

P16000000031

Michael Richardson Bey  
(Requestor's Name)

6722 ARLINGTON EXPY  
(Address)

SUITE 67208  
(Address)

Jacksonville FLORIDA 32211  
(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

MICHAEL RICHARDSON TR  
(Business Entity Name)

W16000032630  
(Document Number)

Certified Copies 1    Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:



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04/26/16--01031--023 \*\*358.75

Office Use Only  
W1600032630

SEP 27 2015  
T. SCOTT

16 SEP 26 AM 11:20



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

July 7, 2016

MICHAEL RICHARDSON  
6722 ARLINGTON EXPRESSWAY SUITE 67208  
JACKSONVILLE, FL 32211

SUBJECT: MICHAEL RICHARDSON TRUST  
Ref. Number: W16000032630

We have received your document for MICHAEL RICHARDSON TRUST and your check(s) totaling \$358.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please list two trustees.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Tyrone Scott  
Regulatory Specialist II  
New Filings Section

Letter Number: 316A00014275



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

MICHAEL RICHARDSON TRUST

A Declaration 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 MICHAEL RICHARDSON TR, a  
(Name of Trust)

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

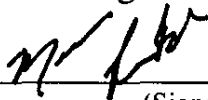
MICHAEL RICHARDSON TR, in the State of Florida.  
(Name of Trust)

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

2. The principal address is 6722 ARLINGTON EXPY SUITE  
67208 JACKSONVILLE FLORIDA 32211

3. The registered agent and street address in the State of Florida is:  
Michael Richardson Bey 305 1<sup>st</sup> St N, JACKSONVILLE  
BEACH, FLORIDA 32250

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.



(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.

  
Name:

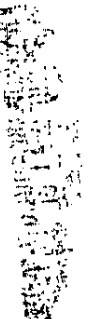
Chairman of the Board of Trustees

NOTARY

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

CR2E063(3/00)

16 SEP 26 AM 11:20



**CERTIFICATE OF TRUST**  
**MICHAEL RICHARDSON TRUST EIN#: 98-XXX0310**  
Pursuant to IRS Manual 21.7.13.3.2.7 (10-01-2013) IRS § 7701  
Title 26 CFR 301.6109 all Sections and Chapters

The undersigned hereby certifies that they created a Foreign Trust. This Trust is known as **MICHAEL RICHARDSON TRUST a FOREIGN TRUST**, dated the 29 day of May, 2013. Michael Richardson Grantor \_\_\_\_\_.

This Trust Registered Agent shall be known as Michael Richardson Bey.

The undersigned hereby certifies the creation of the Foreign Trust is done so under the Tax Treaty of Spain Article 1-30; entered into Force January 1, 1991.

**IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

The Grantor and Trustee desires to confirm the establishment of a Foreign Trust on this date, for the benefit of the Grantor and containing herein the following provisions:

1. The Grantor is designated as the Trustee to serve until his or her death, resignation or incompetence.
2. The Appointment of Trustee shall be named Mykell Richardson, Aayliah Richardson, Monet Richardson, Makai Richardson. The Trustee shall appoint and future heir to the Foreign Trust by WILL or Power of Attorney.
3. In the event that the Grantor, while acting as the original Trustee, should desire to sell, dispose of, loan or distribute any Trust assets, then the Grantor shall notify the Successor Trustee and the Alternate/Successor Trustee at least ten (10) days prior to the sale, disposal, loan or distribution of any assets or the Trust.
4. The Grantor or any Trustee have the power and Authority to manage and control, buy, sell, and transfer the Trust property, in such manner as the Trustee may deem advisable, and shall have, enjoy and exercise all powers and rights over and concerning said property and the proceeds thereof as fully and amply as through said Trustee were the absolute and qualified owner of same, including the power to grant, bargain, sell and convey, encumber and hypothecate, real and personal property, and the power to invest in corporate obligations of every kind, stocks, preferred or common, and to buy stocks, bonds and similar investments on margin or other leveraged accounts, except to the extent that such management would cause excludability of an Irrevocable Trust in the Estate, Foreign Grantor Trust, of a Trustee. See Common Law Contract and Declaration. Pursuant to IRS Manual 21.7.13.3.2.7 (10-01-2013) IRS § 7701. See Title 26 CFR 301.6109 all Sections and Chapters; Title 26 CFR 1.679-1-3.
5. While the Grantor/Trustee is living and competent, except when there shall be a Corporate Trustee, the Trustee may add money to or withdraw money from any bank or savings and loan or checking account owned by the Trust without the approval from any other person or court.
6. Unless otherwise indicated to a prospective transferee, the Trustee has full power to transfer assets held in the name of the Trust and subsequent transferees are entitled to rely upon such transfer provided the chain of title is not otherwise deficient.
7. This Foreign Trust shall be known as the "MICHAEL RICHARDSON TRUST" and Trust property shall be titled as such. In addition, the Trustee shall have the authority to title assets in the name of the Trust, Abbreviating the name as "THE MICHAEL RICHARDSON TRUST" when necessary.

8. The Common Law Trust Contract also states that any bank, corporation, brokerage firm or other entity or any individual may conclusively presume that the Trustee has full power and authority and such person or institution shall be held harmless and shall incur no liability by reason of so presuming.
  
9. The use of this Certificate of Trust is for convenience only and the Trust is solely controlling as to provisions and interpretations, and any conflict between this abstract and the Trust shall be decided in favor of the Trust.

IN WITNESS WHEREOF, the parties have hereto executed this Certificate of Trust on this the 27 day of August, 2016.

**PROPERTY DISCRIPTION:**

Michael Richardson  
MICHAEL RICHARDSON

Michael Richardson Bey  
Michael Richardson Bey.

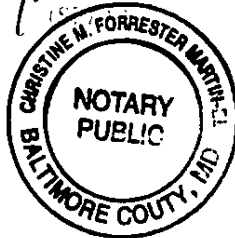
STATE OF Maryland  
COUNTY OF Baltimore

Personally appeared before me, the undersigned Authority in and for the said county and

state, on this 27 day of August, 2016, within my jurisdiction, the within named Michael Richardson Bey, who acknowledged that he executed the above and foregoing instrument as his own free and voluntary Act and Deed.

Christine M. Forrester Martin  
Notary Public

7/1/2017  
My Commission Expires:



MICHAEL RICHARDSON TRUST

Declaration Trust Organization

OCT 9, 2013

TO WHOM IT MAY CONCERN:

This letter serves as notification that Richardson-Bay, Michael, Trustee, individually has the authorization to establish mailing, telephone, electric, gas, water, sewage, and any and all other utilities or services for the above organization.

The Trustee(s) of this organization has no other authority or responsibility for this organization other than administration of its affairs, and is not personally responsible for any of its debts or liabilities.

All assistance and consideration that you can provide is greatly appreciated.

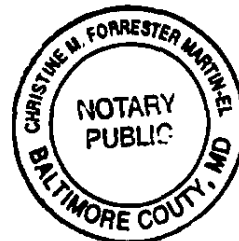
Michael Richardson Bay  
Settlor

State of Maryland )  
County of Baltimore )ss.

