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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## TRANSMITTAL LETTER

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

**SUBJECT:** THE MEDICI GROUP HOLDINGS TRUST

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

**FEES:**

Declaration of Trust	\$350.00
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**OPTIONAL:**

Certified Copy	\$ 8.75
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**FROM:** JAMES C WALTON

Name (Printed or typed)

2906 PEMBRIDGE STREET

Address

KISSIMMEE, FLORIDA 34747

City, State & Zip

407-747-4111

Daytime Telephone number

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

THE MEDICI GROUP HOLDINGS TRUST

A FLORIDA TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to  
Common Law Declarations of Trust, the undersigned, the Chairman of the  
Board of Trustees of THE MEDICI GROUP HOLDINGS TRUST, a

(Name of Trust)

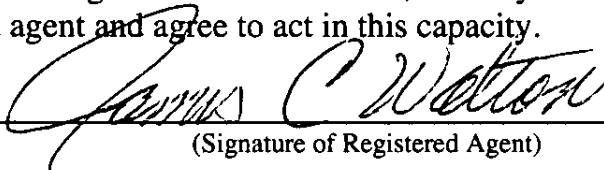
FLORIDA

(State)

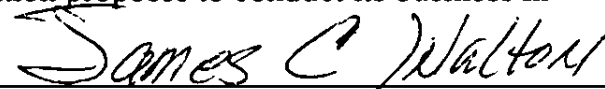
THE MEDICI GROUP HOLDINGS TRUST, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 2906 PEMBRIDGE STREET  
KISSIMMEE, FLORIDA 34747
3. The registered agent and street address in the State of Florida is:  
JAMES C WALTON  
2906 PEMBRIDGE STREET, KISSIMMEE, FLORIDA 34747
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.

x   
(Signature of Registered Agent)

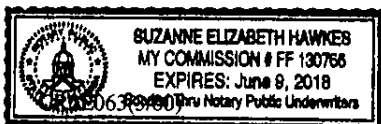
5. I certify that the attached is a true and correct copy of the Declaration of  
Trust under which the association proposes to conduct its business in  
Florida.



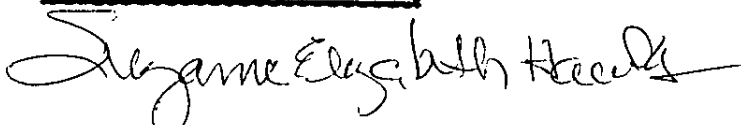
Name:

Chairman of the Board of Trustees .

NOTARY



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



## AGREEMENT AND DECLARATION OF TRUST

THIS IRREVOCABLE TRUST AGREEMENT is made this 19th day of March, 2011, between Jerry D. Crook of 2906 Pembridge Street, Kissimmee, Florida, 34747 herein referred to as Grantor, and James C Walton, of 200 S Andrews Avenue, Fort Lauderdale, Florida 33301 herein referred to as Trustee.

IN CONSIDERATION OF THE MUTUAL  
COVENANTS AND PROMISES SET FORTH  
HEREIN, GRANTOR AND TRUSTEE AGREE  
AS FOLLOWS:

1. **Name of Trust.** The name of this Trust shall be "THE MEDICI GROUP HOLDINGS TRUST".

2. **Transfer of Trust.** Grantor herewith assigns, transfers, and conveys to Trustee the property sufficient to fund the Trust and receipt of such property is hereby acknowledged by Trustee. Such property, hereafter designated the Trust Estate, shall be held by Trustee in Trust for the uses and purposes and on the terms and conditions set forth herein.

3. **Additions to Trust.** Grantor and any other person shall have the right at any time to add property acceptable to Trustee to this Trust. Such property, when received and accepted by Trustee, shall become part of the Trust Estate.

4. **Objects and Purposes of Trust.** The objects and purposes of this Trust shall be to consummate "The Tiger Bonds Project" initiated with EnerVue Oil and Gas Inc., to conduct such business and hold title to the Trust Property and to protect and conserve it until its sale or final disposition or liquidation.

