

D9500000001

Group Sales Marketing
(Requestor's Name)
P.O. Box 290132
(Address)
Tampa, FL 33687
(City/State, Zip) (Phone #)

400001408774
-02/17/95--01013--001
****150.00 ****150.00

OFFICE USE ONLY

400001408774
-02/17/95--01013--002
****200.00 ****200.00

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

- Mogadore Investments Holding Trust
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)

- Walk in Pick up time _____ Certified Copy
 Mail out Will wait Photocopy Certificate of Status

FILED
1995 FEB 16 PM 2:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AS 2/17/95

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials _____

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

FILED
1995 FEB 16 PM 2:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

609.01 A Common-law declaration 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 Megadore Investments Holding Trust,

(Name of Trust)

a Florida Trust hereby affirms in order to file or qualify

(State)

Megadore Investments Holding Trust, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is _____
(Mailing address) P.O. Box 290132 Tampa, FL 33687
3. The registered agent and office in the State of Florida is:
David K. Ralton 4919 E. White Way Tampa, FL 33617
(Mailing Address) P.O. Box 290132 Tampa, FL 33687
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.

David K. Ralton

(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.

Zed Reynolds Burke - Trustee

Name:

Chairman of the Board of Trustees

NOTARY

[Signature]

THIS CONTRACT

AND

DECLARATION OF A

FAMILY TRUST ORGANIZATION

AUTHORIZES ITS TRUSTEES

TO OPERATE UNDER THE NAME OF

MOGADORE INVESTMENTS HOLDING TRUST

MOGADORE INVESTMENTS HOLDING TRUST

UNITED STATES OF AMERICA

STATE OF NEVADA

FILED
1995 FEB 16 PM 2:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS CONTRACT AND DECLARATION FOR A BUSINESS TRUST authorizes it Trustee(s) to operate under the name of: **MOGADORE INVESTMENTS HOLDING TRUST.**

ARTICLE I
SETTLOR: TNT Co.

SECTION 1.1 THE ABOVE name Settlor of this Trust declares that he intends to and does create a Contractual Trust Organization, also known as a CONTRACTUAL COMPANY, created by this contract and indenture on this 01 day of OCTOBER, 1994. This Trust organization is authorized to exist and function by and through its Board of Trustees, pursuant to all of the terms and conditions contained herein with certain assets to be administered by the Trustee(s) for Certificate Holders represented by certificates. The First Trustee, by signing this indenture, hereby accepts on behalf of the Board of Trustees the property and fees now agreed to and to be set forth and accepts the conditions, terms, and provisions of this indenture, and agrees to exchange with The Settlor all of the capital units in this contractual company, hereinafter referred to as MOGADORE INVESTMENTS HOLDING TRUST, for said fees and property. The Settlor hereby constitutes and appoints the First Trustee to be, in fact, a Trustee of the Trust Organization hereby created and established.

SECTION 1.2 IT IS EXPRESSLY DECLARED that an Unincorporated Trust Organization by contract is hereby created, and not a partnership, company, corporation, joint venture or any entity of statute. It is further declared to be irrevocable by the Settlor and may not be altered or amended in any respect except as hereinafter set forth. The Settlor has no possessory interest in the Trust, no reversionary interest, and no retained interest whatsoever, nor has the Settlor engaged in any secret agreements or prearrangements of any type with the Trustee(s) of this Business Trust that obligates the Trustee(s) to act in any manner on their behalf, except as fair, unbiased, independent fiduciaries in the best interests of the Certificate Holders, and in strict conformity with the guidelines and requirements of this Trust instrument.

SECTION 1.3 THE EXCHANGE of the aforementioned property(s) will be a tax free exchange; that as an equal exchange, said exchange will NOT be consummated by bargain, sale, grant, or gift; that these property(s) will have been exchanged for capital units.