On this 12 day of March 2016 before me, a Notary Public, came Michael Richardson Bay Settlor, and acknowledged the signing thereof to be his voluntary act and deed. IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my notarial seal on the day and date aforesaid.

Christine M. Forrester Martin  
Notary Public

My Commission Expires: 7/1/2017



TRUSTEE APPOINTMENT

Michael Richardson Trust

Oct - 9 - 2013

Mr. Richardson-Bay, Michael  
4118 Richardson Ave  
Baltimore Maryland  
21215 -9998

6722 ARLINGTON EXPY SUITE  
67208  
JACKSONVILLE FLORIDA 32211

To Whom it may Concern:

Conditional to your acceptance, you have been appointed Trustee for the above Irrevocable Express Trust. Please consider this letter as the equivalent of an offer to contract.

Within twenty (20) days from the signing of this acceptance agreement, you may acknowledge you signing of the declaration of trust and receipt of the trust property before a public or private notarial officer duly authorize to take acknowledgements. You may then resolve to take any action(s) according to the declaration's provisions which you deem proper in the administration of the affairs of the trust.

Sincerely,

[Signature]  
Settlor

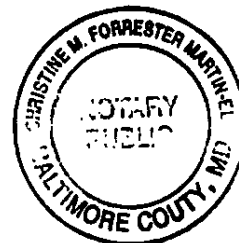
State of Maryland )  
County of Baltimore )ss.

On this 12 day of March 2016, before me, a Notary Public, came Michael Richardson and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my notarial seal on the day and date aforesaid.

Christine M. Forrester Martin  
Notary Public

2/1/2017  
My Commission Expires







NOTICE OF SPECIAL MEETING

DATE: Oct. 4-2013  
FROM: Michael Richardson, Settlor  
TO: Richardson-Bay, Michael, Trustee

RE: Creation of an Express Trust under the common law


Sirs,

A meeting is hereby called to discuss the creation of an Express Trust under the common law on Oct 9, 2013 A.D. at 12:01:00 AM in Baltimore County, Maryland State.

The name of the trust shall be: MICHAEL RICHARDSON TRUST.

Your attendance will be greatly appreciated.

Cordially,

  
\_\_\_\_\_  
Settlor

Received on this 9 day of October, 2013 A.D.

By:

  
\_\_\_\_\_  
Trustee

CERTIFICATE OF TRUST

The name and address of the currently acting Trustees of the Trust are as follows:

MICHAEL RICHARDSON TRUST

Receiving mail in care of:

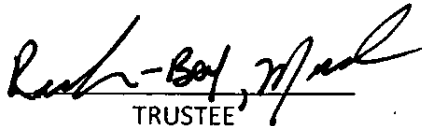
Richardson-Ray, Michael

4118 RICHARDSON DR

2125-9998

6722 PELINGTON WAY SUITE 67209  
JACKSONVILLE FLORIDA 32211

1. The Trust is currently in full force and effect.
2. Attached to this Certificate of Trust and incorporated into it are the selected provisions of the Trust evidencing the following
  - a. First page of the Trust: Appointment of Trustees;
  - b. Last pages of the Trust: Signature pages; and
  - c. Letter of introduction for Trustee to banking officers.
  - d. Registered Business of Ocean Springs
  - e. Registered as a Fictitious Business with Mississippi
3. The Trust provisions not attached to this Certificate of Trust are of private, non-negotiable nature, and set forth the distribution of the Trust res. They do not modify the general financial powers of the Trustees.
4. The signatories of this Certificate of Trust are the current acting Trustees of the Trust and declare that the foregoing statements and the attached trust provisions are true, correct, and complete, under penalty of perjury under the laws of the united states of America.
5. This Certificate of Trust is Dated this 9 day of October, 2013.

  
TRUSTEE

**MINUTES OF SPECIAL MEETING OF THE MINDS**  
**TO CREATE AN EXPRESS TRUST**  
**BY PRIVATE CONTRACT**

October 9, 2013 A.D.

To whom it may concern:

On October 9, 2013 A.D., a special meeting was convened in Baltimore County, MARYLAND State, in order to arrange for the creation of an Express Trust under the common law.

Attending said meeting were the following:

Richardson Bay, Michael Executor Trustee

Michael Richardson; Grantor and Settlor

The meeting was called to order at 12:00AM

After due consideration by all concerned, it was unanimously agreed to accept the proposal to create an Express Trust, and to perform all necessary and essential duties in the proper formation of the same.

After due consideration by all concerned, the following was unanimously agreed, that:

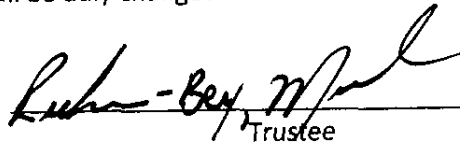
1. The Trust shall be created under American common law (Right of Contract Law);
2. The situs of the Trust shall be in the united States of America under the full faith and Credit of the several states;
3. The Trust shall be governed by the UNIDROIT of Private Law, International Law, Uniform of Commercial Code, and the S.E.C. Rule 144a

The default Beneficiary of the Trust shall be the L+H MINNAPACKHOUSE LLC LITTLETON HOUSE MINNAPACKHOUSE, LLC unless and until it shall be duly changed, and the Trustees of the Trust shall be above named Richardson-Bay, Michael

The Express Trust shall be known as Michael Richardson TRUST.

4. And its name shall remain until such time as it shall be duly changed.

  
Settlor

  
Trustee

ACKNOWLEDGEMENT

Use of a Notary Public in this instrument does not constitute any adhesion, nor does it alter the status of the parties to this instrument or the status of the trust created hereby. Use of a Notary Public herein is for the purpose of acknowledgment and identification only, and not for entrance into any foreign jurisdiction.

STATE OF Maryland )  
 )ss.  
COUNTY OF Baltimore )

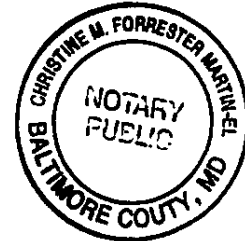
BE IT REMEMBERED, that on the 12 day of March 2016, before me, the subscriber, a Notarial Officer in and for the aforesaid county and state, the foregoing Trust Indenture was acknowledged by Michael Richardson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s), or the entity upon behalf of which the individual(s) acted, executed the instrument.

In TESTIMONY WHEREOF, I hereto subscribe my name and affix my notarial seal on the day and date aforesaid.

Christine M. Forrester Martin EJ  
Notary Signature

7/1/2017  
My Commission Expires

Seal



### DECLARATION OF EXPRESS TRUST

This Declaration of Trust is created this 9 day of October, 2013 A.D. by and between Michael Richardson of MARYLAND State, referred to as the Settlor (Grantor), and RICHARDSON Bay, Michael, 4119 Richardson Ave BALTIMORE MARYLAND, referred to as Trustee(s), who are the legal entities holding full title, not individually but collectively as the board of Trustees, acting under the name of:

MICHAEL RICHARDSON Trust

As herein set forth and according to the inalienable Common Law rights afforded to men. The wisdom, truth and good of this was demonstrated when the Congress of the United States passed Public Law 97-280 declaring the year 1983 the year of the bible for all persons to live by spiritual principles no matter what label one attaches to his faith in the Creator.