5. **Powers of Trustee.** The Trustee shall have broad discretionary powers and in extension and not in limitation of the common law and statutory powers of trustees and other powers granted in this Declaration of Trust, the trustee shall have the following discretionary powers.

a) To invest and reinvest the principal and income of the trust in such property, real, personal, or mixed, and in such manner as he shall deem proper, and from time to time to change investments as he shall deem advisable; to invest in or retain any stocks, shares, bonds, notes, bank debentures, obligations, or personal or real property (including without limitation any interests in or obligations of any corporation, association, business trust, investment trust, common trust fund, or investment company) although some or all of the property so acquired or retained is of a kind or size which but for this express authority would not be considered proper and although all of the trust funds are invested in the securities of one company.

b) To sell, lease, or exchange any personal, mixed, or real property, at public auction or by

***Agreement and Declaration of Trust  
The Medici Group Holdings Trust***

private contract, for such consideration and on such terms as to credit or otherwise, and to make such contracts and enter into such undertakings relating to the trust property, as he considers advisable, whether or not such leases or contracts may extend beyond the duration of the trust.

c) To borrow money for such periods, at such rates of interest, and upon such terms as the trustee considers advisable, and as security for such loans to mortgage or pledge any real or personal property with or without power of sale; to acquire or hold any real or personal property, subject to any mortgage or pledge on or of property acquired or held by this trust.

d) To execute and deliver deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, promissory notes, releases, and other instruments, sealed or unsealed, incident to any transaction in which they engage.

e) To vote, to give proxies, to participate in the reorganization, merger or consolidation of any concern, or in the sale, lease, disposition, or distribution of its assets; to join with other security holders in acting through a committee, depositary, voting trustees, or otherwise, and in this connection to delegate authority to such committee, depositary, or trustees and to deposit securities with them or transfer securities to them; to pay assessments levied on securities or to exercise subscription rights in respect of securities.

f) To employ a bank or trust company as custodian of any funds or securities and to delegate to it such powers as he deems appropriate; to hold trust property without indication of fiduciary capacity but only in the name of a registered nominee, provided the trust property is at all times identified as such on the books of the trust; to employ clerks, accountants, investment counsel, investment agents, and any special services, and to pay the reasonable compensation and expenses of all such services in addition to the compensation of the trustee.

The trustees' powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the purposes of this trust as specified in Article Two and not otherwise.

**6. Individual Liability of Trustee.** The Trustee shall not be required, in dealing with the Trust Property or in otherwise acting under this Agreement, to enter into any individual contract or other individual obligation whatsoever; nor to make himself individually liable to pay or incur the payment of any damages, attorney's fees, fines, and penalties, forfeitures, costs, charges or other sums of money whatsoever. The Trustee shall have no individual liability or obligation whatsoever arising from his ownership, as Trustee, of the legal title to the Trust Property, or with respect to any act done or contract entered into or indebtedness incurred by him in dealing with the Trust Property or in otherwise acting under this Agreement, except only as far as the Trust

***Agreement and Declaration of Trust  
The Medici Group Holdings Trust***

Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge of that liability or obligation.

**7. Reimbursement and Indemnification of Trustee.** If the Trustee shall pay or incur any liability to pay any money on account of this Trust, or incur any liability to pay any money on account of being made a party to any litigation as a result of holding title to Trust Property or otherwise in connection with this Trust, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the Trustee may pay to himself, with interest at the rate of 10% per annum, all such payments made or liabilities incurred by the Trustee, together with his expenses, including reasonable attorney's fees, and that he will be indemnified and held harmless of and from any and all payments made or liabilities incurred by him for any reason whatsoever as a result of this Agreement; and all amounts so paid by the Trustee, as well as his compensation under this Agreement, shall constitute a lien on the Trust Property. The Trustee shall not be required to convey or otherwise deal with the Trust property as long as any money is due to the Trustee under this Agreement; nor shall the Trustee be required to advance or pay out any money on account of this Trust or to prosecute or defend any legal proceedings involving this Trust or any property or interest under this Agreement unless he shall be furnished with sufficient funds or be indemnified to his satisfaction.

**8. Compensation of Trustee:** The original Trustee hereunder, and all Successor Trustees, shall be entitled to reasonable compensation for their services as Trustee.

