

**DECLARATION OF TRUST
OF THE
TEXAS STAKE OF ZION**

KNOW ALL MEN BY THESE PRESENTS: That we, the subscribers and Trustees hereto have this 31st day of December, 2008, entered into an agreement and contract to create a Trust under which the appointed and constituted Trustees hereunder shall be empowered to operate as hereinafter set forth.

To this end the subscribers associate themselves together in the formation of a religious Trust for the purposes hereinafter stated, and without personal liability to the Members hereof or to the public. It is intended and proposed that all others than the subscribers hereto who may become Members in this association ipso facto agree to accept the terms of this instrument and Declaration of Trust to all intents and purposes as if they were the original subscribers hereto. Further, it is understood and agreed that we and such other Members as may hereafter come into said association are associated together merely and solely for the purpose of being cesti que trustents of the Trust hereby created.

The association shall be known as the Texas Stake of Zion.

The Texas Stake of Zion (hereinafter referred to as "The Church") is for a religious society. The doctrines and laws of the Church are found in the Book of Mormon, the Doctrine and Covenants, the Pearl of Great Price, and the Holy Bible; and are the guiding tenets by which the Trustees of the Texas Stake of Zion shall act.

(Doctrine and Covenants 59:5-6)

5. "Wherefore, I give unto them a commandment, saying thus: Thou shalt love the Lord thy God with all thy heart, with all thy might, mind, and strength; and in the name of Jesus Christ thou shalt serve him.

6. "Thou shalt love thy neighbor as thyself."

We do now covenant and declare that the following are and shall be the fundamental articles of said Trust by which we and all persons who at any time hereafter may transact any business with said Trustees pertaining to the Trust shall be bound and concluded. The contracting parties and Trustees herein signify and confirm by their signatures to this instrument their acceptance of all its terms and their obligation to perform and discharge the duties imposed by this instrument.

ARTICLE I

To carry out its religious mission, the Trust shall be administered by a Board of Trustees consisting of not less than three nor more than seven Trustees.

James Jerry Jessop

Isaac S. Jeffs

Keith W. Dutson Sr.

are hereby designated Trustees of said Trust, with powers and duties as hereinafter set forth. The Board of Trustees shall act by majority vote, except where herein otherwise provided, of the number of Trustees in office and shall have all rights, powers, and privileges of an absolute owner in carrying out the purposes of the Trust, including without limitation all powers of trustees under Texas law. The Board of Trustees may designate representatives to perform one or more of these functions on its behalf.

ARTICLE II

The Texas Stake of Zion is organized exclusively for religious purposes. The Church is a religious society, for the benefit of religion, primarily for religious worship, and for the advancement of the principles and doctrines of its religious faith, and for all other lawful purposes necessary or incident thereto.

Notwithstanding any other provisions contained herein, The Church shall not carry on any other activities not permitted to be carried on by a church exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 as amended, or a church contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 as amended.

A consecration is an unconditional dedication to a sacred purpose. Consecration of real estate to the Texas Stake of Zion is accomplished by a deed of conveyance. All properties now included or hereafter added to the trust estate are consecrated and sacred lands, dedicated to the Trust's religious purpose. Accepted Members also consecrate their time, talents, money, and materials to become the property of The Church. All consecrations made to or for the benefit of the Texas Stake of Zion are dedicated to the sacred purposes of The Church and without any reservation or claim of right and/or ownership. Members may own, in their own names, any real or personal property not consecrated to The Church.

The privilege to be a Member of the Texas Stake of Zion is by invitation and is granted, and may be revoked at any time, by the Board of Trustees. Those who seek that privilege commit themselves and their families to live their lives according to the principles of The Church, and they and their families consent to be governed by the ecclesiastical leadership and the Board of Trustees. They must consecrate their lives, times, talents and resources to the building and establishment of the Kingdom of God on Earth under the direction of ecclesiastical leadership and the Board of Trustees. They must act in the spirit of charity.

(Moroni 7:6-10, 45-48)

6. "For behold, God hath said a man being evil cannot do that which is good; for if he offereth a gift, or prayeth unto God, except he shall do it with real intent it profiteth him nothing.

7. "For behold, it is not counted unto him for righteousness.

8. "For behold, if a man being evil giveth a gift, he doeth it grudgingly; wherefore it is counted unto him the same as if he had retained the gift; wherefore he is counted evil before God.

9. "And likewise also is it counted evil unto a man, if he shall pray and not with real intent of heart; yea, and it profiteth him nothing, for God receiveth none such.

