

Package No.	PG987654321CA
Trust Name (Legal)	FITZ, Chad Henry
Trust Name (Operating):	Fitz Estate Trust
Trust BN:	99999 9999
u/a Name (Legal):	CHAD HENRY FITZ
u/a Name (Operating):	Fitz & Associates
u/a BN:	77777 7777
u/a Address	1234 Your Street
City	Calgary
County	Rocky View
Prov/State	Alberta
Name of Man/Woman	Chad Fitz
First Name of Man/Woman	Chad
Last Name of Man/Woman	Fitz
S/TIN	999999999
Day	19th
Month	December
TRUST: Product/Service 1	Safe Harbour Provisions
TRUST: Product/Service 2	Charitable Services
TRUST: Product/Service 3	Spiritual Services
U/A: Product/Service 1	Administration
U/A: Product/Service 2	Bailor/Bailee Services
U/A: Product/Service 3	Charitable Services

TRUST INDENTURE

Fitz Estate Trust

Business Number: 99999 9999

C/O Office of the Administrator
1234 Your Street
Rocky View County, Alberta

General information:

Legal Name:

FITZ, Chad Henry

Operating Name:

Fitz Estate Trust

Ownership type: Trust

Beneficial Owner:

First name: Chad

Last name: Fitz

Operation type: Trust

Business Activity:

Benevolent Services

Products, and services provided:

Safe Harbour Provisions

Charitable Services

Spiritual Services

IT IS IMPORTANT FOR THE TRUSTEES TO CALL YOUR ATTORNEY IMMEDIATELY
UPON THE DEATH OF A SETTLOR – FAILURE TO DO SO COULD RESULT IN THE LOSS
OF IMPORTANT OPTIONS AND COULD CAUSE ADVERSE TAX CONSEQUENCES

TRUSTEE

Business Number: 77777 7777

Acting Trustee & registering agent(s):

Legal name:

CHAD HENRY FITZ

Operating name:

Fitz & Associates

Ownership type: Other

Beneficial Owner:

First name: Chad

Last name: Fitz

Operation Type: Association

Business activity:

Benevolent Services

Products, gifts and services provided:

Administration
Bailor/Bailee Services
Charitable Services

; and herein, and hereafter, this declaration of trust is conveyed by the Settlor, one lawful currency appended here as one-Canadian Five Dollars Silver coin and/or; 1, one dollar postal stamp for lawful consideration for transfer of personal and/or real property to the trustees.

For the Beneficiary:
Chad Fitz

PLACE THE ORIGINAL DOCUMENT IN A SAFE DEPOSIT BOX

TRUST INDENTURE

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Fitz Estate Trust

- TRUST INDENTURE -

ARTICLE ONE: (1)

“Definitions”

Definition of 'Express Trust'

1.0 An Express trust is *an agreement* in the bond contract made between a bond issuer and a trustee that represents the bondholder's interests by highlighting the rules and responsibilities that each party must adhere to. An Express is a trust created "in express terms, and usually in writing, as distinguished from one inferred by the law from the conduct or dealings of the parties."

Property is transferred by a person (called a trustor, settlor, or grantor) to a transferee (called the trustee), who holds the property for the benefit of one or more persons, called beneficiaries. The trustee may distribute the property, or the in-come from that property, to the beneficiaries. Express trusts are frequently used in common law jurisdictions and are considered common law trusts. An express trust is simply a trust that is created on purpose, and not imposed by a court nor is subject to the jurisdiction of the courts being *constructive trust* which arises by the process of law.

1.01 [A]llodial – personal property or real property such as lands held in absolute ownership, free from such obligations as rent or services due to an overlord.

1.02 Autograph – the written name or style by one's own hand generally printed name and not scribed, with the title of the man's printed name suffixed to it.

1.03 Beneficial owner – Beneficial owner is a legal term where specific property rights in equity belong to a person even though legal title of the property belongs to another person. Black's Law Dictionary. This often relates where the legal title owner has implied trustee duties to the beneficial owner. Under United States copyright law, an author may transfer some rights to the copyright owner while retaining a future "reversionary interest," such as that of copyright renewal. For example, "[t]he legal or beneficial owner of an exclusive right under a copyright ... to institute an action for any infringement of that particular right committed while he or she is the owner of it." 17 U.C.C. § 501 A common example of a beneficial owner is the real owner of funds held by a nominee bank or for stocks held in the name of a brokerage firm.