**9. Successor Trustee:** If James C Walton is unable to continue to act as Trustee, Alisha M Farley, 5509 River Rock Court, Columbus, GA 31907-1279, is hereby appointed as Successor Trustee.

**10. Names, Addresses and Interests of Beneficiaries:**

a) The following is the Beneficiary of this Trust, and as such shall be entitled to all of the earnings, avails and proceeds of the trust property according to the percentage interest set forth opposite its name:

Name of Beneficiary	Interest In Trust
Alisha M Farley, 5509 River Rock Court, Columbus, GA 31907-1279	100%

b) The interest of the Beneficiary shall consist solely of the following rights respecting the trust property:

(1) Power to direct the Trustee to deal with title to the Property, which power shall include, but is not limited to, directions to the Trustee to execute deeds, leases, mortgages, promissory notes and all other instruments relating to the Property, provided, however, as set forth in paragraphs 12 and 22 of this Trust Agreement, the Trustee shall have no individual liability whatsoever nor

***Agreement and Declaration of Trust  
The Medici Group Holdings Trust***

shall the Trustee be required to furnish any warranties that would result in any individual liability in regard to the execution of any such instruments.

(2) Power to manage, possess, use and control the Property.

(3) Right to receive the earnings, avails and proceeds from leases and other uses and from mortgages, sales and other dispositions of the Property.

(4) Enjoyment of all rights and privileges regarding the Property as if the Beneficiary was the legal and equitable owner of the Property.

Such rights and powers, as well as the interest of the Beneficiary under this Trust Agreement, shall be personal property. The Beneficiary shall not have any right, title or interest in or to any portion of the legal or equitable title to the Property. If the Beneficiary is a human being, the death of the Beneficiary (or any of the persons contained in the term Beneficiary if more than one person signs this Trust Agreement as the Beneficiary) shall not terminate this Trust Agreement or the trust created hereby or affect the rights or powers of the Trustee or of the Beneficiary except as provided by law and the interest of the Beneficiary of this Trust Agreement, pass to his personal representative and not to his devisees or heirs at law.

11. **Disposition of Principal and Income.** Trustee shall administer and manage the Trust Estate, collect the income there from, and, after payment of all taxes and assessments thereon and all charges incident to the management thereof, apply and retain the net income and the principal of the Trust Estate until final disposition.

12. **Irrevocability of Trust.** This trust shall be irrevocable and shall not be revoked or terminated by Grantor or any other person, nor shall it be amended or altered by Grantor or any other person.

13. **Governing Laws:** The validity, construction, and effect of this agreement and the Trust created hereunder and its enforcement shall be determined by the laws of the State of Florida.

14. **Recording of Agreement.** This Agreement shall not be placed on record in the county in which the Trust Property is situated, or elsewhere

15. **Income Tax Returns.** The Trustee shall be obligated to file any income tax returns with respect to the Trust, as required by law.

16. **Entire Agreement.** This Agreement contains the entire understanding between the parties.

***Agreement and Declaration of Trust  
The Medici Group Holdings Trust***

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**




**Agreement and Declaration of Trust  
The Medici Group Holdings Trust**

STATE OF FLORIDA  
COUNTY OF OSCEOLA

Before me personally appeared JERRY D. CROOK to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this day of 19<sup>th</sup>  
March 2011

  
JERRY D. CROOK



KEISHANA M. GRAY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE060180  
Expires 1/26/2015


Notary Public  
State of Florida  
My Commission Expires: 1-26 2015



STATE OF FLORIDA  
COUNTY OF OSCEOLA

Before me personally appeared JAMES C WALTON to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

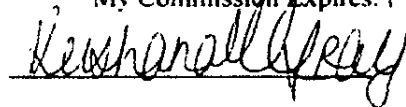
WITNESS my hand and official seal in the State and County aforesaid, this day of 19<sup>th</sup>  
March 2011

  
JAMES C WALTON



KEISHANA M. GRAY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE060180  
Expires 1/26/2015

Notary Public  
State of Florida  
My Commission Expires: 1-26 2015



***Agreement and Declaration of Trust  
The Medici Group Holdings Trust***

**CERTIFICATION OF THE MEDICI GROUP HOLDINGS TRUST U/A/D3/19/11**

The undersigned certifies and declares as follows:

1. Pursuant to the provisions of a certain Trust Agreement, dated March 19, 2011 ("the Trust Agreement") by and between James C Walton, as Trustee and Grantor Jerry D Crook and Trustee, The Medici Group Holdings Trust ("the Medici Group Holdings Trust") was created.
2. The Medici Group Holdings Trust is in existence as of the date this certification.
3. ( The Medici Group Holdings Trust and James C Walton Trustee, 2906 Pembridge Street, Kissimmee, Florida 34747 and phone number 407-787-3830) is currently serving as the Trustee of The Medici Group Holdings Trust.
4. A true and correct copy of that portion of the Trust Agreement, Article 5, which contains the powers, rights and duties of the Trustee of The Medici Group Holdings Trust is attached hereto.
5. The Medici Group Holdings Trust is irrevocable Trust.
6. Title to Trust property shall be taken as follows:

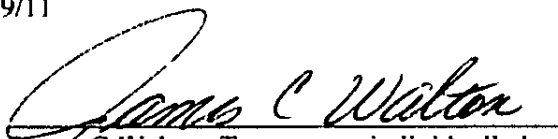
The Medici Group Holdings Trust, James C Walton not an individually but solely as Trustee of The Medici Group Holdings Trust U/A/D 3/19/11.
7. The Medici Group Holdings Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.
8. Pursuant to the provisions of Section 736.1017 (4), F.S. of the Florida Trust Code, a Certification of Trust need not contain the dispositive terms of a Trust.
9. Pursuant to the provisions of Section 736.1017 (6), F.S. of the Florida Trust Code, a person who acts on reliance on a certification of trust without knowledge that the representations contained in the certification of trust are incorrect, is not liable to any person for so acting and may assume without inquiry the existence of the facts contained in the certification.

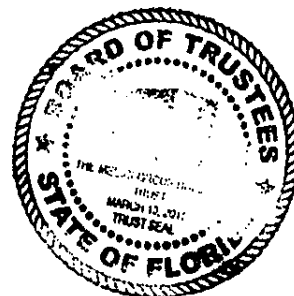
**Agreement and Declaration of Trust  
The Medici Group Holdings Trust**

10. Pursuant to the provisions of Section 736.1017 (7), F.S. of the Florida Trust Code, a person who in good faith enters into a transaction in reliance on a certification of trust may enforce the transaction against the trust property as if the representations contained in the certification were correct.

The Medici Group Holdings Trust U/A/D 3/19/11

Date: March 19, 2011

  
James C Walton, Trustee, not individually but  
solely as Trustee



### TMG OPERATING FUNCTIONS

TMG was form and registered in the State of Florida in 2011 as a for profit Irrevocable Trust. It is better described as an economic development and wealth creation organization to the emerging markets, citizens and governments it serves, which includes strategic alliance partners and local stakeholders. We provide business and associates inside as well as outside of our core network where synergies exist.

TMG was established to implement the domestic and international community and economic development programs through public private partnership agreements with participating governments, and memorandum of understanding (MOU) within country domestic and international partners and stakeholders.

In undertaking these tasks, TMG has established for-profit and non-profit registered programs and management for corporations for the purpose of engaging in agricultural, commercial industrial, pharmaceutical, telecommunication and associated development. Through these companies, the Trust has a specific focus on enjoying joint ventures and strategic alliances with deep industry knowledge across most major industry sectors. The Trust focused markets include South America, Central America, Africa, offshore US Islands and territories and European countries Islands and territories.

The Trust activities include providing various forms of technical assistance to individuals, emerging markets, governments, companies, and entrepreneurs. This assistance is in the areas of equity funding, teaming arrangements, mergers and Acquisitions, strategic alliances and

***Agreement and Declaration of Trust  
The Medici Group Holdings Trust***

relationships with various principals in the financial markets, public sector, heavy construction, developments and manufacturing concerns, investment and team incentives for tax purposes, team arrangements and joint ventures.

The Trust also provides consulting and technical assistance to emerging markets, governments, companies, entities, and entrepreneurs, in the areas of economic development (financing, strategic planning, marketing, and contract procurement).