10. "Wherefore, a man being evil cannot do that which is good; neither will he give a good gift.***

45. "And charity suffereth long, and is kind, and envieth not, and is not puffed up, seeketh not her own, is not easily provoked, thinketh no evil, and rejoiceth not in iniquity but rejoiceth in the truth, beareth all things, believeth all things, hopeth all things, endureth all things.

46. "Wherefore, my beloved brethren, if ye have not charity, ye are nothing, for charity never faileth. Wherefore, cleave unto charity, which is the greatest of all, for all things must fail—

47. "But charity is the pure love of Christ, and it endureth forever; and whoso is found possessed of it at the last day, it shall be well with him.

48. "Wherefore, my beloved brethren, pray unto the Father with all the energy of heart, that ye may be filled with this love, which he hath bestowed upon all who are true followers of his Son, Jesus Christ; that ye may become the sons of God; that when he shall appear we shall be like him, for we shall see him as he is; that we may have this hope; that we may be purified even as he is pure. Amen."

They must live in the true spirit of brotherhood.

(Mathew 22:36-40)

36. "Master, which is the great commandment in the law?"

37. "Jesus said unto him, Thou shalt love the Lord thy God with all thy heart, and with all thy soul, and with all thy mind.

38. "This is the first and great commandment.

39. "And the second is like unto it, Thou shalt love thy neighbour as thyself.

40. "On these two commandments hang all the law and the prophets."

There shall be no disputations among them.

(3 Nephi 18:34)

34. "And I give you these commandments because of the disputations which have been among you. And blessed are ye if ye have no disputations among you."

The Trust is most firmly committed to these goals.

Membership in the Texas Stake of Zion and/or use of property owned by The Church is not and does not become a right or claim of anyone who may benefit in any way from the Trust. The Church shall not be liable for liabilities of or claims against any Trustee or Member of The Church. Use of Trust property must be within rules and standards set by the Board of Trustees. Participants who, in the opinion of the Board of Trustees, do not honor their commitments to live their lives according to the principles of The Church shall remove themselves from the Trust property and, if they do not, the Board of Trustees may, in its discretion, cause their removal. Any Member thus expelled or excluded from the association shall have no claim upon the trust estate. At such time as they reform their lives and the lives of their family members and are again approved by the Board of Trustees they may again be permitted to participate in The Church. The Board of Trustees shall have no obligation whatsoever to return all or any part of consecrated property back to a consecrator or to his or her descendants.

ARTICLE III

James Jerry Jessop, Trustee, shall be President of said association until incapacitated by removal, resignation or death, with powers, duties, authority, and rights to do all things necessary in assisting to carry out the purposes of said Trust as herein set out, or as in the future amended; and said Trustee, as President, is hereby empowered to execute any necessary documents on behalf of the Trust, including contracts, deeds, transfers, assignments, and other instruments to pass title to property and otherwise bind the trust estate; provided, however, that in the absence of the President, or in the event of his inability to act through sickness or otherwise, the Vice-President may act in such capacity, unless the Board of Trustees designates one or more Trustees to execute such documents.

ARTICLE IV

Isaac S. Jeffs, Trustee, shall act as Vice-President of said association.

ARTICLE V

Keith W. Dutson Sr., Trustee, is to fill the office of Secretary and James Jerry Jessop, Trustee, is to fill the office of Treasurer, and shall perform such other duties as are necessary and usually performed by such officers in a similar association.

ARTICLE VI

The Trustees aforesaid and their successors in trust shall hold the legal title to all property that may be acquired by or for the benefit of the trust estate, and shall have and exercise exclusive management, disposition and control of the same, subject to the terms and provisions of this Declaration of Trust.

ARTICLE VII

The Trustees may appoint a General Manager, Assistant Secretary, Assistant Treasurer, or other officers who may or may not be Trustees, and the respective duties of whom shall be designated by the Board of Trustees from time to time.

ARTICLE VIII

The Trustees shall not be liable to the Members of the trust estate for error in judgment in prosecuting and managing the Trust property, interest or business, nor for any act done by them, or either of them in the course of such management, nor for omission to act in the execution of this Trust, except such acts as involve bad faith on their part; nor shall they be liable for the acts or omissions of each other, nor for the acts or omissions of any officer, agent, or servant appointed or acting for them; and should they or either of them be held personally liable on any tort or breach of contract in the prosecution of the trust estate, they or either of them will be entitled to indemnity out of the trust estate to the extent of such liability.

