

DD2000000017

TRANSMITTAL LETTER

Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

SUBJECT: New Beginnings Construction Services

FILED STATE  
SECRETARY OF FLORIDA  
TALLAHASSEE, FLORIDA  
02 JUN 24 AM 9:11

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust \$350.00

OPTIONAL:

Certified Copy \$ 8.75

500005934965-1-9  
-06/24/02--01079--005  
\*\*\*358.75 \*\*\*358.75

FROM: Kevin Peter Carmel  
Name (Printed or typed)

% 399 Wranglewood Drive  
Address

Wellington, Florida 33414  
City, State & Zip

561-714-8000  
Daytime Telephone number

AM 6/25

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE  
TO FILE OR QUALIFY**

New Beginnings Construction Services

A \_\_\_\_\_ TRUST \_\_\_\_\_

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of New Beginnings Construction Services, a

Florida (State) Trust hereby affirms in order to file or qualify

New Beginnings Construction Services, in the State of Florida.  
(Name of Trust)

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1. Two or more persons are named in the Trust.

2. The principal address is % 1736 7th Avenue, S.W.  
Vero Beach, Florida 32962

3. The registered agent and street address in the State of Florida is:

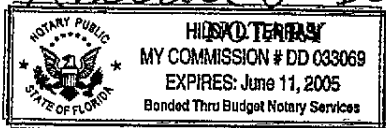
Kevin Peter Carmel  
% 399 Wranglewood Drive Wellington, Florida 33414

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

Kevin Peter Carmel Trustee  
(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

Wilda L. Terrasi Kevin Peter Carmel Trustee  
Name: \_\_\_\_\_  
Chairman of the Board of Trustees



Filing Fee: \$350.00  
Certified Copy: \$ 8.75 (optional)

# The Private Common-Law Declaration of Trust Contract

The Contract, creating the Private Common-Law Declaration of Trust, is authorized to exist and function through the Board of Trustees, who are People, Citizens or legal persons, appointed or elected, holding full Legal and Equitable title to the Trust's assets and properties, not as themselves, as people in their own character and capacity, but as fiduciaries, acting collectively as the Board of Trustees, under the name:

## New Beginnings Construction Services

### Preamble

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All Parties to the Contract, hereby invoke the inalienable Rights of assembly and contract acknowledged and protected by the Constitution for the United States of America of 1787, as approved by The People and amended, to wit:

Article One, Section Ten: "No state...shall...pass any...Law impairing the Obligation of Contracts..."; and,

Article Six, Section Two: "This Constitution...shall be the supreme Law of the Land;...any Thing in the Constitution or Laws of any State to the Contrary notwithstanding."; and,

Amendment Article One: "Congress shall make no law...abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble,..."; and,

Amendment Article Nine: "The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people."; and,

In accordance with the above and in consideration of Twenty-One Dollars silver coin, money of the Republic of The United States of America and other good and valuable consideration, in-hand paid and accepted, We, the Parties of the Contract, hereby settle the Contract and create the Private Common-Law Declaration of Trust named above.

The parties of the Contract all declare as follows: 1.) each party of the Contract is of lawful age; and, 2.) each party of the Contract is mentally capable to contract; and, 3.) each party of the Contract acknowledges understanding the obligations the Contract encompasses and imposes; and, 4.) by signatures under seal, below, all parties of the Contract accept the respective positions in the Contract.

Dated the 7th day of June, 2002 A.D.

## **Article One Trust Creation**

Contract created and offered by: Edward William Raabe, Jr., a Lawful Man  
(creator)

Contract read and accepted by: Kevin Peter Carmel, (Trustee)

**Section 1.1** The above named creator of the Contract intends to, and does in fact, create a Contract, cast in Trust form, pursuant to the creator's inalienable and unimpaired Right to Contract. The Right to Contract is universally recognized among Free Men. The Right to Contract is recorded in God's Word, The Holy Bible; recognized in the English Magna Charta of 1215 A.D.; specified as necessary for a free people in The Law of Nations of 1757 A.D.; secured to Americans by The unanimous Declaration of the thirteen united States of America of 1776, the Articles of Confederation of 1781, Article I Section 10 of the Constitution for the United States of America approved by The People as amended in 1787 Amendment Articles IX and X as set forth in the Bill of Rights of 1791, and in the Constitution of Florida of 1838, Article I, Sections 19 and 27. The Trust, created by the Contract, is recognized as lawful in the State of Florida in the Florida Laws CHAPTER 9125-(No. 7) (May 7th, 1923). A Private Common-Law Declaration of Trust is created by the Contract, upon execution and settlement, on the date indicated below and all parties of the Contract shall be identified by a writing set forth in the Trust Contract or in attachments thereto.

**Section 1.2** The Trust is authorized to exist by the power of The People, the Parties to the Contract. All Parties of the Contract invoke their inalienable unimpaired Right to enter the Contract, obligate and bind the parties by the private law created by the Contract. The Trust shall function by and through the People entrusted with the assets and properties of the Trust and collectively referred to, for convenience, as the Board of Trustees. The Board of Trustees shall adhere to all the terms and conditions of the Contract with certain assets and properties administered by the People so entrusted for the benefit of the Trust and the capital unit holders, beneficiaries, represented as holders of a capital unit(s) of the Trust.

**Section 1.3** The creator and others do hereby offer Kevin Peter Carmel, the sum of Twenty-One Dollars (\$21.00) of silver coin, money of the Republic of The United States of America, to settle the Contract and thereby to convey to Kevin Peter Carmel, representing the Board of Trustees of the Trust, certain assets and properties, the identity and description of which shall be set forth in Schedules A, B, and B-1. The exchanger of the assets and properties warrants the lawful and legal acquisition and ownership of the assets and properties and the current lawful and legal authority to exchange the assets and properties into the Trust. Kevin Peter Carmel, by signing the Contract, the appropriate attachments and minutes under seal, hereby accepts, on behalf of the Board of Trustees, the assets, duties, obligations, and properties for the herein set

fees as now agreed upon and any additional assets and properties as may, from time to time, be acquired by the Trust and whatever additional requirements as may be set forth in the minutes, in addition to the terms, conditions, and provisions of the Contract. Kevin Peter Carmel, hereby does exchange to the creator or an exchanger designated by the creator, all the capital units of the Trust for the listed assets and properties received as Trust corpus as full and adequate consideration in money or money's worth. The exchange is not a gift. The exchange is not a sale. The creator hereby constitutes and appoints Kevin Peter Carmel, to be entrusted with the Trust's assets and properties and a Trust is hereby created and established.

**Section 1.4** The creator of the Trust expressly declares that a Private Common-Law Contract Declaration of Trust (hereinafter referred to as the "Trust"), is created by the settled Contract. The Trust is **not** an association, joint stock company, corporation, partnership, joint venture, or any other entity of statute, State, Federal, or International, de facto or de jure.

**Section 1.5** The creator hereby certifies that the creator maintains no possessory, reversionary, or retained interest in the Trust's corpus whatsoever, the creator has not engaged in any secret agreements or pre-arrangements of any type with the Board of Trustees of the Trust that in any way obligates the Board of Trustees to act in any manner whatsoever on the creators behalf. The Board of Trustees shall at all times act as fair, unbiased, and independent fiduciaries, in the best interest of the Trust and the capital unit holders, in strict conformity with the terms, conditions and intent of the Contract. The creator hereby declares the Trust irrevocable. The Trust may only be altered or amended as particularly set forth in the Contract.

**Section 1.6** The assets and properties forming the Trust corpus, or which will form the Trust corpus, are itemized, or will be, as they are acquired and are set forth in the various schedules attached to the Contract and are incorporated in the trust contract by reference. Attachment "A" describes all land or real property exchanged into or acquired by the Trust. Attachment "B" describes all personal assets exchanged into or acquired by the Trust. Attachment "B-1" describes all private property exchanged into or acquired by the Trust. All listed assets and properties become part of the Trust corpus and shall be maintained subject to the terms and conditions of the Contract.

**Section 1.7** Each beneficiary shall be evidenced as a Trust Capital Unit Holder. A capital unit certificate shall be issued to anyone or anything designated a beneficiary of the Trust. Each capital unit certificate shall evidence the amount of capital units, as well as the date issued. The issuance of capital units must be recorded by the Board of Trustees on Schedule "C" on the day the capital unit certificate is issued. All transfers of capital units or changes to capital units must comply with Article Nine of the Trust Contract. The list of the capital unit holders and the number of capital units held by each is to be kept current and private by the Trust record keeper.

**Section 1.8** All attachments, amendments, resolutions or minutes recorded in the permanent records of the Trust, necessary for the operation of the Trust or for the preservation of the Trust's assets and properties, shall be incorporated by reference as a part of the Contract, in writing and upon unanimous approval of the Board of Trustees of the Trust the documents shall be entered in and made a part of the permanent records of the Trust.