1.04 Ceremony – a formal event performed on a special occasion and/or any activity that is performed in an especially solemn elaborate or formal way to create a particular outcome or significance.

1.05 Codicil – a supplement to a will; a testamentary instrument intended to alter an already executed will.

1.06 Equity – the ownership interest of shareholders in a corporation.

1.07 Grantee – the person who acquires both equitable and legal title to property.

1.08 Income – the flow of taxable cash or cash-equivalents received from work (wage or salary), capital (interest or profit), or land (rent).

1.09 Managing Director and or Administrator/Associations – persons with the abilities,

education, experience, insights, intuition, knowing, knowledge, qualifications, skills, technology, tools and understanding to manage a business, company, charity, or other type of organization and team of employees and perform the role, responsibility, job description and job person specification of a Managing Director and or Administrator/Association of a business, charity, company or organization.

- 1.10 Professional Practice – The use of one's knowledge in a particular profession.
- 1.11 settlor – in their private capacity (beneficial owner).
- 1.12 Settlor – in their merged capacity (private/Public - Beneficial owner).
- 1.13 Signature – A distinctive mark, characteristic, generally scribed and not printed, or sound indicating identity.
- 1.14 Sovereign – greatest in status or authority or power.
- 1.15 Special – Surpassing what is common, general, public or usual; exceptional:
- 1.16 Trustee – a person to whom the legal title to property is entrusted to hold or use for another's benefit and or a person appointed to administer the affairs of a company, institution, etc.
- 1.17 Title – A prefix (honorific) or suffix (post-nominal) added to a person's name or style to signify either veneration, official position or a professional or academic qualification, (such as *james – grantee*).
- 1.18 trusts – multiple legal or lawful relationships where property is so held in favor of another.
- 1.19 Trust – **a.** A legal relationship in which one party holds a title to property while another party has the entitlement to the beneficial use of that property. **b.** The confidence reposed in a trustee when giving the trustee legal title to property to administer for another, together with the trustee's obligation regarding that property and the beneficial owner.

(END-OF-PAGE)

ARTICLE TWO: (2)

For the Administration of All Real and Personal Property, in trust.

“Preamble”

2.0 The Trust is herein created by the settlor(s) by “Settlor(s)”, and the property is exchanged to and accepted by “Trustee(s)” on behalf of the Beneficial Owner(s); settlor(s). This trust (hereinafter called “Trust”) establishes a declaration, Proclamation, a Notice by Affidavit, and is affirmed in the form of this Express Trust Organization. This Expression is created on, and for the record by this Declaration of Trust and is authorized by any and all parties, and additional property is acknowledged and exchanged into the Trust hereafter. The property will be immediately returned to settlor(s) to administrate as he or they see fit, and it is further understood that this Trust shall function through the Settlor(s), acting as the Managing Director and or Administrator(s), holding full title, for the benefit of the same for this express Trust.

“Name of Trust”

2.01 The name of this express trust shall be **Fitz Estate Trust** (hereinafter called “Trust”) hereinafter referred to as the “Trust” under this Trust Indenture. This “Trust” may incorporate the Public Nominee of **Fitz & Associates, CHAD HENRY FITZ**, and all derivatives, hereinafter referred to as “Trust” in this Trust Indenture and may be used interchangeably throughout its existence.

“Nature of this Private Trust”

2.02 The nature of the Trust shall be construed by the formation of the Trust as a ceremony revealing its nature and jurisdiction from the private. This ceremony shall be the usage of prepaid postage parcels and the use of process servers as a means of qualifying the witness certificate for the transfer, of property, collateral, securities, money of accounts, etc. The formation of the trust revealing its nature, is made seen by the witness, and process server.

2.03 Upon the readiness of the conveyance of this trust-instrument, a Process-Server shall be contracted to witness the contract details, the formation of the trust (*with the pre-paid envelopes*), the trust instruments, and any and all relevant settlor documents, and business documents. The Process-Server shall seal the envelop and convey the document with the postal-registration tracking ticket, along with all its particulars, at the post-office. The usage of the post-office shall act as a secondary witness to the Process-Server sworn affidavit and allow the contract to traverse jurisdictions from private to public with a tracking code that is logged by the postal-registration-system.