SECTION 1.4 THE PROPERTY forming the corpus of this Trust is itemized and set forth in schedules attached to this Trust instrument and incorporated by reference. Attachment "A" shall be used to describe all real property sold to the Trust. Attachment "B" shall describe all other property sold into the Trust. Such property is to become a part of the Trust and subject to all of the terms of this Trust instrument. The names of the Certificate Holders, MOGADORE INVESTMENTS HOLDING TRUST, of this Trust indenture must be recorded by the Trust record keeper on Attachment "C," and all changes must comply with this instrument, and the names and the number of units held by each Certificate Holder will be kept up-to-date and signed by the Trustee(s). The attachments "ATTACHMENT ONE" and SCHEDULES "A," "B," and "C" will be made a part hereof.

MOGADORE INVESTMENTS HOLDING TRUST

**ARTICLE 25
CERTIFICATION AND ACKNOWLEDGEMENT**

SECTION 25.1. THIS AGREEMENT, CONVEYANCE, AND ACCEPTANCE is made and entered into by and between the Settlor, who offers in exchange the sum of One Hundred Dollars (\$100.00) as good and valuable consideration, receipt of which is hereby acknowledged; and all properties, regardless of source, conveyed to this Trust Organization, with full title, to be held by the Board of Trustees, and by the First Trustee, who accepts appointment as evidenced by:

ATTACHMENT "ONE", and who on behalf of the Board acknowledges receipt of the above and hereby does exchange to the Settlor, good and valuable consideration, receipt of which is hereby acknowledged; and all Trust Certificate Units in this Trust Organization, as full and adequate consideration in money, or monies worth, receipt of which is hereby acknowledged by the Settlor.

IN WITNESS WHEREOF, the Settlor, TNT Co., and the First Trustee and Acceptor, Ted Reynold Burke, by signature, do hereby acknowledge the CREATION and the ESTABLISHMENT of this Business Trust Organization and the conveyance, delivery, and acceptance of property, assets, obligations, and duties as herein contained, and assent to all stipulations imposed and expressed in this contract. The intent of this contract is its essence. Reference herein to the masculine gender shall include the feminine gender and the singular shall include the plural as is necessary for proper construction. If any sentence, paragraph, section, or provision of this contract is held to be unenforceable or invalid, it shall not affect any of the remaining provisions and they shall be given legal effect nonetheless.

DATED this 01 day of OCTOBER, 1994.

SETTLOR:

TRUSTEE:

[Signature] [Signature]

STATE OF Utah)
)ss
COUNTY OF Salt Lake)

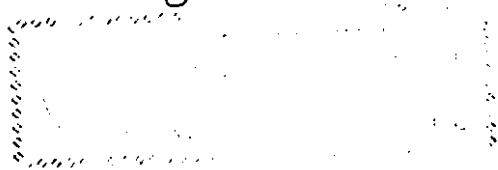
STATE OF Nevada)
)ss
COUNTY OF Clark)

SUBSCRIBED AND SWORN to before me,
notary public, on this 20th day
of January, 1995.

SUBSCRIBED AND SWORN to before me,
notary public, on this 30th day
of January, 1995.

[Signature]

[Signature]



MOGADORE INVESTMENTS HOLDING TRUST

**ATTACHMENT ONE
ACCEPTANCE OF THE TRUST BY THE TRUSTEE**

I, Ted Reynold Burke, do hereby accept the position of Trustee of MOGADORE INVESTMENTS HOLDING TRUST. In this capacity, I do hereby accept the property of the Trust and agree to the following: hold, conserve, maintain, improve, administer, manage, and distribute all those Trust properties, real and personal, forming, or which may form, the corpus and principal of this Trust in accordance with the provisions contained within the Trust instrument of said Trust.

IN ACCORDANCE with the Trust instrument, I do hereby reserve the right to resign from this position at any time.

DATED this 01 day of October, 1999.

SIGNATURE OF ACCEPTING TRUSTEE:

By: Ted Reynold Burke
Ted Reynold Burke

CERTIFICATE BY THE SETTLOR

I, TNT Co., the Settlor of MOGADORE INVESTMENTS HOLDING TRUST, did select and appoint Ted Reynold Burke, as the First Trustee on the 01 day of October, 1999.

