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SANFORD Z. CHEVLIN, ESQ.
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Hallandale, Florida 33009
(954) 458-0021
FAX (954) 454-7009

Secretary of State
409 E. Gaines St.
Tallahassee, FL 32399

Re: Registration of Business Trust
"Newtec Investment Trust"

November 19, 1998

Dear Sir/Madam:

Enclosed please my Trust Account check in the amount of \$350.00 for the registration of the "Newtec Investment Trust". Along with the Declaration of Trust is an Affidavit of Curt Manler, Chairman of the Board of Trustees and one of the Grantors of the Trust.

Please send confirmation of the registration of the Newtec Investment Trust via the self-addressed stamped envelope which has been enclosed for your convenience.

Your prompt attention to this matter is greatly appreciated. Thank you.

Very Truly Yours,

Sanford Z. Chevlin, Esq.

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***350.00 ***350.00

DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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

NEWTEC INVESTMENT TRUST

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 NEWTEC INVESTMENT TRUST,

(Name of Trust)

a FLORIDA Trust hereby affirms in order to file or qualify

(State)

NEWTEC INVESTMENT TRUST, in the State of Florida.

(Name of Trust)

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

2. The principal address is 4500 N. HIATUS RD.,
SUNRISE, FL 33351

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

SANFORD Z. CHEVLIN, ESQ., 1008 W. HALLANDALE
BEACH BLVD., HALLANDALE, FL 33009 954-
458-0021

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.

SANFORD Z. CHEVLIN, ESQ.
(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.

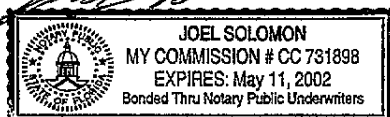
Curt Manler

Name: CURT MANLER
Chairman of the Board of Trustees

FDOL MSB-100-37-027-0

NOTARY

12/10/98



DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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AFFIDAVIT of CURT MANLER

STATE OF FLORIDA)

COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared CURT MANLER, who, being first duly sworn, deposes and says:

1. My name is Curt Manler.
2. I am a resident of Palm Beach County, Florida.
3. I am one of the Grantors of the Newtec Investment Trust.
4. I am the Chairman of the Board of the Trustees for the Newtec Investment Trust.

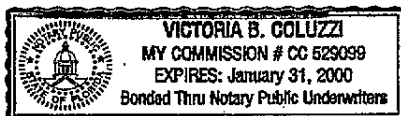
5. That the Declaration of Trust attached hereto is a true and correct copy of the Declaration of Trust of the Newtec Investment Trust.

FURTHER AFFIANT SAYETH NAUGHT.

CW. Manler

CURT MANLER, Chairman of
the Board of Trustees of
the Newtec Investment Trust

SWORN TO and subscribed before me by this 19th day of
November, 1998. *FLQU# 17546-100-37-027-0 X99*



Victoria B. Coluzzi
Notary Public
State of Florida at Large

My Commission Expires:

DECLARATION OF BUSINESS TRUST

DECLARATION OF TRUST made this 19th day of NOVEMBER, 1998, between Wellington Cavalcanti, of Broward County, Florida and Curt Manler, of Broward County, Florida (hereinafter referred to as "Grantors") and Wellington Cavalcanti, of Broward County, Florida and Curt Manler, of Broward County, Florida (hereinafter referred to as "Trustees").

1. **ORGANIZATION AND NAME.** This Declaration of Trust is intended to create a trust of the type known as a business trust, hereinafter called the "Trust", and not a partnership or a joint-stock association. The Trust may be designated as the "NEWTEC INVESTMENT TRUST."

2. **INITIAL TRUST PROPERTY.** The Grantors hereby transfer all of their right, title, and interest in the property described in Exhibit "A" attached hereto and made a part hereof.

3. **BUSINESS OF THE TRUST.**

(a) The principal office of the Trust is located at 4500 N. Hiatus Road, Sunrise, Florida 33351.

(b) The Trustees shall hold the property described in Exhibit "A" and all property hereafter acquired, and all of the income and profits therefrom (hereinafter collectively referred to as "Trust Property") in trust, and shall manage, administer, collect and dispose of the Trust property for the benefit of such persons as acquire shares of beneficial interest in the Trust (hereinafter called the "Beneficiaries").

(c) The Trustees, in the name of the Trust, may engage in general business activity, and perform all acts they consider

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necessary in the furtherance of such activity. The powers and duties of the Trustees are more specifically set forth in paragraph 9.

