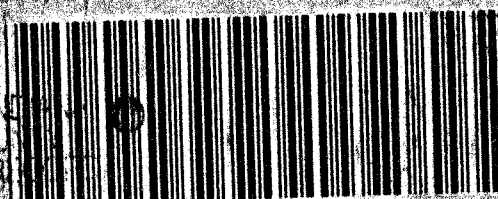


STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD



2000 050624

2000 JUL 18 PM 2:05 OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

MORRIS W. CARTER 041072613 10/27/94 03:33
RECORDER LILIAN 18 OF 50

CONTRACT

Document is NOT OFFICIAL!

and

This Document is the property of

DECLARATION Recorder!

of a

PURE TRUST

STOP

This Declaration of a Pure Trust Organization
Authorizes Its Trustees
to Operate Under the Name of

CONVENTIONAL INVESTMENTS

Dated this 21st day of July, 1994

3600
CS

INDEX

SECTION

PARAGRAPH

SECTION A - CREATION

Exchange	1 and 2
Name and Domicile	3
Indenture Purpose	4

SECTION B - TRUSTEES

First Appointment and Acceptance	5 and 6
Trustee Number	7
Trustee Resignation and Removal	8 thru 12
Meetings	13
Powers and Duties of Trustees	14 thru 19
Trustee Officers	20 thru 22
Property	23
Distribution	24
Holding and Pledging	25 and 26
Limitation of Liability	27 and 28
Declaration	29

SECTION C - GENERAL PROVISIONS

Certificates	30 thru 34
Duration, Termination and Continuation	35 thru 37
Character of Trust Organization	38 thru 42
Terminology	43 and 44

12

940772613

**THIS CONTRACT AND DECLARATION OF TRUST IS EXECUTED
IN THESE UNITED STATES OF AMERICA, AND SHALL BE
CONSTRUED UNDER ITS COMMON LAW.**

THIS CONTRACT AND DECLARATION OF TRUST is made this 21st day of July, 1994, by and between M. J. HERMAN, JR., of the County of Bernalillo, State of New Mexico, referred to hereinafter as "CREATOR" of this Trust Organization, and MICHAEL CELENZE, of the County of Bernalillo, State of New Mexico, hereinafter referred to as "EXCHANGOR", and do hereby agree as follows:

SECTION A

CREATION

Exchange

1. The Creator hereby offers to bargain or exchange in trade, Trust certificates comprising of a total of one hundred units for the real and/or personal property of the Exchangor.
2. The Exchangor, for Ten Dollars (\$10.00) United States and other full and adequate considerations, the receipt of which is hereby acknowledged, does hereby bargain, assign, convey, exchange and deliver unto the Creator said consideration for all of the Trust Certificate Units in the Trust Organization created herein, said consideration to be held in trust by the Creator in the Trust name pursuant to the terms of this Declaration of Trust and obligations as set forth herein.

Name and Domicile

3. The Trust Organization name and other things of value to constitute a Trust Organization shall have its principle domicile in the County of Maricopa, State of Arizona, or elsewhere as designated by the Trustees, and be known as:

CONVENTIONAL INVESTMENTS

Indenture Purpose

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

SECTION B

TRUSTEES

First Appointment and Acceptance

5. Immediately upon completion of the said exchange hereinabove made, the Creator shall forthwith constitute and appoint a qualified, adult person or other entity as the First Trustee hereof, having an absolutely free choice and while being without obligation to such person. Following acceptance of the position, the appointed Trustee shall serve as a Trustee of this Trust Organization.

94072613

The Creator shall have absolutely no further duty or obligation to the Trust Organization, nor shall the Trustee(s) or the Trust have any obligation or duty to said Creator. The first Trustee may independently appoint a second Trustee and they in turn may appoint additional Trustees. The property will be immediately assigned, conveyed and delivered unto said Trustee(s) in Trust Irrevocable, said property being held by the Trust Organization in fee simple. Said Trustee(s) are to collectively act and manage by virtue of this Declaration of Trust as a Board of Trustees under the collective name herein designated--certain properties, business projects, operations underway or contemplated, dealing in equities, formulae, entities, patents, copyrights, business goodwill, or other business desired to be engaged in by said Trustee(s).