Through an experienced broad base network with deep industry knowledge, the Trust has the capability to assist and provide management and joint venture teams for the following: financing, planning and designing of construction projects (hospitals, health centers, clinics, schools, energy, housing, etc.); and Financing, planning and design of other construction projects and public private partnerships (irrigation, sewer, water systems, pipeline, Theme Parks, golf courses, Biodiesel production projects, Downtown Redevelopment "LEED Green certified designs, etc.); or capital formation for development of commercial real and personal property; and

Construction or construction management of the previously described construction projects (fixed price or cost reimbursement type of contracts); and Resource development and environmental assessments, environmental needs assessments (transportation, mineral development, oil and gas development, etc.)

The Trust industry development objectives emerging market businesses growth capital funds offer a diversified approach to an overlooked but potentially dynamic area of the global economy. Elements of the growth capital strategy includes:

Active involvement, by taking control or significant minority position, the Trust will work closely with company management to develop and execute strategy. Our vast network of contacts enables us to enhance the professionalism of sales, marketing, and other vital company functions through the recruiting of experienced executives.

**Attractive Pricing:**

The Trust will evaluate each company in its portfolio for exit opportunities and strives to maintain an investment holding period of three to five years. During that time, TMG seeks to enhance the attractiveness of the companies to the private sector markets.

**Manufacturing and Business Services:**

In the high tech rush of recent years, some seemingly less glamorous sectors have fallen underserved out of favor. Too much reliance on human resources, claim some private equity sponsors. Too much uncertainty because of regulatory changes, technological advances, and competitive factors, claim others. And yet the US Department of labor projects that manufacturing and business services collectively will grow faster than the rest of the of the US

***Agreement and Declaration of Trust  
The Medici Group Holdings Trust***

economy. Furthermore, these sectors are expected to create job growth at a faster pace than all other sectors combined.

TMG will invest in manufacturing and business services companies in high growth potential emerging markets to be linked to US markets. These companies have had to rely on internal cash and bank debt for growth capital. Now via TMG business development fund they can receive the capital they need to;

- Develop New Products
- Expand Physical facilities
- Enhance Sales and Marketing Capabilities
- Deploy Successful Planning Strategies

This is an outline of TMG Business Development Plan, which we are certain will lead to the matrix required for underserved populations to become successful in the global economy. The plan is primarily focused on two target group, which we view to be required catalysts, in the economic sustainability of underserved communities. The first group we address in the plan is the underserved inner city and business community in the US. We define these two groups in our model as aspiring entrepreneurs, and small to mid size businesses.

**Presently we identify these groups to be deficient in the following areas:**

Management expertise, accounting and legal services, and most importantly unparallel lock of access to business expansion funds and growth compared to their counterparts. These realities cause the underserved inner city and business community to be non competitive, and more importantly unable to contribute more favorably to the inner city economy, which should be their base.

TMG Business Development Plan addresses the underserved inner city and business communities challenges by offering the services and products required to start, maintain, and grow a business. The Business Development Plan will receive the following :

1. Access to management expertise and consultant services.
2. Access to accounting and legal services.
3. Guaranteed business loans.

These three components will aid the success of the underserved inner city and business community and allow us to build upon the local inner city economy.

The proceeds from funded instruments are utilized to purchase assets in various economies, financial infrastructure, and the establishment of large scale projects on the continent of Africa

***Agreement and Declaration of Trust  
The Medici Group Holdings Trust***

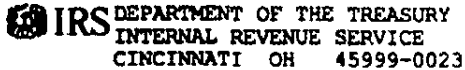
and Europe. Projects which we program manage through the Trust non-profit and for-profit corporations to create a healthy ROI, create jobs, and develop various segment of the labor force. Africa is the primary investment focus of the funds and building liquidity fostering sustainable long term economic growth. Each country on the continent will have its own unique investment strategy, however every country will have what we refer to as capacity building models, where we invest in the following sectors:

1. Industrial agriculture and food systems.
2. Health care ( National) medicine production facilities.
3. Education all levels
4. Housing
5. General investment (EI) (manufacturing facilities, call centers, processing centers for commodities).

