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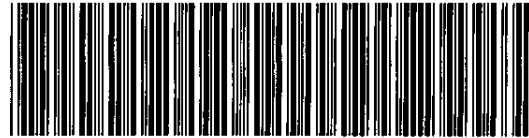
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TRANSMITTAL LETTER

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

SUBJECT: Affidavit to qualify C. & R. ENTERPRISES, IRRV TR

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

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FROM: BOARD OF TRUSTEES, C. & R. ENTERPRISES, IRRV TR
Name (Printed or typed)

8955 US HIGHWAY 301 N.

Address

PARRISH, FLORIDA 34219

City, State & Zip

941-365-2991

Daytime Telephone number

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY

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DIVISION OF CORPORATIONS

C & R ENTERPRISES, IRRV TR

12 SEP 10 PM 4:20

A Common Law, Irrevocable **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 C & R ENTERPRISES, IRRV TR, a

(Name of Trust)

FLORIDA

(State)

C & R ENTERPRISES, IRRV TR

(Name of Trust)

Trust hereby affirms in order to file or qualify

in the State of Florida.

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

2. The principal address is 3520 FRUITVILLE ROAD

SARASOTA, FLORIDA 34237

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

C. L. ZAMMIT, REG. AGENT

8955 US HIGHWAY 301 N., PARRISH, FLORIDA 34219

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.

C. L. ZAMMIT
(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.

R. J. ZAMMIT, TRUSTEE

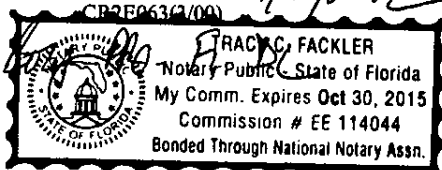
Name:

Chairman of the Board of Trustees

NOTARY

Filing Fee: **\$350.00**

Certified Copy: **\$ 8.75 (optional)**



Common Law Declaration of Trust Agreement
for

C & R Enterprises, Irru Tr

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THIS TRUST AGREEMENT entered into on the 19th day of April, A.D. 1994 between the Exchangers, to wit: Ronald J. Zammit and his wife, Crystal L. Zammit, sojourning in Sarasota County, Sarasota, Florida, hereinafter referred to as "**TRUSTOR**", and the designated nominee, agreeing by signature to accept appointment as fiduciary for the benefit of beneficiaries, hereinafter referred to as "**TRUSTEE**", agree:

I ARTICLE - PURPOSE OF TRUST. The TRUSTOR has established this irrevocable, common law trust (**Family Trust**) for the purpose of providing for the needs of the beneficiary herein. By the trust, TRUSTOR is divesting themselves of all incidents of ownership of the corpus of the trust.

II ARTICLE - CORPUS OF TRUST. The TRUSTOR has delivered to the TRUSTEE the following property fully described on **Schedule A**, attached to and made part of this trust agreement, the receipt of which property is acknowledged by the TRUSTEE.

Trust assets include, but are not limited to:

*Personal property, furniture, furnishings wherever situate, all belongings and possessions of whatever sort, any and all holdings specifically not named in other trusts as described in full on **Schedule A**.*

Further, such property, together with any other property that may later become subject to this trust, shall constitute the '**trust estate**' (corpus) and shall be held, administered and distributed by the TRUSTEE, for the purposes, which are set forth herein.

The TRUSTOR shall have the right to make additions to the corpus of the trust, provided that the same are similar assets of the TRUSTOR, or other property, which the TRUSTEE is willing to accept. TRUSTEE shall not be required to accept any proffered additions to the corpus.

In the event that pursuant to **ARTICLE V** of this trust, any dividends are earned on the corpus/estate, above trust expenses, the dividends shall be added to the trust expense/management account.

III ARTICLE - OWNERSHIP RIGHTS OF THE TRUST. The TRUSTEE shall have all of the incidents of ownership in such corpus, in fee simple and TRUSTOR shall have no control of the corpus.

TRUSTOR shall have no rights to exercise any of the incidents of ownership in regards to the trust corpus/estate, including no reversionary rights to reacquire assets exchanged irrevocably.

The TRUSTOR shall execute any and all documents necessary to provide for the complete transfer of ownership of all assets to the Board of Trustees for the trust to hold title in fee simple, and upon the request of the TRUSTEE shall provide any reasonable cooperation to the TRUSTEE.

IV ARTICLE - REVOCATION AND AMENDMENT. This instrument is irrevocable and may not be altered, terminated or changed in any respect by the TRUSTOR. However, while living and competent the TRUSTEE or their successor, shall at all times, by written notice, have all powers to amend any provision hereof to such extent as may be acceptable to his/her discretion; including but not limited to the power to appoint or accept resignation of additional TRUSTEES; rename or change any beneficiary and sell, pledge or encumber any part of the trust estate as determined to be in the best interest of the trust operation.