SETTLOR'S SIGNATURE:

By: W. Blake St. John, III, CEO
TNT Co.

MOGADORE INVESTMENTS HOLDING TRUST

MEMORANDUM OF TRUST

THIS MEMORANDUM OF TRUST is made and entered into between TNT Co., the Settlor, and Ted Reynold Burke, Trustee(s). This Memorandum of Trust is subject to the terms, conditions, and provisions of the unrecorded Business Trust Indenture whereby TNT Co., as Settlor, created a certain Trust called MOGADORE INVESTMENTS HOLDING TRUST and appointed Ted Reynold Burke, Trustee, Trustee, dated this 1st day of October, 1994.

Federal ID# 39-6607641

The Trust Indenture includes the following clauses which authorize the Trustee to deal with the Trust and has the authority and power to do so:

THE POWER TO hold, manage, or acquire productive and nonproductive properties; the power to buy, sell, lease, exchange, deed, convey, assign, hypothecate, invest, loan, borrow, and grant options; the power to pledge and to secure loans; the power to lease or rent; the power to make improvements, modifications, and alterations; the power to demolish improvements; the power to abandon as worthless; the power to subdivide; the power to encumber; the power to partition; the power to adjust boundaries;

THE POWER TO execute covenants, agreements, contracts, or credits; the power to create servitude, grant easements, and rights of way, impose conditions and restrictions, and to release the same; the power to seek zoning, rezoning, variance, or nonconforming use permits; the power to establish and maintain reserves for depreciation.

THE POWER TO dedicate for public use; the power to carry insurance of all kinds (including, but not limited to: (a) personal liability and property damage; (b) fire, casualty, and extended coverage, and (c) income protection insurance); the power to hold an undivided interest; the power to determine and allocate what is principle and what is income; the power to determine the allocation of income, principal, and expenses; the power to deal with title and title insurance problems in all situations; the power to deal with, or secure, patents, copyrights, trademarks, or the like; the power to distribute in kind and in divided and undivided interests; the power to buy, sell, or hypothecate gold, silver, diamonds, and other precious or semi-precious stones or metals;

THE POWER TO incorporate, enter into partnerships, associations, or other joint ventures, operate, distribute, diversify, change, liquidate, or otherwise run the Trust; the power to delegate authority to executive Trustees, agents, caretakers, or employees; the power to pay reasonable compensation to trustees, consultants, caretakers, employees, managers, agents, and others for services rendered; the power to employ employees, consultants, caretakers, property managers, and other agents; the power to continue mortgage investments after maturity either with or without renewal or extension; the power to disregard the principle of investment diversification.

THE POWER TO invest and reinvest in stocks, bonds, and options on the same; to invest and reinvest in mutual funds, notes or mortgages on property in or outside the United States and to execute, grant, and in all ways participate in options on the same; the power to participate in common Trust funds established by any bank or trust company, in life insurance, fixed or variable annuities, health or disability insurance on any

MOGADORE INVESTMENTS HOLDING TRUST

Certificate Holder, or anyone in whom a Certificate Holder has an insurable interest; the power to invest in options or commodities for cash or on margin, to trade in securities of any nature, including short sales on margin, and for such purposes may maintain and operate margin accounts with brokers.

THE POWER TO engage the Trust in any business, or business activity; the power to continue, operate, manage, sell, or liquidate any business or business interest in the Trust; to take whatever steps may be deemed advisable to effectuate the organization and/or dissolution of corporations, Trusts, partnerships, and all forms of business organizations; the power to terminate this Trust with the approval of all of the Certificate Holders;

THE POWER TO amend this Indenture in order to better carry out the purposes and intent thereof, or in order to conform to, or comply with, any law, rule, regulation, or order of any government body, provided, however, that any such amendment may not be inconsistent with the basic purposes, intent, nor in derogation of the fiduciary obligations to the Certificate Holders of this Trust.