Upon the completion of the delivery schedule by the post-office, the trustees of the recipient or distributor “the *Send to:*” (**Fitz & Associates**), shall accept the documents, conveyed by the Process-Server, and accept the package with the required signature as the “grantee”. i.e: “**Chad** – grantee”, or whom ever the designated trustee, or co-trustee is designated for the acceptance of the contract. Thereafter the ceremony shall be complete. This ceremony shall be known as the

“conveying a trust with a public witness”.

2.04 This ceremony is the copyright intellectual property for establishing a formal bridge between private and public jurisdictions by way of the post-office and the significance of legal consideration vs. lawful consideration. This intent and purpose of this trust-instrument is to create an express trust with the grasp of lawful consideration from start to finish for the purpose of establishing equitable grounds and laws to support the protection of the trust assets. Let this trust-instrument and its formation not be interpreted as a statutory trust, nor allow its original to be publicly traded. This model of an express trust is herein designed with its own *fidelity*-ceremony.

(END-OF-PAGE)

ARTICLE THREE: (3)

“Intention

3.00 The Settlor shall construct the Trust with acknowledgment and or evidence of all bills of laden, receipts, invoices that show, demonstrate that lawful consideration was the moving force behind the construction of the Trust itself, and that any and all disputes or suggestions of argumentation surrounding lack thereof of payment, or advancing property with trade, exchange or barter, shall be eliminated from this conveyed property where the beneficial owner shall indefeasibly maintain the right and title by his evidence of all equitable payments for his settlement and grants.

(END-OF-PAGE)

ARTICLE FOUR: (4)

“Rights”

4.0 The Settlor is a woman, being part and parcel of an estate listed for recording in the Rocky View County, the “Trust” shall be domiciled in the jurisdiction of the county and shall be interpreted and construed under the maxims of law, the rules of equity, trust jurisprudence and the laws of facts, eliminating all doubts.

“Settlor” hereby invokes any protection benefits and rights in any and all international agreements or treaties for, to, concerning grantees, private-administrators, et. Al, applicable and hereby reserves:

1. All rights to obtain, use, request, or refuse or authorize the administration of, any property held by the Agents of the Crown, Social Insurance/Security Number (638XXX316), Driver’s License (AB 1XXXX-2X6), Passport(s) (No: 333333), Bid Bond, Performance Bond and or Material and Labour Bond, Indemnity Bonds, Power-of-Attorney and or, interest in any other matter attached herein, relating to the nominee(s); CHAD HENRY FITZ, and all its derivatives, and Fitz & Associates.
2. All rights to obtain ownership or all claims of ownership or organized certificates of title to the corporeal and incorporeal hereditaments, hereditary succession, and all innate aspects of being not limited to any postal money orders utilized for the purpose of conveyance title, now or in the future, and or any lawful currency attached hereto this instrument;
3. All rights to obtain ownership or all claims of ownership or organized certificates of title to the corporeal and incorporeal hereditaments, hereditary succession, and all innate aspects of being not limited to all registered personal property as holding companies for titles, herein attached to this instrument;
4. All rights to obtain ownership or all claims of ownership or organized certificates of title to the corporeal and incorporeal hereditaments, hereditary succession, and all innate aspects of being not limited to all founding documents, incorporations, un-incorporations, societies, not for profits and charities that are the direct interest of the beneficial owner of this instrument.
5. All rights to obtain ownership or all claims of ownership or organized certificates of title to the corporeal and incorporeal hereditaments, hereditary succession, and all innate aspects of being not limited to all interest in all public nominees and trust property.

(END-OF-PAGE)

ARTICLE FIVE (5):

“Purpose of the Trust”

5.0 The “Settlor” desire to create this Trust to use as a conduit to express in the private and or to the public, for whatever reason deemed necessary, his understood status, birthright(s), rights, immunities, announcements, credentials, religion, and the like, et. Al, applicable, on and for the record for the benefit of the same and to hold title to the “Trust Property” and to manage, protect, present record, file, amend, and conserve it until the death of the settlor.

(END-OF-PAGE)

ARTICLE SIX (6):

“Trust Property”

6.0 “Settlor” hereby offer to convey, via this express Trust, on and for the record, certain properties of de jure expressive proof, credentials, certification, authentication, documentation, affidavits, announcements, declarations, proclamations, the nature, reports, fillings, correspondences, information, identifying marks, images, licenses or travel documents, materials, permits, registrations and records or record numbers held by any entity public or private, for any purpose, however acquired, as well as the analyses and uses therefor, and any use of any information, and images contained therein, regardless of the creator, method, location, process, procedure or storage form, including all processed algorithms analyzing, classifying, comparing, compressing, displaying, identifying, storing, transmitting, etc. . . ., which are presently known by and or presented to “Settlor” and “Trustee(s)” within each exchange, and which may be further identified and described in a financial statement and or appropriate minutes thereafter, and may be incorporated herein by reference and or attachment immediately upon its execution.