ARTICLE IX

A Trustee or other officer may be removed at any time without cause or for cause, misconduct, or breach of trust, by a majority vote of said Trustees at a special meeting called for the purpose; and upon the death, removal, or resignation of any Trustee or other officer, such vacancy or vacancies may be filled by the remaining members of the Board of Trustees. Dismissal of a Trustee shall be by a written notice, effective on the date the notice is executed. A Trustee may resign by written notice to the Board of Trustees. Each successor Trustee shall have the same powers and authority, and shall be subject to the same duties and restrictions, as predecessor Trustees.

ARTICLE X

Membership in the trust estate is established for the signers of this instrument, and who form the first Board of Trustees, by the conveyance to the trust estate of the following described property, to-wit: One Thousand Dollars (\$1,000).

Evidence of membership shall be shown in the books of the association. A membership certificate may, in the discretion of the Trustees, be issued to each Member; but such certificate shall not be transferable, nor carry title to any of the property or assets of the Trust.

The Trust is designated a non-profit association. The proceeds arising from the operations of the trust estate shall be used by the Trustees for the performance of this Trust as herein provided, and any profits arising from the conduct of the business shall become part of the corpus of the trust fund.

ARTICLE XI

Membership in said association shall not entitle the Member to any part of the Trust property, either personal, real or mixed; nor to the right to call for a partition or division of the same, or for an accounting; nor shall any Member have any right to amend, alter, or terminate this Trust.

Further, it is declared that any person who shall accept a membership in said Trust ipso facto becomes a party to this Declaration of Trust and shall be bound and concluded by all the terms and conditions thereof.

The Trustees shall have no power to bind the Members personally, and the Members and all parties whosoever extending credit to, contracting with, or having any claim against the Trust, shall look only and solely to the funds and property of the Trust for payment under such contract or claim, or for any debt, damage, judgments or decrees, or for any money or property that may otherwise be due or become due or payable to them from the Trustees, so that neither the Trustees or Members at any time shall be personally liable by themselves, or by any contract which any officer or agent of the Trust shall give or enter into.

ARTICLE XII

This Declaration of Trust may be amended at any time and from time to time by unanimous vote of the Trustees.

ARTICLE XIII

This Trust is intended to be of perpetual duration, but may be terminated sooner by the Trustees, if they deem it advisable so to do, in the best interest of the trust estate and the Members thereof.

ARTICLE XIV

The death of a Member or Trustee during the continuance of this Trust shall in no wise operate to terminate the Trust, nor shall it entitle the legal representative of the deceased Member or Trustee to an accounting or to take any action in court or elsewhere against the Trustees.

ARTICLE XV

The original of this Declaration of Trust shall remain a part of the files of the Board of Trustees. It may, however, be recorded in the offices of the county recorders in the states wherein the property of the Trust may be located. The general office of the Trust shall be at Eldorado, Texas, unless and until it is moved elsewhere by act of the Board of Trustees. The Trust may also establish branch offices by action of the Trustees.

ARTICLE XVI

In the event of termination of this Trust, whether by the Board of Trustees or by reason of law, after paying or adequately providing for the debts and obligations of the Trust, the remaining assets shall be distributed among legal entities of similar objectives, that is, to a religious, educational, charitable or other similar organization that is qualified for exemption under Section 501(c)(3) of the Internal Revenue Code, as amended.

IN WITNESS WHEREOF, we, the Trustees and original contracting parties under this Declaration of Trust, sign our names in duplicate original in authorization, the day and year first above written.

James Jerry Jessop
James Jerry Jessop

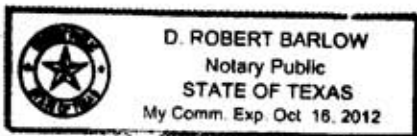
Isaac S. Jeffs
Isaac S. Jeffs

Keith W. Dutson Sr.
Keith W. Dutson Sr.

STATE OF *Texas*)
) : ss.
COUNTY OF *Schleicher*)

The undersigned, a Notary Public in and for said County and State, does hereby certify that James Jerry Jessop, Isaac S. Jeffs, and Keith W. Dutson Sr., personally known to me to be the persons whose names are subscribed to the foregoing Declaration of Trust, appeared before me in person and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official seal this 31st day of December, 2008.



D. Robert Barlow
Notary Public

Commission Expires: *10/16/2012*

Doc# 20090000668
#Pages 7 #NFPages 1
9/30/2009 4:09:49 PM
Filed & Recorded in
Official Public Records of
County and District Clerk
Peggy Williams
Fees 40.00
State of Texas
County of Schleicher, Texas

I hereby certify this instrument was FILED in
file number sequence on the date and time
stamped by me, and was duly RECORDED in the
Official Public Records of Schleicher County,
TX in Vol 414 Page 65


Deputy