V ARTICLE - MANAGEMENT OF THE TRUST. In addition to all other powers and discretions granted to or vested in the TRUSTEE by law or by this instrument, the TRUSTEE shall have the following powers and discretions:

During the life of the TRUSTOR, the TRUSTEE shall maintain property of any kind in trust title, as fiduciary for the benefit of beneficiaries.

These powers include, but are not limited to the ability to do all such acts, exercise all such rights and privileges in the management of the trust estate as if they were absolute owner:

To hold, manage, operate, control, repair, preserve, insure, improve, partition, subdivide, sell (at public or private sale for cash or credit,) convey, exchange, convert, grant options on or otherwise deal with trust property. To loan, invest and reinvest the trust estate or any part thereof. To encumber, lease, purchase liability insurance, manage, control or dispose of any property of the trust estate. To hold securities or other property in the TRUSTEE's own name or in the name of the trust ("**C & R Enterprises, Irrv Tr**") without disclosing any fiduciary relationship or named beneficiary.

The TRUSTEE is not liable for any loss sustained or incurred by this trust, other than for fiduciary misconduct and/or malfeasance.

Any income or dividends paid on such corpus/assets shall be held by the TRUSTEE in trust, provided that TRUSTEE may pay any expenses of the trust from such income. The TRUSTEE alone retains authority for distribution to beneficiaries, from time to time at their discretion.

Any dividends or other earnings of the corpus of the trust, above expenses shall be declared "**principal**" and kept in a reserve (checking account/money market account) for future trust expenses. The TRUSTEE in his/her discretion may determine what is principal or income and what shall be charged or credited to either, and their judgment shall be binding everyone beneficially interested hereunder. All undistributed income shall be added to principal annually.

In the event the annual expenses become due on the corpus of the trust, the TRUSTEE may pay the costs from the reserve. In the event that the reserve is not sufficient to pay any expenses due, the TRUSTEE shall notify the TRUSTOR of the amounts and due dates, as soon as the shortage is known.

Should TRUSTOR fail to fund the payment of the annual expenses, the TRUSTEE shall have no obligation to make any advances. The TRUSTEE shall in the trustee's sole discretion be entitled to:

- (a) convert the property or any other assets into cash; or
- (b) surrender for cash any stocks, bonds, mutual funds, brokerage, securities or insurance annuities; or
- (c) borrow on security of the corpus of the trust to make such payments; or
- (d) pledge as collateral assets, in which event the value of the "**letter of credit**" shall form the corpus of the trust.

The TRUSTEE shall have the right, in the TRUSTEE's sole discretion to sell, cash in, transfer or exchange any assets in the event that:

- (e) the company providing the fiduciary /fund management is unsuitable due to its management, operating experience; or
- (f) substantially larger returns or earnings may be achieved with another company or broker/dealer; or
- (g) the dividend /earning potential of another investment or accounts are substantially greater.

Upon the death of the TRUSTOR, the TRUSTEE has with all possible dispatch to provide necessary evidence of their proof of powers to continue to serve as fiduciary for the benefit of beneficiaries. Additionally, the SUCCESSOR TRUSTEE shall have the right, if in the sole discretion of the TRUSTEE the same is advisable, to manage and maintain the corpus /estate in the best interest of the trust and the beneficiaries.

The SUCCESSOR TRUSTEE shall maintain sole discretion regarding when to distribute the corpus of the trust; in the following order:

- (i) to the expenses of the trust;
- (ii) to the following beneficiaries in shares as follows:

initially: 100 units (100% of shares) to Exchanger/TRUSTOR, solely and individually, but then surrendered and re-issued as listed and maintained in the private *Register of Capital Certificates*, representing one hundred percent (100% - all shares).

The interest of the beneficiaries of this trust shall not be assignable and the beneficiaries shall not have the right to pledge, assign, convey or otherwise transfer, lien or encumber any portion of the income or principal of this trust. All payments and dividend distributions provided for by the beneficiaries herein shall be made directly to them or their guardians as is provided herein.

After the death of the TRUSTOR, said notice shall be given to all adult beneficiaries who may be receiving or entitled to receive income hereunder. Upon final disbursement of the remaining funds, the trust shall terminate.

VI ARTICLE - TRUSTEE AND SUCCESSOR TRUSTEE. The TRUSTEE or any SUCCESSOR TRUSTEE, may resign at any time upon giving written notice, ten (10) days before such resignation shall take effect, to the TRUSTOR, if then living.