6. The named Trustee(s), for themselves and their successors in Trust Irrevocable 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 Trust Organization herein set forth, agreeing to conserve and improve the Trust Organization in such manner as will increase the financial rating of the Trust Organization, exercising their best judgment and discretion, in accordance with the Trust minutes, making distribution of portions of the proceeds and income as in their discretion, and according to the minutes, and upon final liquidation, distributing the assets to the existing Certificate holder(s) as their contingent rights may appear, and in all other respects administering said Trust Organization in good faith, strictly in conformity hereto.

Trustee Number

7. The Trustee(s) shall be at least one in number and may be increased for practical reasons beneficial to the Trust Organization. The Trustee(s) herein mentioned by name, or their successors elected or appointed to fill vacancies, shall hold office, and have and exercise collectively the exclusive management and control of the Trust Organization's property and business affairs without any consent of Certificate holders.

Trustee Resignation and Removal

8. A Trustee may resign or be removed from office by a resolution of the Board of Trustees by a unanimous vote of the other existing Trustee(s) 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 Trust affairs without permission of all of the Trustees.

9. In the event of death, removal from office, or resignation, the Trustee(s) shall appoint or elect a successor by the unanimous concurrence of the remaining Trustee(s). 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 Trust Minutes.

10. The signing and acknowledging of this Agreement by such Trustee or Trustees elected or appointed, shall constitute their acceptance of this Trust Organization; and shall immediately vest, in fee simple without any further act of conveyance.

11. The Trustee(s), officers, agents or employees possess only such authority as awarded them herein.

12. All persons serving as Trustee(s) for the Trust Organization serve only as physical, operational managers, possessing none of the incidents of legal ownership of assets, and having no tax liability of their own on any earnings of the Organization, and similarly, the Trust Organization has no tax liability for the debts or earnings of the Trustee(s).

94072613

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 two or more Trustees upon three (3) days' written notice mailed or delivered to the Trustees. At any regular or special meeting, the majority of the Board of Trustees shall constitute a quorum for conducting business, PROVIDED affirmative action may only be had upon a unanimous vote of the Trustees, whether present or absent.

Powers and Duties of Trustees

14. The Trustees' powers shall be construed as general powers of Citizens of these United States of America to do anything any citizen may do in any state or country as governed by Common Law which shall govern all of the powers of this Contract. They shall, but not be limited to, continue in business, conserve the property, commercialize the resources, extend any established line of business in industry or investment, as herein specifically noted, at their discretion for the benefit of this Trust Organization such as: buy or sell mortgages, securities, bonds, notes, leases of all kinds, contracts or credits of any form, patents, trademarks or copyrights; buy, sell, or conduct 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 Trustee(s), or others, as designated by the Trustees' minutes; construct, buy, sell, lease or rent any type of real estate, improved or unimproved; advertise different articles or business projects; borrow money for the project, pledging the Trust Organization property for the payment thereof; hypothecate assets, property, or both; own stock in or entire charters of corporations, or other properties, companies or associations as they may deem advantageous.

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

16. To conduct the financial affairs of this Trust Organization 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 Trustee(s) shall be and are hereby authorized to open and maintain one or more checking, savings or other thrift accounts in the name of this Trust in any financial institution.

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

18. The Trustee(s) and Successor Trustee(s) shall serve without fidelity bonds.

19. The Trustee(s) shall regard this instrument as their sufficient guide, supplemented from time to time by resolutions of the Board 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.

94072613

Trustee Officers

20. The Trustee(s) may appoint or elect from among their number, one or more Executive Trustees, who shall be given such power and authority as the minutes of the Trust Organization may delegate and describe and who may have the authority to operate the trust business and to sign any and all documents necessary to carry out the terms hereof.