THE POWER TO continue mortgages investments after maturity either with or without renewal or extension; the power to disregard the principle of investment verification.

THE POWER TO continue, operate, manage, sell, or liquidate any business or business interest in the Trust; to engage the Trust in any business or business activity which is lawfully carried on; to take whatever steps deemed advisable and/or dissolution of corporation.

NOTWITHSTANDING any other provision in this Trust instrument, no power shall be exercised, nor any action taken, by the Trustee(s) except upon the unanimous consent of all Trustee(s) having authority to exercise that power; the power to hold, manage, or acquire productive and unproductive properties; the power to buy, sell, lease, exchange, deed, convey, assign, hypothecate, invest, loan, borrow, and grant options; the power to pledge to secure loans; the power to lease or rent; the power to make improvements, modifications, and alterations; the power to demolish improvements; the power to abandon as worthless; the power to subdivide; the power to encumber; the power to partition; and the power to adjust boundaries.

EXECUTED on this, the ____ day of _____, 19____.

TRUSTEES:

By: Ted Reynold Burke
Ted Reynold Burke

By: _____
N/A

SETTLOR:

By: Michael Robert Stiller, CEO
MNT Co.

MANAGER'S AGREEMENT

THIS IS TO CERTIFY that David K. Roller has been appointed as the authorized General Manager for GROUP SALES MARKETING TRUST, and this appointment shall remain in effect until revoked by either the Board of Trustees or the General Manager.

THE GENERAL MANAGER is hereby given the following specific authority by the Board of Trustees:

The authority to hold, acquire, or manage productive or unproductive property; the authority to deal with title and title insurance problems in all situations; the authority to deal with, or secure patents, copyrights, trademarks, or the like; the authority to take, grant, or manage options on productive and unproductive property; the authority to buy, sell (with the Trustee(s) signatures), lease, exchange, deed, convey, assign, hypothecate, invest, borrow, and grant options;

The authority to lease or rent; the authority to make improvements, modifications, and alterations; the authority to demolish improvements; the authority to abandon as worthless; the authority to subdivide; the authority to partition, the authority to adjust boundaries; the authority to impose conditions and restrictions and to release the same; the authority to seek zoning, rezoning, variance, or nonconforming use permits; the authority to establish and maintain reserves for depreciation;

The authority to buy, sell, hypothecate gold, silver, diamonds, and other precious or semiprecious stones or metals;

The authority to employ employees, consultants, caretakers, property managers, contractors, other agents, and the authority to pay reasonable compensation to the same; the authority to carry insurance of all kinds (including but not limited to (a) personal liability and property damage, (b) fire, casualty, and extended coverage, and (c) income protection insurance); the authority to delegate authority to agents, contractors, caretakers, and employees; the authority to continue mortgage investments after maturity either with or without renewal or extension;

The authority to disregard the principle of investment diversification; the authority to invest and reinvest in stocks, bonds, mutual funds, notes, or mortgages on property in or outside the United States;

The authority to participate in common trust funds established by any bank or trust company; the authority to invest in options or commodities for cash or on margin; to trade in securities of any nature, including short sales on margin, and for such purposes that may maintain and operate margin accounts with brokers;

The authority to represent the Trust as a Donor and acquire such Beneficial Income Interest for the Trust or its beneficiaries;

The authority to hold any property for sale or resale for the Trust; the authority to open and be the signatory for all bank accounts required for the efficient operation of the Trust and to hold safe deposit boxes for the Trust.

NOTWITHSTANDING, this is the unanimous decision of the Board of Trustees for the Manager to perform this work.

THIS AGREEMENT supersedes any prior agreement and is entered into this 01 day of October, 1994, by and between the Trustee(s) of GROUP SALES MARKETING TRUST.