### SETTLEMENT; ACCEPTANCE

The Settlor hereby irrevocably assigns, conveys and settles upon the Trustee, in Trust, the property rights and duties. The Trustee, by joining in the execution of this agreement, hereby signifies acceptance of this Trust.

### TRUST PURPOSE

The purpose of the Trust is but not limited to buy, sell and trade any Real Property, Doing Business as a Trust Company committed in providing serves as a Seminar Consultant Company, See Attachments. The Trustee(s) may also lend or borrow monies for the purpose of Trust business; buy, sell and trade stocks and bonds, and perform other securities activities as well.

### DEFINITIONS

**Acceptance:** An agreeing, either expressly or by conduct, to an act of offer by another party, so that a contract is concluded and the parties become bound by that contract.

**Active Trust:** A trust where the trustees have actual, active duties, such as to preserve and increase the trust estate, as opposed to a passive trust, where the trustees merely hold title.

**Administrator:** A person that the court appoints to manage the probate of the estate of a person without a valid will.

**Attorney:** In the most general sense this term denotes an agent or substitute, or one who is appointed and authorized to act in the place or stead of another. *Nardi v. Poinsette*, D.C. Ind., 46 F.2d 347, 348. An agent, or one acting on behalf of another. *Sherts v. Fulton Nat. Bank of Lancaster*, 342 Pa. 337, 21 A.2d 18. (Black's Law Dictionary, Fourth Edition)

**Beneficiary:** A person designated to have and hold the equitable interest in a trust estate; holders of the Certificates of Capital Units, who will receive disbursements when the trust so dictates.

**Certificates:** Certificates of Capital Units are those given in exchange for property. If and when the trust is terminated, the CU holders will receive that unit share of the capital investment in the body of the trust. Trust Certificate Units and Certificates of Beneficial Interest are entitlement to a share of the profits, or income of the trust, if and when disbursements are allocated.

**Chattel:** Every species (type) of property, movable or immovable, which is less than freehold (freely held and owned).

**Common Law:** The part of law which has developed over time through court decisions and court opinions, rather than by enactment of statutes or other legislative processes, including those laws inherited from English old-time law.

**Common Law Trust:** A trust organization which is express, active, inter vivos, irrevocable, and simple or complex; in which the trustees hold full fee simple title to the trust assets in joint tenancy. The beneficiaries of which are the holders of Trust Certificate Units. A contract that functions in the form of a trust.

**Compensation:** A compensating or being compensated. Payment for services.

**Consideration:** That which is regarded as the equivalent return given or suffered by one party for the act or promise of another. Essential to the validity of a contract. Something offered, something accepted, that is consideration.

**Contract:** An agreement in which a party undertakes to do or not do a particular thing. Elements of a written contract are: (1) parties competent to contract, whose names appear in the writing, (2) the subject matter of the contract, or a clear statement of what is done or not done, (3) lawful and valid consideration; and, if made of mutual promises, then a clear and explicit statement of what each party promises to do or not do, (4) assent of the parties, which is evidenced by their signing the contract.

**Conveyance:** The instrument by which an act of property transference is accomplished, usually in writing. Bill of Sale, Deed, etc.

**Corpus:** The body and capital assets. The property in the trust. The trust principal.

**Creator:** The person whose idea it is to begin the trust, who settles the initial funding to the trust, and solicits the trustees. The Settlor, Grantor, and Trustor.

**Declaration of Trust:** The few pages of acknowledgement wherein the creator and the trustees declare the trust to exist, taking title to property for holding and sign agreement; what a bank would see for

opening accounts. The indication of a fiduciary relationship of assets, and what is filed with the county. Not the full disclosing contract of names, provisions, etc. Trust Document: the full written contract of the trust, complete with names, provisions, minutes, letters of acceptance, and schedules of assets, certificate units, etc. Trust Indenture & Deed: like a mortgage of trust under which there is a certificate of capital unit constituting interest in the trust, or a claim against the trust body.

**Default Beneficiary:** Means the person for whose benefit the Trust is created and administered in the event there are no Holder of Certificated of Trust Units at any given time during the life of the Trust.

**Estate:** All property owned by a person at death. This included both real and personal property.

**Express Trust:** A trust expressly established by a Settlor, as opposed to a trust established by a will or implied, and thus, created by a court.

**Fiduciary:** From the Latin meaning to "trust". I trust you. A person in a position of trust, responsibility, and confidence. Usually applying to matters of money and property. A fiduciary relationship is one of trust about assets.

**Grantor:** The person who grants and gives over the initial funding to establish the trust. Settlor, and Creator.

**Irrevocable Trust:** Any trust in which the settler retains no power to revoke or cancel the trust agreement, and no power to have the assets returned to him, as opposed to a Revocable Trust.

**People:** A state; as the people of the state of New York. A nation in its collective and political capacity. *Nesbitt v. Lushington*, 4 term R. 783; *U.S. v. Quincy*, 6 Pet. 467, 8 L. Ed. 458; *U.S. v. Trumbull*, D.C. Cal., 48 F.99. The aggregate or mass of the individuals who constitute the state. *Solon v. State*, 54 Tes.Cr.R. 561, 114 S. W. 349; *LoiHoa v. Nagle*, C.C.A.Cal., 13 F.2d 80,81. (Black's Law Dictionary, Fourth Edition)

**Persons:** Are of two kinds, natural and artificial. A natural person is a human being. Artificial persons include a collection or succession of natural persons forming a corporation; a collection of property to which the law attributes the capacity of having rights and duties. The latter class of artificial persons is recognized only to a limited extent in our law. Examples are the estate of bankrupt or deceased person. *Hogan v. Greenfield*, 58 Wyo. 13, 122 P. 2D 850, 853. (Black's Law Dictionary, Fourth Edition)

**Property:** The word is also commonly used to denote everything which is the subject of ownership, corporeal or incorporeal, tangible or intangible, visible or invisible, real or personal; everything that has an exchangeable value or which goes to make up wealth or estate. It extends to every species of valuable right and interest, and includes real and personal property, easements, franchises, and incorporeal hereditaments. *Samet v. Farmers' & Merchants' Nat. Bank of Baltimore*, C.C. A.Md., 247 F. 669, 671. (Black's Law Dictionary, Fourth Edition)

**Res:** That which is held and reserved; the body, or the capital of a trust as opposed to the income or interest.

**Settlor:** The creator who settles the assets to the trust. Creator.

**Situs:** "Situs" of a trust means place of performance of active duties of trustee. *Campbell v. Albers*, 313 Ill. App. 152, 39 N.E. 2d 672, 676. (Black's Law Dictionary, Fourth Edition)



**Treaty:** The discussion of terms which immediately precedes the conclusion of a contract or other transaction. A warranty on the sale of goods, to be valid, must be made during the "treaty" preceding the sale. Chit. Cont. 419; Sweet. (Black's Law Dictionary, Fourth Edition). The Treaty shall mean the nine (9) Barbary Treaties.

