



46 may do so during normal business hours and at the location of the Foundation with  
47 a 30 day prior notice and at the Trustee's expense.  
48

#### 49 **ITEM II Steward**

- 50 **1. Initial Steward.** FATHER ALBERT GERRIT CRAWFORD, is hereby appointed  
51 the initial Steward of this stewardship, and he shall act as the sole Steward of this  
52 stewardship during his lifetime.
- 53 **2. Successor Steward.** Should any vacancy occur in the office of Steward, the  
54 successor Steward shall be assigned by the Bishop of the Western Rite Syrian  
55 Orthodox Catholic Church.
- 56 **3. Resignation and Removal.** Any Steward may resign by an instrument in writing  
57 delivered to the Bishop and the Trustee. The Steward may be relieved of its duties  
58 as Steward by the written direction of the Bishop.
- 59 **4. Powers and Duties of Successor Steward.** Any successor Steward shall have and  
60 may exercise all the rights, powers, duties, and discretion conferred or imposed on  
61 the originally named Steward. No successor Steward shall be obliged to examine  
62 the accounts and actions of the original Steward nor shall a successor Steward be  
63 responsible in any way for any acts or omissions of the original Steward.  
64

#### 65 **ITEM III Stewardship Operation**

- 66 **1. Duties of the Stewardship.** The Stewardship shall, as its primary charge, protect  
67 and conserve the Khabouris Codex Manuscript. Secondly, the Stewardship  
68 shall make its best effort to decipher and translate the Khabouris Codex  
69 Manuscript. Tertiarily, the Stewardship shall academically and publicly promote  
70 and display the Khabouris Codex Manuscript. This promotion and display of the  
71 Codex may never compromise the primary and secondary responsibilities as  
72 outlined in this section.
- 73 **2. Intentions of Trustee.** The Trustee's primary desire is that the Khabouris Codex  
74 Manuscript be protected from further damage and deterioration, that the contents  
75 of the Manuscript be elucidated using the latest in linguistic understanding and  
76 that the contents of the Codex be available for academic and public study,  
77 appreciation and enlightenment.
- 78 **3. Termination of Physical Stewardship.** This physical stewardship shall terminate  
79 upon the earlier of the following events:
  - 80 (a) The sale of the Khabouris Codex Manuscript to an owner that wishes to  
81 exercise their own stewardship the Khabouris Codex Manuscript; or
  - 82 (b) The termination of this Stewardship by the Bishop.
- 83 **4. Irrevocable rights of the Stewardship after Physical Termination of**  
84 **Stewardship.**
  - 85 (a) Should this stewardship terminate due to the sale of the Khabouris Codex  
86 Manuscript, the rights and privileges outlined in ITEM I, specifically, the  
87 right to translate and comment upon, copy and reproduce in all medias,  
88 exclusively copyright of the original (in whole or in part) and translations  
89 thereof, and the promotion of the Khabouris Codex Manuscript shall be  
90 retained by the Stewardship.

- 91 (b) Should this stewardship terminate due to the decision of the Bishop, all  
92 copy-righted material shall remain the property of the Stewardship, with no  
93 further claims made, or responsibilities accepted by, the Stewardship.  
94

#### 95 **ITEM IV Powers of Steward**

- 96 **1. Enumerated Powers.** In the administration of this stewardship, the Steward and  
97 his successor or successors, shall have the power to perform every act and execute  
98 such instruments as the Steward may deem desirable and/or necessary in the proper  
99 management of the safety and well-being of the Khabouris Codex Manuscript:  
100 (a) **Conserve and Preserve.** To undertake any methods of accepted  
101 conservation and preservation by qualified individuals or institutions.  
102 (b) **Photograph and Reproduce.** To photograph and reproduce, in any way,  
103 deemed appropriate by the Steward that does not damage or degrade the  
104 Manuscript. This includes, but is not limited to: reflectance and  
105 Fluorescence ultraviolet; visible light (both black and white and color) and  
106 infrared analog and digital techniques. Additionally, the Steward may  
107 reproduce the Manuscript, in whole or in part, photographically,  
108 xerographically, lithographically, typographically, thermographically,  
109 vidiographically, audiographically, digitally and/or electronically.  
110 (c) **Display.** The Steward has sole discretion as to where and when the  
111

112 Khabouris Codex Manuscript will be stored and displayed. The restraints  
113 that the Steward must consider are safety of the Manuscript and  
114 likelihood of signification public exposure.

- 115 **2. Steward's Freedom to Act.** Except as specifically provided above, the Steward  
116 may freely act under any of the powers given to it by this instrument in all matters  
117 concerning the stewardship herein created without the necessity of obtaining the  
118 consent or permission of any person interested therein, or the consent or approval of  
119 any court, notwithstanding that such Steward may also be acting in the same matters,  
120 either individually, or as steward of other stewardships or otherwise, but all powers  
121 granted to the Steward under the provisions of this agreement, including discretionary  
122 powers, shall be exercised only in a fiduciary capacity primarily in the interest of the  
123 Khabouris Codex Manuscript.  
124

#### 125 **ITEM V**

126 **Trust Irrevocable.** This stewardship is irrevocable, and the Trustee, and/or the Trust  
127 he represents, shall have no right whatsoever to alter, amend, revoke, or terminate this  
128 stewardship, in whole or in part, except as noted in this document. By this stewardship  
129 agreement the Trustee intends to and does hereby relinquish absolutely all stewardship  
130 of, or the right to translate, copy, reproduce, copyright and publish the Khabouris  
131 Codex Manuscript, subject to the provisions of this document, as stated above.  
132 Furthermore, this agreement is incumbent and binding upon any prospective and/or  
133 new owner of the Khabouris Codex Manuscript, in perpetuity.  
134

135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177

**IN WITNESS WHEREOF**, the Trustee has hereunto set his hand and seal and, to evidence acceptance of the stewardship herein created, the individual Steward has hereunto set his hand and seal, in triplicate, on the day of April 29, 2000.

Trustee:

\_\_\_\_\_ (seal)  
Daniel MacDougald, Jr.  
Khabouris Manuscript Codex Irrevocable Trust

Signed, sealed and delivered  
by Trustee in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_/\_\_/\_\_

(Notary Seal)

Initial Steward:

\_\_\_\_\_ (seal)  
Father Albert Gerrit Crawford  
Director,  
Khabouris Ancient Manuscript Foundation,  
The Khabouris Institute, Inc.,  
International Orthodox Christian Institute

Signed, sealed and delivered  
by Steward in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_/\_\_/\_\_

(Notary Seal)

END

-----