TRUSTEE:

MANAGER:

By: Ted Reynolds Burke
Ted Reynolds Burke

By: David K. Roller
David K. Roller

STATE OF Nevada)
COUNTY OF Clark))ss

STATE OF Florida)
COUNTY OF Hillsborough)ss

A. Gumroyan
SUBSCRIBED AND SWORN to before me,

Joe Moses
SUBSCRIBED AND SWORN to before me,

a notary public, on this 30th day of

a notary public, on this 3rd day of

January, 19 95.

February, 1995.

.....
A. GUMROYAN
Notary Public-State of Nevada
Clark County
My appointment expires May 10, 1996
.....

**BANK RESOLUTION MINUTES
OF
MOGADORE INVESTMENTS HOLDING TRUST**

Federal Identification Number: 39-6607641

IN ACCORDANCE with the Trust Indenture, and at a regular meeting of the Board of Trustees on the 01 day of October, 1999; we, the Board of Trustees, do hereby certify that the following Minute was unanimously adopted and is hereby made a part of the records of said Trust. **BE IT HEREBY RESOLVED** by the Board of Trustee(s) of MOGADORE INVESTMENTS HOLDING TRUST:

1. That, _____, at the _____, is hereby designated as the depository for the following accounts: MOGADORE INVESTMENTS HOLDING TRUST'S GENERAL ACCOUNTS, both savings, checking and others as required; the signatures below (paragraph 4) are hereby authorized to endorse in the name of the Trust account for the purpose of depositing and the collection of notes, checks, bank wires, drafts, and other obligations drawn or issued to and owned by the Trust; and it is further resolved that the endorsement for collection and deposit may be a stamped or written endorsement of the Trust without designation as to the party making the endorsement.

2. That the said bank is hereby authorized to pay out funds of the Trust account, on deposit with it from time-to-time, upon withdrawal forms or checks drawn upon said depository and signed in the name of this account (for internal control purposes only two signatures required, one of which must be a Trustee) as authorized in Paragraph 4. In addition and for internal control purposes, the buying and selling of, or obligating the Trust to buy or sell, properties and/or goods that exceed Fifteen Hundred Dollars (\$1500.00) must be approved by appropriate minutes, in addition to the check being signed by a Trustee. The said bank will be held harmless for any checks paid on the MOGADORE INVESTMENTS HOLDING TRUST account issued in any dollar amount that has been signed by those who have been authorized to sign on said checking account.

3. That from time-to-time the Board of Trustees is hereby authorized to arrange to borrow money from said bank for and on behalf of MOGADORE INVESTMENTS HOLDING TRUST, only when such application is ratified by current resolution by the Board of Trustees, for such length of time and at such rate of interest and upon such terms and conditions as said Board may deem expedient, and to evidence the indebtedness thereby created by executing and delivering in the name of, and on behalf of, this Trust promissory note, judgment promissory note, and other like obligations of the Trust, signed in the name of this Trust by the authorized signatures designated below, and to pledge as security for payment of said notes and obligations any property or security now or hereafter belonging to this Trust, which notes and other obligations shall be in such form and shall contain such terms, provisions, and conditions as may be deemed proper by the majority of the Board and is further authorized to discount to said bank notes and other obligations issued to, or owned by, this Trust and to endorse the same subject to current ratification by the Board of Trustees.

4. That the signatures and names of such authorized persons are as follows:

MANAGER:

David K. Roller
David K. Roller

TRUSTEE:

Ted Reynold Burke
Ted Reynold Burke

5. That the signatures of this Trust may rent safety deposit boxes in the name of the Trust.

AS Trustee of MOGADORE INVESTMENTS HOLDING TRUST, and in witness hereof, I have hereunto subscribed my name and do hereby certify that the foregoing is a true and correct copy of a Minute passed as herein set forth.

DATED this 01 day of October, 1994.

TRUSTEE:

By: Ted Reynold Burke
Ted Reynold Burke

COUNTY OF Clark)
STATE OF Nevada) ss

A. Gumboyan
SUBSCRIBED AND SWORN TO, before me

a notortary public on this 30th day of

January 1995.