**Trustee:** The person or entity appointed or elected to conserve, protect, and administer the assets or properties conveyed to a trust.

**Uniform Commercial Code:** A codification of commercial laws designed to provide uniformity among the states.

**Void:** Canceled, of no legal force or effect, useless. A voided contract or trust means it is no longer in effect or valid.

**Warranty Deed:** A legal instrument by which one conveys all right, title, and interest in real estate to another, and at the same time makes certain legally enforceable guarantees, including the fact of his full title to the property, and his right to convey the property.

**Without the United States:** Means outside of the Federal Territory and in express exclusion from this contractual arrangement the United States federal corporation [28 USC § 3002 (15)(A)], and, but not limited to, its subdivisions, instrumentalities, principals, agents, contractors, partners, officers, and employees; without the United States (sic) as a third-party overseer to this contract; not subject to the jurisdiction of the United States (sic); not by leave, license, or permission of the United States (sic); not in acceptance of any economic benefits whatever offered by the United States (sic); without the de facto United States. The term "Without the United States" shall be construed to also mean without the "United States," "UNITED STATES OF AMERICA," "U.S.," "U.S.A.," "U.S. Government," or any f/k/a, a/k/a, or d/b/a by which it might be known or do business. The jurisdiction of said Federal Corporation is distinctly foreign with respect to the situs of this Trust (per U.S. v. Perkins, 163 U.S. 625, 16 S. Ct. 1073, 41 L.Ed. 287 (1896); In re: Merriam's Estate, 36 N.Y. 505, 141 N.Y. 479)

#### BENEFICIARIES

1. The Trustee shall receive and hold said property, together with any addition thereto in Trust for the use and benefit of the Beneficiary(ies), referred to herein as Trust Certificate Holders, Schedule of Beneficial Interests, this Interests, if any, from time to time executed and filed with the Trustee.
2. In the event the Board of Trustees issues no Trust Units or some other event causes the Trust to be without beneficiaries, by default all beneficial interest shall revert to:

*MICHAEL RICHARDSON TRUST*  
*4118 Richardson Ave*  
*BALTIMORE MARYLAND 21215 -9998*

3. In the event the Board of Trustees issues Trust Units, the default Beneficiary shall cease to be a Beneficiary of the Trust, unless and until it acquires Trust Units.

4. All Beneficiaries shall be identified on a registry of Beneficial Interest Holders, Schedule "B", kept in the Trust Schedules Book. The shares shall be personal property and shall entitle the Beneficiaries to participate in all dividends and other distributions of profit or principal in the proportion of the number of Trust Units they hold to the number of units issued and outstanding.
5. The Party whose name appears as the owner of such units in the books of the Trust shall be deemed absolute owner of such units and until the existing certificate is surrendered and transfer is approved and recorded by the Board of Trustees, the Trustee(s) shall not be affected by any notice of the change in title. The Founder and Owner shall be named Richard Richardson.
6. Ownership of Trust Units shall not entitle a Beneficiary to any other divided interest in the Trust, such as any portion of the Trust Corpus divided among Capital Interest Holders. Beneficiaries shall be entitled to receive distributions at such times as determined to be in the best interest of the Trust by the Board of Trustees consistent with the Trust's Purpose.
7. No Beneficiary shall have the right to manage or control the property, affairs, or business of the Trust, or any power to control the Trustee(s) in these respects unless or until such Beneficiary has disclaimed his beneficial interest and surrendered the certificate.
8. Death, insolvency, or bankruptcy of a Beneficiary shall not entitle his creditors, heirs, or legal representatives to demand any partition or division of the Trust or any special accounting.

#### **IRREVOCABILITY; CERTIFICATES; TERMINATION**

The Trust shall be irrevocable and amendable by appropriate Minute and approval of the Board of Trustees. We hereby affirm that the Trust created by this agreement shall be irrevocable by the Settlor or by any other person or entity. It being the intention of the Settlor to make to the Beneficiary(ies), the Holders of the Trust Certificate Units, an absolute gift of the property described in SETTLEMENT; ACCEPTANCE above. There shall not be more than 100 Trust Certificate Units in this Trust available to the Beneficiary(ies). In any event, the Trust shall terminate twenty-one (21) years from the date hereof or at such maximum time as may be provided for by any applicable Rule Against Perpetuities, whichever is later. This Trust shall also be renewable, if renewed prior to its termination.

#### **ADDITIONAL POWERS OF THE TRUSTEE**

The Trustee, in addition to all other power granted by this agreement and by applicable law, shall have the following additional powers with respect to the Trust, to be exercised from time to time at the discretion of the Trustee.

**MANAGEMENT OF THE TRUST.** To invest and reinvest, lease, rent, mortgage, insure, repair, improve or sell any of the real and personal property of the Trust as the Trustee deems advisable.

**BUSINESS INTERESTS.** To sell or otherwise liquidate, or to continue to operate at the Trustee's discretion, any corporation, partnership or other business interest which may be received by the Trust.

**MORTGAGES, PLEDGES AND DEEDS TO TRUST.** To enforce any and all mortgages, pledges and deeds of Trust held by the Trust and to purchase at any sale thereunder any such real or personal property subject to any mortgage, pledge or deed of Trust.

**LITIGATION.** To initiate or defend, at the discretion of the Trustee, any litigation affecting the Trust.

**ATTORNEYS, ADVISORS, AND AGENTS.** To employ and to pay from the Trust reasonable compensation to such attorneys, accountants, brokers and investment, tax and other advisors as the Trustee seems advisable.

**ADJUSTMENT OF CLAIMS.** To submit to arbitration, to compromise or to release or otherwise adjust, with or without compensation, any and all claims affecting the Trust estate.

#### **BOND**

No bond for the faithful performance of duties shall be required of any Trustee, Trust Officer or Manager under this agreement.

#### **TRUSTEE & OFFICER COMPENSATION**

1. Each Trustee shall receive annual compensation for holding such position, meeting the Trust standards for such duties, as determined by the Board of Trustees. The said compensation shall not exceed Fifty million U.S. Dollars (\$50,000,000.00), or their equivalent, per year. Compensation and yearly stipends are at the discretion of the fiduciary officers pursuant to this Trust Indenture, and may not constitute any portion of the Trust.
2. The Trustee(s), Executive Secretary, Authorized Representative, and like Trust Officers representing the Trust, while on Trust business, are entitled to compensation as determined by the Board of Trustees.
3. The Trust officers shall be entitled to reimbursement of all direct and indirect expenses of the Trust incurred and paid on behalf of the Trust, including any and all out-of-pocket expenses.

#### **SUCCESSOR TRUSTEE**

Any Successor Trustee under this Trust Indenture shall have all powers and duties of the Trustee(s) hereunder. Upon the appointment of such Successor Trustee, any attorney-in-fact, representative, agent, authorized representative, custodian, or depository of the property comprising the Trust shall forthwith become the same for such Successor Trustee without the necessary for executing or filing any papers or any further act.

