions as the General Manager may approve;
- (h) To consider any re-organization, re-construction or amalgamation of all or any assets and securities which form part of the Trust Fund, and to consent to any dealing with such securities as he may consider advantageous or desirable in the best interest of the Trust;
- (i) To invest the Trust Fund in such investments as the General Manager may in his discretion deem to be fit and desirable, including (without limitation) deposits with banks or other financial institutions, companies or like bodies, in any part of the world, whether or not such investments shall be authorized for the investment of Trust funds, and without in any way restricting the foregoing provisions of this clause to invest the same, viz:
 - (1) The General Manager may purchase or exchange shares in any company, or purchase and/or sell securities, stocks, bonds, commodities, policies of insurance or other investments or property (real or personal) wheresoever situated; engage in any business transactions he sees fit, including insurance, publishing, etc., buy and sell real estate; acquire assets, manage them, and sell

BUSINESS TRUST

them; and take on lease for such terms as he thinks fit, on any real or personal property, whether involving liability or not, whether in possession or reversion, and whether producing income or not, or upon personal credit with or without security; and upon such terms as he shall in discretion think fit;

(2) The General Manager may make loans whether secured or unsecured and whether with or without interest to any person;

(3) The General Manager may purchase, in any part of the world, gold silver bullion or other precious metals; and the General Manager shall have the same full unrestricted power of investing, selling and transposing investments as if the General Manager were beneficially entitled in all respects to the Trust Fund;

(j) To determine whether any sums received or disbursed are on account of capital or income, or partly on account or both, and in what proportions, and the decisions of the General Manager in writing or otherwise shall be conclusive and binding;

(k) To employ and pay for such profession or other assistance as the General Manager may deem requisite in the discharge of his duties;

(l) The General Manager may act on the opinion or advice of any professional or expert, but, provided he does so in good faith, the General Manager shall not be responsible for any loss, depreciation or damage occasioned by acting in accordance therewith;

(m) The General Manager shall determine all questions and matters of doubt which may arise in the course of the management, administration, realization, liquidation, partition, or winding up of the Trust Fund;

(n) Generally to perform all acts of ownership to the same extent and with the same effect as might have been done if the General Manager were acting in the capacity as a Trustee of the Trust;

(o) The General Manager may erect buildings on and effect improvements to any property forming part of the Trust Fund and to conduct any operations (including leasing) over all or any part of such property;

(p) To institute and defend proceedings at Law and to proceed to the end and determination or compromise of the same as the General Manager shall see fit;

(q) The General Manager may borrow any moneys for purposes of the Trust hereof; such terms as to payment of principal and interest (if any) as he shall, in his discretion, think fit, and the General Manager may, for this purpose, mortgage or charge in favor of the lender, the whole or any part of the Trust Fund or any interest therein.

The General Manager may register any securities at his discretion, in the name of the Trust. The expenses touching on the administration of this Trust including the remuneration and charges of the General Manager hereinafter provided for shall be charged firstly against the income of the Trust Fund, and if such income is insufficient, then against the Trust Fund, as may be required.

The General Manager may appropriate in or towards satisfaction of the entitlement of any person to any portion of the Trust Fund.

The General Manager may charge and shall be paid out of the Trust and/or the income thereof such remuneration on such basis or at such rate as the General Manager shall from time to time submit in writing to the Trustee, and upon his approval, an record of said remuneration shall be entered upon the minutes of the Trust.

The General Manager shall not be required to give bond or security for the due and faithful administration of the Trust Fund or for the discharge of the Trust hereby created.

The General Manager shall not be bound to act personally in any case, but may appoint an advisor to act on his behalf to transact all or any business of any name.

BUSINESS TRUST

9.1 FURTHER POWERS OF EXECUTIVE SECRETARY

- (a) The Executive Secretary shall have power to appoint the Emergency Trustee or a new Emergency Trustee resident in any part of the world, PROVIDED ALWAYS that the Executive Secretary shall not appoint himself to be the Emergency Trustee;
- (b) The Executive Secretary may at any time request the removal of any Emergency Trustee for breach of the terms of the Trust;
- (c) Any Emergency Trustee may at any time resign the office of Emergency Trustee on giving not less than one (1) month notice to the Executive Secretary;
- (d) Upon good cause shown, a court of competent jurisdiction, may by order have the Emergency Trustee removed;
- (e) The office of Emergency Trustee shall ipso facto be determined and vacated if such Emergency Trustee is removed from office pursuant to sub-clause 7.1(d).

