



COMMONWEALTH OF MASSACHUSETTS

Charles E. Haddad
Secretary of the State

April 11, 2004

RECEIVED
EX. 10011396
BUCKENYBOWNS, 411 12777

IN RE: STATE OF MASSACHUSETTS

RECEIVED
REF: PD00000390081

10011396
Buckenybowns
411 12777

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and resubmit the complete document, including the electronic filing cover sheet.

PLEASE REMOVE THE WORD "HEREIN" (ON THE FIRST PAGE OF THE AGREEMENT AND) FROM THE FIRST PAGE OF THE AGREEMENT. IN RE: 411 12777 (image), substantially in the form of Exhibit A (sheet) SINCE THE EXHIBIT REMAINS IN THE STATE OF MASSACHUSETTS.

Please resubmit your document, along with a copy of this letter, within 60 days of your filing. It will be considered abandoned.

If you have any questions concerning the filing of your document, please call (866) 224-6605.

Respectfully,
Document Specialist:

Charles E. Haddad
Secretary of the State
10011396
Buckenybowns: 411 12777

Executive bar

WILLIAM B. BLOCH

SATVRAIAITIS JRCU

[Signature]

NAME:

RECEIVED

[Signature]

RE: PROSECUTOR'S OFFICE

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RE: PROSECUTOR'S OFFICE

action with respect to the obligations thereof. (c) The 100 Shares of Statewide Stock owned by Subject shall remain the sole property of Subject and shall not be subject to any lien or claim of any kind, whether by way of mortgage, pledge, or otherwise, and no part of the proceeds of the sale of the 100 Shares shall be subject to any lien or claim of any kind, whether by way of mortgage, pledge, or otherwise, and no part of the proceeds of the sale of the 100 Shares shall be subject to any lien or claim of any kind, whether by way of mortgage, pledge, or otherwise.

10. Termination. This Agreement may be terminated by either party by written notice to the other party. The termination of this Agreement shall not affect the obligations of the parties hereunder.

11. Governing Law. This Agreement shall be governed by the laws of the State of California and shall be construed and interpreted in accordance with the principles of California law.

12. Assignment.

(a) Successors. This Agreement shall be binding upon the parties and their heirs, assigns, and successors, and shall not be subject to any lien or claim of any kind, whether by way of mortgage, pledge, or otherwise, and no part of the proceeds of the sale of the 100 Shares shall be subject to any lien or claim of any kind, whether by way of mortgage, pledge, or otherwise.

(b) Counterparty. This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which when taken together shall constitute the entire Agreement.

(c) Entire Agreement. This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, relating to the subject matter hereof.

(d) Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held to be unenforceable or invalid by any court of competent jurisdiction, the provisions of this Agreement shall nevertheless survive and shall be enforceable to the maximum extent permitted by law. The parties agree that the provisions of this Agreement shall be enforceable to the maximum extent permitted by law.

(e) Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision of this Agreement.

(f) Assignment. Neither party shall assign this Agreement or any part of its obligations hereunder without the prior written consent of the other party.

(g) Amendment. This Agreement may be amended by a written instrument executed by both parties.

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(i) Copy Availability: A copy of this Agreement will be furnished by the Sponsoring Corporation upon request, without cost, to any stockholder or Relative of a stockholder.

PROJECT PAGE 1 LEFT INVENTIONALLY BLANK

(CERTIFICATE OF SECRETARY)
FRIETEE, INC.

The undersigned, being the Secretary of Frietee, Inc., do hereby certify that the person named herein is the duly adopted officer of the corporation named herein and that the person named herein is the duly elected officer of the corporation named herein in accordance with the provisions of Section 22 of the General Corporation Law of the State of Delaware.

Date: 11/11/03

[Signature]
Name: Robert H. Schaefer
Title: Secretary

(CERTIFICATE OF SECRETARY)
FRIETEE, INC.

The undersigned, being the Secretary of Frietee, Inc., do hereby certify that the person named herein is the duly adopted officer of the corporation named herein and that the person named herein is the duly elected officer of the corporation named herein in accordance with the provisions of Section 22 of the General Corporation Law of the State of Delaware.

Date: 11/11/03

[Signature]
Name: Robert H. Schaefer
Title: Secretary

100-172410-1, 100-172410-2

THE ALTERNATIVE

THE 3-PRONG SYSTEM

ALL OTHERS COPIES OF THIS INFORMATION HAVE BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDS OFFICE.

DATE: 04-22-2004

INTERNATIONAL OF AMERICANS
TO
PROTECT YOUR
AND
SACRAMENTO, CALIF.

1. FILED: WASHINGTON FIELD OFFICE - 23

APR 150 2044 3:24 PM

(COORDINATION) 380003

INC 175 EXP. 13:20:2381 31

1. Date: 15 April 1961, 2004

6. ROBERTO, M. REU.

1. No:

[Handwritten signature]
[Name of the person who signed the document]
1. Name: M. Roberto, M. REU. 1. Date: 15 April 1961, 2004

1. Date: 15 April 1961, 2004

1. Date: 15 April 1961, 2004

1. No:

[Handwritten signature]
[Name of the person who signed the document]
1. Name: M. Roberto, M. REU. 1. Date: 15 April 1961, 2004

1. Date: 15 April 1961, 2004

1. Date: 15 April 1961, 2004