6.01 Trust property is private in all counties, provinces, states, territories of Canada, and other jurisdictional areas notwithstanding any other country continents, lands or territory on the planet earth (or by all the proper traditional names of the planet we call our home and land; secured by allodial title records.

(END-OF-PAGE)

ARTICLE SEVEN (7):

“Dispositive Provisions”

7.0 Whereas, dispositive refers to something that settles a conflict or resolves a situation once and for all, the “Settlor” may freely act under all or any powers by this Agreement given to him in all matters concerning the trusts after forming their judgment based upon all circumstances of any particular situation according to administration of justice and or law, and to determine the best course to pursue in the interest of the “Trust” and the “Beneficial Owner”; without the necessity of obtaining the consent or permission of any interested party, person or consent or approval of any court.

The “Managing Director and or Administrator/Association” shall have the power to determine the allocation of the receipts between the corpus and Income.

7.1 Unless stated otherwise, the beneficial owner of the trust shall be the settlor.

(END-OF-PAGE)

ARTICLE EIGHT (8):

“Trustees Administrative Powers”

8.0 To carry out the purposes of any trust created under this instrument and subject to any additions or limitations stated elsewhere in this trust agreement, the Trustee is vested with the following powers with respect to the trust estate, and any part of it, in addition to those powers now or hereafter conferred by law. The enumeration of certain powers of the Trustee shall not limit its general powers, and the Trustee, subject always to the discharge of its fiduciary obligations, is vested with and shall have all the rights, powers and privileges which an absolute owner of the same property would have.

8.01 Power to Retain Property: The Trustee shall have the power to continue to hold any property, including shares of the Trustee’s own stock, that the Trustee receives or acquires under the trust as long as the Trustee deems advisable; provided, however, that unproductive or under-productive property shall not be held as an asset of Trust A for more than a reasonable time during the lifetime of the surviving settlor without his or her consent.

8.02 Power to Operate Business: The Trustee shall have the power to continue or participate in any business or other enterprise at the risk of the trust estate and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.

8.03 Power of Sale, Exchange, Repair, Etc.: The Trustee shall have the power to manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, subdivide, improve and repair trust property; and to create restrictions, easements and other servitudes, with or without considerations.

8.04 Power to Lease: The Trustee shall have the power to lease trust property for terms within or beyond the terms of the trust and for any purpose, including exploration for and removal of gas, oil, gold, silver, and other minerals, development of agricultural farming projects for sustainable economic development as defined under the constitution of the Fitz & Associates (unincorporated); to enter into community leases programs, pooling and unitization agreements.

8.05 Power to Borrow: The Trustee shall have the power to borrow money for any trust purpose upon such terms and conditions as the Trustee may deem proper and to encumber the trust estate or any trust property by mortgage, deed of trust, pledge, or otherwise, using such procedure to consummate the transaction as the Trustee may deem advisable; and, with respect to any trust to guarantee loans made by third parties to beneficiaries; to guarantee loans made by third parties to persons and/organizations other than beneficiaries in connection with business transactions entered into by the Trustee on behalf of the trust; and to pledge any trust asset to secure any such guarantee.

8.06 Power to Guarantee Loans: With respect to any trust, the Trustee shall have the power to guarantee loans made by third parties to beneficiaries; to guarantee loans made or leases entered

into by third parties to or with a corporation of which Settlers, or any of them, being principal shareholder and whose stock is an asset of the trust; to guarantee loans made by third parties to persons and/or organizations other than beneficiaries in connection with business transactions entered into by the Trustee on behalf of the trust; and to pledge any trust asset to secure any such guarantee.

8.07 Power to Insure: The Trustee shall have the power to carry, at the expense of the trust, insurance of such kinds and in such amounts as the Trustee deems advisable to protect the trust estate and the Trustee against any hazard.