10.1 POWERS IN GENERAL LIABILITY

- (a) Every discretion or power hereby conferred on the Trustee, Emergency Trustee, or Executive Secretary shall be an absolute and uncontrolled discretion of power, and they shall thereby not be liable for any loss or damage occurring as a result of the exercise of such discretion of power;
- (b) Neither the Trustee, the Emergency Trustee, the Executive Secretary, nor the General Manager shall be liable for the consequence of any error or omission whether of law, or of fact, on his or their parts, or on the part of his or their legal or other advisors, or generally for any breach of duty or trust whatsoever, unless it shall be proved to have been committed, made or omitted consciously, fraudulently, or in bad faith by any one or more of them;
- (c) The Settlor and Trustee or Emergency Trustee shall be held harmless against any claims or taxes and impositions arising in connection with the Trust Fund or any part thereof;
- (d) In the event of the General Manager investing the Trust Fund or any part thereof in stocks or shares of any proprietary or private company, the following provisions shall apply:
 - (1) The General Manager shall be responsible only for so much of the stocks or shares and dividends and income as shall be actually paid and transferred and nothing herein shall place any obligation on the Trustee to:
 - (a) Investigate the account management or control of the said company or;
 - (b) Inquire into or in any manner, question or bring any action, suit or proceedings, or in any other manner whatsoever, seek to interfere with the management, government or control of the General Manager, as the case may be, for the time being of the said company.
 - (2) The Trustee is hereby expressly excused from attending any and all general meetings of the said company, and are hereby duly authorized to appoint the General Manager as representative, and shall give such proxy to represent the Trust and all such general meetings. Notwithstanding, the Trustee may be present at such meetings if the Trustee so desires.

11.1 RESIGNATION OF TRUSTEE

If it appears desirable to the Trustee to do so, the Trustee may resign. The Executive Secretary shall appoint a Successor to any Emergency Trustee in any place in the world, and transfer to such Trustee the Trust Fund and income thereof, and shall not be required to give notice to any person other than in accordance with Clause 14.1 and, thereafter, this deed shall be governed in all respects by the Laws of that place, PROVIDED THAT in no event shall any accumulations of income be made thereafter which would be prohibited by law, as amended from time to time, and no disposition or appointment shall be made thereafter which would be void if this Settlement had continued to be governed by the Laws for the time being in force of that place, notwithstanding that the Laws of such other place may permit such accumulation or disposition or appointment.

BUSINESS TRUST

12.1 SUCCESSOR TRUSTEE

Any SUCCESSOR TRUSTEE under this deed shall have all the powers and duties of the Trustee hereunder. Upon the appointment of such successor Trustee, any attorney in fact, agent, custodian or depository of the property comprising the Trust Fund or income thereof, shall forthwith become the same for such Successor Trustee without the necessity of executing or filing any papers or any further act.

13.1 JURISDICTION

This Settlement is made under the Common Law and the rights of all parties and the construction and effect of every provision hereof, shall (subject to the Provisions of Clause (9.1) hereof) be subject to the Laws of the situs of this Trust and all beneficial interest therein shall be deemed to be in the same situs as this Trust.

14.1 RELEASE AND REVOCATION OF POWER

Any other person or persons upon whom any power is conferred by this Agreement may subject to this Clause, by written document, release and revoke any power or powers so conferred on him or them. Upon the exercise of any release and revocation pursuant to this Clause, the power so released and revoked shall be absolutely and irrevocably terminated from the date when a memorandum of such release or revocation is endorsed on this Agreement or such later date, when such release or revocation is expressed in the document by which it is made to take effect.

15.1 PRIVACY

The Trustee shall not be obliged to make known to anyone that this Settlement exists, or any matters in relation thereto or that he is named as such, or that he is now or at any time hereafter included in the Trust, nor is he obliged to contact any certificate holder or beneficiary until any of them becomes absolutely and indefeasibly entitled to receive actual payment of any monies or investments held by the Trust hereunder, and the Trust officer shall then only be obliged to inform the person being entitled of his or its actual entitlement and the existence of this Settlement.

