

D98000000051

Quality Business Trust
P.O. Box 531031
Miami Shores, FL 33153
305-759-0106

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****350.00 ****350.00

FILED

98 OCT 12 AM 9:50

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

23

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

FILED
98 OCT 12 AM 9:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 Quality Business Trust

(Name of Trust)

a Arizona Trust hereby affirms in order to file or qualify

(State)

Quality Business Trust, in the State of Florida.
(Name of Trust)

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

2. The principal address is P.O. Box 531031
Miami Shores, FL 33153-1031

3. The registered agent and office in the State of Florida is:
34 NW 97th Street
Alan Kuant Miami Shores, FL 33150
P.O. Box 531031, Miami Shores, FL 33153-1031

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.

Alan Kuant
(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.

OFFICIAL NOTARY SEAL
MARY LOU BLOCKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC472323
MY COMMISSION EXP. JUNE 14, 1999

NOTARY

Alan Kuant
Name: ALAN L. KUANT
Chairman of the Board of Trustees

Sworn & Subscribed before me
this 9th day of October, 1998
Mary Lou Blocker, Notary Public - State of FL
MARY LOU BLOCKER

FILED

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This

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Contract and Declaration Of Trust

is made this 22nd day of February, 1995, by and between Mary Homes of Phoenix, Arizona, referred to hereinafter as ("Creator") of this Business Trust Organization ("BTO"), and Paul Larson ("Exchanger") of Phoenix, Arizona, who hereby agree as follows:

SECTION A. CREATION

EXCHANGE

1. The Creator hereby offers to exchange in trade Certificates of Beneficial Interest ("Certificates") comprising of a total of one hundred units, for the specified personal property of the Exchanger, as listed on Schedule B of this document.
2. The Exchanger, for Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, does hereby exchange and deliver to the Creator said assets for all of the Certificates in the BTO created herein, said assets to be held in trust, in the BTO's name, pursuant to the terms of this Contract and Declaration of Trust ("Contract") and obligations as set forth herein.

NAME AND DOMICILE

3. The BTO name and other things of value to constitute this BTO shall have its principal place of business and domicile in the United States of America, and be known as:

Quality Business Trust

CONTRACT PURPOSE

4. The purpose of this Contract is that the assets, referred to above, will be promptly conveyed to the care of a Board of Trustees to constitute the corpus of a BTO, and further, that these assets are to be held in fee simple by the BTO in trust for the period herein designated, and to provide for the sane, common, logical and economical administration thereof by natural and/or artificial persons acting in a fiduciary capacity.

SECTION B. TRUSTEES

FIRST APPOINTMENT

5. Immediately upon completion of the said exchange hereinabove, the Creator shall appoint a suitable, adult person as the First Trustee hereof, having a free choice and while being without obligation to such person. Following acceptance, the appointed Trustee shall serve as a Trustee of this BTO.

The Creator hereupon shall have absolutely no further duty or obligation to the BTO except for any needed assignment, conveyance and delivery of the assets to the care of the Trustees. The Trustees or the BTO shall have no obligation or duty to said Creator. The First Trustee may appoint a Second Trustee and they in turn may appoint additional Trustees. The assets will be immediately assigned, conveyed and delivered to the care of said Trustees in Trust Irrevocable, said assets being held by the BTO in fee simple. Said Trustees are to collectively act and manage by virtue of this Contract as a Board of Trustees, under the collective name herein designated, certain properties, business projects, operations underway or contemplated, and to deal in equities, formulae, entities, patents, copyrights, business goodwill, or other business desired to be engaged in by said Trustees.

6. The named Trustees, for themselves and their successors, do hereby accept the conveyance and acknowledge delivery of all the property specified in Schedules "A" and "B" attached hereto, together with all the terms of the BTO herein set forth, agreeing to conserve and improve the BTO in such manner as will increase and or maintain the financial status of the BTO. Including, but not limited to exercising their best judgment and discretion while in accordance with the Contract, making distribution of portions of the proceeds and income,

distributing the assets to the existing Holders of Beneficial Interest Certificates ("Certificate Holders") as specified in the BTO's Minutes and in all other respects administering this BTO in good faith.