## **Article Two Name**

**Section 2.1** The name of the Private Common-Law Declaration of Trust is:

### **New Beginnings Construction Services**

## **Article Three Definitions**

**Section 3.1** Words, terms and phrases used in the Contract are defined as follows:

- Agent:** Includes all Parties to the Contract not a Trustee.
- Beneficiary:** The People, or entities, who receive and hold a capital unit and are the beneficiaries of the Trust. Receipt of a capital unit from the Trust is evidence of entitlement to receive disbursements of assets, funds, money, or property from the Trust upon a distribution or upon the Trust's termination.
- Board of Trustees:** The People and/or entities, who are entrusted with, receive and hold the corpus of the Trust comprising the assets and properties of the Trust.
- Capital Unit Certificate:** A certificate identifying a beneficiary of the Trust and indicating the percentage of assets, funds, money or properties, to be received by the beneficiary.
- Creator:** The Man that causes the Trust to begin and exist.

<b>Domicile:</b>	The permanent place of administration of the Trust, on the land, in the State, County and/or city of a Trustee of record.
<b>Exchanger:</b>	Anyone who exchanges assets, funds, money or property, to the Trust or who donates, sells, gifts, or otherwise funds the Trust, with assets, funds, money or property subsequently becoming Trust corpus.
<b>Gender:</b>	Where appropriate, words of the masculine gender also include the feminine and neuter; words of the feminine gender include the masculine and neuter; and words of the neuter gender include the masculine and feminine.
<b>Incapacitated:</b>	If any party to the Contract comes under a legal disability by reason of illness or accident and suffers either a mental or physical disability that, in the written opinion of two doctors currently practicing medicine, makes the party unable to properly manage Trust affairs, the party shall be deemed incapacitated for the purposes of the Contract. Children under the age of 18 years old shall be deemed incapacitated.
<b>Person:</b>	Includes any party to the Contract; i.e., a Lawful Man, a Women, Agents, and legal entities.
<b>Protector:</b>	The Man or Woman who act in the best interest of the beneficiaries and ensure that the independent Trustees of the Board of Trustees act in accord with the Trust Contract and the intent of the creator.
<b>Rehabilitation:</b>	If any party deemed incapacitated under the definition of incapacitated shall be deemed rehabilitated and is no longer under a legal disability (or reaches 18 years of age) in the written opinion of any two doctors currently practicing medicine, they are again able to properly manage Trust affairs, upon rehabilitation, The incapacitated party shall

resume the duties and powers possessed prior to the incapacity and the successor shall relinquish all power and be relieved of all duties.

**Singular & Plural:** Where appropriate, words used in the plural or collective sense include the singular and vice-versa.

**State:** A Republic State, any of the 50 that are associated together collectively under the Constitution for the United States of America of 1787.

**Trustee:** The Citizen or person that holds the assets, funds, money and property of the Trust, subject to the terms and conditions of the Contract, for the benefit of Trust and the capital unit holders. Trustee refers to the single, multiple and successor Trustees who at any time may be appointed or elected and who serve in a fiduciary capacity under the terms and conditions of the Contract.

**United States:** The District of Columbia, Puerto Rico, A territory, insular possession or property of the United States.

**United States of America:** The Republic of 50 independent Republic States, united under the Constitution for the United States of America of 1787 approved by The People and amended .

**Section 3.2** The creator reserves the Right to choose the definition for every word, term, or phrase printed in the Contract. The creator delegates the Right to choose the definition for every word, term, or phrase printed in the Contract, to the unanimous decision of the People and/or persons entrusted with the assets, funds, money and property of the Trust for proper interpretation of the Contract's terms, conditions and intent.

**Section 3.3** All words used in the Contract not specifically defined herein shall be defined as used, in context, in God's Word, The Holy Bible, (Choice of The Bible translation used is the discretion of the People entrusted with the Trust's assets and properties), or as used in every day speech (common usage) of Americans, using a Webster's Unabridged Dictionary (Choice of the specific Webster's



Unabridged Dictionary used is the discretion of the Trustees entrusted with the Trusts assets and properties).

**Section 3.4** For the purpose of the Contract no terminology used herein shall be construed to invoke any jurisdiction other than God's Law, Natural Law or Common law. The creator expressly intends that no statutory, equity, admiralty/maritime, military rule, military law or any military-type jurisdiction be invoked by the use of any word, term, phrase, language, numbering, dating, article, section or subsection of the Contract singularly or collectively.

## **Article Four Declaration Of Purpose**

**Section 4.1** The purpose of the Trust is to provide for the economical administration of the Trust Corpus by the People or persons identified as parties to the Contract, acting in a fiduciary capacity on behalf of the Trust, not in their own private character and capacity, to preserve, develop and expand the Trust corpus for the benefit of the Trust and the beneficiaries in whatever manner so designated or allowed by the Contract or by Law, mindful of anything specifically prohibited by the Contract.

## **Article Five Specific Intent**

**Section 5.1** Nothing printed in the Contract shall be construed as an intent to evade or contravene any law or lawful tax, nor to delegate to the Trust's use any special power belonging exclusively to corporate law or to the franchise of incorporation. The expressed intent of the creator of the Contract is to create a Trust for the benefit of the capital unit holders, to begin at once, not deferred until after the death of the creator, administering the Trust's assets and properties according to the Trust Contract, as assembled Lawful Men and Women bound by the Contract's terms and conditions, the Board of Trustees shall act solely upon the Rights, Liberties, privileges and immunities granted people by God Almighty through His Word The Holy Bible, under Natural Law, The Law of Nations, International Common Law, the Constitution for the United States of America of 1787 and the laws made in pursuance thereof and the Constitution of the State of Florida of 1838 and the laws made in pursuance thereof and pursuant to the authorities granted the Trustees by the Contract. The Trustees shall exercise the specific powers and immunities of the Contract and all attachments thereto, and shall at all times exercise the Rights, Liberties, privileges, and immunities under the Constitutions and Laws referred to in Article One of the Contract.

## **Article Six Domicile**

**Section 6.1** The Trust hereby created shall be originally domiciled within the State of Florida, the Constitutional Republic, a member of the Confederacy and Union of the Republic of The United States of America.

**Section 6.2** The Trust, principally administered and domiciled within the State of Florida, enjoys a "foreign situs" with respect to the United States, as the term "United States" is confined in venue in the Constitution for the United States of America of 1787, in Article I Section 8 Clause 17 and in the Laws, statutes and regulations of the United States.

**Section 6.3** With respect to Federal taxes, the Trust fits the definition of a foreign trust found in The Internal Revenue Code, Title 26 U.S.C. § 7701(a)(31) **Foreign estate or trust.**

**Section 6.4** The Trust is not administered within the venue of the United States, it is not effectively connected with the conduct of a trade or business within the United States as the term "United States" is defined and geographically limited in venue to the District of Columbia in Title 26 U.S.C. at §7701(a)(9). The Trust shall endeavor not to enter the venue of the United States.

## **Article Seven Duration**

**Section 7.1** The Trust shall expire at the end of twenty-five (25) years from the date of the Contract unless terminated sooner in accordance with the provisions of the Contract. It is recognized by the creator that the "rule against perpetuities" does not apply to the Trust; however, if the Trust is ever, within any common-law jurisdiction, reviewed by a Court of competent venue and jurisdiction with respect to the issue of remoteness of vesting, undue duration, or any similar rule and/or the applicable law has shorter requirements than the rule against perpetuities, and the Trust is found deficient under the applicable law, the shorter requirement in law shall be applicable, and that, then, shall be the intent of the creator.

**Section 7.2** The Contract shall be renewable prior to the expiration date for any reasonable term, not to exceed the original term, so long as it is deemed by the Board of Trustees and the Protector, in a unanimous vote by all, to be in the best interests of the Trust and the capital unit holders and so long as the capital unit holders are in agreement with the renewal; however, the Trustees and Protector shall have the Right of one (1) renewal without the approval of the capital unit holders. If any capital unit holder objects a second or any subsequent renewal, the

Board of Trustees shall distribute to the objecting party such portion of the Trust corpus as the capital unit holder would have been entitled to had the Trust terminated and the Board of Trustees may continue the Trust with the remaining corpus and capital unit holders.

**Section 7.3** The Trust can be terminated if it is found by a unanimous vote of the Board of Trustees, the Protector, and if all beneficiaries agree that the Trust should be terminated and the Trust corpus distributed. Upon such unanimous vote and agreement the Trust shall terminate, all assets and properties of whatever nature then comprise the Trust corpus shall be distributed to the current beneficiaries either in kind or liquidated by the Board of Trustees and then distributed pursuant to the capital unit certificate holder record. All assets and properties of the Trust shall be exchanged for the capital units.

**Section 7.4** When the Board of Trustees receives all outstanding capital units in exchange for all assets and properties then making up the Trust corpus, then the Trust shall be terminated and shall cease to operate.

**Section 7.5** All records of the Trust shall then remain in the possession of one of the Trustees for six (6) full years from the date the Trust is terminated; then all Trust records may be destroyed.

## **Article Eight Restrictions**

**Section 8.1** Nothing herein contained shall be construed to authorize the Trust to issue capital units in excess of the number herein provided. At no time shall the number of issued capital units exceed one hundred (100).

**Section 8.2** All Capital Units are non-voting. The Capital Units vest no current ownership in the Trust Corpus as long as the Trust is in existence and the receipt of a capital unit confers no authority over the administration or management of the Trust in any manner whatsoever, nor does receipt of a capital unit convey any title, legal or equitable, of the Trust corpus. Capital unit holders (beneficiaries) have no voting or corpus ownership rights.