8.08 Power to Commence or Defend Litigation: The Trustee shall have the power to commence or defend such litigation with respect to the trust or any property of the trust estate as the Trustee may deem advisable, at the expense of the trust. The Trustee's powers under this paragraph shall apply during the term of the trust and after distribution of trust property. However, the Trustee shall have no obligations or duties with respect to any litigation or claims occurring after distribution of trust property unless the Trustee is adequately indemnified by the Settlor for any loss in connection with such matters.

8.09 Power to Compromise Claims: The Trustee shall have the power to compromise or otherwise adjust any claims or litigation against or in favour of the trust.

8.10 Investment Powers: The Trustee shall have the power to invest and reinvest the trust estate in every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by way of limitation, commodity futures and options on commodity futures, corporate obligations of every kind, stocks, preferred or common, shares of investment trusts, investment companies and mutual funds, and mortgage participations, which men of prudence, discretion and intelligence acquire for their own account, and any common trust fund administered by the Trustee.

8.11 Power to Manage Securities: With respect to securities held in the trust, the Trustee shall have all the rights, powers, and privileges of an owner, including, but not by way of limitation, the power to vote, give proxies and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, liquidations, sales and leases, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights; provided, however, that a corporate Trustee may vote its own shares in the election of directors only in the manner determined and directed by Settlers, during their lifetimes, or, after their deaths, by the beneficial owner(s) or a majority of the beneficiaries of the trust hereunder containing such shares.

8.12 Brokerage Accounts: The Trustee is authorized to buy, sell and trade insecurities of any nature (including "short" sales) and including puts, calls, straddles and other options, covered and uncovered, of every kind and nature, on margin and for such purpose may maintain and operate margin accounts with brokers and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustee.

8.13 Power to Hold Property in Nominee: The Trustee shall have the power to hold securities or other property in the Trustee's own name or in the name of its nominee with or without

disclosing any fiduciary relationship or the Trustee may hold securities unregistered in such condition that ownership will pass, by delivery.

8.14 Power to Advance Funds: The Trustee shall have the power to loan or advance the Trustee's funds to the trust for any trust purpose, such advances with interest at then current rates to constitute a first lien upon the entire trust estate and to be repaid out of principal or in-come.

8.15 Power to Budget: The Trustee shall have the power to budget the estimated annual in-come and expenses of the trusts in such manner as to equalize, as far as practicable, periodic in-come payments to beneficiaries.

8.16 Determination of Principal and In-come: Except as otherwise specifically provided in this instrument, the determination of all matters with respect to what is principal and in-come of the trust estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the Trustee Act of Alberta from time to time existing. Any such matter not provided for any in this trust agreement or in the Principal and In-come Law shall be determined by the Trustee(s), in its reasonable discretion.

8.17 Division and Distribution in Kind: The Trustee shall have the power to partition, allot and distribute the trust estate, on any division or partial or final distribution of the trust estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property as the Trustee may deem necessary to make division or distribution. In making any division or partial or final distribution of the trust estate, the Trustee shall be under no obligation to make a pro rata division, or to distribute the same assets to beneficiaries similarly situated; but rather, the Trustee may, in the Trustee's absolute discretion, make a non-pro rata division between trusts or shares and non-pro rata distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market value. The in-come tax basis of assets allocated or distributed non-pro rata need not be equivalent and may vary to a greater or lesser amount, as determined by the Trustee in the Trustee's discretion, and no adjustment need be made to compensate for any difference in basis.

8.18 Transactions with Estates of Settlers: If the Trustee deems it necessary or advisable for the protection of the estates of the Settlers, or in the best interest of such estates of this trust and the beneficial owners thereof, the Trustee, in its sole and absolute discretion, may with trust funds purchase any securities or other property at a fair value from the legal representatives of such estates and retain such property as part of the trust estate and make secured or unsecured loans of trust funds at the then current rate of interest to such legal representatives, without any liability for loss resulting to the trust estate by reason of any such purpose or loan.

8.19 Transactions Between Trusts: The Trustee may loan or advance money, at the current rate of interest, from any trust hereunder to any other trust hereunder and may sell and purchase assets between the trust hereunder in the Trustee's discretion; subject, always, to the requirement that such transactions be for fair and adequate consideration.

8.20 Power to Invest in Life Insurance: The Trustee shall have the power to apply for, own, receive as a part of the trust assets, hold and/or pay premiums upon life insurance in any form and upon the life of any person or persons as the Trustee may deem advisable. The Trustee is

authorized to exercise all rights under such policies and no company issuing the same shall be required to determine the extent of the authority of the Trustee.