4. DURATION.

(a) The Trust shall begin on the date of execution of this Declaration of Trust and shall continue for ten (10) years from that date, except that it may be terminated at any earlier time by the Trustees, provided that consent to termination is given by two-thirds (2/3) in value of the outstanding shares of beneficial interest.

(b) Upon the death, insolvency, or adjudged incompetency of a Beneficiary, his legal representative shall succeed as a Beneficiary and shall be bound by the provisions of this Declaration of Trust.

5. TRUST SHARES.

(a) Beneficial interest in the Trust shall consist of One Thousand (5,000) shares, each with a par value of One Dollar (\$1.00).

(b) The Trustees may sell, exchange, or acquire shares for such sums as they consider proper.

(c) The Trustees shall issue certificates (hereinafter called "Share Certificates") to the purchasers of such shares in the following form:

Certificate No.1

No. of Shares _____

TRUST CERTIFICATE

for shares in

OPPORTUNITY TRUST

(d) The purchases of the share certificates or their transferees pursuant to paragraph 6 shall be the Beneficiary of the Trust, and shall be bound by the provisions of this Declaration of Trust, and they shall be entitled to participate in all dividends and other distributions of income or principal, as the Trustees in their discretion, from time to time, shall deem advisable.

(e) Each Beneficiary shall share in dividends or other distributions in the proportion that the number of shares owned by him bears to the total number of shares issued and outstanding.

(f) No Beneficiary shall have the right to ask for partition of the Trust Property during the continuance of this Trust.

(g) No Beneficiary shall have any interest in any portion of the Trust Property as such, and shall have an interest in dividends and other distributions only as herein provided.

(h) In the event of the loss or destruction of a share certificate, the Trustees may issue a new share certificate upon such conditions as they deem expedient.

6. **TRANSFER OF TRUST SHARES.** A Beneficiary may transfer a share certificate in person, or by a duly authorized attorney. The transferee shall surrender such share certificate, duly endorsed for transfer, to the Trustees, who shall execute a new certificate representing the share or shares so transferred.

7. **MEETINGS OF BENEFICIARIES.**

(a) An annual meeting of Beneficiaries shall be held at the principal office of the Trust, unless otherwise designated by the Trustees in writing not less than ten (10) nor more than thirty

(30) days before the meeting. The meeting shall be held at 11:00 A.M. on the first Monday in March each year, or on the following day if Monday is a legal holiday.

(b) In addition to the annual meeting, the Trustees may call special meetings of the Beneficiaries at such times as the Trustees consider advisable.

(c) Written notice of every meeting, specifying the time, place, and the purpose thereof, shall be sent by registered mail to the Beneficiaries, not less than (10) nor more than (30) days prior to the holding of such meeting. A notice addressed to a Beneficiary at the address listed in the register of the Trustees shall be sufficient notice under this paragraph.

(d) The owners of one-half of the issued and outstanding shares of beneficial interest, or their proxies, shall constitute a quorum for the purposes of any meeting, and a majority of the shares represented and voting at the meeting shall control on any issue considered at such meeting, except as otherwise specifically provided herein.

8. **PERSONAL LIABILITY OF BENEFICIARIES.** The Beneficiaries shall not be personally liable for any act or omission of the Trustees. All persons dealing with the Trustee, or with any agent of the Trustees, shall look only to the Trust Property for the payment of any sum due as a result of such dealing. In every instrument executed by the Trustees and creating an obligation of any kind the Trustees shall stipulate that neither they nor the Beneficiaries shall be held to any personal liability under such instrument.

9. **POWER OF TRUSTEES.** The Trustees shall have absolute power and authority to manage the Trust Property and to conduct the Trust business, exercisable without the consent of the Beneficiaries, to the same extent as if such Trustees were the owners of the such property and business, and limited only as specifically set forth in this Declaration of Trust. The concurrence of both Trustees shall be necessary to validate any action taken by them. The Trustees' powers shall include, but shall not be limited to or by, the following:

(a) to undertake or engage in any type of commercial, industrial or other business or venture;

(b) to purchase or otherwise acquire real or personal property, and to sell, exchange, mortgage, grant a security interest in, pledge, or in any manner deal with the Trust property or any part, thereof or any interest therein, upon such terms and for such consideration as they deem proper;

(c) to incur indebtedness, borrow or lend money with or without security, execute, accept, discount, negotiate, and deal in commercial paper, and evidence of indebtedness, and execute any written instruments;

(d) to prosecute and defend all actions affecting the Trust, and to compromise or settle any suits, claims, or demands, or waive or release any rights relating to the Trust;

(e) to employ officers, agents, attorneys, and employees; and

(f) to adopt and enforce such bylaws, not inconsistent with the Declaration of Trust from time to time, as they may deem

proper.