16.1 TERMINATION OF TRUSTEE

At any time before the termination of the Trust, the happening of any of the following events or circumstances shall forthwith terminate the tenure of any company or person incorporated or resident within the situs of this Trust as Trustee hereof for the time being (hereinafter collectively referred to as "Resident Trustee") so that the Resident Trustee shall thereupon cease to be the Trustee hereunder, and to act as such Trustee, and shall be thereby divested of title to the capital and income of the Trust Fund, that is to say:

(a) The declaration or existence of a state of war, in consequence of which the citizens, nationals or residents of the Trust Situs are declared to be or deemed to be enemies of any foreign government;

(b) The invasion of the Trust Situs by military forces;

(c) The enactment of any Law or any action by or on the part of any government authority, agency, or officer or a foreign government, or having de-facto or de-jure jurisdiction over the Trust Situs, the purpose or effect of which is as follows:

(1) The acquisition, expropriation or confiscation of any of the assets comprising the Trust Fund or;

(2) To restrict in any way the use, investment or distribution of the Trust Fund or;

BUSINESS TRUST

(3) The restriction, suspension or abrogation in whole or in part of the Trust constituted by this deed, or of any contract in relation to the Trust hereby created, or to the Trust Fund, in which event, the Emergency Trustee shall forthwith become vested with title to the assets of the Trust Funds as if it had been the Trustee hereunder, and the forum for the administration of the Trust constituted by this Agreement shall forthwith be deemed to be the place of residence of the Emergency Trustee and the courts of the said place of residence shall have exclusive jurisdiction over all matters appertaining to this deed and the Trust hereby declared, and of any and all matters relating thereto. The appointment for the Emergency Trustee applicable at the time its appointment becomes effective, and the Emergency Trustee shall be entitled to remuneration calculated according to its scale of fees from time to time in force.

17.1 NAME OF THE TRUST

The Trust constituted by this Agreement shall be know as ARROWPOINT INTERNATIONAL TRUST

18.1 DURATION OF TRUST

The duration of the Trust shall be for 100 years from the date hereof.

19.1 CUSTODIAN OF RECORDS

Notwithstanding the title of "General Manager", he is NOT the Custodian of Records for the Trust. Provided that funds are made available for such services, the only Custodian of Records for the Trust must be an accountant who may also serve as "TREASURER". The Trust may contract, by resolution, a Custodian of Records only if the budget so permits. In the alternative, the Trust may contract, by resolution, a "SECRETARY" to keep the business records of the Trust.

20.1 FURTHER PRIVACY PROVISION

This Contract and Declaration of Trust and all Trust business shall be kept private, protected by the common law privacy rights available in this and every other applicable jurisdiction. The penalty for the release of any information pursuant to the material contained within the context of this Trust or any related material, including fitch density method, is that such persons shall be fined or made the party of a tort action in the amount of not less than one hundred thousand (\$100,000.00) dollars.

21.1 AUTHORITY

The Officers of the Trust shall not be required to obtain authority or approval of any court in the exercise of any power conferred hereunder, and shall not be required to make current reports or any accounting thereto.

Should it become necessary for a court of competent jurisdiction to protect the administration of the Corpus herein, it too shall be guided by the terms, conditions, purposes and intent of this indenture, and minutes interpreting the same.

22.1 OBLIGATIONS

The Executive Secretary, in the absence of a Treasurer, shall pay all taxes (if any), assessments, charges, debts, bills and obligations arising out of the maintenance, operation and administration of this Irrevocable Trust. There shall be a charge upon the Trust for the above named obligations, and they shall be paid out of the income of the Trust. In the event and to the extent that the income may be insufficient for such, they shall be paid out of the principal.


BUSINESS TRUST


23.1 COMPENSATION

The Trustee, Executive Secretary, General Manager, and like officers representing the Trust, while on Trust business, are entitled to compensation as determined by the minutes by two thirds (2/3) vote of said Trust officers.

IN WITNESS WHEREOF the Settlor has hereunto set his hand and the Trustee has hereunto set his hand as of the day and year above written.

WITNESSES


ELIZABETH JOINER SETTLOR

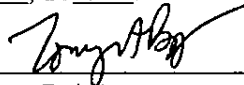

ROBINSON ROSTDOR TRUSTEE

BUSINESS TRUST

STATE OF Georgia
COUNTY OF Clayton

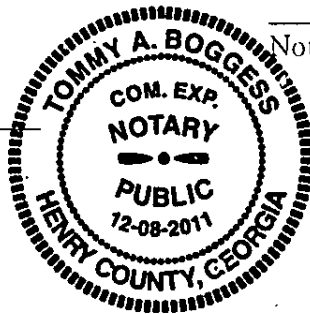
BEFORE ME, the undersigned authority, personally appeared, ELIZABETH JOINER
Settlor, known to me to be the person described in and who executed the foregoing Trust Agreement
and acknowledged executing same voluntarily and for the purposes therein stated, and who is
personally known to me or who presented GA DL# D6441965 as identification.

WITNESS my hand and seal this 24th day of Nov, 20 10.