**Section 8.3** At no time shall any Trustee, Agent, Manager, entity or party to the Trust co-mingle the Trust's assets, funds, money, or properties with their own private assets, funds, money or properties. At no time shall any Trustee, Agent, Manager, entity or party to the Trust co-mingle private assets, funds, money or properties, within any of the Trust's accounts.

**Section 8.4** All assets, funds, monies or properties exchanged into the Trust shall be warranted by the exchanger to be:

1. Lawfully and/or Legally obtained.
2. Lawfully and/or Legally owned.
3. Lawfully and/or Legally able to be exchanged into the Trust.

**Section 8.5** Unlawful or illegal activities are strictly prohibited in association with the operation of the Trust. No Trustee, Agent, Manager or other party to the Trust shall engage the Trust in any unlawful or illegal activity whatsoever or involve the Trust, as an accessory, in any unlawful or illegal activity.

## **Article Nine**

### **Capital Unit Certificate Holders (Beneficiaries)**

**Section 9.1** Trust capital units, as a convenience and for the purposes of distribution, are divided into one hundred (100) units, or fractional parts thereof. Capital Units are fully paid, non-assessable, non-taxable, non-negotiable, non-vesting, and will at all times have an indeterminable value. No periodic determination of the total value of the Trust corpus need be made and no request by any person shall cause any such appraisal or valuation thereof. The Trustees are hereby commanded to resist any such request by any Beneficiary or third Party.

**Section 9.2** A capital unit holder may not transfer any capital unit or fraction of any capital unit to any other party without the unanimous approval of the Board of Trustees and the approval of at least one other capital unit holder, or the Protector of the Trust if no other capital unit holder exists. Receipt of a capital unit of the Trust does not vest any equitable or legal title ownership in the corpus of the Trust nor to any say, power or authority in the management of the Trust.

**Section 9.3** All third parties may rely upon the list of capital unit holders as contained in Schedule "C" in all transactions with the Trustees or Agents of the Trust on behalf of the Trust. Schedule "C" is intended to represent a clear and definite means for the ascertainment of the beneficiaries of the Trust.

**Section 9.4** No capital unit shall be subject to or liable for any lawful and/or legal attachment, execution, or any other processes of attachment in or at law, in equity or under any other jurisdiction relative to a personal action against any party to the Contract. No capital unit holder has the right to encumber, hypothecate, or alienate the interest provided by the capital unit in the Trust voluntarily, involuntarily or in any other manner whatsoever except that provided for in Section 9.2 of the Contract.

**Section 9.5** The creator expressly intends that if any capital unit certificate holder of the Trust shall contest in any court the validity of the Trust, the administration or management thereof, or in any manner attempts to nullify or set aside the Trust or any of the Contract's provisions, the Board of Trustees are authorized to

defend, at the expense of the Trust, any such contest or any attack by any and all other persons challenging the validity of the Trust or any provisions of the Trust. The filing, in any court of any document evidencing a challenge to the Trust by a capital unit holder, will automatically cause the Board of Trustees to cancel and terminate all capital units assigned to the beneficiary and request the capital unit certificate be returned to the Trust. Thereafter the Board of Trustees shall divide and distribute to the remaining capital unit holders the canceled and returned units pro-rata.

**Section 9.6** A capital unit holder may waive the right to a distribution of assets, funds, money or property or Trust corpus by a waiver delivered to the Board of Trustees prior to the date when such distribution shall take place. If a capital unit holder delivers a waiver of distribution, it shall be as if such person did not hold any capital units, except that a waiver shall not extend to a distribution not specifically noted in the waiver. As to all distributions hereunder, the Board of Trustees shall be the sole judge of the date(s) during the calendar year when a distribution shall be made and of the amounts thereof. There shall be no set form for the herein mentioned waiver, a handwritten, signed and witnessed or signed and notarized document shall be sufficient. Reasons are not required to be given by anyone submitting a waiver.

**Section 9.7** Respecting all distribution rights, the percentage of a distribution due a certificate holder shall be determined by the number of capital units held by a beneficiary at the time of a declared or intended distribution.

**Section 9.8** No future benefit to a certificate holder under a Trust estate settlement shall form or constitute a portion of communal property or the joint estate of such capital unit holder but shall remain the separate and exclusive property of the specific capital unit holder; should a certificate holder be married or marry in community of property, all distributions shall be expressly excluded from that community; and if the capital unit holder is married, such distribution shall be free from the interference or control of the spouse. The Board of Trustees are expressly directed to uphold this provision by any means lawfully available.

**Section 9.9** If at the time of any disbursements from the Trust, a capital unit holder is lawfully deemed incompetent, disbursements to the capital unit holder may be made in any of the following ways as the Board of Trustees, in whose sole discretion and opinion will be most beneficial to the incapacitated capital unit holder:

- a). To the capital unit holder's spouse; or,
- b). To the capital unit holder's closest relative; or,
- c). To the capital unit holder's legal representative or guardian; or,
- d). By the Board of trustees, making direct payments for the benefit of the capital unit holder.

**Section 9.10** The Board of Trustees must act upon such evidence as it reasonably deems appropriate and reliable without liability by reason thereof in ascertaining incompetence. A written statement from a capital unit holder, lawful guardian, relative, friend, or court of competent venue and jurisdiction alleging incompetence of a beneficiary, shall be sufficient notice to the Board of Trustees for the Board of Trustees to ascertain by any reasonable means the validity of such allegation. The Board of Trustees shall have the authority to utilize an appointed guardian if one has been so delegated in the Contract or in an attachment hereto, or to appoint a guardian for an incompetent capital unit holder if deemed advisable, or to recognize a court-appointed guardian.

**Section 9.11** If it is determined that there is "income" distributable to the capital unit holders or "income" taxable to the Trust if not distributed to the capital unit holders, the Board of Trustees may, but are not required to, distribute the "income" so as to prevent the "income" from being taxable to the Trust. The Board of Trustees shall make a determination on an annual basis as to whether the Trust has "income" and/or is subject to any taxing authority and/or a particular tax and whether the Trust will be considered as simple, active or complex in accord with any tax it might be found subject to that year. If, after all distributions made each year, "income" remains, the "income" shall be deemed to be principal and allocated to the corpus of the Trust. The Board of Trustees shall make a determination as to the existence or the non-existence of distributable "income" at convenient intervals not longer than once a year.

**Section 9.12** At the creation of the Trust, all capital units shall be issued by the Board of Trustees to the creator unless in a concurrent writing the creator directs the units, or any portion of the units be issued to a designee indicated by the creator. The initial issue of capital units, future transfers and subsequent reissues of capital units shall be recorded by the Board of Trustees in the permanent records of the Trust on the date of initial and subsequent issue and the records and the capital units issued shall be conclusive proof of the proper current holder of a capital unit issued by the Board of Trustees.

**Section 9.13** All beneficiaries shall be recorded on Schedule "C", and as evidence of being beneficiaries, a capital unit(s), or fraction thereof, shall be issued by the Trust to the beneficiaries as stipulated in Article Nine of the Contract.

**Section 9.14** If a beneficiary no longer wants to be a beneficiary of the Trust for any reason whatsoever, the beneficiary may tender the beneficiary's capital unit certificate to the Board of Trustees and renounce any claim to the capital units in writing. The beneficiary shall then, by that writing, release and renounce any beneficial interest granted the beneficiary by the creator, exchanger, Trustees, or by any operation of law or under any of the terms and conditions of the Contract.

## **Article Ten Trustees**

**Section 10.1** The Trustee, along with the executive Trustees and any successor Trustees that may be added from time to time, shall comprise the Board of Trustees (herein referred to as the "Board") for conducting the affairs of the Trust. Any Trustee may appoint an additional Trustee with either the unanimous approval of the Board or the Protector's approval and the Board shall increase or decrease the number of executive Trustees as appropriate to properly administer the affairs of the Trust. The Trustees appointed, elected or succeeding at any time may be a Man, Woman, Citizen, person, corporation, trust company, another trust, a bank, the Trustees of another trust, regardless of the nature, scope, or intent of the person's functions or powers of activities.

**Section 10.2** The Trustees shall be ascertainable by a written appointment signed under seal by the creator, the first or any executive Trustee of the Trust and an acceptance of appointment signed under seal by the accepting Trustee evidencing the acceptance of the duties and obligations of the Contract as an independent Trustee. Each Trustee appointment and acceptance attachment, shall be made a permanent part of the Trust's records.

**Section 10.3** The Trustees as a Board shall hold all assets and properties of the trust in allodium, in fee simple or in the highest form of absolute free title ownership available, in joint tenancy with the Trust. Such assets and properties shall not be owned by the Trustees in a private character and capacity, but by the Trustees and in the Trust's name as fiduciaries, for the benefit of the beneficiaries and the Trust.

**Section 10.4** The Trustee, all executive Trustees, and all successor Trustees of the Trust shall maintain an independent Trustee status at all times. The Trustees shall be subject to the standards recognized in law regarding the performance of the duties on behalf of the Trust as provided for under the Common Law for fiduciaries.