Our affiliated financial institutions facilitate issuing of the loans to the emerging markets underserved inner city and small business communities in the US and on the continent of Africa etc.

A large segment of the American people have recently lived through a most stressful and disruptive economic period in our history. As a consequence we have witnessed a U.S. housing bubble burst, resulting in damaging financial institutions globally caused largely by decision makers failing to price accurately risks involved with mortgage related financial products, large scale out sourcing and job loss, increased unemployment, a downturn in the stock market, downsizing, driving away, failures, collapses, and bailouts of numerous blue chip companies, significant declines in consumer wealth, shouldering substantial financial commitments incurred by the federal government, unprecedented fiscal stimulus, and bank insolvency, etc. all contributing to a most unsuitable, lackluster business environment in which we continually find ourselves.

Incredibly, The Medici Group Holdings Trust (TMG)/Ameri-First Enterprises Corporation (AFEC) is prepared to offer a real solution to fix and privately fund this stymied economic climate through its "Economic Project Platform Investment Proposal Private funding Investments Solving The Economic Crisis "2020 Vision Strategy" and "Private Foundation".



Date of this notice: 01-21-2011

Employer Identification Number:  
27-7033065

Form: SS-4

Number of this notice: CP 575 B

MEDICI GROUP HOLDINGS TR  
JAMES C WALTON TTEE  
2906 PEMBRIDGE ST  
KISSIMMEE, FL 34747

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-7033065. This EIN will identify your estate or trust. If you are not the applicant, please contact the individual who is handling the estate or trust for you. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1041

04/15/2012

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

01-21-2011 MEDI B 9999999999 SS-4

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

CP 575 B

999999999999

DATE OF THIS NOTICE: 01-21-2011  
EMPLOYER IDENTIFICATION NUMBER: 27-7033065  
FORM: SS-4 NOBOD

MEDICI GROUP HOLDINGS TR  
JAMES C WALTON TTEE  
2906 PEMBRIDGE ST  
KISSIMEE, FL 34747



**OPERATING AGREEMENT  
FOR  
THE MEDICI GROUP HOLDINGS TRUST**

---

**ARTICLE I  
Company Formation**

- 1.1 **FORMATION.** The Members hereby form a Trust ("Company") subject to the provisions of the State of Florida Act as currently in effect as of this date. Articles of Trust shall be filed with the Secretary of State of Florida.
- 1.2 **NAME.** The name of the Trust is: The Medici Group Holdings Trust
- 1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Trust is:
- James O. Roberson, Jr., CPA, JD.LLM  
The Roberson Group, PLLC  
1425 K Street, NW, Suite 350  
Washington, DC 20005
- 1.4 **TERM.** The Trust shall continue for a perpetual period.
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Trust to be carried on by the Members; or
- (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Trust; or
- (d) Any other event causing dissolution of this Trust under the laws of the State of Florida.
- 1.5 **CONTINUANCE OF TRUST.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Trust. Such right can be exercised only by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Trust shall expire.
- 1.6 **BUSINESS PURPOSE.** The purpose of the Trust is to fund the drilling, complete and develop existing and future oil, gas and geothermal prospects and all its subsidiary Companies.

- 1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

2906 Pembridge Street  
Kissimmee, Florida 34747

Principal place of business may be changed at a location the Board of Directors from time to time select.

- 1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.
- 1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Trust through issuance by the Trust of a new interest in the Trust, without the prior unanimous written consent of the Members.

## **ARTICLE II**

### **Capital Contributions**

- 2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Trust capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is THIRTY MILLION (\$31,250,000 USD).
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Trust's capital.