8.21 Power to Adjust for Tax Consequences: The Trustee shall have the power, in the Trustee's absolute discretion, to take any action and to make any election to minimize the tax liabilities of this trust and its beneficiaries, to allocate the benefits among the various beneficiaries, to make adjustments in the rights of any beneficiaries, or between the in-come and principal accounts and to compensate for the sequence of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficial owner or group of beneficiaries over others.

8.22 Power to Act Independently: Each individual Settlor acting as Trustee hereof has the authority to act independently of any other Settlor acting as Trustee hereof without requiring the signature or consent of the other Settlor-Trustee in exercising his or her duties as Trustee (grantee) hereof.

8.23 Trustee's Power to Loan to, Buy from and Sell to Trust Individually: The Trustee shall have the power to loan or advance the Trustee's own funds to the trust for any trust purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust or other encumbrance of any assets of the trust; to purchase assets of the trust at their fair market value as determined by an independent appraisal of those assets; and to sell property to the trust at a price not in excess of its fair market value as determined by an independent appraisal.

8.24 Release of Powers: Each individual (non-corporate) Trustee shall have the power to release or to restrict the scope of any power that he may hold in connection with the trust created under this instrument, whether said power is expressly granted in this instrument or implied by law. The individual (non-corporate) Trustee shall exercise this power in a written instrument specifying the powers to be released or restricted and the nature of any such restriction. Any released power shall pass to and be exercised as provided for in the written instrument.

8.25 Power to Withhold Payment if Conflicting Claims Arise: The Trustee shall have the power to withhold from distribution, in the Trustee's absolute discretion, at the time for distribution of any property in this trust, without the payment of interest, all or any part of the property, as long as the Trustee shall determine in the Trustee's absolute discretion that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the estate.

8.26 Power to Purchase Bonds at Premium: The Trustee shall have the power to purchase bonds and to pay such premiums in connection with the purchase as the Trustee, in the Trustee's absolute discretion, deems advisable; provided, however, that each premium shall be repaid periodically to principal out of the interest on the bond in such reasonable manner as the Trustee shall determine and, to the extent necessary, out of the proceeds on the sale or other disposition of the bond.

8.27 Power to Purchase Bonds at Discount: The Trustee shall have the power to purchase bonds at such discount as the Trustee, in the Trustee's absolute discretion, deems advisable; provided, however, that each discount shall be accumulated periodically as interest in such reasonable manner as the Trustee shall determine and to the extent necessary paid out of the

proceeds on the sale or other disposition of the bond or out of principal.

8.28 Power to Employ Agents: The Trustee is authorized to employ attorneys, accountants, investment advisors, specialists and such other agents as he shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the trust, and to delegate to said manager investment discretion. Such appointment shall include the power to acquire and dispose of such assets. The Trustee may charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against the trust.

8.29 Authority to Pay Death Taxes: Except as otherwise specifically provided in this instrument, federal estate taxes imposed on or by reason of the inclusion of any portion of the trust estate in the gross taxable estate of any Settlor under the provisions of any federal tax law shall be controlled by the decedent settlor's last will and testament.

8.30 Trustee's Bond: No bond shall be required of any person named in this instrument as Trustee, or of any person appointed as the Trustee in the manner specified here, for the faithful performance of his or her duties as Trustee.

8.31 No-Contest Clause: In the event any beneficial owner under this trust shall singly, or in conjunction with any other person or persons, contest in any court the validity of this trust or of a deceased settlor's last will or shall seek to obtain an adjudication in any proceeding in any court that this trust or any of its provisions or that such will or any of its provisions is void, or seek otherwise to void, nullify, or set aside this trust or any of its provisions, then the right of that person to take any interest given to him(s) by this trust shall be determined as it would have been determined had the person predeceased the execution of this declaration of trust without surviving issue. The Trustee is hereby authorized to safe-harbour, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

8.32 Exculpatory Clause: Trustee and Co-Trustee: No Trustee designated in this instrument shall be liable to any beneficial owner or to any heir of any Settlor for the Trustee's acts or failure to act, except for negligence or willful misconduct.

8.33 Abandonment of Property: The Trustee is authorized to abandon any property or interest in property belonging to the trust **when**, in the Trustee's absolute discretion, such abandonment is in the best interest of the trust and its beneficial owners.

8.34 Under-Productive Assets: As a limitation on the foregoing powers, with respect to any asset in any marital deduction trust created by this instrument, the beneficial owner thereof shall have the power to require that the Trustee either make the property in such trust productive or convert it within a reasonable time after notice from the beneficial owner.

8.35 Power to Delegate: Any Trustee currently acting as Trustee hereof may delegate any or all of his or her powers to another currently named Trustee for a specified period of time and may resume those powers on written notice to the current Trustee(s).

8.36 Power to Act as a Limited or General Partner of a Limited Partnership: The Trustee shall have the authority to act as a general partner of a general partnership, to act as a general and/or

limited partner of a limited partnership, and to act as a manager of a limited liability company.

(END-OF-PAGE)

ARTICLE NINE (9):

“Trustee Indemnity and Hold Harmless”

9.0 “Settlor” instructs that “Trust” shall without benefit of discussion and without division, does hereby expressly agree, covenant, and undertake the indemnification of, and does hold harmless “Trustee” from and against, but not limited to any and all claims or legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summon(s), lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due or may hereafter arise, to include any such claims and the like that may hereafter arise regard to any and all collateral of “Trust”, including, but not limited to all “Trust Property”.

9.01 The named “Trustee” shall not be required to give any bond or other security. The “Trustee” shall not be liable for any mistakes or errors of judgment(s) in the administration of the trusts, except for willful misconduct, so long as they continue to exercise their duties and powers in a capacity primarily in the interests of the Beneficial Owner, only if the Settlor/Managing Director and or Administrator/Association happen to be incapacitated, incarcerated, or in any capacity that prevents Settlor/Managing Director and or Administrator/Association from handling said Trust or *trusts in accordance to this Trust Indenture.

(Trusts may not be limited to a singular trust as and for all trusts agreements begin as two-part agreement and take into consideration all other level of trust relationships enabling each party.)*

(END-OF-PAGE)

ARTICLE TEN (10):

“Irrevocability”

10.0 This “Trust” shall be irrevocable, however, the “Settlor” expressly does not waive any rights and powers, whether alone or in conjunction with others, and regardless of when or from what source he may have acquired such rights of power to alter, amend, invoke, ratify this Trust, or any of the terms of this Agreement, in whole or in part.

(END-OF-PAGE)

ARTICLE ELEVEN (11):

“Situs”

11.0 This “Trust” has been executed and delivered within Alberta Province/State and shall be construed and administered accordingly to the maxims of law, the rules of equity and the laws of facts *and where the circumstance requires, the Uniform Trust Act.*

11.01 The Situs and thereby the controlling interpretational laws under which the “Trust” shall be construed, may be changed to any other state, province as shall be deemed prudent, wise, necessary, or appropriate by the location of the Settlor/Managing Director and or Administrator/Association.

(END-OF-PAGE)

ARTICLE TWELVE (12):

“Acknowledgment”

12.0 The acceptance and signing of the Indenture by “Trustee(s)” shall constitute the contract, and the signing and acknowledging of appropriate Trust minutes, thereafter by Settlor/Managing Director and or Administrator/Association shall constitute their acceptance of the Trust Indenture and the trust property in the same manner as the “Trustee(s)”, without further action or conveyance.

“Witness attestation”

12.01 We being the witness(es) herein with our name and title scribed below, do solemnly attest and declare that personally appeared Chad Fitz personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature or autograph on this instrument is the mark of the soul of the person, or the entity upon which the person they act to represent.

In witness whereof the “Settlor” and the “Trustees” have executed this Agreement in, on the date set forth below.

>> 1. **Settlor:** Chad – grantee
Legal: FITZ, Chad Henry
Operating: Fitz Estate Trust

Per: -----
Acting Trustee:
Legal: CHAD HENRY FITZ
Operating: Fitz & Associates

Date: _____

Location: _____

I, witness no. 1, bear and scribe my signature or autograph on this page as the witness for this declaration of trust.

WITNESS ~ 1

: _____
PRINTED NAME

>> _____
Autograph / Signature

Date: _____

Location: _____

I, witness no. 2, bear and scribe my signature or autograph on this page as the witness for this declaration of trust.

WITNESS ~ 2

: _____
PRINTED NAME

>> _____
Autograph / Signature

Date: _____

Location: _____

ARTICLE THIRTEEN (13):

“Schedule(s)”

13.0 Attached hereto.

(END-OF-PAGE)