#### **RELEASE AND REVOCATION OF POWER**

Any other person or persons upon whom any power is conferred by this Trust Indenture must release and revoke any power(s) so conferred upon him or them by formal notice, written or otherwise,

the powers necessary to carry out the obligations which they assume.... Their books and records are not subject to review or subpoena." The penalty for the release of any information pursuant to the material contained within the context of this Trust or any related material is that such person(s) shall be fined or made party of a tort action and breach of trust action in an amount not less than One-hundred thousand U.S. Dollars (\$100,000.00) or their equivalent.

#### **AUTHORITY**

1. The Trustee(s) and Officers of the Trust shall not be required to obtain authority or approval of any court in the exercise of any power conferred hereunder and shall not be required to make any reports or make any accounting thereto without the Consent of the Trust, Board of Trustees, or Authorized Representative.
2. Should it become necessary for a court of competent jurisdiction to protect the administration of the Trust Corpus herein it too shall be bound by the terms, conditions, purposes, bylaws, intent of this Trust Indenture, and minutes establishing and interpreting the same; and said court's acceptance of such responsibility shall constitute the Consent of the court to be bound by the terms of this Trust Indenture.

#### **OBLIGATIONS**

1. The appointed or hired Authorized Representative shall have and exercise all powers on behalf of the offices herein established by this Trust Indenture. The appointed or hired Authorized Representative shall have and exercise, in the absence of any officers of Trustee(s), all powers of those offices and the right to contract others for such duties herein, and shall retain such powers regardless of whether such offices have been filled, subject to the provisions of this Trust Indenture.
2. The Executive Secretary, in the absence of a Treasurer shall pay all applicable taxes (if any), assessments, charges, debts, bills and obligations arising out of the maintenance, operation and administration of the Trust. There shall be a charge upon the Trust for the above named obligations and they shall be paid out of income of the Trust. In the event and to the extent that the income may be insufficient for such, they shall be paid out of the principal.
3. The Board of Trustees shall meet at least once yearly to approve all Trust business, minutes, appointments, operations, maintenance, compensations, administration, disbursements, disposition, acquisitions, and any other matters of importance. In the event any or all of the Trustee(s) are unavailable to meet, the Authorized Representative will notify them, and receive their approval in writing or by proxy to represent them at said meeting.

#### **TRUST OFFICER LIABILITY; RELIANCE OF PURCHASES AND OTHERS**

No Trustee, Trust Officer, or Trust Manager, created by this agreement shall at anytime be held liable for any error of judgment or for any loss arising out of any act or omission in good faith, but shall be responsible only for his/her own gross negligence or willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee, pledge, mortgage or other lender shall be under any obligation to see to the application of the purchase

money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of the Trust have been complied with:

Every agreement, lease, deed, mortgage, note, or other instrument or document executed or action taken by any one Trustee, Trust Officer or Trust Manager, or any other person in connection with the administration and management of the Trust, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the execution and delivery thereof or of the taking of such action this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized and empowered, and that such instrument or document or action is valid, binding and legally enforceable.

Any Person dealing with the Trust Estate or the Trustee may always rely without inquiry on the certificate signed by any Trustee appearing as a Trustee hereunder from the records of any Registry as to whom is the Trustee or whom are the Trustees or the Beneficiary(ies) hereunder, or as to the authority of the Trustee to act, or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to the affairs of the Trust.

#### **PRINCIPAL AND INCOME**

The Trustee shall have sole authority to determine what shall be defined as income and what shall be defined as principal of the Trust established by this agreement, and to determine which costs, taxes and other expenses shall be paid out of income.

#### **NO PERSONAL LIABILITY**

No Trustee, Trust Officer or Trust Manager, Beneficiary(ies), or any other person in connection with the administration and management of the Trust shall be held personally or individually liable for any of the obligations incurred or entered into on behalf of the Trust and each person who deals with the same shall look solely to the Trust Estate for satisfaction of any claims which such person may have against the Trust.

#### **DIVISION AMONG TRUSTEES**

In the event that there are multiple Trustees herein, in the event of any division between the Trustees as to acts to be taken herein, the majority of Trustees shall control. In the event that the Trustees are evenly divided, the vote of the longest serving Trustee shall be decisive.

#### **APPLICABLE LAW; SEVERABILITY OF TERMS**

This agreement and Trust created hereby shall be administered, managed, governed and regulated in all respects according to the applicable statutes of the Uniform Trustees Powers Act and The Constitution of the United States. This Trust shall be governed and interpreted by the American Common Law. Further, This Trust Organization shall enjoy the benefits of the Uniform Commercial Code adopted by the City of Washington, District of Columbia in the following citations: section 25: 1-105, TERRITORIAL APPLICATION OF THIS SUBTITLE; PARTIES' POWER TO CHOOSE APPLICABLE LAW, and if

to the Board of Trustees not less than thirty (30) days in advance. Upon the exercise of any release and revocation pursuant to this clause, the power so released and revoked shall be absolutely and irrevocable determined so done the date such release or revocation is endorsed on this Trust Indenture on thirty (30) days of such date when such release or revocation is made in said formal notice.

#### **CONTINUATION OF TRUST**

The death, insolvency, or incompetency of a Beneficiary or the transfer of any interest thereof or therein, shall not terminate the Trust, or entitle the legal representative of the Beneficiary to any accounting or to any legal action against the Trust or Trustee(s). Upon the death, insolvency, or incompetency of a Beneficiary, his or her designee shall succeed as Beneficiary and shall be bound by the provisions of this Trust Indenture.

#### **CUSTODIAN OF RECORDS**

Notwithstanding the title of "Authorized Representative" he is NOT the Custodian of Records for the Trust. Provided that funds are made available for such services, the Custodian of Records for the Trust must be qualified to hold such position, so determined by the Trustee(s), who may also serve as Treasurer. The Trust may contact by Minute Order a Custodian of Records only if the budget so permits. In the alternative, the Trust may contact by Minute Order, a Secretary to keep the administrative records of the Trust. In the event that such a Secretary or Custodian of Records is not contracted, the Authorized Representative shall be charged with the responsibility of maintaining the Trust records.

#### **GOVERNING LAW**

This Trust shall be interpreted and governed under the general common law in America (including case law and equity law) UNIDROIT of private law. This Trust shall operate under the full force and effect of the above cited Authority and this Trust Indenture, and within the bonds and the Law of Creation and natural rights of the parties to this instrument, and shall include all of the proceeding and following pages and parts of this Trust's Document Folder/Binder.

#### **RESERVATION OF RIGHTS**

The parties to this instrument execute the same with special, express and explicit Reserve and Reservation of all unalienable Rights to the course of America common law, without prejudice to any of said Rights, and waiving none whatever. Said Rights reserved include those conveyed unto this Trust. All "statues," "codes," and "case law" cited in this Trust Indenture are for reference purposes only, and are not cited in acceptance of any implied benefits.

#### **TRUSTEE**

1. The Trustee(s) are known collectively as the Board of Trustees. There shall be no more than nine (9) Trustees, who shall serve for the entire term of the Trust. In the event there are only two Trustees, the first named Trustee shall retain the duties and power of the third Trustee in addition to his own.
2. The Trustee(s), upon signing this Trust Indenture shall accept the Trust, and hold n ownership for the Trust as set forth according to the Trust provisions and purposes, whereby the Trustee(s)

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taking title to property for the purposes of protecting and conserving if for the Beneficiaries do so under the ordinary common-law rules applied to trustees of express trusts.