## **ARTICLE III**

### **Profits, Losses and Distributions**

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Trust's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Trust as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Board of Directors shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Trust available after appropriate provision for expenses and liabilities, as determined by the Board of Directors. Distributions in liquidation of the Companies or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

**ARTICLE IV**  
**Management**

- 4.1 **MANAGEMENT OF THE BUSINESS.** The Trust is to be supervised and run by a Board of Directors. The name and place of residence of each Director is attached as Exhibit 1 of this Agreement. The total number of the Board of Directors shall be five.
- 4.2 **MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members that are not Board of Directors shall take no part whatever in the control, management, direction, or operation of the Trust's affairs and shall have no power to bind the Trust. The Board of Directors may from time to time seek advice from the Members, but they need not accept such advice, and at all times the Board of Directors shall have the exclusive right to control and manage the Trust. No Member shall be an agent of any other Member of the Trust solely by reason of being a Member.
- 4.3 **POWERS OF BOARD OF DIRECTORS.** The Board of Directors are authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Board of Directors are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.
- 4.4 **CHAIRMAN OF THE BOARD.** The Chairman of The Board of Directors shall have primary responsibility for managing the operations of the Trust and for effectuating the decisions of the Board.
- 4.5 **NOMINEE.** Title to the Company's assets shall be held in the Trust's name or in the name of any nominee that the Board of Directors may designate. The Board of Directors shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.6 **COMPANY INFORMATION.** Upon request, the Board of Directors shall supply to any member information regarding the Companies or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Companies or its

activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.7 **EXCULPATION.** Any act or omission of the Board of Directors, the effect of which may cause or result in loss or damage to the Companies or the Members if done in good faith to promote the best interests of the Companies, shall not subject the Board of Directors to any liability to the Members.

4.8 **INDEMNIFICATION.** The Trust shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Trust) by reason of the fact that he is or was a Member of the Trust, Manager, employee or agent of the Trust, or is or was serving at the request of the Trust, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Trust, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contenders" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Trust, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.9 **RECORDS.** The Board of Directors shall cause the Companies to keep at its principal place of business the following:

(a) a current list in alphabetical order of the full name and the last known street address of each Member;

(b) a copy of the Certificate of Formation and the Companies Operating Agreement and all amendments;

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the limited liability companies for the three most recent years.

#### **ARTICLE V** **Compensation**

5.1 **MANAGEMENT FEE.** Any member rendering services to the Trust and Companies shall be entitled to compensation commensurate with the value of such services.

5.2 **REIMBURSEMENT.** The Trust shall reimburse the Board of Directors or Members for all direct out-of-pocket expenses incurred by them in managing the Trust.

## **ARTICLE VI**

### **Bookkeeping**

- 6.1 **BOOKS.** The Board of Directors shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Board of Directors shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Board of Directors shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) any additional capital contribution made by him/her;
  - (b) credit balances transferred from his distribution account to his capital account; and decreased by:
    - (a) distributions to him/her in reduction of Company capital;
    - (b) the Member's share of Companies losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Board of Directors shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

## **ARTICLE VII**

### **Transfers**

- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Companies, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Trust. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

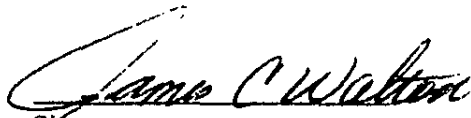
## **CERTIFICATE OF FORMATION**

This Trust Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Trust and the persons executing this Agreement as Members. It is the

Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 10 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of **THE MEDICI GROUP HOLDINGS TRUST**, adopted by the members as of March 19, 2011.

**Members:**



Signature

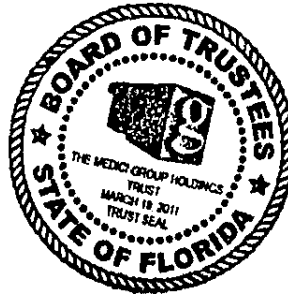
**THE MEDICI GROUP HOLDINGS TRUST**

**Printed**

By: James C Walton, Chairman

Percent: 100% Interest

/s/ Alisha M. Farley, Successor Trust



**EXHIBIT 1**  
**OPERATING AGREEMENT  
FOR  
THE MEDICI GROUP HOLDINGS TRUST  
FLORIDA**

**LISTING OF BOARD OF DIRECTORS**

By a majority vote of the Members the following Board of Directors were elected to operate the Trust pursuant to ARTICLE 4 of the Agreement:

James C Walton, Trustee  
Chairman of the Board  
2906 Pembridge Street  
Kissimmee, FL 34747

Printed Name Alisha M. Farley  
Title ; Member of the Board/Successor Trustee  
5509 River Rock Court  
Columbus, GA 31907-1279

Three additional Members shall be appointed  
Title; Member of the Board

The above listed Manager(s) will serve in their capacities until they are removed for any reason by a majority vote of the Members as defined by ARTICLE 4 or upon their voluntary resignation.

Signed and Agreed this 19th day of March, 2011.

  
Signature of Member

Printed Name: James C Walton, Trustee

\_\_\_\_\_  
Signature of Member

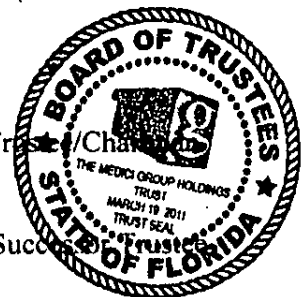
Printed Name: Alisha M. Farley, Successor Trustee

\_\_\_\_\_  
Signature of Member

Printed Name: /s/ Signature of Member

\_\_\_\_\_  
Signature of Member

Printed Name: /s/ Signature of Member



**EXHIBIT 2**  
**OPERATING AGREEMENT  
FOR  
THE MEDICI GROUP HOLDINGS TRUST  
FLORIDA**

**LISTING OF MEMBERS**

As of the 19th day of March, 2011 the following is a list of Members of the Trust:

**Name:**           **THE MEDICI GROUP HOLDINGS TRUST**                               **100      Percent %**  
**Address:**       **2906 Pembridge Street, Kissimmee, Florida 34747**

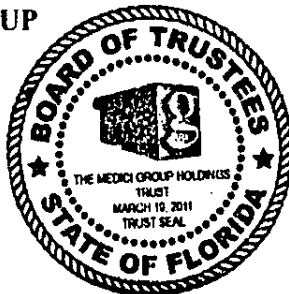
**Name**           **A&F ENERGY INNOVATED TECHNOLOGY, LLC**  
**Address**       **20 N. Main St., Suite 301, St George, UT 84770**

**Name**           **OTHER MEMBERS COMPANIES**  
**Address:**

Authorized by Member(s) to provide Member Listing as of this 19<sup>th</sup> day of March, 2011.

  
James C Walton, Trustee/Chairman  
Signatory for: **THE MEDICI GROUP  
HOLDINGS TRUST**

/s/Alisha M. Farley, Successor Trust





**EXHIBIT 3**  
**OPERATING AGREEMENT  
FOR  
THE MEDICI GROUP HOLDINGS TRUST  
FLORIDA**

**CAPITAL CONTRIBUTIONS**

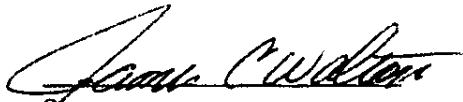
Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$50,000,000.00. The description and each individual portion of this initial contribution is as follows:

**THE MEDICI GROUP HOLDINGS TRUST**

**\$50,000,000**

SIGNED AND AGREED this 19th day of March, 2011.

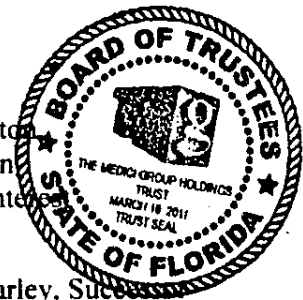
**Members:**

  
Signature

**THE MEDICI GROUP HOLDINGS TRUST**

**Printed**

By James C. Walton  
Trustee/Chairman  
Percent: 100% Interest



**A & F ENERGY INNOVATED TECHNOLOGY, LLC/ /s/ Alisha M. Farley, Successor  
Trustee**

USA



DRIVER'S LICENSE

DL NO. 049227874  
CLASS C

DOB 08/31/1978  
EXP 08/31/2015

ALISHA MIGUEL W  
FARLEY

5509 RIVER ROCK CIRCLE  
COLUMBUS, GA 31907-1279  
MUSCOGEE

Restrictions A

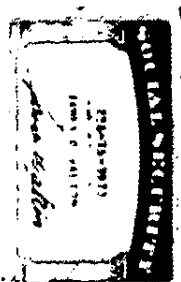
ISS 08/28/2010

Sex F Eyes BRO  
Hgt 6-00 Wgt 170

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*Alisha M Farley*





James C. Walton