21. The Trustees may, in their discretion, appoint or elect among their number any administrator they may deem expedient for proper functioning. They may appoint or elect managing directors, agents, other independent contractors or designate third persons to hold funds for specific purposes. Any and all actions entered into by said individual may be affirmed by the unanimous vote of said Trustees at a later meeting of said Trustees. Said person so appointed or elected may be removed by a unanimous vote of the Trustee(s) for said organization for good cause only 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 Trust Organization and other legal instruments shall be executed by the signing of the name of the Trust Organization by any of the Trustees, or designated individuals as described in Paragraph 21, after a unanimous vote has been made to do so.

Property

23. The Trustee(s) may fix, distribute or convey property to all officers, employees or agents in their discretion, and may distribute or convey property to themselves for their services as may be determined by the Board of Trustees.

Distribution

24. The Trustee(s) may, from time to time, declare and pay out of trust earnings or trust assets of the Trust Organization, such distribution as they may deem proper and advisable, to all Certificate holders in their direct and proportionate share. This distribution is purely at the option of the Trustee(s) and is not a duty or obligation.

Holding and Pledging

25. The Trustee(s), at their discretion may, from time to time, request one of their number to hold property as a nominee for said Trust Organization. Such holding will, in no way, inure to the benefit of nor pass title to such person so deemed to be held in trust for the Trust Organization and all the benefit shall inure to the Trust Organization.

26. The Trustee(s) may, from time to time, pledge the assets of the Trust Organization so as to act as Guarantor for any person, including the Trustee(s) or officers of said Organization, or other legal entity, provided there is reasonable property to be received by the Trust Organization for such action. Such consideration will be determined solely by the Trustee(s).

Limitation of Liability

27. The Trustee(s) shall, in the capacity of Trustee(s) and not individually, assume only such liability as may attach to said Trust Organization'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 Trust Organization property to the same extent as would non-interested persons.

940772613

28. Notice is hereby given to all persons, companies or corporations extending credit to, contracting with, or having claims against this Trust Organization or the Trustee(s) thereof, that they must look only to the funds and property of the Trust Organization for payment or for settlement of any debts, tort, damage, order, judgment or decree, or for any indebtedness which may become payable hereunder; that the Trustee(s), officers or agents are mere Independent Contractors and not personally liable when dealing with the Trust Organization properties or matters.

Declaration of Pure Trust Organization

29. It is expressly declared that the pure trust organization, (not a corporation, partnership, joint venture, joint stock company, Massachusetts trust-association type, business trust-association type, nor any other form of association of statutory trust) is hereby created as a separate, legal entity; that neither the Trustee(s), officers, agents or Certificate holders, present or future, possess any beneficial interest in the property or assets of said Trust Organization, nor shall they be personally liable hereunder, as partners or otherwise; that 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 Trust Organization shall own both legal and equitable title to all property that is acquired, both tangible and/or intangible, and both real and personal.

**SECTION C
GENERAL PROVISIONS**

Certificates

30. For convenience, the Trust Certificates used for distribution shall be divided into One Hundred Units. They shall be non-assessable, non-taxable and non-negotiable and the lawful possessor thereof shall be construed the true and lawful owner thereof. The Certificate holders will hold the units as tenants in common. In the event of the death of any holder thereof, said shareholder's Certificate will become null and void.

31. Death, insolvency or bankruptcy of any Certificate holder shall not, in any manner, affect the Trust Organization or its operation or mode of business. Ownership of Certificates shall not entitle the holder to any legal title or equitable title in or to the Trust Organization 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 partition or division of the property of the Trust Organization, nor any special account. The rights of the Certificate holders in personam are limited merely to a claim against the Trustee(s) to carry out this Declaration of Trust.

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

33. The Certificates shall be transferable by an appropriate assignment in writing and by surrender to the Trustee(s) or to the person or agency designated by them, but no transfer shall be of any effect as against the Trustee(s) even with actual or constructive notice until a new Certificate has been duly recorded upon the books of the Trust Organization kept for that purpose. On the transfer, surrender or release thereof recorded in said books, a new Certificate shall be issued to the designated transferee. In case said transfer is only a part of the total unit sale by Certificate holder, a new Certificate for the residue shall be issued to the transferrer. Each subsequent Certificate in any denomination shall be issued and assigned

94072613

by the Trustee(s) and delivered to each future Certificate holder as evidence of ownership of the appropriate number of Certificate units.

34. Nothing herein contained shall be construed to authorize the Trust Organization to issue Certificates in excess of the number herein provided, nor for a nominal value at variance with the provisions hereof.

Duration, Termination and Continuation

35. This Trust Organization shall continue for a period of twenty-five (25) years from date, unless the Trustee(s) shall unanimously determine upon an earlier date. The Trustee(s) may, at their discretion, because of threatened depreciation in values, or other good and sufficient reasons, liquidate the assets, distribute and close the Trust Organization at any earlier date determined by them. The Trust shall be proportionately distributed to the Certificate holders.

36. At any time before any expiration of this Trust Organization the then Trustees, if they so desire and believe that said Trust Organization should not be terminated, and upon unanimous decision, may renew this Trust Organization Agreement for a like or shorter period. A resolution of said renewal shall be entered upon the minutes.

37. This Pure Trust Organization is a privileged contractual communication protected by the United States Constitution.

Character of Trust Organization

38. The purpose of this instrument is to convey property to Trustee(s) in trust to constitute a Pure Trust Organization for the benefit of the Certificate holders held in fee simple by the Trust for the duration hereof, and to provide for a safe, logical and economical administration by natural and/or artificial persons or entities acting in a fiduciary capacity, to begin at once.

39. This Indenture of Trust is also protected under the Fourth Amendment of the United States Constitution, guaranteeing the Right to Privacy of Records. This document shall never be interpreted or construed to mean that the Indenture and its supporting documents create, or in any way constitute, a statutory or grantor trust, corporation, partnership, association, or Massachusetts trust-association type; for this contract is meant to form only a pure trust organization. All interpretations shall be under the common law for these united States of America, and all parties, Trustees, Certificate Holders, and other persons having dealings hereunder, including arbitration tribunals and courts, are referred to legal citations and various court rulings pertaining to pure trust organizations of this type, and to rights to freedom of contract.

40. Nothing herein contained shall be construed as an intent to evade or to contravene any applicable Federal, State or local law, nor to delegate to Trustee(s) any special power belonging exclusively to Franchise or Incorporation.

41. In the event of a subpoena or summons, the Trustee(s) will agree to disclose information about Trust business only upon a unanimous vote of the entire Board of Trustees.

42. There is no ground for grouping the Trustee(s) and Trust Certificate holders together in order to turn them into an association, as this is not the intent of the Indenture herein.

94072613

Terminology

43. The trust terminology in this Indenture and supporting documents, is used solely for clarification and common usage for Pure Trust Organizations under the Common Law; it is not to be interpreted that this Indenture and/or supporting documents are in any way a trust as established by any statute, but a contract and declaration of Pure Trust Organization and all interpretations thereof shall be established under the Common Law for these united States.

44. If any provision of this Contract and Declaration of Trust 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 Pure Trust Organization shall nevertheless continue.

IN WITNESS WHEREOF, the Creator and Exchangor have hereunto set their hands and seals in token and recognition of this indenture, and of the conveyance, delivery and acceptance of property, assets and other things, and of the obligations, powers and duties herein assigned to the Trustee(s) for said Pure Trust Organization and each agrees to all the stipulations and covenants herein stated.

ACKNOWLEDGEMENT OF TRUST

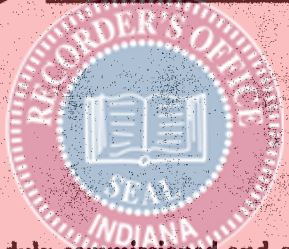
IN WITNESS WHEREOF, the Exchangor hereof, for himself, his heirs, successors and assigns has hereon set his hand and seal in token of conveyance and delivery of certain real and/or personal property to be held in Trust according to the terms and conditions set forth in this Indenture.

The Creator and Exchangor have hereunto set their hands and seals in token and recognition of this Indenture, and of the conveyance, delivery and obligations, powers and duties herein assigned to the trustees of said Pure Trust Organization and each agrees to all stipulations and covenants herein stated.

[Signature]
CREATOR

[Signature]
EXCHANGOR

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)



BEFORE ME, the undersigned authority, duly commissioned and qualified, on this day personally appeared M. J. HERMAN, JR., and MICHAEL CELENZE, known to me to be the persons described in and who executed the above; and each being by me first duly sworn, did acknowledge to me that they each executed the said Instrument as their free act and deed, for the uses, purposes, consideration, and in the capacities therein stated.

SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me on this the 21st day of July, 1994.

[Signature]
Notary Public



94072613

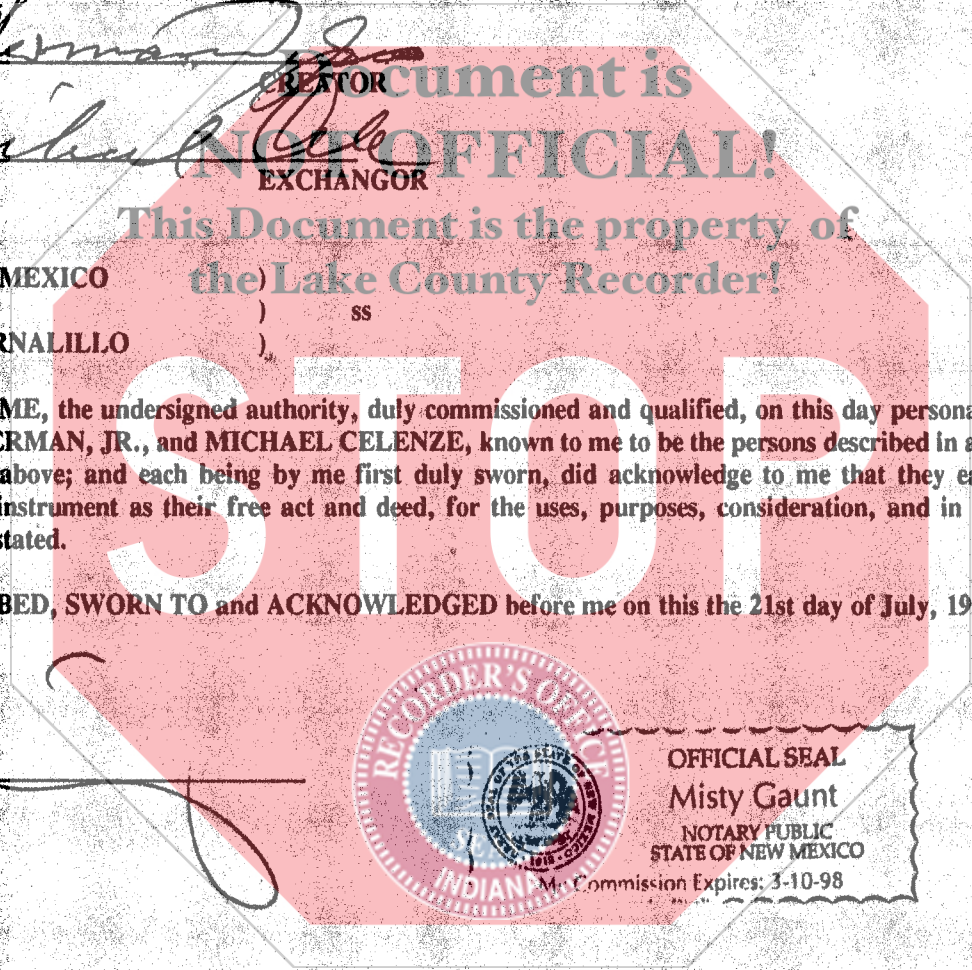
ACKNOWLEDGEMENT OF EXCHANGE

The Creator of CONVENTIONAL INVESTMENTS and Exchangor, have completed the trade of Ten Dollars (\$10.00) and all One Hundred (100) Trust Units, authorized in the Trust Organization Indenture, for that certain real and/or personal property of said Exchangor set forth in Schedules "A" and "B" to the Indenture. Said 100 Units are represented by one (1) Certificate for One Hundred (100) Units, issued by the Creator and delivered to JOHN MICHAEL CRIM, First Trustee and J. J. BARAJAS, Second Trustee. This exchange does not constitute a sale or gift, and confirms the Creation of this Trust Organization.

M. J. Herman, Jr.

CREATOR
Michael Celenze

EXCHANGOR



STATE OF NEW MEXICO

COUNTY OF BERNALILLO

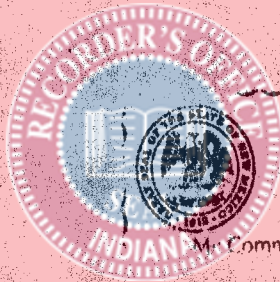
)
SS
)

BEFORE ME, the undersigned authority, duly commissioned and qualified, on this day personally appeared M. J. HERMAN, JR., and MICHAEL CELENZE, known to me to be the persons described in and who executed the above; and each being by me first duly sworn, did acknowledge to me that they each executed the said instrument as their free act and deed, for the uses, purposes, consideration, and in the capacities therein stated.

SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me on this the 21st day of July, 1994.

Misty Gaunt

Notary Public



OFFICIAL SEAL
Misty Gaunt
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 3-10-98

940772613

ACKNOWLEDGEMENT OF APPOINTMENTS

In fulfillment of all required duties set forth in the Indenture, and seeking a full release and exoneration thereof, BE IT KNOWN that the Creator of this Trust Organization does hereby freely designate and appoint JOHN MICHAEL CRIM of Bernalillo County, New Mexico, as and to be the First Trustee of CONVENTIONAL INVESTMENTS, and J. J. BARAJAS, of Bernalillo County, New Mexico, to be the Second Trustee of CONVENTIONAL INVESTMENTS, while under absolutely no obligation to, and without compulsion by, said designee.

Additionally, for and in consideration of the premises, the Creator does hereby ASSIGN, CONVEY and DELIVER, without warranty, unto the Board of Trustees of CONVENTIONAL INVESTMENTS, all the concerned real and/or personal properties of the Exchangor, as described in the Schedules to the Indenture.

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 properties and assets, also of an original, fully acknowledged copy of the Contract and Declaration of Trust creating CONVENTIONAL INVESTMENTS, and agree to be bound thereby.

M. J. Herman, Jr.
 CREATOR

John Michael Crim
 FIRST TRUSTEE

J. J. Barajas
 SECOND TRUSTEE

STATE OF NEW MEXICO)
) ss
 COUNTY OF BERNALILLO)

BEFORE ME, the undersigned authority, duly commissioned and qualified, on this day personally appeared M. J. HERMAN, JR., JOHN MICHAEL CRIM, and J. J. BARAJAS, known to me to be the persons described in and who executed the above; and each being by me first duly sworn, did acknowledge to me that they each executed the said instrument as their free act and deed, for the uses, purposes, consideration, and in the capacities therein stated.

SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me on this the 21st day of July, 1994.

Misty Gaunt
 Notary Public



94072613

ACKNOWLEDGEMENT OF SUCCESSOR TRUSTEE

All the present Trustees, pursuant to the authority vested in them, hereby designate **VICTOR PEERY** of Bernalillo County, New Mexico, as Successor Trustee, to serve as Successor Trustee hereof upon the death, resignation, incapacity, removal or disqualification of any of the Trustees at any time. This designation may be changed by the Board of Trustees at any time prior to actual acceptance and service of a person as a Successor Trustee, but not thereafter.