TRUSTOR shall have no right to discharge, instruct or change the TRUSTEE after the execution of this agreement. In the event that the TRUSTEE resigns or is removed for cause (**Article V**) the **SUCCESSOR TRUSTEE** shall be: TO BE DETERMINED. This SUCCESSOR shall become an active member of the Board of Trustees upon their written acceptance of the duties of Trustee hereunder. In the event that (T/B/D) does not serve for any reason, the alternate SUCCESSOR TRUSTEE shall be TO BE DETERMINED.

All discretions granted to or vested in the TRUSTEE by any provision of this agreement are to be exercised in the sole and absolute discretion of the SUCCESSOR TRUSTEE also.

Any instrument executed by the TRUSTEE shall be binding on all parties hereto and on all SUCCESSOR TRUSTEES and beneficiaries hereunder. No person paying money to the TRUSTEE need see to the application of the money so paid.

The TRUSTOR of this Family Trust shall prepare and execute a "**Letter of Wishes**" which document shall at all times be retained in the permanent records of this trust, to aid in future instruction and direction of the Successor Trustee, Personal Representative and ultimate benefit of the Beneficiaries of **C & R Enterprises**.

VII ARTICLE - INDEMNITY AND EXPENSES FOR THE TRUSTEE. The TRUSTEE shall be entitled to indemnity for any expenses or claims related to the trust, provided that the TRUSTEE's transactions and acts were in good faith. No bond shall be required of the TRUSTEE or their successor.

No entity dealing with the TRUSTEE shall be required to investigate or to confirm the TRUSTEE's authority to enter into any transaction or administer to the application of the proceeds of any transaction.

If the TRUSTEE is an individual, then the TRUSTEE shall serve without compensation, but with reimbursement for reasonable and ordinary expenses. Nevertheless, the TRUSTEE if an attorney or certified estate advisor, shall be entitled to compensation for consultative services rendered to the trust, or if an accountant, for accounting services rendered to the trust.

If the TRUSTEE is a corporation or banking entity, it shall be entitled to customary, reasonable and ordinary charges and expenses incurred in rendering services to the trust estate.

VIII ARTICLE - PERPETUITIES SAVINGS CLAUSE. Notwithstanding anything to the contrary herein contained, the trust created by this agreement shall have an initial period for existence of ninety-nine (99) years and may be terminated or renewed at that or another time by the unanimous vote from the then current members of the Board of Trustees.

Upon termination at the end of said term, or at the discretion of the Board of Trustees of **C & R Enterprises** as provided herein, this same Board shall at that time pay all remaining obligations of this Family Trust and all issue of beneficiaries living at the date of this agreement shall be distributed as provided in **ARTICLE V**.

Upon receiving receipts for the distribution of the remaining assets to the Certificate Holders (beneficiaries,) the Board of Trustees of **C & R Enterprises** shall at that time be automatically discharged hereunder, provided that its administration and distributions have been made in accordance with the terms and provisions of this agreement.

By the unanimous vote of the Board of Trustees of **C & R Enterprises** at its own discretion and without external influences, this same Board may at any time cease and terminate this Family Trust at a date earlier than the designated term, due to any condition or circumstance that may at any time threaten the value of the corpus/estate of this trust, or due to any reason determined by the Board of Trustees of **C & R Enterprises** to be good cause, in the best interest of the Trust.

A Board of Arbitration or court of competent jurisdiction may at that time be called upon to review and correct any tort or error, if necessary.

IX ARTICLE - LITIGATION OR COMPROMISE OF CLAIM. The TRUSTEE may compromise or abandon, at TRUSTEE's option any claim or claim against the trust or subject the same to arbitration. Or the TRUSTEE, in his/her own absolute discretion, may litigate any claim in favor of or against the trust estate.

X ARTICLE - GOVERNING LAW - - SEVERABILITY. Any litigation arising in connection with this agreement will be adjudicated under the laws of the state of Florida. In the event any portion of this agreement shall be found to be not supportable under respective Florida state statutes, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception. In like manner, any obligations of either party, which may become law, shall be binding upon both parties as if included herein. If any provision is found by a court of competent jurisdiction to be invalid, the remainder shall govern.

KNOWING the punishment for bearing false witness before ALMIGHTY GOD and men, I/we solemnly aver and make this un-notarized oath, under penalties of perjury and declare witnessing the signature of the TRUSTOR, to be true and correct, without the threat of duress, constraint or any undue influence, for good and lawful purpose, to the best of our knowledge and belief. Signed, sealed and effective this 19th day of April, year of our Lord and Savior, Nineteen hundred and ninety-four.