TRUSTEE NUMBER

7. The Trustees shall be at least one in number and may be increased for practical reasons beneficial to the BTO. The Trustees herein mentioned by name, or their successors elected or appointed, shall hold office, and have and exercise collectively the exclusive management and control of the BTO's property and business affairs without any consent of Certificate Holders, unless otherwise specified in the BTO's Minutes.

TRUSTEE RESIGNATION, REMOVAL

8. A Trustee may resign or be removed from office by resolution of the Board of Trustees, by a unanimous vote of the other existing Trustees concurring in their said opinion that said Trustee shall have been found guilty of fraud, malfeasance in office, or for cause, by the mandate of a court of competent jurisdiction, or if Trustee shall disclose the BTO's affairs without the unanimous vote of the Board of Trustees.

9. Further, that in the event of death, removal from office, or resignation, the Trustees shall appoint or elect a Successor Trustee by the unanimous vote of the remaining Trustees. Should the entire Board of Trustees become vacant, the Certificate Holders may appoint one Trustee, who, in turn, may appoint additional Trustees, providing, however, that there are no conflicting instructions contained in the BTO's Minutes.

10. The signing and/or acknowledging of this Contract, by any Trustee, present or future, elected or appointed, shall constitute their acceptance of this BTO.

11. The Trustees, officers, agents or employees possess only such authority as awarded them herein.

12. All persons serving as Trustees for the BTO serve only as physical, operational managers, possessing no legal or equitable title to or ownership of the assets belonging to the BTO. Furthermore, said Trustees have no personal tax liability on any debts or earnings of the BTO and, similarly, the BTO has no tax liability for the debts or earnings of the Trustees.

MEETINGS

13. By a regular act of the Trustees, they may provide for meetings at stated intervals with or without notice and special meetings may be called at any time by one or more Trustees. At any regular or special meeting, the entire Board of Trustees shall constitute a quorum for conducting business, provided affirmative action may only be taken upon a unanimous vote of the Trustees, whether present or absent.

TRUSTEES' POWERS

14. Trustees' powers shall be construed as the general powers of citizens of the United States of America to do anything any citizen may do in any state or country as governed by Law, which shall govern all of the powers of this Contract. They shall, but not be limited to: pursue or continue in business opportunity, conserve the property, commercialize the resources, extend any established line of business in industry or investment, in their discretion, for the benefit of this BTO Including any transactions dealing or connected with: buying or selling mortgages, securities, bonds, notes, leases of all kinds, contracts or credits of any form, patents, trademarks or copyrights; buy, sell, or conduct a mail order business, or branches thereof; operate stores, shops, factories, warehouses, or other trading establishments or places of business of any other kind; maintain professional offices and practices, allocate funds derived from any source for charity, religion, education, research or other purposes, whether for immediate or future application, to be managed by specified Trustees, or others, as designated by the BTO's Minutes; construct, buy, sell, lease or rent any type of real estate, improved or unimproved; advertise different articles or business projects; borrow money for any project, pledging the BTO property for the payment thereof; hypothecate assets, property, or both; own stock in, or entire charters of, corporations, or other properties, companies, partnerships or associations, as they may deem advantageous.

15. Resolutions of the Board of Trustees authorizing a special act to be done shall be evidence that such act is within its power. Anyone lending or paying money to the BTO shall not be obliged to see to the application thereof. All funds paid into the treasury of the BTO become a part of the corpus of the BTO.

16. To conduct the financial affairs of this BTO in an orderly manner with respect to deposits, withdrawals, loans and escrow arrangements, and in order to provide mandatory and required tax information and proof of expenses, the Trustees shall be and are hereby authorized to open and maintain one or more checking, savings or other thrift accounts in the name of this BTO in any financial institution.

17. The BTO shall have authority to provide itself with operating funds through commercial loans, directly secured by assets or income of the BTO.

18. The Trustees and Successor Trustees shall serve without fidelity bonds.

19. The Trustees shall regard this instrument as their sufficient guide, supplemented from time to time by resolutions of the Board of Trustees covering contingencies as they may arise and recorded in the minutes of their meetings, or by by-laws, rules or regulations, as deemed expedient and consistent with the orderly conduct of business.

TRUSTEE OFFICERS

20. The Trustees may appoint or elect from among their number, one or more Executive Trustees, who shall be given such power and authority as the Contract and Minutes of the BTO may delegate and describe and who may have the authority to operate the BTO's business and to sign any and all documents necessary to carry out the terms thereof.

21. The Trustees may, in their discretion, appoint or elect among their number a President, Vice President, Secretary and Treasurer or any other officers as they may deem expedient for proper functioning. Any Trustee may hold two or more offices simultaneously, their duties being such as are usual or are prescribed in any business organization. They may appoint or elect managing directors, agents, executives, independent contractors for specific purposes. Any and all actions entered into by said individual may be affirmed by the unanimous vote of said Trustees at a meeting of said Trustees. Said person so appointed or elected may be removed by a unanimous vote of the Trustees of said BTO for good cause, as provided in Paragraph 8 herein, at any regular meeting or a special meeting called for that specific purpose.

22. All documents, contracts and other papers necessary to operate the business of the BTO, and other legal instruments shall be executed by the signing of the name of the BTO, followed by the signature of the Trustee and his title or designated individual, as described in Paragraph 21, after a unanimous vote has been taken to do so.

PROPERTY

23. The Trustees may fix, distribute or convey property to any officer, employee or agent in their discretion, and may distribute or convey property to themselves for their services as may be determined by the unanimous vote of the Board of Trustees.

DISTRIBUTION

24. The Trustees may, from time to time, declare and pay out of trust earnings or assets of the BTO, such distribution as they may deem proper and advisable, to any or all Certificate Holders in their direct and proportionate share. This distribution is purely at the option of the Trustees and is not a duty or obligation.

HOLDING AND PLEDGING

25. The Trustees, in their discretion, may, from time to time, request from one of their number or assignee to hold property as a nominee for said BTO. Such

holding will, in no way, inure to the benefit of nor pass title to such person, deemed to be holding it in trust for the BTO; and all the benefit shall inure to the BTO.

26. The Trustees may, from time to time, pledge the assets of the BTO so as to act as Guarantor for any person, including the Trustees or officers of said BTO or other legal entity, provided there is reasonable property or compensation to be received by the BTO for such action. Such consideration will be determined by the unanimous vote of the Board of Trustees.

LIMITATION OF LIABILITY

27. The Trustees shall, in the capacity of Trustees, and not individually, assume only such liability as may attach to said BTO's property assets. This Trustee liability shall not, in any manner, jeopardize their individual or personal holdings; and, for any losses they should suffer for any reason through services, they shall be reimbursed from the BTO property to the same extent as would non-interested persons.

28. Notice is hereby given to all persons, companies or corporations extending credit to, contracting with, or having claims against the BTO, that they must look only to the funds and property of the BTO for payment or for settlement of any debts, tort, damage, order, judgment or decree, or for any indebtedness which may become payable by the BTO. The Trustees, officers and agents are merely Managers of the BTO and not personally liable in any way when managing the BTO properties or matters.

DECLARATION OF BUSINESS TRUST ORGANIZATION

29. It is expressly declared that a BTO, and not a partnership, is hereby created as a legal, separate entity. Neither the Trustees, officers, agents or Certificate Holders, present or future, possess any ownership or claim to the property or assets of this BTO, nor shall they be personally liable whereunder, as partners or otherwise. No Trustee shall be liable for the act or omission of his or her

co-trustee, or any other person whatsoever, whether employed or designated by such Trustee or not, or for anything other than his own personal breach of trust. The BTO shall own full legal and equitable title to all property tangible and intangible, real and personal that is acquired by the BTO.

SECTION C. GENERAL PROVISIONS

CERTIFICATES

30. Certificates shall be divided into one hundred units. They shall be non-assessable, non-taxable, non-assignable, non-transferable and non-negotiable. The individual or entity named on the certificate is the legal owner thereof. The Certificate Holders will hold the units as tenants in common. In the event of the death or resignation of any Certificate Holder, said Holder's Certificate will become null and void.

31. Death, insolvency or bankruptcy of any Certificate Holder shall not, in any manner, affect the BTO or its operation or mode of business. Ownership of Certificates shall not entitle the Holder to any legal or equitable title in or to the BTO property, nor any undivided interest therein, nor in the management thereof, nor shall the death of a Holder entitle his heirs or legal representatives to demand any portion or division of the property of the BTO, nor any special accounting thereof. The rights of the Certificate Holders are limited merely to a claim against the Trustees to carry out this Contract only during the time period in which the Certificate is valid.

32. Every person, firm, corporation, or other entity acquiring Certificates in this BTO hereby assents to and accepts and approves all of the terms and conditions, stipulations and agreements contained in this Contract and all of the Minutes, resolutions and agreements of the BTO. From the date of receipt of the Certificates, all said documents shall have a like binding force and effect on the new Certificate Holders thereof as on the original parties hereto.

33. Nothing herein contained shall be construed to authorize the BTO to issue Certificates in excess of the number of Units herein provided, unless otherwise specified in the BTO's Minutes. And, in accordance with Paragraph 30, all Certificates have no value, implied or otherwise.

DURATION

34. This BTO shall continue for a period of twenty-five (25) years from the date of it's creation, unless the Trustees shall unanimously determine to extend this BTO for a like or shorter period of time. This extension must occur at any time before the expiration of this BTO.

35. The BTO's assets shall be proportionately distributed to the Certificate Holders upon termination of the BTO, providing there are no contrary instructions contained within the minutes.

PURPOSE

36. The purpose of this Contract is to convey property to the BTO, to be managed by the Trustees, acting in a fiduciary capacity, for the benefit of the Certificate Holders. This Contract is formed under the Law of Contracts and protected by Article I, Section 10, of the United States Constitution and is not formed under the trust laws of any state. This Contract is also protected under the Fourth Amendment of the United States Constitution, guaranteeing the Right to Privacy of Records. This Contract does not evidence the existence of any corporation (de facto or de jure), nor partnership, nor co-partnership, nor joint venture or joint stock company, nor association. The administration of this BTO shall be amendable as various rulings pertaining to business trust organizations and Constitutional Rights of contract and collective bargaining may be found.

37. Nothing herein contained shall be construed as an intent to evade or to contravene any federal or state law.

38. In the event of a subpoena or summons, the Trustees will agree to disclose only the information about the BTO business that is specified in or requested by said document.

39. There is no ground for grouping the Trustees and Certificate Holders together in order to turn them into an association, as this is not the intent of the Contract herein.

TERMINOLOGY

40. The terminology in this Contract is used solely for clarification and common usage for BTO's; it is not to be interpreted that this Contract is in any way a trust as established by any statute, but a contract and all interpretations thereof shall be established under the Laws of the United States.

41. If any provision of this Contract shall be found to be invalid for any reason whatsoever, the remaining provisions shall stand and remain in full force and effect. The parties hereto, the Trustees, their successors and all Certificate Holders jointly and severally acknowledge their present and future desire and intention that the BTO shall nevertheless continue.

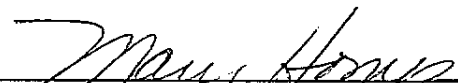
In Witness Whereof,

the Creator and Exchanger have hereunto set their hands and seals in token and recognition of this Contract, and of the conveyance, delivery and acceptance of property, and of the obligations, powers and duties herein assigned to the Trustees of said BTO and each agrees to all the stipulations and covenants herein stated.

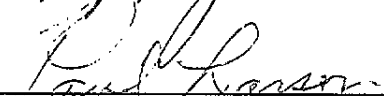
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ACKNOWLEDGEMENT OF EXCHANGE

The Creator of Quality Business Trust and the Exchanger, have completed the exchange of Ten Dollars (\$10.00) for all one hundred (100) units of Beneficial Interest, authorized in the Contract and Declaration of Trust. Said 100 units are represented by one or more Certificates totaling one hundred (100) units, issued by the Creator and delivered to the custody of the Trustees. This exchange does not constitute a sale or gift, and confirms the creation of this Business Trust Organization.



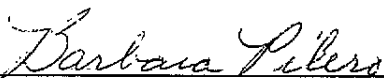
Mary Homes, Creator



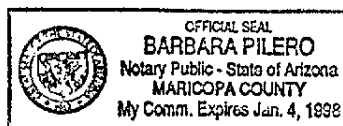
Paul Larson, Exchanger

STATE OF ARIZONA)
) ss.
County of Maricopa)

I hereby certify that on this the 22nd day of February, 1995, the above signatories, Mary Homes and Paul Larson, whose identities were satisfactorily proven to me, did execute and affix the above signatures hereto. I reside in Maricopa County.



Notary

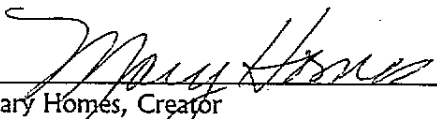


My Commission Expires

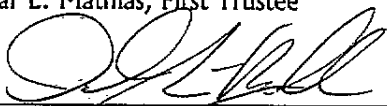
ACKNOWLEDGEMENT OF APPOINTMENTS

In fulfillment of all required duties set forth in the Contract and Declaration of Trust, and seeking a full release and exoneration thereof, BE IT KNOWN that the Creator of this Business Trust Organization does hereby freely designate and appoint Star L. Mathias of Phoenix, Arizona as and to be the First Trustee of Quality Business Trust and Dale Armin Miller of Phoenix, Arizona to be the Second Trustee of the Quality Business Trust, under absolutely no obligation to, and without compulsion by, said designee.

Additionally, Mary Homes, the Creator, does hereby ASSIGN, CONVEY AND DELIVER, to the care of the Board of Trustees of Quality Business Trust, the assets described in Schedules A and B attached hereto. Said First Trustee and Second Trustee hereby accept such appointment, together with the powers, duties and responsibilities pertaining thereto, and acknowledge receipt of all the said assets, also of an original, fully acknowledged copy of the Contract and Declaration of Trust creating the Quality Business Trust, and agree to be bound thereby.

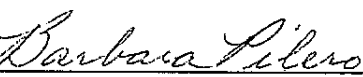

Mary Homes, Creator

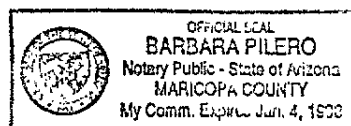

Star L. Mathias, First Trustee


Dale Armin Miller, Second Trustee

STATE OF ARIZONA)
County of Maricopa) ss.

I hereby certify that on this the 22nd day of February, 1995, the above signatories, Mary Homes, Star L. Mathias, and Dale Armin Miller, whose identities were satisfactorily proven to me, did execute and affix the above signatures hereto. I reside in Maricopa County.


Notary



My Commission Expires

ACKNOWLEDGEMENT OF TRUST

IN WITNESS WHEREOF, the Exchanger, Paul Larson for himself, heirs, successors and assigns has hereon set his hand and seal in token of conveyance and delivery of certain assets to be held in trust according to the terms and conditions set forth in this Contract and Declaration of Trust.

The Creator and Exchanger have hereunto set their hands and seals in token and recognition of this Contract and Declaration of Trust, and of the conveyance, delivery and obligations, powers and duties herein assigned to the Trustees of Quality Business Trust, a Business Trust Organization, and each agrees to all stipulations and covenants herein stated.

Mary Homes
Mary Homes, Creator

Paul Larson
Paul Larson, Exchanger

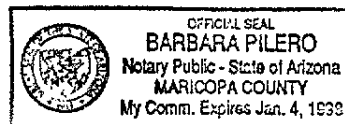
Star L. Mathias
Star L. Mathias, First Trustee

Dale Armin Miller
Dale Armin Miller, Second Trustee

STATE OF ARIZONA)
) ss.
County of Maricopa)

I hereby certify that on this the 22nd day of February, 1995, the above signatories, Mary Homes, Paul Larson, Star L. Mathias, and Dale Armin Miller, whose identities were satisfactorily proven to me, did execute and affix the above signatures hereto. I reside in Maricopa County.

Barbara Pilero
Notary



My Commission Expires

950116440

SCHEDULE A

REAL PROPERTY

None

750116440

SCHEDULE B

PERSONAL PROPERTY

\$10.00 U.S.D.

Minutes of Quality Business Trust

First Meeting of the Board of Trustees

The first meeting of the Board of Trustees of Quality Business Trust was held in Phoenix, Arizona, on the 14th day of March 1995 at 10:00 A.M.

There were present: Mary Homes, Star L. Mathias and Dale Armin Miller.

Upon motion duly made, seconded and unanimously carried, it was RESOLVED that:

Mary Homes was chosen acting chairman, and Star L. Mathias was chosen acting secretary of the meeting; and,

All persons present will make up the Board of Trustees for Quality Business Trust; and,

The Certificate of Beneficial Interest representing all one hundred (100) units for Quality Business Trust has been returned to the ownership of the trust by Paul Larson. The certificates will now be reissued in the following manner: One certificate for one (1) unit issued in the name of Regency Security Trust, one certificate for one (1) unit issued in the name of Organic Marketing Trust, and one certificate for one (1) unit issued in the name of Natural Investment Trust, while the remaining ninety-seven (97) units will be held in trust and disbursed at some future date; and,

The Trustees sign the certificates; and,

The federal identification number for the trust is 86-6236507; and,

The Board of Trustees hereby adds 25 years to the lifetime of Quality Business Trust. The Board of Trustees may agree by unanimous decision to extend Quality Business Trust for a like or shorter period of time. Quality Business Trust shall now expire as of midnight the 21st day of February 2045.

The Chairman stated that the next order of business to come before the meeting, was the election of Executive Trustee, President Trustee, and Vice-President Trustee of Quality Business Trust. The following persons were nominated and seconded:

Executive Trustee: *Lonnie L. Kuatt*

President Trustee: *Alan Lynn Kuatt*

Vice-President Trustee: *Carol M. Kuatt*

There were no other nominations. Upon motion duly made, seconded and unanimously carried, the nominations were closed.

The ballots of the Board of Trustees were presented and the chairman reported that Lonnie L. Kuatt, Alan Lynn Kuatt, and Carol M. Kuatt had been unanimously elected.

The Chairman declared that Lonnie L. Kuatt, Alan Lynn Kuatt, and Carol M. Kuatt were now duly elected trustees of Quality Business Trust, and members of the Board of Trustees, and shall adhere to the Contract and the Declaration of Trust and subsequent minutes of Quality Business Trust. Documentation of the acceptances of appointments are attached hereto.

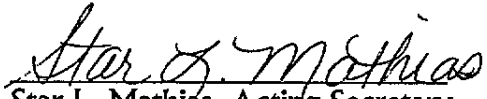
Lonnie L. Kuatt, Alan Lynn Kuatt, and Carol M. Kuatt were contacted by phone and informed of their positions as Executive Trustee, President Trustee, and Vice- President Trustee. They then appointed Marcia Jean Kuatt and Lonnie Richard Kuatt as Successor Trustees for all three Trustees, Lonnie L. Kuatt, Alan Lynn Kuatt, and Carol M. Kuatt. Documentation of the acceptances is attached hereto.

At the earliest convenience, a checking account, or any other financial account, shall be opened in the name of Quality Business Trust, and Alan Lynn Kuatt will be the only signer on the account.

The acting secretary then agreed to convey, to Alan Lynn Kuatt, the Contract and Declaration of Trust, these minutes when completed and any and all other documents pertaining to Quality Business Trust.

Upon motion duly made, seconded and unanimously carried, it was RESOLVED, that the following members of the Board of Trustees, Mary Homes, Star L. Mathias and Dale Armin Miller do hereby resign effective this date. Documentation of the resignation is attached hereto.

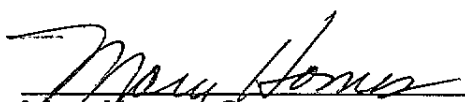
No further business coming before this meeting of the Board of Trustees of Quality Business Trust, upon motion duly made, seconded and carried, the meeting adjourned at 11:30 A.M. the 14th day of March 1995.


Star L. Mathias, Acting Secretary

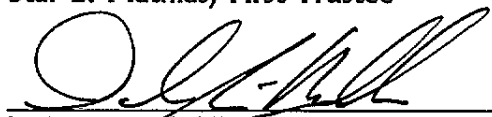
Resignation

On this the 14th day of March, 1995, at 11:30 A.M., in Phoenix, Arizona, the following did occur:

The following members of the Board of Trustees for Quality Business Trust do hereby resign their positions and responsibilities in connection with Quality Business Trust and Quality Business Trust holds them harmless therefrom.

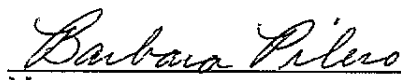

Mary Homes, Creator


Star L. Mathias, First Trustee


Dale Armin Miller, Second Trustee

STATE OF ARIZONA }
County of Maricopa } ss.

I hereby certify that on this the 14th day of March, 1995, Mary Homes, Star L. Mathias and Dale Armin Miller, whose identities were satisfactorily proven to me, did execute and affix the above signatures hereto.


Notary




My Commission Expires

**Acceptance of Appointment
Executive Trustee**

On this the 14th day of March 1995, I, Lonnie L. Kuatt, do hereby accept and acknowledge the appointment to the position of Executive Trustee of Quality Business Trust.


As Executive Trustee, I understand and accept the powers, duties and responsibilities of administration and management of the business matters of Quality Business Trust, and shall adhere to and be bound by the Contract and Declaration of Trust and the subsequent minutes of Quality Business Trust.



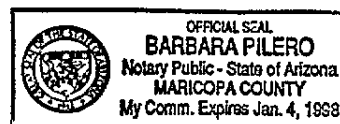
Lonnie L. Kuatt, Executive Trustee

STATE OF ARIZONA }
County of Maricopa } ss.

I hereby certify that on this the 14th day of March 1995, Lonnie L. Kuatt, whose identity was satisfactorily proven to me, did execute and affix the above signature hereto.



Notary



My Commission Expires

**Acceptance of Appointment
President Trustee**


On this the 14th day of March 1995, I, Alan Lynn Kuatt, do hereby accept and acknowledge the appointment to the position of President Trustee of Quality Business Trust.

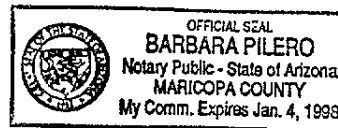
As President Trustee, I understand and accept the powers, duties and responsibilities of administration and management of the business matters of Quality Business Trust, and shall adhere to and be bound by the Contract and Declaration of Trust and the subsequent minutes of Quality Business Trust.


Alan Lynn Kuatt, President Trustee

STATE OF ARIZONA }
County of Maricopa } ss.

I hereby certify that on this the 14th day of March 1995, Alan Lynn Kuatt, whose identity was satisfactorily proven to me, did execute and affix the above signature hereto.


Notary



My Commission Expires

**Acceptance of Appointment
Vice-President Trustee**

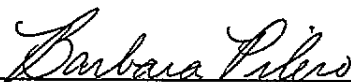
On this the 14th day of March 1995, I, Carol M. Kuatt, do hereby accept and acknowledge the appointment to the position of Vice-President Trustee of Quality Business Trust.

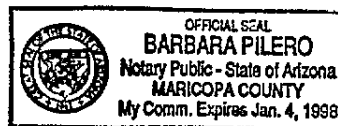
As Vice-President Trustee, I understand and accept the powers, duties and responsibilities of administration and management of the business matters of Quality Business Trust, and shall adhere to and be bound by the Contract and Declaration of Trust and the subsequent minutes of Quality Business Trust.


Carol M. Kuatt, Vice-President Trustee

STATE OF ARIZONA }
County of Maricopa } ss.

I hereby certify that on this the 14th day of March 1995, Carol M. Kuatt, whose identity was satisfactorily proven to me, did execute and affix the above signature hereto.


Notary



My Commission Expires

**Acceptance of Appointment
Successor Trustee**

On this the 14th day of March 1995, I, Marcia Jean Kuatt, do hereby accept and acknowledge the appointment to the position of Successor Trustee to Lonnie L. Kuatt, Executive Trustee, Alan Lynn Kuatt, President Trustee, and Carol M. Kuatt, Vice- President Trustee of Quality Business Trust.

As Successor Trustee, I understand that I will take the position of Trustee only upon the demise or incapacitation of Lonnie L. Kuatt, Alan Lynn Kuatt, and Carol M. Kuatt. At that time I will accept the duties of management and administration of the business matters of Quality Business Trust, and shall adhere to and be bound by the Contract and Declaration of Trust and the subsequent minutes of Quality Business Trust.

Marcia Jean Kuatt
Marcia Jean Kuatt, Successor Trustee

STATE OF ARIZONA }
County of Maricopa } ss.

I hereby certify that on this the 14th day of March 1995, Marcia Jean Kuatt, whose identity was satisfactorily proven to me, did execute and affix the above signature hereto.

Barbara Pilero
Notary



My Commission Expires

**Acceptance of Appointment
Successor Trustee**

On this the 14th day of March 1995, I, Lonnie Richard Kuatt, do hereby accept and acknowledge the appointment to the position of Successor Trustee to Lonnie L. Kuatt, Executive Trustee, Alan Lynn Kuatt, President Trustee, and Carol M. Kuatt, Vice-President Trustee of Quality Business Trust.

As Successor Trustee, I understand that I will take the position of President Trustee only upon the demise or incapacitation of Lonnie L. Kuatt, Alan Lynn Kuatt, and Carol M. Kuatt. At that time I will accept the duties of management and administration of the business matters of Quality Business Trust, and shall adhere to and be bound by the Contract and the Declaration of Trust and the subsequent minutes of Quality Business Trust.

Lonnie Richard Kuatt

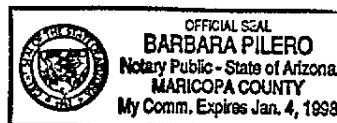
Lonnie Richard Kuatt, Successor Trustee

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF ARIZONA }
County of Maricopa } ss.

I hereby certify that on this the 14th day of March 1995, Lonnie Richard Kuatt, whose identity was satisfactorily proven to me, did execute and affix the above signature hereto.

Barbara Pilero
Notary



My Commission Expires