10. **LIABILITY OF TRUSTEES.** The Trustees shall not be personally liable for any loss resulting from an act or omission to act in the execution of any of the powers conferred by this Declaration of Trust, so long as they act in good faith. Neither Trustee shall be personally liable for an act or omission of the other, or for an act or omission of any person appointed by either of them to assist in the execution of the Trust unless such appointment in itself is grossly negligent. All persons dealing with the Trustees shall look only to the Trust property for the payment of their claims, and every instrument to which the Trustees shall be parties or on account of which any liability may be chargeable against the Trust Property shall so provide.

11. **INDEMNIFICATION OF TRUSTEES.** Each Trustee shall be indemnified by and receive reimbursement from the Trust Property against and from any and all loss, liability, expense, or damage, arising out of any action or omission to act as a Trustee hereunder, except to the extent that such loss, liability, expense, or damage shall result from his own gross negligence or wilful misconduct. Such indemnity or reimbursement shall be limited to the Trust Property, and no shareholder shall be personally liable therefor to any extent.

12. **APPOINTMENT AND MEETING OF TRUSTEES.**

(a) There shall be two (2) Trustees, each of whom shall serve for the entire term of the Trust, unless his tenure is terminated by death, resignation, or incapacity to serve. Each Trustee shall receive an annual salary of twenty-four thousand

dollars (\$24,000) payable in equal monthly installments. The death, resignation, or incapacity of either or both of the Trustees shall not terminate the Trust or in any way affect its continuity.

(b) Upon the death, resignation, or inability to serve of either of the Trustees, the resulting vacancy shall be filled by the remaining Trustee. The successor Trustee shall execute a written consent to act as Trustee under the terms of this Declaration of Trust. Notice of the appointment of a successor Trustee under this Paragraph shall be mailed to each Beneficiary as provided for mailing of notice of meetings in Paragraph 7.

(c) The Trustees shall meet at such times and at such places as they deem advisable.

13. **AMENDMENT.** This Declaration of Trust may be amended in any particular, except that no change may be made in the provisions governing the liability of the Trustees, or their agents, or of the Beneficiaries. An amendment may be considered at any meeting of the Beneficiaries provided the notice of the meeting states that such amendment is to be considered at the meeting. The consent of the holders of two-thirds (2/3) in value of the outstanding shares of beneficial interest shall be necessary to adopt any amendment. The amendment shall become effective when certified by the chairman of the meeting that voted, countersigned by the Trustees, and attached to this Declaration of Trust.

14. **GOVERNING LAW.** This Declaration of Trust shall be interpreted and governed by the laws of the State of Florida.

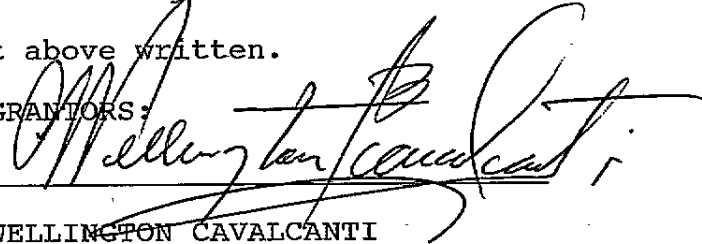
15. **JURISDICTION AND VENUE.** Any and all claims, actions or disputes relating or pertaining to any matter arising under this

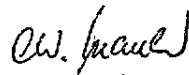
Declaration shall be submitted for resolution in a court of competent jurisdiction in the state of Florida. Venue shall reside in Broward County, Florida.

16. **ATTORNEYS FEES.** The prevailing party in any action shall be entitled to recover an award of reasonable attorneys fees expended and costs incurred.

IN WITNESS WHEREOF, the parties have signed and sealed this instrument on the day and year first above written.

GRANTORS:


WELLINGTON CAVALCANTI


CURT MANLER

TRUSTEES:


WELLINGTON CAVALCANTI


CURT MANLER

EXHIBIT "A"

1. Lot 1, Block 468, Port St. Lucie Subdivision, Section 26, according to the Plat thereof, recorded in the Public Records of St. Lucie County, Florida.