3. The Trustee(s) shall retain the original property forming the Trust in the actual state or condition in which the same was received in trust as much as is possible and of so long as the Board of Trustees shall deem appropriate.
4. The Trustee(s) will hold the property described in Schedule "A" and all property hereafter acquired, and all profits collectively in trust and shall manage, administer and dispose of the Trust for the benefit of the persons who are represented by the Certificate(s) of Trust Units (Beneficial Interest).
5. The Trustee(s), upon signing this indenture shall be deemed the Board of Trustees, and as such may appoint additional Trust Officers. Otherwise, the Trustee(s) shall assume all the duties and responsibilities of the Trust Officers until such time as additional Trust Officers may be appointed.

**Upon his or her appointment, the Trustee(s) shall have the following Rights:**

- A. To retain the original property belonging to or forming part of the Trust in the actual state or condition in which the same was received by the Trustee(s) for so long as the Trustee(s) shall deem appropriate;
- B. To sell, alienate, or otherwise dispose of any property at any time forming part of the Trust in such a manner by public or private contract and for such price in money or other consideration and on such conditions as he may deem appropriate to receive the consideration and grant discharges thereof but only to the extent that such transaction is in the best interest of the Trust;
- C. To exercise his or her powers on behalf of the Trust, attaching to securities (which expression includes shares, stock debentures, bonds, mortgages, promissory notes, and certificates of value);
- D. To administer exchanges of property for other property of a like or different nature and for such consideration and on such conditions as the Trustee(s) may consider advisable and deem appropriate;
- E. To carry on any Trust business or trade, alone or in partnership, either in and of his own right or in the capacity of Trustee or otherwise, or with any organization in which he is directly or indirectly interested in and in connection therewith to make, execute, negotiate and arrange all manner of payments, commercial credits, bills of exchange, and all other necessary authorities to bankers and others for the Trust;
- F. To consider any reorganization, reconstruction, or amalgamation of all or any assets and securities which form part of the Trust, and to consent to any dealing with such securities as he or she may consider advantageous or desirable and in the best interest of the Trust;
- G. To invest the Trust assets in such investments as the Trustee(s) may in their discretion deem appropriate and desirable including, without limitation, deposits with banks or other financial institutions, companies, or like bodies in any part of the world whether or not such investments shall be authorized for the investment of Trusts and in no way restricting the foregoing provisions of this clause to invest the same.

6. The Trustee(s) may not at any time while holding office own or claim ownership of beneficial or equitable interest in the Trust or any part thereof.
7. In the event and upon the death, resignation, or incapacity of either one or more of the total number of Trustees, the remaining Trustee(s) shall continue to serve and shall appoint a Successor Trustee from the Successor Trustee List or other appropriate source within thirty (30) days. Providing there are no objections within thirty (30) days from the date of said appointment, the appointment shall stand.
8. In the event that the Trust is without Trustee(s), Successor Trustee(s) listed in Schedule "D" shall serve as Trustee(s) until confirmed by meeting of the Board of Trustees.
9. The Trustee(s) may adopt and enforce such bylaws, not inconsistent with this Trust Indenture, as they may deem proper and in the best interest of the Trust.

#### **AUTHORIZED REPRESENTATIVES(S)**

1. The Authorized Representative, upon signing an independent contractors agreement, may within thirty (30) days thereafter, or at his/her option, nominate an Authorized Agent; appoint an Executive Secretary, a Treasurer, a Trust Protector, and other Trust Officers as necessary.
2. The Authorized Representative shall act as Fiduciary for the Trust in all dealings, public and private. The Authorized Representative, as Fiduciary and Financial Officer for the Trust, shall have the right and authority to sign a title, Certificate of Title, Trust Indenture, Bill of Sale, Trust Certificate, negotiable instrument, band check, and otherwise obligate and formalize in any capacity the dealing of the Trust.
3. The Authorized Representative shall have authority to determine what shall constitute principal and earning and shall have authority to determine if and when distributions will be made to the Beneficiary(s).
4. The Authorized Representative shall have authority to determine what shall constitute Trust actions in the absence of the Board of Trustees to meet. Such actions will stand as permanent with the written approval by the Board of Trustees.
5. The Authorized Representative shall schedule all meetings of the Board of Trustees and shall notify each of the time and location. If the Trust is without an appointed Authorized Representative, the Board of Trustees shall meet on their own accord.
6. The Authorized Representative shall have all other such authority and powers as granted to him by the Board of Trustees, either verbally or in writing.

#### **CERTIFICATE(S) OF TRUST UNITS a/k/a CERTIFICATE(S) OF BENEFICIAL INTEREST**

The Board of Trustees shall have the following Powers:

1. The Board of Trustees shall have the authority to designate Beneficiaries of the Trust, and may issue a total of One Hundred (100) uniform shares of beneficial interest in the Trust, hereinafter "Trust Units".
2. All Trust Units shall be in writing and issued by certificate. A single Trustee may nominate a Beneficiary, but a single Trustee shall not issue a certificate unless agreed to by a majority vote of the Board of Trustees.



3. In the event of loss or destruction of a certificate, the Board of Trustees may issue a new certificate in place of an old one upon provision of a surety bond or upon such other terms and conditions as are proper and necessary.
4. Trust Units shall have no par value, and the Board of Trustees shall not place any nominal value on shares. Trustee(s) shall not hold Trust Units in a personal capacity without first abdicating their fiduciary power and status.
5. Any party acquiring Trust Units as the result of pledge, assignment, hypothecation, bankruptcy, death or other transfer shall receive a new certificate for the shares and be recorded in the Trust's books. Until the existing certificate is produced to the Board of Trustees, the Trustees shall not be affected by any other notice of the change of title.
6. In the event of disclaimer of beneficial interest and surrender of a certificate to the Board of Trustees, the respective Trust Units may be reissued pursuant to CERTIFICATES OF TRUST UNITS section 1.
7. The right of Beneficiaries and transferees and other parties becoming entitled to heirs of the Trust shall be subject to all the terms and conditions of the Declaration of Trust.