Notary Public

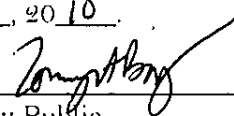
My commission expires: 12/08/11



STATE OF Georgia
COUNTY OF Clayton

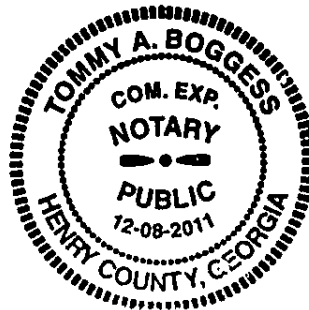
BEFORE ME, the undersigned authority, personally appeared, ROBINSON ROSIDOR
Trustee, known to me to be the person described in and who executed the foregoing Trust Agreement
and acknowledged executing same voluntarily and for the purposes therein stated, and who is
personally known to me or who presented GA ID CARD 052075085 as identification.

WITNESS my hand and seal this 24th day of Nov, 20 10.



Notary Public

My commission expires: 12/08/11



MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered on this 4TH day of OCTOBER, 20 10, by and between MARC CHERISME, hereinafter referred to as Manager, and ARROWPOINT INTERNATIONAL TRUST (Business Trust), located at:

14020 N.W. 8 AVE.

MIAMI FLORIDA

33168

Subscribing this AGREEMENT, at the end, hereafter referred to as the CLIENT.

WITNESSETH:

WHEREAS, the CLIENT possesses certain duties, responsibilities, and obligations which the Client wishes to delegate to another company to manage for a 50 year (UN) limited period of time, and WHEREAS, the MANAGER is in the business of providing management services, and is willing to provide such services for the Client upon the terms and conditions hereinafter set forth:

1. SERVICES: The Client hereby appoints the Manager to be the day to day manager with respect to any and all business dealings the Client may have. The Client does so for the purpose of providing a professional relationship with customers.

2. PROCEDURES: The Client does hereby transfer all authority to the Manager to manage the business affairs of the Client.

3. DURATION AND TERMINATION: For good cause, such as death, sale of the Client's business, or any or all of the Client's equipment, and/or any emergency or crisis which may affect the financial health status of the Client, this Agreement may be terminated by either party at any time, within sixty (60) days prior written notice to the other. In that case, the Manager shall make changes only with the consent of the Client. Termination of this Agreement shall in no way affect or preclude the consummation of any transaction which was effected prior to such termination.

4. POWERS, ACTS, AND COMMISSIONS OF THE MANAGER: In connection with the rendering of services to the Client as provided for herein, the Manager acknowledges with this Agreement to undertake and effect transactions with customers on behalf of and at the risk of the Client in such a manner as the Manager deems advisable, with prior notice approval by the Client. This statement is not intended to take away rights that the Client may have under the law.

5. MANAGING FEES: The Client shall pay the Manager a monthly management fee of up to \$1,000.00 which shall be determined on the profit basis of Client after taxes. This fee is payable upon the acceptance of this Agreement and payable each month thereafter. All checks shall be made payable to the Manager. Should this Agreement be terminated anytime prior to the "fee is due" date, there shall be no credit allowed for the remaining days, nor shall the Client receive a refund.

6. ADDITIONAL CLIENT OBLIGATIONS: The Client also agrees to provide office facilities, telephones, lodging, furnishings, clothing, and food for the Manager, as they are expected to be available for this business on a day and night basis. The Client also agrees to purchase life and

BUSINESS TRUST

health insurance policies, investment plans, and retirement plans for the Manager. The Client will also provide the Manager with two weeks of paid vacation the first year. Vacation time may be increased by two weeks each year thereafter up to sixteen weeks a year. The Client will provide educational classes for the Manager so that he can improve skills that may be involved in furthering the Client's business activities, such as, but not limited to; business management classes, computer classes, etc. The Client will also provide vehicles, maintenance, repair, insurance, and cost of operation for the Manager.

7. MISCELLANEOUS: The Client in no way relinquishes of any of the properties. The Manager may not convert any of the delegated powers for his own financial benefit without the Client's written consent.

8. EFFECTIVE DATE, ASSIGNMENT, GOVERNING LAW: This Agreement shall constitute a binding agreement upon its acceptance by the Manager, provided, however; that the Client may rescind this Agreement without penalty within five (5) business days after the execution date set forth below. This Agreement may not be assigned by either party without the other party's written consent. This Agreement shall constitute a contract entered into and governed by the laws of the State of FLORIDA, and shall be binding upon the successors and assignees of the parties thereto.

This Agreement is made and executed by the Manager and the Client on this 4th day of OCTOBER, 20 10.

By: Trustee

WITNESS

WITNESS

WITNESS

WITNESS



ROBINSON ROSIDOR

TRUST, Client



MARC CHERTISE

Manager

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA