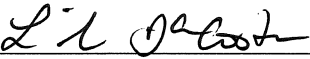


AND LET THE DEFENDANT within [14 days] after service of this summons on him counting the day of service, return the accompanying Acknowledgment of Service to the Courts office.

Dated the 27 day of May, 2003.



MYERS & ALBERGA
Attorneys-at-law for the Plaintiffs

NOTES:-

- (1) This Summons may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the above date unless renewed by order of the Court.
- (2) If a defendant does not attend personally or by his attorney at the time and place abovementioned such order will be made as the Court may think just and expedient.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

THIS DECLARATION OF TRUST is made the 21st day of April, 2003, BY THE ORIGINAL TRUSTEES

BACKGROUND:

- (A) Alexis Lori-Ann Myrie, an infant, has become entitled to the Scheduled Property.
- (B) The Court wishes to appoint three (3) Trustees to manage the Scheduled Property while Alexis Lori-Ann Myrie is an infant.
- (C) The Scheduled Property has been or will be transferred to the Original Trustees so that they hold it on the trusts declared by this Deed.

1. In this Deed except where the context otherwise requires:-

- (1) "Beneficiary" means the Primary Beneficiary or any other person who becomes a beneficiary of the Trust Fund under this Deed.
- (2) "The Original Trustees" means Georgette Hereleen Myrie, Edward Ithamar Myrie of P. O. Box 1236, George Town, Grand Cayman, Cayman Islands and Shannell Carol-Ann Thomas of 2650 Durant Avenue, Putnam #9, Berkeley, California, 94720, United States of America.
- (3) "Person" includes any person or corporation anywhere in the world and includes the Trustees.
- (4) "The Primary Beneficiary" means Alexis Lori-Ann Myrie.
- (5) "The Scheduled Property" means the property specified in the Schedule.
- (6) "The Trustees" means the Original Trustees or any other Trustees of this Trust from time to time.
- (7) "The Trust Fund" means:-
 - (a) the Scheduled Property;
 - (b) all property from time to time representing it; and
 - (c) any other property added to it from time to time.
- (8) "The Trust Period" means the period ending on 17th October, 2014.
- (1) Words of one gender include any other gender.

- (2) Singular words include the plural and vice versa.
- (3) An obligation imposed is to be performed, and a power or discretion conferred is exercisable, in each case from time to time.
2. (1) The Trustees must hold the Trust Fund on the trusts set out in this clause.
- (2) So long as the Primary Beneficiary is living during the Trust Period:-
 - (a) The Trustees may apply the whole or any part of the Trust Fund to pay for the maintenance (and in particular for medical expenses), education and benefit of the Primary Beneficiary.
 - (b) Subject to sub-clause 2(2)(a), the Trustees must accumulate the income during the Trust Period. That income must be added to the Trust Fund.
- (3) The Trustees must pay the entire Trust Fund to the Primary Beneficiary at the end of the Trust Period.
- (4) If the Primary Beneficiary dies during the Trust Period, the Trustees must pay the entire Trust Fund to her estate, namely, the Estate of Alexis Lori-Ann Myrie.
- (5) Subject to clause 2(4), the Trustees must pay the entire Trust Fund to the charity of their choice in the Cayman Islands or the United States of America.
3. In addition to the powers vested in the Trustees by law or statute, the Trustees without the consent of any Beneficiary have and may exercise the following powers:-
 - (1) To invest any money forming part of the Trust Fund in Certificates of Deposit in any A Class Bank in the Cayman Islands in the names of the Trustees jointly.
 - (2) To accept any additional property which any person donates to the Trust either personally or by Will.
4. When income or capital becomes distributable to a Beneficiary then the Trustees may pay out that distribution in any one or more of the following ways as they think best:-
 - (1) to the parent or legally appointed guardian or committee of the Beneficiary;
 - (2) to a relative or friend of the Beneficiary for his care, support or education; or
 - (3) by the Trustees applying the distribution directly for the benefit of the Beneficiary;and as regards (1) and (2), without having to see to the application of them; and the receipt of any such person will constitute a full and final release and discharge of the Trustees.
5. The Trustees must keep accurate accounts of this Trust and may have them prepared annually at the expense of the Trust Fund by an accountant or firm of accountants which the Trustees select.
6. The powers of the Trustees are exercisable at their absolute discretion at any time or times.

7. Income and expenditure must be treated as arising when payable, and not from day to day, so that no apportionment takes place.
8.
 - (1) A Trustee is not liable for a loss to the Trust Fund unless that loss was caused by his own fraud or negligence.
 - (2) A Trustee is not liable for acting in accordance with the advice of an attorney-at-law of at least five (5) years standing with respect to this Trust unless when he does so:-
 - (a) he knows or has reasonable cause to suspect that the advice was given in ignorance of material facts; or
 - (b) proceedings are pending to obtain the decision of the court on the matter.
9. The Original Trustees must not charge any fees to administer this Trust. If professional Trustees are appointed, those Trustees may charge their customary charges to administer the Trust. Those charges must in the first place be borne out of the income of the Trust, but if the income is insufficient for that purpose, then those charges must be borne by the capital or so much of the capital as is required for that purpose.
10. The Trustees need not give bond or security for the administration of the Trust Fund or for discharging their duties as trustees.
11. The power of appointing new Trustees of this Trust is vested in the Trustees or the personal representatives or liquidator, as the case may be, of the last surviving Trustee, and that power will extend to the appointment of new Trustees in the place of any Trustee resigning his office and also to the appointment of any additional Trustees. The number of Trustees must not be less than two (2) individuals, but a company licensed to carry out that business under The Banks & Trust Companies Law may be a sole Trustee.
12. Any Trustee may resign as trustee on giving not less than fourteen (14) days' notice addressed to the other Trustee or if there is no other Trustee, on appointing new Trustees or a new corporate Trustee in the place of the retiring Trustee. The notice of resignation will be taken to operate so as to vest all of the property forming the Trust Fund in the continuing Trustee or Trustees.
13. The office of a Trustee will *ipso facto* end if that Trustee being an individual, is found to be of unsound mind or if he becomes subject to any bankruptcy laws or, if that Trustee, being a company, enters into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation for the purposes of amalgamation or reconstruction).
14. The Trustees must endorse on or attach to this Deed notices of all changes in trustees signed by the surviving or continuing Trustee, if any. Every such notice will be sufficient evidence to any person having dealings with this Trust as to the facts to which it relates.
15. Any person dealing with this Trust may rely on a copy of this Deed and of the notices endorsed on it or attached to it, certified by the Trustees or the Trustees' lawyers before a Notary Public, to the same extent that they may rely on the original.

SIGNED as a DEED and DELIVERED)
by SHANNELL CAROL-ANN THOMAS)
in the presence of:-)
)
)
)
)
)

Jonathan Moellering
NOTARY PUBLIC

[Signature]
ORIGINAL TRUSTEE

All-Purpose Acknowledgement

State of California
County of Alameda

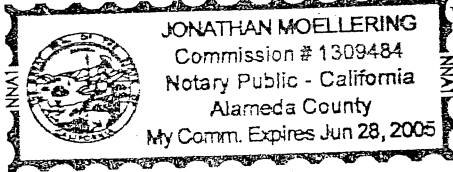
On 4/21/03 before me, Jonathan Moellering, a Notary Public in and for
(date)

the State of California, personally appeared

Shannell C Thomas
(name of person or persons)

personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~is~~-subscribed to the within instrument and acknowledged to me that she executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Jonathan Moellering
Notary's Signature

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF ORIGINATING SUMMONS

The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
4. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Originating Summons)".
5. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
6. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
7. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take

no further step in the proceedings without an Attorney acting on its behalf.

8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2003

In the matter of Alexis Lori-Ann Myrie (an Infant) born on 17th October 1996

BETWEEN: GEORGETTE HERELEEN MYRIE FIRST PLAINTIFF

AND: EDWARD ITHAMAR MYRIE SECOND PLAINTIFF
(as personal representatives of Edward Jerome Myrie, the deceased)

AND: SHANNELL CAROL-ANN THOMAS DEFENDANT

**ACKNOWLEDGMENT OF SERVICE
OF ORIGINATING SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY. Important. Read the accompanying directions and notes for guidance carefully before completing this form.

If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

1. State the full name of the Defendant by whom or on whose behalf the service of the Originating Summons is being acknowledged. SHANNELL CAROL-ANN THOMAS
2. State whether the Defendant intends to contest or otherwise participate in the proceedings (tick appropriate box)

yes no

Service of the Originating Summons is acknowledged accordingly.

(Signed).....
Defendant in person

Address for service:

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

MYERS & ALBERGA One Regis Place P. O. Box 472 George Town Grand Cayman, B.W.I.
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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