

AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of December 2005 by and between **XENTEL, INC.** (hereinafter referred to as "XI"); **TUCSON METROPOLITAN FRATERNAL ORDER OF POLICE** (hereinafter referred to as **TUCSON METRO FOP**); and **COMMUNITY FUNDING, LLC** (hereinafter referred to as "CFL"). Said expressions to include the respective party's successors and assigns.

WITNESSETH:

For and in consideration of the mutual covenants herein contained, the sufficiency of which is acknowledged as evidenced by the signatures of each of the parties hereto, it mutually agreed as follows:

1. PURPOSE OF THE AGREEMENT. **XI** and **TUCSON METRO FOP** are parties to a certain agreement dated September 4, 2003 a copy of which is attached hereto marked Exhibit "A" and made a part hereof, and hereinafter referred to as "the Agreement." XI and CFL enter in this Agreement to grant to CFL the authority under "the Agreement" to conduct fund raising on behalf of **TUCSON METRO FOP**, who joins into this agreement for the sole purpose of giving its consent and making CFL a party thereto.

2. CAMPAIGN CONDUCT. CFL agrees to conduct a campaign on behalf of **TUCSON METRO FOP** in accordance with the terms and conditions of "the Agreement" and in full compliance with the laws of the State of Arizona that regulates charitable solicitation activities. In conjunction therewith, each party agrees it shall be responsible, independent of the others, for all necessary registrations applicable to its participation in this agreement.

3. TERMINATION. Any one of the parties may terminate this Agreement without cause upon ninety (90) days notice. Termination for cause shall be in accordance with the terms and conditions set forth in "the Agreement." Termination of this Agreement under the provisions of this Agreement shall not result in termination of "the Agreement."

In all other respects not specifically modified herein, the existing Agreement ("the Agreement") shall remain in full force and effect. A copy of same is attached hereto and incorporated herein, again, by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

XENTEL, INC.

COMMUNITY FUNDING, LLC

By: _____
David Winograd, President

By: _____
John Hernandez, Secretary Treasurer

The undersigned as the authorized representative(s) TUCSON METROPOLITAN FRATERNAL ORDER OF POLICE and on its behalf, does hereby consent and allow COMMUNITY FUNDING, LLC to engage in solicitations on its behalf pursuant to the terms of this Agreement and "The Agreement" dated September 4, 2003 by and between XENTEL, INC. and TUCSON METROPOLITAN FRATERNAL ORDER OF POLICE and further certifies that the Agreement has been approved and accepted by a majority of its trustees.

TUCSON METROPOLITAN FRATERNAL ORDER OF POLICE

By: _____

Print name and title