**Section 10.5** No Trustees, successor Trustees or agents shall be liable for any acts committed by or the omissions of requirements by any other or prior Trustees or agents. No successor Trustee shall be privately or personally liable for any act or the omission of any act required of a Trustee's predecessor. With the approval of the Board, a successor Trustee may accept the accounts rendered and the assets and property received as a full and complete discharge to the predecessor Trustee without incurring any liability for doing so.

**Section 10.6** Upon the death, resignation, or removal of a Trustee, a successor Trustee will be appointed or elected by unanimous approval of the Board of Trustees or appointed by the Protector. Should the entire Board of Trustees become vacant, the successor Trustees shall be automatically appointed as the Trustees of the Trust.

**Section 10.7** The Trustees shall, jointly, exercise exclusive control of the Trust's assets and properties and shall have the power to appoint others as necessary to help with the administration and management of the Trust's assets and properties. The Trustees shall, jointly, hold office and, unless otherwise stated, exercise exclusively the control of the Trust's affairs. All actions and decisions on the part of the Trust shall be made by the Trustees, unanimously agreeing in a voting, and at all times acting in the exercise of the powers of a Trustee when dealing with the corpus of the Trust or while working within the Trust Contract.

**Section 10.8** The Trustees may apply or disregard the principle of investment diversification or the establishment of reserves for depreciation and depletion.

**Section 10.9** A Trustee may be removed from office by the sole action of the Protector only upon cause. The grounds for the removal may be kept confidential, disclosed only to the remaining members of the Board. In the case of the removal of an independent Trustee, the only other person who can be appointed in the stead thereof shall be another independent Trustee.

**Section 10.10** If a Trustee resigns or is removed from office, the Trustee will sign, or cause to have signed, and submit a resignation of trusteeship and the resignation of trusteeship shall be made a permanent part of the Trust records. No Trustee shall resign, if the trustee is the last remaining Trustee, until a successor Trustee can be found, is appointed and accepts the appointment. The Trustee's resignation shall be maintained in the Trust's records. Any third party to whom the resignation is shown may rely upon the validity of that document as the true state of affairs with respect to the Trust. A resigning Trustee shall promptly deliver all Trust property in his care, custody or control; i.e. instruments, assignments, transfers and all other instruments as may be reasonably required for fully vesting in the successor Trustee all Trust corpus including the entire estate, all right, title and interest, legal and equitable, in all assets and properties held as trust corpus. Every successor Trustee shall have all the powers given the originally appointed Trustee and the resigning Trustee agrees to execute all documents necessary to continue the proper operation of the Trust.

**Section 10.11 Trustee Powers:**

a). The Trustees have all the Rights, Liberties, Powers and Immunities of men, the Trustees are entitled to do all things any lawful man may do in any State, Country or Nation. The Trustees shall not have any general powers. The Trustees shall have all the powers and authority delegated by the Contract, the powers and authority recognized by Law and the powers and authority necessary to carry out the intent and purpose of the Trust. The Trustees shall be subject to the lawful discharge of the fiduciary obligations created thereunder. The Trustees shall have the following specific powers, authority and discretions in addition to those conferred by law unless otherwise specifically restricted by the Contract or by any irrevocable minutes, hereafter made a part of the Trust Contract.

b). The Trustees have the power to determine and allocate



what is principle (corpus) and what are receipts; to distribute principle or receipts; and, in all ways lawful, unless restricted by the Trust Contract, to operate the Trust; and to apportion and allocate expenses and other charges against either receipts or principal as determined by the Trustees.

c). **Banking:** The Trustees shall authorize one or more of the Trustees, or duly appoint an agent or manager, to obtain and maintain any credit necessary for the effective operation of the Trust. The Trustees shall authorize one or more of the Trustees, or duly appoint an agent or manager, to act as signatory for the Trust for all banking; i.e., checking, savings, money market accounts etc. and for all safe deposit boxes, wherever they may be situated. The Trustees are authorized to exercise a general lending and borrowing power and to make or to receive loans to or from any person without regard to interest rate, collateral or security. The Trustees shall appoint one or more of the Trustees or duly designate an agent or manager to act on the Trustees behalf by a written delegation of all powers and authority necessary for the designated agents or managers to lawfully act on behalf of the Board of Trustees.

d). **Brokerage:** The Trustees shall have the power to buy, sell or trade in securities of any nature whatsoever in any country. The Trustees shall have the power to engage in short sales on margin. For investment purposes the Trustees may open investment accounts, maintain and operate margin accounts with brokers, and invest and reinvest in stocks, bonds, mutual funds, notes or mortgages on property. The aforementioned investments may be made, in or outside The United States of America. The Trustees may execute, grant, and in all ways participate in options on the same; to invest or participate in common trust funds established by any bank, trust company, or life insurance company; to purchase fixed or variable annuities or life insurance contracts; to invest in or sell options, or commodities for cash or on margin, or derivatives of any investments; and to disregard the principal of investment diversification. The powers herein delegated shall be exercised by agents of the Trust or by the Trustees.

e). **Business:** The Trustees have the power to enter into or have created additional Trusts; to incorporate, enter into partnerships, associations or joint ventures; to execute covenants, agreements, contracts or credits; to create servitudes that will establish and maintain reserves for depreciation; to deal with or secure patents, copyrights, trademarks or the like; to create or purchase, continue, operate, manage, sell, liquidate or abandon as worthless any business or business interest that the Trust creates, acquires or that becomes part of the Trust's corpus on any State, Federal or International basis; to engage the Trust in any business or business activity which is lawfully carried on as a matter of Right or privilege; to take whatever steps deemed viable to effectuate the organization or dissolution of trusts, corporations, or other entities as the Board deems necessary; and to hold an undivided or fractional interest in any businesses or business entity, at the complete and total discretion of the board of Trustees.

f). **Real Estate:** The Trustees have the power, in any State, Country or Nation, to purchase any Private Property or Real Estate whatsoever, residential or commercial, improved or unimproved, productive or unproductive; to hold

absolute title in an undivided interest, to purchase, manage, sell, exchange, deed, convey, assign, hypothecate, invest in, loan on, borrow against or grant options on property owned by the Trust; to deal with title and title insurance problems on all property owned by the Trust; to pledge Trust corpus to secure loans; to lease property; to rent property; to make improvements, modifications and alterations to property of the Trust; to demolish improvements; to abandon as worthless; to subdivide; to encumber; to partition; to adjust boundaries; to grant easements and rights of way or impose conditions and restrictions; to dedicate for public use, and to release the same; to seek zoning, rezoning, and variance of nonconforming use permits; and to continue mortgage investments after maturity either with or without renewal or extension on any property that becomes the Trust's corpus and, thereby, comes under the control of the Trustees.

g). **Insurance:** The Trustees have the power to obtain and carry insurance of all kinds, life (either fixed or variable), health, accident and disability on any beneficiary or on anyone in whom the Trust has an insurable interest; additionally, the Trust may secure the following insurance on any asset, business or property interest the Trust may acquire an insurable interest in or on, including, but not limited to, (a) life, (b) income replacement, (c) personal liability, (d) fire, casualty and flood, (e) property damage and extended coverage, (f) property title insurance, (g) health and accident and (h) full automobile coverage for any parties to the Trust and the beneficiaries including anyone in whom a capital unit holder has an insurable interest in. All insurances shall be obtained and paid for by the Trustees.

h). **Treatment of various Assets, Properties and Businesses:** The Trustees have the power to purchase any lawful asset, business or property; to care for, maintain, repair, and improve any asset, business or property of the corpus of the Trust or abandon as worthless any such asset, business or property; to distribute in kind, or in a divided or undivided interest; and to buy, sell, or hypothecate, gold, silver, diamonds and other precious or semi-precious stones, metals, or any collectibles including but not limited to: coins, antiques, stamps, etc. owned by the Trust and under the control of the Trustees.

i). **Workers:** The Trustees have the power to contract with executive trustees, managers, agents, private workers, consultants, caretakers, or servants of any nature and to delegate to the executive trustees, managers, agents, private workers, consultants, caretakers, or servants the necessary powers and authority for the performance of all services required by the Trustees.

j). **Administration/Termination:** The Trustees have the power to administer the Trust by all lawful means, including, but not limited to: change, diversify, distribute or otherwise administer the Trust and to terminate the Trust with the unanimous approval of all current beneficiaries, the Protector and the current Board of Trustees.

k). **Amendments:** The Trustees have the power to amend the Contract with appropriate minutes, duly recorded in the permanent records of the Trust, in order to better carry out the intent and purpose of the Trust, or in order to conform to

or comply with any law, rule, regulation, or order of any Lawful government body promulgated in comportment with the Constitutions set forth in Section One of the Contract that maintains Sovereign character under the recognition standards found in the Law of Nations of 1757 and that the Trust becomes subject to, provided, however, that any such amendment be not inconsistent with the basic intent and purpose, nor in degradation of the fiduciary obligations to the capital unit holders of the Trust. Any amendment to the Contract must be by resolution, carried unanimously, recorded in the minutes of the Trust's records and, if such amendment is to be irrevocable, it must be so stated and thereafter shall be a permanent part of the Trust Contract upon the unanimous approval of the Board of Trustees.

l). **Notwithstanding** any other provisions in the Trust Contract or any minutes of the Trust, no power shall be exercised, no actions regarding the Trust shall be taken except upon the unanimous consent of the entire Board of Trustees.

m). **Disclaimer Provision:** Notwithstanding the foregoing provisions, the Trustees serving hereunder do have and shall exercise the right, by a written instrument, to disclaim, release or renounce, at any time and from time to time, any power or authority granted a Trustee by law or under the provisions of the Trust Contract provided, however, that no such disclaimer, release or renunciation shall be binding upon any successor Trustee, unless the successor Trustee shall similarly disclaim, release or renounce such power or authority, in writing to the Board of Trustees.

#### **Section 10.12 Meetings**

a). **General and Special Meetings--**By a regular act of the Trustees, meetings may be provided for at stated intervals once published by notice to all parties and thereafter without notice on the published dates. General meetings may be held on a specific date with three (3) days written or telephonic notice to the Trustees and the Protector. Special meetings may be called any time by any Trustees upon twenty-four (24) hours verbal, telephonic or fax notice to the all Trustees and any Agents requested to attend. Beneficiaries may, but are not required to, attend any meetings; however, beneficiaries shall only be notified of such meetings if they specifically request to be notified by a writing from the Beneficiaries to the Board. Thereupon, the Board shall notice the Beneficiary when it notifies the Trustees, and other parties to the Contract. At any regular or special meeting, the Trustees and Agents present in person or by telephonic conference shall constitute a quorum for conducting the activities of the Trust.

b). No one, other than the Trustees, shall have the authority to request the Board of Trustees hold any regular or special meetings, and the Trustees are specifically required to disregard and resist any external pressures to hold meetings.

c). Neither the Trust any attachments, schedules, minutes, or any other instruments, documents, records, bank accounts, nor any other written information dealing with the internal affairs and operations of the Trust shall be disclosed

to any third party, except upon formal written approval of the Board of Trustees given at a regular or special meeting of the Board of Trustees.

## **Article Eleven Trust Protector**

**Section 11.1** The creator of the Trust may appoint a Protector of the Trust. If a Protector is originally appointed and thereafter resigns, a successor Protector shall be appointed by a unanimous vote of the Board of Trustees.

A Protector shall always be a party to the Contract if appointed originally by the Trust's creator. The Protector shall be a party to the Contract and member of the Trust, however, the Protector shall not be a member of the Board of Trustees, and shall have only the following powers:

**Section 11.2** The Protector shall (1) effect the removal of any of the original trustee(s) and successor(s) for good cause shown.

**Section 11.3** If only one Trustee remains a Trustee of the Trust, the Protector and the remaining Trustee may appoint a Trust record keeper or custodian of the Trust's records. The Trust record keeper or custodian need not be a Trustee of the Trust or the Protector of the Trust and may be an Agent acting in any other capacity or may be someone not associated with the Trust as a party to the Trust Contract.

**Section 11.4** The Protector shall also, when needed, in accordance with Article 20 of the Trust Contract approve the selection of two (2) independent parties, chosen by the Protector and approved by the Trustees, who shall constitute a committee of arbitrators for the purpose of resolving any deadlocks or disagreements between members of the Board of Trustees. The two arbitrators voting as one, the Protector voting as one, and the Board of Trustees voting as one, shall vote on any matters of dispute and a majority vote shall decide the issue.

**Section 11.5** The Protector of the Trust may, at any time, resign by delivering to the Board of Trustees a letter of resignation. However, the Protector may not resign until a new Protector is chosen, appointed and has accepted the position of the Protector, with the Trustee(s) having received a signed written acceptance. The written resignation of the Protector and the new Protector's appointment, agreement and acceptance shall be maintained by the Trust record keeper in the Trust's permanent records. Any third party to whom the acceptance or resignation is shown may rely upon the validity of these documents as the true state of affairs with respect to the Trust.

**Section 11.6** The Protector shall have no other powers.

## **Article Twelve Agents and Managers**

**Section 12.1** The Board of Trustees may elect, appoint, contract with or hire executive trustees, agents, managers, private workers, consultants, caretakers and others as the Board may deem expedient for proper administration of the Trust. All agents or managers may hold assets, funds, money, or property of the Trust for specific purposes or to manage the same. Any agent may hold two or more positions simultaneously with such duties and functions as they are assigned.

**Section 12.2** All Agents and Managers of the Trust shall be delegated the necessary powers and authorities to carry out the duties prescribed by the Board of Trustees.

**Section 12.3** In the construction and administration of the Trust, the express wording and provisions of the Contract and the attachments to the Contract are to prevail. The Trustees, and all appointed by the Trustees or under contract to the Trust, shall use just and wise discretion within the express provisions of the Trust Contract, the attachments and minutes to guide the affairs of the Trust. However, the provisions set forth in the Contract, attachments and minutes as created and adopted by the Board, and interpreted from time to time by additional amendments and resolutions recorded in the minutes of the meetings, shall serve as the governing instruments of the Trust and for the actions of the Board of Trustees.

## **Article Thirteen Trust Counsel**

**Section 13.1** Immediately after the appointment of the Board of Trustees is complete, with a minimum of three (3) Trustees appointed, accepting and serving, a Trust Counsel shall be appointed, elected or hired. Whatever arrangement is made to acquire a Trust Counsel shall be in writing and the arrangement shall become a permanent part of the Trust's records.

**Section 13.2** The Trust Counsel shall accept appointment by written acceptance. The acceptance document shall become a permanent part of the Trust's records.

## **Article Fourteen Third Parties**

**Section 14.1** All third parties including but not limited to; banks, brokerage firms, lending institutions, insurance or trust companies and all others who may conduct transactions with, for, or on behalf of the Trust, may require assurance of the validity of the Trust, the current acting Trustees of the Trust and of the authorities and powers lawfully exercised by the Trustees. A Memorandum of Trust may be used for this purpose. The memorandum of Trust shall be signed and certified by one of the Trustees

and an accurate copy thereof entered in the records of the Trust by the Trust record keeper.

**Section 14.2** All third parties may rely upon the Memorandum of Trust as being a true and accurate account of the state of affairs of the Trust regarding the authority and powers of current Trustees. Third parties shall not be subject to any duty to inquire into the authority for or propriety of any action taken, or purported to be taken, for any omissions made, or for anything contemplated by the Trustees of the Trust. Third parties may fully rely upon any written instrument evidencing action taken by the Trustees as recorded in the attachments and minutes of the Trust or the Memorandum of the Trust. All written action by the Trustees shall be binding upon the Trust and the assets and properties of the Trust as fully as if such action had been specifically granted and approved in the Trust instrument.

**Section 14.3** A further purpose of this section is to protect the privacy and confidentiality of the other portions of the Trust instrument from the prying eyes of outsiders.

**Section 14.4** All third parties, as recognized in the principal espoused in Florida Statutes 737.405, are protected when dealing with a Trustee or Agent of the Trust. Any third party assisting a Trustee or any authorized Agent in the conduct of a transaction with the Trust, is not bound to inquire whether the Trustee or Agent has the authority or power to act or is properly exercising that power, neither is he bound to inquire into the inner workings of the Trust. The Third Person may assume that the Trustee or Agent has the authority and power claimed and is exercising the power or authority properly.

## **Article Fifteen Governing Power**

**Section 15.1** This Contract shall be construed and regulated under the freedoms of Natural Law--those espoused in God's Word The Holy Bible, the Magna Charta, the Law of Nations, the common and general law of The United States of America the Constitutional Republic, the common and general laws of the State of Florida the Constitutional Republic. That are in comportment with the Constitutions enumerated in Article One of this Contract. Trust's proper venue and jurisdiction for any action at law shall be only courts operating in full judicial capacity, at law, under Article V of the Florida Constitution of 1838 or Article III of the Constitution for the United States of America 1787 and the Laws made pursuant thereof.

## **Article Sixteen Offense Posture to a Challenge**

**Section 16.1** The Trustees are hereby required to take an offensive position against anyone challenging or otherwise interfering with the free operation of the Trust. In all cases whatsoever, when anyone or anything is interfering with the Contract's

execution, or intimidating or interfering with the parties to the Contract in the discharge of their fiduciary obligations hereunder, an offensive posture against such persons shall be assumed by the Board. Civil Actions at Law or lawsuits and/or criminal prosecution(s) shall be instituted within a reasonable amount of time against anyone or anything that in any way negatively effects the operation of any of the terms and conditions of the Trust Contract or against whoever attempts to threaten, intimidate, obstruct or in any way hamper or prevent the Trustees or Agents of the Trust from the free exercise of inalienable constitutionally secured Rights, in the administration of the Trust or in the discharge of the obligations assumed by Agents and Trustees of the Trust.

**Section 16.2** Additionally, such interference or intimidation can be a cause for an Action at Law or a civil action pursuant to Title 42 U.S.C. Sections 1986, 1985, and 1983 or a civil trespass tort.

**Section 16.3** Any interference or intimidation with the Liberties, Rights, privileges, immunities or the fulfillment of the obligations of the Contract lawfully enjoyed by the Trustees and Agents of the Trust is unlawful and can constitute a felony criminal activity pursuant to which, upon conviction, can subject one to incarceration and/or fine.

## **Article Seventeen Contract Survival**

**Section 17.1** If any article, section or sub-section of the Contract is challenged lawfully and found to be unenforceable, through any operation of common law, or for any lawful reason whatsoever, such shall only apply to that particular article, section or sub-section and shall not in any way invalidate the Contract nor terminate the Trust. The Contract, the Trust created by it, and all its remaining provisions shall at all times remain in full force and effect.

**Section 17.2** In the event any disagreement, dispute, or controversy ensues among the parties to the Contract or any challenge is made as to lawful nature of the Contract, it must be substantively and procedurally adjudicated in a common law Court operating under Article III of the Constitution for the United States of America (1787) as a Judicial Court at Law (Federal), or under Article V of the Constitution of Florida (1838) as a Judicial Court at law (State of Florida). No other jurisdiction shall be recognized by the Contract or the Trustees as competent venue and jurisdiction to resolve disputes between the parties thereto. The parties thereto are to demand all of Their Rights, Liberties, Privileges and all the Immunities of free men at Law at all times and waive none. They shall invoke all Their perfect Rights and Liberties as Lawful Men, including, but not limited to, those Rights and Liberties specifically secured to them under the Constitutions of Florida (1838) and for The United States of America (1787). Specifically they shall, for every issue so triable, demand the Right to a Trial by Jury.

**Section 17.3** If any article, section or sub-section of the Contract is found to be unenforceable or lawfully void, negotiation shall be held with the accusing

third party. The unenforceable clause shall either be revised or deleted when agreement is reached between the Trustees or appointed Agents and the accusing third party in good faith.

## **Article Eighteen Judicial Instructions**

**Section 18.1** No Judge of competent jurisdiction need look further than the four corners of the Contract and the accompanying attachments, minutes, contracts, agreements or other written instruments to interpret the intent and purpose of the Trust or for any other lawful reason whatsoever, and the said Judge, being directed to service and labor as a representative of the People, is hereby commanded to uphold and enforce the Contract by strict construction, in its entirety, article by article, section by section, and word by word.

**Section 18.2** Every Judge adjudicating any matter concerning the Contract is commanded to take judicial notice of his duties and obligations to the People, being directed by them to service and labor by them, to uphold the Constitution for the United States of America (1787) or the Constitution of Florida (1838) and, thereby, to secure the Liberties, Rights, privileges and immunities of the parties to the Contract through the obligation of their oath of office.

## **Article Nineteen Specific Lawful Demands**

**Section 19.1** In accordance with Article I §8 Clause 5 and Article 1 §10 Clause 1 of the Constitution for the United States of America (1787), Money of the United States of America must be backed with gold or silver. Money of other Countries must also, likewise, be backed by gold or silver to be in fact "Money." To the extent possible, everything done by or on behalf of the Trust by the Trustees or Agents, acting in their fiduciary capacity, shall be done with money of The United States of America or money of any other Country that it so deals with, and such money must be backed by proper substance, either being gold or silver.

**Section 19.2** Most Countries in the world today are bankrupt and are unable to honor their obligations pursuant to the Law of Nations. They are operating under a bankruptcy with a "fiat money" or a "currency" without any substance backing it. The Trustees and Agents of this Trust hereby warrant the fact that they are not merchants and traders in Federal Reserve Notes nor do they utilize Federal Reserve Notes or any other "fiat money" as Money. The Trustees, Agents and other parties to the Contract, understand that the Trust is going to have to, from time to time, use paper "fiat money" of the United States or other countries it deals with, and they do so with explicit reservation of all their rights without prejudice towards any of them. Such notes or "fiat money" may be used only if there is no reasonable alternative in the interaction between this Trust and certain other entities, persons or people.



**Section 19.3** The Trust is not bankrupt, it is not a proper party to a bankruptcy, it does not participate in any nation's or corporation's bankruptcy. The Trustees hereby specifically disclaim any obligation to any payment to be made to, by, or on behalf of, a bankrupt creditor, be it a nation, corporation, government, state, or national or international entity.

## **Article Twenty Administration and Expenses**

**Section 20.1** The Trustees shall pay out of the Trust funds only those expenses actually incurred in the administration, management, conservation, maintenance and protection of the Trust's assets and properties, including, but not limited to, the following:

- a). Reasonable compensation to all trustees, agents or managers, consultants, caretakers or others under contract with and providing services, articles, or utilities to the Trust;
- b). Expenses in the operation, maintenance, cleaning, repairing and otherwise caring for the assets and properties of this Trust;
- c). Expenses in the procuring of necessary supplies, equipment and materials in behalf of this Trust, either by purchase, lease, rental or otherwise;
- d). Payment of any taxes lawfully owed by the Trust. The payment of charges, assessments of license fees, permits or zoning variances in behalf of the Trust assets and properties. Payment for licenses, bonds, etc. for any party to the Contract while providing services to the Trust;
- e). Payment of insurance premiums with respect to any policies owned by, or provided to any party to the Contract on behalf of, the Trust;
- f). Payment of legal, bookkeeping, accounting and other professional services provided to the Trust while providing services to the Trust;
- g). All ordinary or reasonable, and necessary expenses in caring for this Trust, its assets and properties.

## **Article Twenty-One Deadlocks and/or Disagreements**

**Section 21.1** In the event of a deadlock, disagreement, impasse or confusion as to the meaning or application of any part of this Contract and its attachments and minutes, which cannot be resolved otherwise, the Protector of this Trust, may convene a committee of arbitrators to determine a solution. This committee

shall consist of two (2) persons, independent of the Trust, appointed by the Protector of the Trust, with the Protector having the final determination thereof. This committee shall have the power, upon investigation, meeting, and two-thirds (2/3) of the votes, to decide the issue (all Trustees voting as one (1) in this vote, the arbitrators voting as one, and the Protector voting as one). All such decisions of the committee shall be binding. All decisions based upon the majority vote shall be binding and conclusive upon all the parties to this Contract.

**Section 21.2** The costs of the mediator will be divided equally between the Trust and the contracted party. All costs for litigation will be borne by the independent parties thereto.

**Section 21.3** If, after meeting with the mediator, the matter cannot be resolved, then the matter will be decided in a trial by jury brought before a Judicial Court of Florida, or a Judicial Court of The United States of America, wherever venue and jurisdiction dictate.

**Section 21.4** Should any event occur wherein the Trust has entered into a contract with a third party, there should be included in the body of that contract a clause indicating that should a dispute arise between the parties, an independent mediator will be called upon to meet with both the Trustees, all agents of the Trust acting in whatever capacity, and the third parties involved and all such will endeavor to come to an amicable resolution to the matter.

## **Article Twenty-Two Distribution of Trust Income or Corpus**

**Section 22.1** The Trustees may accumulate for the Trust corpus or distribute to any capital unit holder such portions of the property received by the Trust or out of the corpus of the Trust as the Trustees deem necessary for the support, care, maintenance, education, medical expenses or emergencies of the capital unit holders or their children. This is allowed by the creator and is the creator's intent; however, such disbursements shall be made by sole discretion of the Board as to on what occasion and in what amount.

**Section 22.2** The Trustees shall have the power to make available the Trust's assets and properties, in whole or in part, to qualified third parties for assessment or valuation prior to a disbursement to establish the fair market value of any portion of any property or asset of the Trust prior to any distribution.

**Section 22.3** The Trustees may convert any Trust property or asset, or any portion thereof, into money or cash and distribute the net proceeds to the capital unit holders if that would be in the best interest of the capital unit holders.

**Section 22.4** Respecting all distributions, the percentage of any distribution due any capital unit holder shall be determined by the number of capital units

held at the time of distribution.

### **Article Twenty-Three Beneficial Enjoyment**

**Section 23.1** Each distribution, whether a payment of property received by the Trust or a distribution from Trust corpus, or any other action affecting the beneficial enjoyment of the property of the Trust, shall be approved and exercised only by the Board of Trustees acting unanimously as independent Trustees, that is, by Trustees of whom it can be said that they are not a subordinate party subservient to the wishes of the creator, the beneficiaries of the Trust or any duly appointed agents of the Trust.

### **Article Twenty-Four Charitable Contributions**

**Section 24.1** The Trustees of the Trust are authorized to make contributions or gifts for religious, charitable, scientific or educational purposes, for the prevention of cruelty to children, the elderly or animals, or for the preservation of the environment. All Charitable contributions shall be made by unanimous decision of the Board of Trustees.

**Section 24.2** Any and all persons may add properties or assets they have lawfully obtained, lawfully own and currently lawfully possess the authority to transfer their interest in to the Trust by gift, exchange, will or deed with the consent of the Board of Trustees and the acceptance of such assets or properties by the Board of Trustees.

**Section 24.3** No assets or properties obtained by unlawful methods or illegal means may ever be received by the Trustees for any reason whatsoever.

### **Article Twenty-Five Beneficiary Protection Provisions**

**Section 25.1** The Contract and attachments, minutes and capital unit certificates, limit the assignability of the capital units. To the full extent permitted by law no capital unit issued, by the Trust to a Beneficiary, pursuant to the Contract shall be subject to any voluntary or involuntary assignment, alienation, pledge, attachment, encumbrance, or to the claims of any creditors or judgments brought against any capital unit holder by any legal or lawful process. The Trust shall hold all assets and properties in the name of the Trustees and the Trust and no property or asset shall be subject to the personal liability of the creator, trustees, capital unit holders or of any Agent of the Trust. No attachment, execution, garnishment, sequestration or other type seizure of any capital unit under any legal, equitable or lawful process shall be recognized by the Trustees of the Contract. The interest of a beneficiary in principal or property shall not be subject to the claims of any spouse for alimony, child support or settlement, or to any

legal process regarding divorce proceedings unless stipulated in writing by the creator or in a subsequent writing by unanimous action of the Board of Trustees and the Trust Protector.

## **Article Twenty-Six Accounting**

**Section 26.1** The Trustee or any appointed Agent delegated as record keeper shall maintain all the instruments, documents and accounts of the Trust. The record keeping function may be delegated to a bookkeeper or accountant outside of the Trust. The capital unit holders shall have the right to inspect any instruments, documents, or accounts of the Trust at a reasonable time, upon written notice to the Trustees. The Trustees are not required to, and need not make, any formal accounting to or the capital unit holders, except upon written demand approved by the Board of Trustees. The Trustees may, however, render an accounting to the capital unit holders from time to time.

## **Article Twenty-Seven Bond**

**Section 27.1** No Trustee shall be required to give bond or surety, obtain letters of authority from or the approval of any court in the exercise of any power take an oath or affirmation or provide to the Trust or authority, other security unless the Board of Trustees, by appropriate minute, shall require such. The creator expressly waives compliance by Trustees with any law now or hereafter in effect requiring any legal qualifications, administration or accounting experience, or any requirement that the Trustees be qualified by any government, de jure or de facto, or instrumentality thereof, licensed, or otherwise qualified or appointed by a court of competent jurisdiction.

**Section 27.2** If the Board of Trustees ever requires any bond, surety or oath in the future for any reason, the Trust shall pay the premium or cost of such bond or insurance and establish the oath and shall, themselves, serve under the same requirements.

## **Article Twenty-Eight Insurance**

**Section 28.1** The Trustees are empowered to obtain, receive and hold insurance policies on the life of any person the Trust has an insurable interest in. If a policy is to be exchanged into or acquired by the Trust, the Trust shall become the sole owner of and designated the beneficiary of the policy. No person who is the insured under the policies shall possess or retain any interest whatsoever in any dividends or other payments derived from such policies while they continue in effect.

**Section 28.2** The Trustees do have and shall exercise the power to carry insurance of all kinds including but not limited to; life (fixed or variable), health,

accident and disability policies on any beneficiary or anyone in whom the Trust has an insurable interest. Additionally, the Trust may secure the following insurance on anyone, any asset, or any property or business interest the Trust may have an insurable interest in or on, including, but not limited to, (a) life (b) income replacement, (c) personal liability, (d) fire, casualty and flood, (e) property damage and extended coverage, (f) property title insurance, (g) health and accident and (h) full automobile coverage for various parties to the Trust and the beneficiaries of the Trust, or on anyone in whom a capital unit holder has an insurable interest or any other person or the Law allows the Trustees to obtain insurance for in the name of the Trust.

## **Article Twenty-Nine Legal Issues**

**Section 29.1** The Trustees of the Trust are hereby directed to notice any person or legal entity that it deals with, or that the Trust purports to deal with in any manner whatsoever, that it is a lawful identity equal to that of a Lawful Man. The Trustees and Agents shall exercise all Liberties and perfect and imperfect Rights at all times and the Trustees are directed to waive none when dealing within the Trust contract.

## **Article Thirty Death, Insolvency, Bankruptcy and Treatment of Creditors**

**Section 30.1** The death, insolvency, bankruptcy, or attachment by lien or levy by any creditor affecting any capital unit holder or the transfer of a certificate by sale, gift, devise or descent as allowed upon the unanimous approval of the Trustees and the Protector shall not operate as a dissolution of the Trust or in any manner affect the Trust operation [possession of capital units shall not entitle the holder to any legal or equitable title in or to the properties or assets of the Trust, nor any undivided interest herein, nor in the management thereof]. The death of a capital unit holder does not automatically entitle his or her heirs or legal representative to demand any portion of, or a division and distribution of, the assets and properties of the Trust; however, any said successor approved by the Board of Trustees may succeed to the same distributional interest as the original capital unit certificate holder.

**Section 30.2** Any certificate holder may file a request with the Board of Trustees requesting He specify the disposition of the capital unit certificate held by said certificate holder upon His death or dissolution of the said certificate holder. Such request shall be considered in the same manner as other requests for transfers. If, upon the death or dissolution of any certificate holder, there is contained in the minutes of the Trust an approved transfer to take place, then upon notice and proof of such death or dissolution to the Board of Trustees, and the receipt of the capital unit certificate from the estate of the deceased or dissolved entity by the said Board of Trustees, the Board of Trustees shall note the transfer in the records and issue a new certificate according to such approved transfer. If no such approved transfer exists, transfer of a certificate by a deceased certificate holder shall be according to the written direction or will of the deceased capital unit holder.

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## **Article Thirty-One Privacy and Proprietary Information**

**Section 31.1** The Contract creating the Trust and all corresponding instruments, is a privileged contract communication. The Contract is protected by the privacy clauses in the Constitution of the State of Florida of 1838 and the Constitution for the United States of America of 1787. The purpose of this section is to protect the privacy and confidentiality of the Trust instrument from the prying eyes of outsiders.

**Section 31.2** The creator demands, the law allows, and all parties to the Contract, including the Trustees, Agents, Beneficiaries, the Protector, and all other parties to the Contract, agree that all operations of the Trust are confidential and are of a proprietary nature and that privacy shall at all times be maintained. This is consistent with Article 13 §13.2 of the Contract.

**Section 31.3** Neither the Trust Contract itself, nor any of its attachments, schedules, minutes, or any other instrument, document, record, bank or brokerage account, nor any other written information dealing with the internal affairs, or operations of the Trust shall be disclosed to any third party, except upon formal written approval of the Board of Trustees given at a regular or special meeting of the Board of Trustees.

**Section 31.4** Anyone requesting a copy of the Contract must sign a non-disclosure and non-compete Contract and agree not to disclose the information contained therein for any reason other than those agreed to in the writing between the third party and the Trustees of the Trust.

## **Article Thirty-Two Seal**

**Section 32.1** The Trust may design or acquire a seal, the seal will be the official Trust Seal to be affixed to all appropriate instruments executed by the Board. The Trustees shall make the decision as to design and content of the seal, if used.

## **Article Thirty-Three Neutral Character of Trust**

**Section 33.1** The Trustees and Agents of the Trust, acting in their respective representative capacities, shall at all times maintain a Neutral Character to THE UNITED STATES GOVERNMENT, THE STATE OF FLORIDA and any other de facto entities, State, Federal or International.

**Section 33.2** At no time shall the Trustees and Agents of the Trust, while acting in their respective representative capacities, maintain a belligerent position to THE UNITED STATES GOVERNMENT, THE STATE OF FLORIDA or any other de facto entities, State, Federal or International.

**Section 33.3** At no time shall the Trust construe itself an enemy to either THE UNITED STATES GOVERNMENT or THE STATE OF FLORIDA or do anything to identify the Trust as an enemy of the aforementioned or do anything to come within the people or persons described in "The Act" of October 6, 1917, ch. 106, 40 Stat. 416, which generally appears as the Trading With the Enemy Act which is codified in 50 U.S.C.S. Appx. §§1 et seq., as amended.

### **Article Thirty-Four Special Instructions**

**Section 34.1** Special Instructions, if any shall be listed as "Exhibit Five".

### **Article Thirty-Five Certification and Acknowledgment**

**Section 35.1** The Contract, offer made by the creator to and accepted by the Trustee, the sum of Twenty-One Dollars (\$21.00) of gold or silver coin, Money of The United States of America, the Constitutional Republic, as good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, thereby, settles the Contract.

**Section 35.2** The creator then offered to exchange to the Trust certain assets and properties in a bargain for the capital units of the Trust, the bargain is neither a gift or a sale, all the assets and properties, regardless of nature or source, are hereby transferred to the Trust with full legal and equitable title to be held by the Trust through its Board of Trustees.

**Section 35.3** The Trustee thereby accepts the position as the Trustee by signing an acceptance of appointment under His seal and thereby certifies the acceptance of the consideration settling the Contract. The Trustee thereby accepts all assets and properties making up the Trust Corpus, pursuant to the Contract evidenced herein, and, on behalf of the Board, acknowledges receipt of the above assets and properties. Further, the Trustee thereby offers as good and valuable consideration all one hundred (100) capital units, receipt of which is acknowledged, as full and adequate consideration in money or money's worth by the creator.

**Section 35.4** In the construction of the Trust, and in the administration thereof the express wording and provisions of the Contract and attachments to the Contract are to prevail. The Trustees, and all other parties to the Contract appointed by them or under contract to the Trust, shall use just and wise discretion within the expressed provisions of the trust contract and its attachments and minutes to guide the affairs of the Trust. However, the provisions set forth in the Contract, attachments and minutes as created and adopted by the Board, and as interpreted from time to time by the amendments and resolutions recorded in the minutes of the meetings, shall serve as the governing instruments of the Trust and of the


actions of the Board of Trustees.

