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County of Darlington ss.

I, Michael J. Ayre,  
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hereby swear (or affirm) that the attached reproduction of  
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Signature of Custodian of Original Document  
Post office Box 44, Vincent, Alabama 35178  
Address

Subscribed and sworn (or affirmed) to before me on this  
17 day of September, 2003  
Day Month Year

Ann K. Able  
Signature of Notary Public

**My Commission Expires**  
August 25, 2004  
Additional Information

**OPTIONAL**

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## **NOTICE BY SELF-SERVING DECLARATION**

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With the intent of being contractually bound, any Juristic Person, as well as the agent of said Juristic Person, consents and agrees by this Copyright Notice that neither said Juristic Person, nor the agent of said Juristic Person, shall display, nor use in any manner, the trade-name/trade-mark, nor common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, said name without the prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party's signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of MICHAEL J. AYO, SR.©, and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported debtor, i.e. "MICHAEL J. AYO, SR.," nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. "MICHAEL J. AYO, SR.," in the Indemnity Clause of the Commercial Security Agreement No. -SA dated the against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. **Self-executing Contract in Event of Unauthorized Use:** By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally "User," consent and agree that any use of MICHAEL J. AYO, SR.©, other than authorized use as set forth above, constitutes User's indirect confession and confession of judgment of unauthorized use of said trade-name/trade-mark, contractually binds User, and signifies that User: (1) grants Secured Party a security interest in, and a distress warrant and lien against, User's property and interest in property in the sum certain amount of \$500,000.00 per each trade-name/trade-mark used, per each occurrence of use, plus triple damages, plus costs for each such use, as well as for each and every use of any and all derivatives and variations in the spelling of MICHAEL J. AYO, SR.©; (2) authenticates a Security Agreement wherein User is debtor and Michael J. Ayo, Sr. is Secured Party and User pledges all of User's property and interest in property as collateral for securing User's contractual obligation; (3) authenticates a UCC Financing Statement wherein User is debtor and Michael J. Ayo, Sr. is Secured Party; (4) consents and agrees that said Financing Statement is a continuing financing statement, authorizing Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and rights in property pledged as collateral in the aforementioned Security Agreement, until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes the filing of the aforementioned UCC Financing Statement and Security Agreement in the UCC filing office by Secured Party; (6) consents and agrees that any and all such filings referenced in paragraph "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; and (7) waives all defenses. User further consents and agrees with all of the following: **Payment Terms:** In accordance with fees for unauthorized use of MICHAEL J. AYO, SR.© as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within five (5) days of date Secured Party's invoice, hereinafter "Invoice," itemizing said fees is sent. **Default Terms:** In event of non-payment in full of all unauthorized-use fees by User within five (5) days of date Invoice is sent, User shall be deemed in default and all of User's collateral becomes property of Secured Party. **Terms for Curing Default:** Upon default as set forth above, User may cure User's default within twenty (20) days only by payment in full. **Terms of Strict Foreclosure:** User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above authorizes Secured Party's immediate non-judicial strict foreclosure on all of User's former property pledged as collateral for securing User's contractual obligation as set forth hereinabove. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with State of Texas, Secretary of State, UCC Division. Record Owner: Michael J. Ayo, Sr., Autograph Common Law Copyright© 1981.