John Michael Crim

FIRST TRUSTEE

J. J. Barajas

SECOND TRUSTEE

Victor Peery

SUCCESSOR TRUSTEE

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

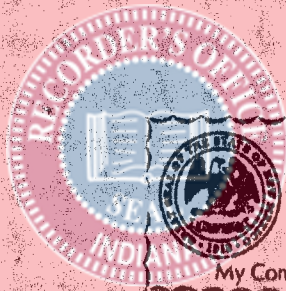
Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

BEFORE ME, the undersigned authority, duly commissioned and qualified, on this day personally appeared **JOHN MICHAEL CRIM, J. J. BARAJAS, and VICTOR PEERY**, known to me to be the persons described in and who executed the above; and each being by me first duly sworn, did acknowledge to me that they each executed the said instrument as their free act and deed, for the uses, purposes, consideration, and in the capacities therein stated.

SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me on this the 21st day of July, 1994.

Misty Gaunt

Notary Public



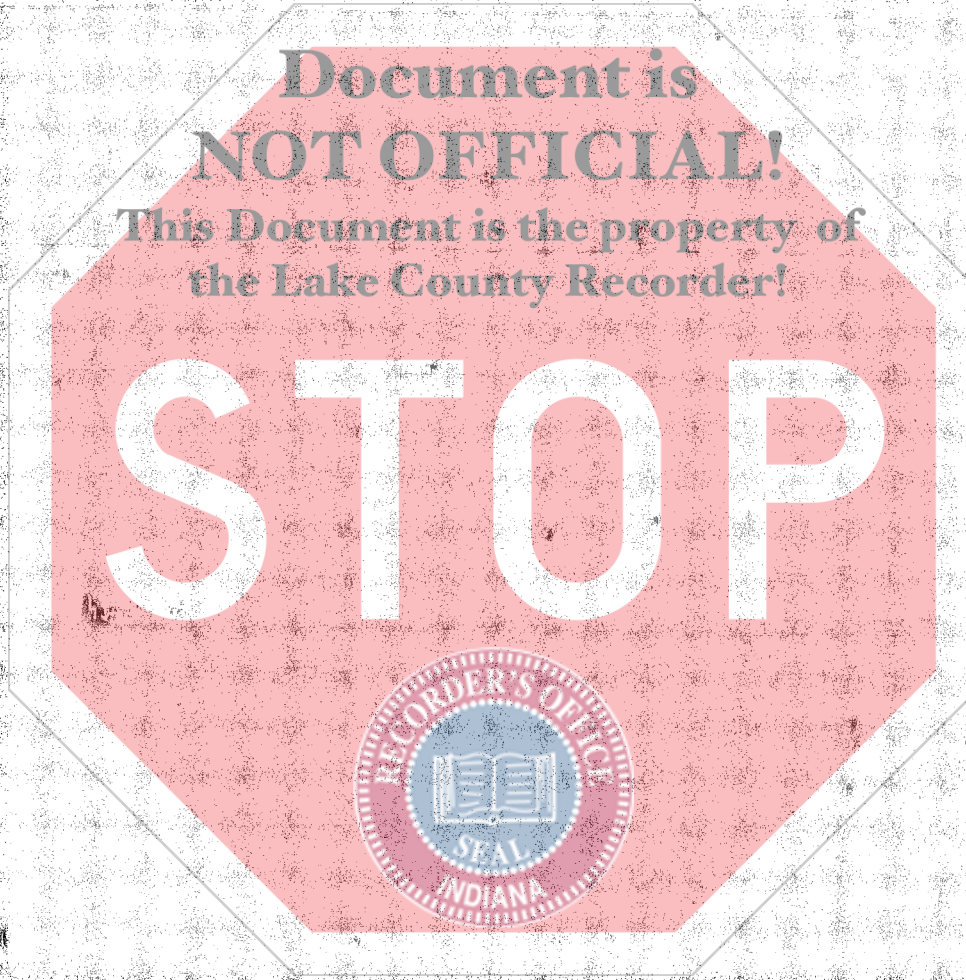
OFFICIAL SEAL
Misty Gaunt
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 3-10-98

940772613

SCHEDULE "A"

No real property at present; however, all real property to be obtained in the future will be voted upon by the Board of Trustees for acceptance into the Trust.

.....



940772613

SCHEDULE "B"

PERSONAL PROPERTY

- 1 4-Drawer Letter Size Oak Wood Filing Cabinet**
- 1 Oak Wood Telephone Stand**