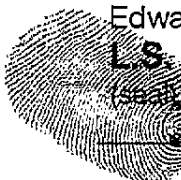
**Section 35.5** Specific definitions of words shall be as found in Article Two of this Contract and construed in such a manner as to best benefit the Trust and the beneficiaries of the Trust.

**In Witness Whereof**, the creator and the Trustee, by each subscribing signatures under seal, below, do hereby acknowledge the settlement of the Contract, the creation and establishment of the Trust, and the acceptance of all assets and properties now comprising the Trust corpus. Acknowledgment of delivery and certification of the acceptance by the Trustee of the assets and properties which make up the corpus of the Trust, and acceptance of the obligations and duties as herein contained and the Trustee's agreement to all the terms and conditions imposed as expressed in the Contract creating the Trust.

The intent of the Contract is to be found in the essence of the Contract.

Executed on this the 7th day of June, 2002 A.D.

Trustee:  
Kevin Peter Carmel, a lawful man  
 *Kevin Peter Carmel*  
(Signature)

creator:  
Edward William Raabe, Jr., a lawful man  
 *Edward William Raabe, Jr.*  
(Signature) *Creator*

The below listed witnesses, hereby certify that they have witnessed the subscribing of the signatures of the creator and the Trustee on this page. They have not read, nor do they comment on, the contents of this instrument.

*Ann M. Raabe*  
Witness  
*[Signature]*  
Witness

*Ann M. Raabe, Volusia, FLA.*  
Printed Appellation of Witness\Location  
*Vincent J. Pezzino Pan Branch County, Fla.*  
Printed Appellation of Witness\Location





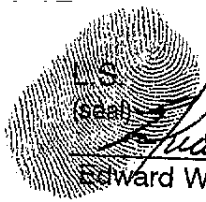
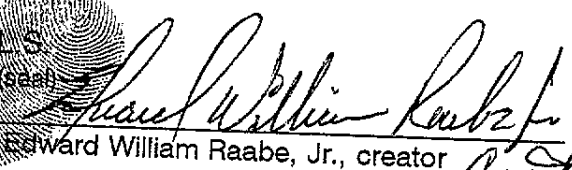
# Certification and Acknowledgment of the Creation and Establishment of New Beginnings Construction Services

Know All Men By These Presents, that this Contract, offered and accepted, is made and entered into by and between the creator and the Trustee listed below. The creator offered in exchange for the sum of Twenty-One Dollars (\$21.00) of gold or silver, money of the Republic United States of America, in hand paid, as good and valuable consideration, and all properties, regardless of source, conveyed to this Trust, neither being a sale or gift, with full title to be held by the Board of Trustees; and by the Trustee, who accepted this appointment as evidenced by his signature under seal below, and who, on behalf of the Board, acknowledges receipt of the above described consideration and who hereby does exchange to the creator, as good and valuable consideration, all of the capital units in this Trust organization, as full and adequate consideration in money or moneys worth, receipt of which is hereby acknowledged by the creator.


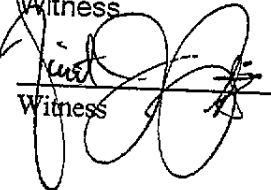
In Witness Whereof, the creator and the Trustee by means of subscribing their signatures below, under seal, do hereby acknowledge the creation and establishment of the Trust to be known as New Beginnings Construction Services and the conveyance, delivery, and acceptance of property, assets, obligations, and duties as proscribed in the Contract creating this trust and assent to all stipulations imposed and expressed in the Contract. It is further agreed that the intent of the Contract is to be found in its essence.


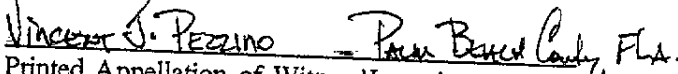
Dated and executed this 7th day of June, 2002 A.D.

  
  
Kevin Peter Carmel, Trustee

  
  
Edward William Raabe, Jr., creator

The below listed, as witnesses, hereby certify that they have witnessed the subscribing of the signatures of the creator and Trustee on this page. They have not read, nor do they comment on, the contents of this instrument.

  
Witness  
  
Witness

  
ANN McCarty Raabe, Volusia, FLA.  
Printed Appellation of Witness\Location  
  
VINCENT J. PEZZINO - Palm Beach County, FLA.  
Printed Appellation of Witness\Location

# Certification and Acknowledgment of the Appointment of Trustee For New Beginnings Construction Services

Know All Men By These Presents, that Kevin Peter Carmel, has been appointed as the Trustee for New Beginnings Construction Services in accordance with the terms and conditions of the trust Contract as of the date indicated below.

The duties, powers, and responsibilities of the Trustee are detailed in the Contract and the minutes of the Trust and shall be referred to by the Trustee as the authority for any acts performed in said capacity.

Anyone and any third party may rely on this document to establish the power and authority of Kevin Peter Carmel, and in so recognizing the power and authority of the named Trustee shall be held harmless from any acts done, omissions made or acts purported to be done in the name of the Trust by Kevin Peter Carmel, in his capacity as the Trustee.

The creator of this Trust whose name, under seal, is subscribed to this document has, by such subscription, acknowledges He has appointed to the office of Trustee Kevin Peter Carmel, and has explained the obligations and duties thereof and acknowledges as creator His intention to have said Citizen, person or entity serve as Trustee subject to the terms and conditions of the Trust Contract as put forth by the undersigned creator and thereby settles this Contract with this Trustee's acceptance of twenty one dollars of silver, money of The United States of America, as good and valuable consideration and He thereby exchanges to me all of the Capital Units of this Trust.

The name and seal of the Citizen, person or entity named below as the creator of New Beginnings Construction Services is as follows:

Dated and executed this 7th day of June, 2002 A.D.



*Edward William Raabe, Jr.*  
Edward William Raabe, Jr., creator

The below listed, as witnesses, hereby certify that they have witnessed the subscribing of the signature of the creator on this page. They have not read, nor do they comment on, the contents of this instrument.

*Ann M. Raabe*  
Witness

*ANN M. Raabe, Volusia, FLA.*  
Printed Appellation of Witness\Location

*Vincent J. Pezzino*  
Witness

*VINCENT J. PEZZINO Palm Beach County, FLA.*  
Printed Appellation of Witness\Location

Attachment "One"

## Acceptance of Trust By Trustee

I, Kevin Peter Carmel, an adult of sound mind and lawful capacity, do hereby accept the position as the Trustee of **New Beginnings Construction Services**, accepting and agreeing to hold, conserve, maintain, improve, administer, manage and distribute all those trust properties, real, private and personal, forming or which may form, the principal (corpus) of this Trust in accordance with provisions contained within the Contract creating said trust.


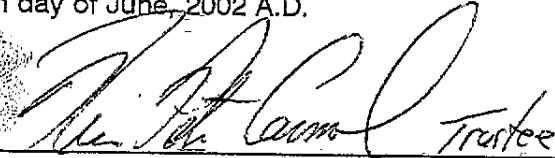
I **Understand** all my administrative and out-of-pocket expenses as trustee of this Trust will be paid by the Trust. I also understand I am entitled to reasonable compensation as trustee of this Trust.

I hereby waive [ ] do not waive  this compensation as trustee.

In **Accordance** with the Trust Contract, I do reserve the right to resign from this position at any time.

Dated and executed this 7th day of June, 2002 A.D.

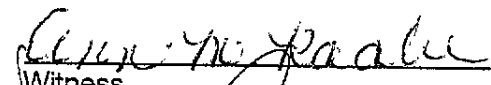
Signature of Accepting Trustee:

  Trustee  
Kevin Peter Carmel

The below listed, as witnesses, hereby certify that they have witnessed the subscribing of the signature of the Trustee on this page. They have not read, nor do they comment on, the contents of this instrument.

Witness

Witness

 = Ann M. Raabe, Volusia, FLA.  
Printed Appellation of Witness\Location

 = Vincent J. Pezzino Palm Beach County, FLA.  
Printed Appellation of Witness\Location

Attachment "Two"

## Appointment of Trustee

I, Kevin Peter Carmel, Trustee, representing the unanimous decision of the Board of Trustees of **New Beginnings Construction Services**, did select and appoint Leon James Carmel, as a Trustee on the 7th day of June, 2002 A.D.



*Kevin Peter Carmel*  
Trustee

Kevin Peter Carmel, Trustee

## Acceptance of Appointment By Trustee

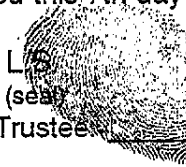
I, Leon James Carmel, an adult of sound mind and legal capacity, do hereby accept the position as a Trustee of **New Beginnings Construction Services**, accepting and agreeing to hold, conserve, maintain, improve, administer, manage and distribute all those trust assets or properties, forming or which may form, the corpus and principal of this trust in accordance with provisions contained within the contract instrument of the said trust.

I **Understand** all my administrative and out-of-pocket expenses as trustee of this trust will be paid by the trust. I also understand I am entitled to reasonable compensation as trustee of this trust.

I hereby waive [ ] do not waive [] this compensation as trustee.

**In Accordance** with the Trust Contract, I do reserve the right to resign from this position at any time.

Dated and executed this 7th day of June, 2002 A.D.



Signature of Accepting Trustee

*Leon James Carmel*  
Leon James Carmel