#### **EXECUTIVE SECRETARY**

The Executive Secretary, as hereto before provided in the Trust Indenture, has certain duties and powers, as follows:

1. The Executive Secretary shall serve as independent Protector by having the power upon complaint for proper cause to appoint a Committee of Arbitrators consisting of three (3) non-interested persons to investigate the complaint and upon investigation by showing proper cause, the accused shall be notified of the Committee's findings. The accused shall therefore be entitled to an open forum so providing that he may present his defense and refute the alleged charges against him. If decided against by two-thirds (2/3) vote of the Committee, the accused will have thirty (30) days in which to appeal the Committee's verdict to a court of competent jurisdiction.
2. The Executive Secretary/Protector may not appoint himself as Trustee, nor may he serve on the Committee of Arbitrators.
3. In the event of, and upon the death, resignation, or incapacity of all Trustees or available Successor Trustee(s) to serve, the Executive Secretary within thirty (30) days therefrom shall appoint an Emergency Trustee until such time the Successor Trustee is confirmed either by the Executive Secretary and the Authorized Representative, or court of competent jurisdiction. However, if there are no objections as to the Emergency Trustee serving as Successor Trustee within thirty (30) days from date of said appointment, the Court need not confirm the appointment.
4. In addition to the powers enumerated herein above, the Executive Secretary shall have the following powers:
  - a. To appoint a Trustee, resident in any part of the world, with written approval of the Board of Trustees;
  - b. To appoint, with written approval of the Board of Trustees, a Trustee to act as sole Trustee of such part of the Trust shall be located in any particular country, state, territory, colony, or possession, in which event the Trustee appointed in relation to such

part shall in all respects be subject to the provisions of the Trust Indenture as set forth and contained herein;

- c. To appoint, with written approval of the Board of Trustees, a Trustee, resident in any part of the world, to act as an alternate for the Trustee and to exercise all powers of the Trustee, in which event such alternate Trustee shall in all respects be subject to the provisions of this Trust Indenture set forth and contained herein.
5. In the event of appointment of a new or alternate Trustee with due notice to the Board of Trustees, it shall be declared that the exiting Trustee thereupon shall cease to be the Trustee in respect of all or any part of the Trust and shall be divested of title to any or all of the property of the Trust.

#### **FURTHER POWERS OF AUTHORIZED REPRESENTATIVE(S)**

1. Subject to any payment or application made, the Trustee(s) with the Authorized Representative shall accumulate the whole of the income arising each year, but only during such time as is not prohibited by any applicable law restricting the period during which income or any part thereof may be accumulated under this Trust Indenture.
2. Any income which the Trustee(s) and the Authorized Representative shall accumulate pursuant to the preceding shall be dealt with as an accretion to the capital of the Trust, and the Trustee(s) and Authorized Representative may at any time or times resort thereto and may apply or pay the whole or any part thereof as if it were income of the Trust of the then current year.
3. In so far as the income of the Trust has been paid, applied, or accumulated as herein set forth, such income (at the end of the year in which it arose and in respect of which there has been no such payment, application, or accumulation made) shall be added to the Trust. In so far as the income of the year has not been validly dealt with under any of the preceding provisions of this clause, it may be distributed to the Beneficiary who may not have been entitled to the distribution of said income had the last day of the year of income been the termination date.
4. With the written approval of the Trustee(s), subject to any appointment, application or payment, the Certificate Holders, shall on the termination of the Trust stand possessed of the Trust, by delegation of the Trustee(s), to distribute the same as shall be determined by the number of Certificate Units Outstanding, and such determination to be exercised in writing on or before the termination of the Trust and in default of such determination for the Beneficiary(s).
5. The Authorized Representative (as used below shall include the written approval of the Board of Trustees) shall have and may exercise the following Powers:
  - a. To retain the original property belonging to or forming part of the Trust in the actual state or condition in which the same was received by the Trustee(s) for so long as the Authorized Representative shall deem appropriate;
  - b. To sell, or otherwise dispose of any property at any time forming part of the trust in such manner by public or private contract and for such price in money or other consideration, and on such conditions as he may deem appropriate, to receive the consideration and grant discharge thereof but only to the extent that such transaction is in the best interest of the Trust;

- c. To exercise his powers on behalf of the Trust attaching to securities (which expression includes shared, stock debentures, bonds, mortgages, promissory notes, and Certificates of value);
- d. To exchange property for other property of a like or different nature and for such consideration and on such conditions as the Authorized Representative may consider advisable;
- e. To carry on any Trust business or trade, alone or in partnership, either in and of his own right or otherwise, or with any organization in which the Authorized Representative is directly or indirectly interested in an in connection therewith to make, execute, negotiate, and arrange all manner of payments, commercial credits, bills of exchange, and all other necessary authorities to bankers and others for the Trust;
- f. To consider any re-organization, re-construction, or amalgamation of all or any assets and securities which form part of the Trust and to consent to any dealing with such securities as he may consider advantageous or desirable and in the best interest of the Trust;
- g. To invest the Trust in such investments as they may their discretion deem to be appropriate and desirable, including (without limitation) deposits with banks or other financial institutions, companies, or like bodies in any part of the world whether or not such investments shall be authorized for the investment of Trusts and without in any way restricting the foregoing provisions of this clause to invest the same;
  - i. The Authorized Representative may purchase or exchange shares in any company, securities, policies of assurance, or other investments or property (real or personal) whosoever situated, and take on lease for such terms as he deems appropriate on any real or personal property, whether involving liability or not, whether in possession or reversion, and whether producing income or not, or upon personal credit, with or without security, and upon such terms as he, in his discretion, deems appropriate;
  - ii. The Authorized Representative may make loans whether secured or unsecured and whether without interest to any person;
  - iii. The Authorized Representative may purchase, in any part of the world, gold or silver coin and bullion or other precious metals; and the Authorized Representative shall have the same full unrestricted power of investing, selling and transporting investments as if the Authorized Representative were beneficially entitled in all respects to the Trust.
- h. To determine whether any sums received or disbursed are on account of capital or income, or partly on account of both, and in what proportions, and the decisions of the Authorized Representative in writing or otherwise shall be conclusive and binding upon the Trustee(s);
- i. To employ and pay for such professional or other assistance as the Authorized Representative may deem requisite in the discharge of his duties;
- j. To act on the opinion or advice of any professional or expert, provided he does so in good faith, and in such case the Authorized Representative shall not be responsible for any loss, depreciation, or damage occasioned by acting in accordance therewith;

- k. To determine all questions and matters of doubt which may arise in the course of the management, administration, réalisation, liquidation, partition, dissolution, and operation of the Trust;
  - l. To perform all general acts of ownership to the same extent and with the same effect as might have been done as if the Authorized Representative, shall be conclusive and binding on the Trustee(s);
  - m. To erect buildings on and effect improvements to any property forming part of the Trust and to conduct any operations (including leasing) over all or any part of such property;
  - n. To institute and defend proceedings at Law and to proceed to the end and determination or compromise of the same as the Authorized Representative shall deem appropriate;
  - o. To borrow any monies for purposes of the Trust hereof upon such terms as to payment or principal and interest (if any) as he shall in his discretion deem appropriate, and the Authorized Representative may, for this purpose, mortgage or charge in favor of the Lender the whole or any part of the Trust or any interest therein; and
  - p. To register any securities at his discretion, on behalf of the Trustee(s).
6. The Authorized Representative shall pay all expenses which shall be billed directly to the Trust. Said expenses may include, but are not limited to the following:
- a. All costs of personnel contracted by the Trust and involved in the business of the Trust;
  - b. All costs of borrowed money(s), taxes, and assessments on the Trust properties and other taxes applicable to the Trust;
  - c. All costs incurred in connection with organizing the Trust, the issuance, distribution, transfer, registration, and recording of documents evidencing ownership by or an interest in the Trust, or in connection with the business of the Trust;
  - d. Legal, audit, accounting, brokerage, costs, and other fees and expenses paid to independent contractors, brokers, banks, and other agents;
  - e. Reimbursement of expenses to Trustee(s) and Trust Officers of all direct and indirect expenses of the Trust incurred and paid on behalf of the Trust, or expenses use to maintain twenty-four (24) hour monitoring and availability to the Trust; and
  - f. General expenses in connection with the Trust operation and the Trust.
7. The Authorized Representative will appoint a Successor Authorized Representative to act in full capacity for the duties of the Authorized Representative. The duties upon the discretion of the Authorized Representative, as listed in Schedule "D" will assume the office and duties upon the discretion of the Authorized Representative, or in the event of the unavailability of the Authorized Representative. Any Successor Authorized Representative hereunder.
8. The appointment of a Successor Authorized Representative to act shall in no way compromise or hinder the duties or office of the Authorize Representative, until such time as the Authorized Representative is unable to return, and shall be considered a permanent appointment when the Authorized Representative is no longer able to perform the duties of that office. The office, duties, and appointment of the Authorized Representative are not subject to change(s) without the unanimous decision of the Trustee(s).
9. Upon the appointment of the Successor Authorized Representative, any attorney-in-fact, representative, agent, custodian, or depository of the Trust shall forthwith become the same for

such Successor Authorized Representative without the necessity of executing or filing any papers or any further act.

10. The Authorized Representative will appoint Successor Officers, as listed in Schedule "D". In the event that a Successor Authorized Representative is not available, the Secretary shall be appointed to succeed to that office. Providing there are no objections within thirty (30) days from the date of said appointment, the appointment shall stand.

#### **FURTHER POWERS OF EXECUTIVE SECRETARY**

1. The Executive Secretary shall have the Power to appoint the Emergency Trustee or a new Emergency Trustee, resident in any part of the world provided always that the Executive Secretary shall not appoint himself to be the Emergency Trustee.
2. The Executive Secretary may at any time request the removal of any Emergency Trustee(s) for breach of the terms of the Trust, provided good cause is shown.
3. Any Emergency Trustee may at any time resign from the office of Emergency Trustee on giving not less than thirty (30) days' notice to the Executive Secretary.
4. Upon good cause shown, a court of competent jurisdiction may by order have the Emergency Trustee removed.
5. The office of the Emergency Trustee shall ipso facto be determined vacated if such Emergency Trustee is removed from office pursuant to EXECUTIVE SECRETARY section 5.

#### **JURISDICTION**

1. This Contract is made under Common Law of Contracts (Right of Contract Law) secured under the organic Constitution for the united states of America (art. I, § 10; art. IV, § 2, cl.1), the organic Bill of Rights, as well as American Equity Law and Case Law.
2. The construction and effect of every provision of this Trust Indenture shall (in addition to TRUSTEE(S) hereof) be subject to the fundamental laws, protections of natural rights, and common law (equity law and case law) in America.
3. The Private Venue shall have Original and Exclusive Jurisdiction at all times hereafter (excepting any contractual obligation incurred by acts of Trustee(s) on behalf of the Trust), and all beneficial interest therein shall be deemed to be in the same Situs and Venue as this Trust.

#### **PRIVACY**

1. The Trustee(s) shall not be obligated to make known to anyone that this Trust Indenture exists or any matters in relation thereof or that they are named as such or that they are now or at any time hereafter included in any way in the Trust, nor are they obligated to contact any Certificate Holder or Beneficiary until such becomes absolutely and indefeasibly entitled to receive actual payment of any monies or investments held by the Trust hereunder, and the Trust Officer shall then only be obliged to inform the person(s) of his actual entitlement and the existence of this Trust Indenture.
2. Neither this instrument in its entirety, nor any of its parts shall ever be duplicated, reproduced, replicated, re-constructed, nor copied in any such way as to create another separate, by itself, stand alone, copy, or clone Trust organization, by any means, in any way, at any time, under any and all circumstances, as this Trust Indenture document is the sole property of the parties to it

and is licensed to its original activator(s) and creator(s) to the exclusion of any other party or parties perpetuity.

### **TERMINATION OF TRUSTEE(S)**

1. At any time before the termination of this Trust, the occurrence of any of the following events or circumstances shall forthwith terminate the tenure of any organization or person incorporated or resident within the Situs of the Trust (hereinafter collectively referred to "Resident Trustee") as Trustee hereof so that the Resident Trustee shall thereupon be divested of power:
2. The enactment of any Law, or any action by or on the part of any government institution, agency, instrumentality, contractor, employee or officer of a foreign government or foreign corporation, or exercise of de facto jurisdiction over this Trust, the purpose or effect of which is as follows:
  - a. The acquisition, expropriation, or confiscation of any of the assets of and comprising the Trust;
  - b. The restriction in any way on the use, investment, or distribution of the Trust; or
  - c. The restriction, suspension, or abrogation in whole or in part of the Trust constituted by this Trust Indenture or of any contract in relation to the Trust, in which event the Emergency Trustee shall forthwith become vested with title to the Trust as if it had been the Trustee hereunder and within the forum for the administration of the Trust constituted by this Trust Indenture, and shall have jurisdiction over all matters appertaining to this Trust Indenture, the Trust declared herein, and of any and all matters relating thereto.
    - i. The appointment of the Emergency Trustee caused by an emergency such as "life or death" or "economic disaster," in which case said appointment shall be applicable at the time its appointment becomes effective and the Emergency Trustee shall be entitled to remuneration calculated according to its scale of fees from time to time in force.
    - ii. The declaration or existence of a state of war in consequence of which the Citizens, nationals, or People of the Trust Situs are declared to be or deemed to be enemies of any foreign government. The invasion of the Trust Situs by military forces.
    - iii. The exchange of Trust assets for Certificate of Capital Units in a Trust, and the exchange of the acquired Capital Units to the Holders of Certificate of Capital Units in the Trust.
    - iv. The distribution of all assets to Beneficiary(s) of the Trust, and/or the exchange of all assets back to Holders of Certificate of Capital Units in the Trusts.

### **FURTHER PRIVACY PROVISIONS**

This Trust Indenture shall be interpreted as a private contract made under exclusive jurisdiction of American Common Law of Contracts, and all Rights to privacy available in this and other applicable jurisdictions, and shall be applicable in accordance with and in addition to, as though it were a part thereof, the opinions rendered in *Smith v. Morris*, 2 Ca. 524; *Boyd v. U.S.*, 116 U.S. 618; and *Silverthorne Lumber Company v. U.S.*, 251 U.S. 385, which states in pertinent part, "the Trustee[s] of a trust have all

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**SCHEDULE "A"**  
**DESCRIPTION OF PROPERTY**

# OF UNITS	Name(s) of Holders Address(es) of Holder	Issue Date	Disposition
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**SCHEDULE "A"**  
**DESCRIPTION OF PROPERTY**

Beginning Inventory:

A sum-certain total of twenty-one (21) United States of America "Peace" dollars of ninety (90%) per cent silver, of the year One Thousand Nine-Hundred Twenty-Two (1922)



**SCHEDULE "D2"**  
**SUCCESSOR TRUST OFFICERS**

Position	Name(s) of Officers	Address(es)	Disposition
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**SCHEDULE "D"**  
**DISCRIPTION OF TRUST CORPUS**