/s/ Ronald J. Zammit L.S.
Ronald J. Zammit, as Exchanger/TRUSTOR

/s/ Crystal L. Zammit L.S.
Crystal L. Zammit, as Exchanger/TRUSTOR

"... at the mouth of two witnesses or at the mouth of three witnesses, shall the matter be established."

Deuteronomy 19:15

CERTIFIED EXTRACT - BANK RESOLUTION

Articles of Organization

C & R Enterprises, Irrv Tr

State of FLORIDA)
) ss.
County of SARASOTA)

THE UNDERSIGNED, personally appeared, did not take an oath, depose and certify:

1. **TRUST NAME:** C & R Enterprises, Irrv Tr
2. **DATE ESTABLISHED:** 04/19/1994
3. **TAX IDENTIFICATION NUMBER:** 65-6144749
4. **NAME OF TRUSTEE:** RONALD J. ZAMMIT
5. **NAME OF SUCCESSOR TRUSTEE:** CRYSTAL L. ZAMMIT

6. **POWER AND AUTHORITY:** THE BOARD of Trustees for **C & R Enterprises**, shall at all times have, except as modified by the terms of the Minutes and Resolutions of the Board of Trustees of **C & R Enterprises** interpreting the same, all the powers of Trustee under the customs, traditions and usages of the common law, including, but not limited to the power:

a. To apply for and receive health, life or disability insurance on the life of any person; to accept the ownership and beneficial interest of any and all liability insurance (automobile, homeowners, etc), which may be transferred to the Trustee without responsibility as to the payment of premiums. The insuring companies have no responsibility other than to pay the proceeds of the policies to the named beneficiaries and are not required to examine the Declarations of Trust at any time. To apply and pay said vehicle, homeowner's or any insurance protection in the name of the trust.

b. To license, register, maintain or operate any form of vehicle owned or titled in trust. To sell, convey, lease, exchange, abandon, pledge for security, and exercise all the rights, powers and privileges which an absolute owner of the same property would have regarding any property, which in their discretion, the Trustee chooses to receive subject to the Declaration of Trust.

c. To apply for and open brokerage or loan accounts, to borrow money with or without security, to receive all dividends, interest and other income, and to compromise and settle claims. To purchase, sell or retain stocks, securities, mutual funds, life insurance annuities, mortgages and other investments. Establish any banking accounts, including checking or savings, titled in the name of the Trust by the Trustee, subject to withdrawal and all checks, drafts and other obligations of the trust shall be honored by said depositories upon the signature of the Trustee or their designated signatory.

The banking institution that establishes accounts pursuant to this paragraph is advised that there is nothing in the trust instrument that requires the banking institution to exercise any fiduciary obligation or any other discretion other than that required in normal banking procedures.

d. To make any type of transaction for the benefit of the trust Corpus/Estate, to buy, sell, employ employees, contract with independent contractors or subcontractors, underwrite, exchange or otherwise acquire, hold title to, and /or encumber property or hypothecate by mortgage, or deed, or trust, or pledge, or otherwise take any measure it deems appropriate to expand the capital of the trust Corpus/Estate.

e. To engage in any other business or business act or activity, as a natural individual, which is not specifically prohibited under any law of the government of the host country or any political subdivision thereof or therein.

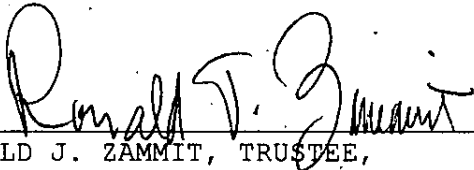
f. To do all such things as are incidental to this trust as the Board of Trustees of **C & R Enterprises** may at any time think conducive to the attainment of all or any of the within objects and intents.

ACKNOWLEDGMENT

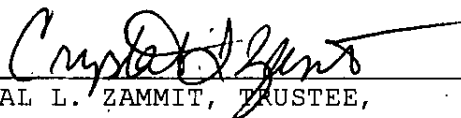
Knowing the punishment for bearing false witness before ALMIGHTY GOD and men, I/we solemnly aver and make this un-notarized oath in accordance with section 92.525, Florida Statutes, under penalties of perjury, and declare that I/we have read and understand the foregoing and that the facts stated in it are true to the best of my/our knowledge and belief.

Signed, sealed and delivered this 19th day of April, A.D. 1994:

/s/


RONALD J. ZAMMIT, TRUSTEE,
C & R Enterprises, Irrv Tr

/s/


CRYSTAL L. ZAMMIT, TRUSTEE,
C & R Enterprises, Irrv Tr

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