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(City/State/Zip/Phone #)

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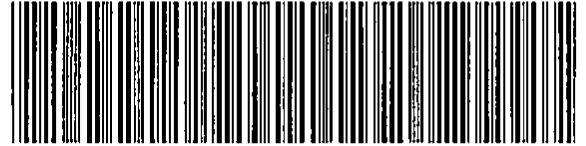
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(Business Entity Name)

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TALLAHASSEE, FLORIDA

## TRANSMITTAL LETTER

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

**SUBJECT:** The Evander Trust

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

**FROM:** The Leviticus Trust  
Name (Printed or typed)

60-7398 Yonge St # 1375  
Address

Thornhill, ON L4S 8J2 Canada  
City, State & Zip

850 322-7940  
Daytime Telephone number

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

A Public 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 The Evander Trust # 55601342, a

(Name of Trust)

BC

(State)

The Evander Trust # 55601342, in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 1771 Robson Street - 1792  
Vancouver, BC V6G 3B7 Canada
3. The registered agent and street address in the State of Florida is:  
Latawius Robinson  
6 3009 City Place, Tallahassee, Florida 32301
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.

Latawius Robinson, TTEE  
(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.

NOTARY

Name:

Chairman of the Board of Trustees

*X SEE ATTACHED NOTARIAL  
CERTIFICATE MKE*  
(CR21:06363 00)

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

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SECRETARY OF STATE  
ALL CHARGES PAID

**FLORIDA JURAT**  
FS 117.05(13)

State of Florida

County of

LEON

Sworn to (or affirmed) and subscribed before me by means of

☒ Physical Presence.

— OR —

☐ Online Notarization.

this 30 day of APRIL, 2024, by  
Day Month Year

LATAVIUS WILLIAM ROBINSON

Name of Person Swearing or Affirming

Melissa K. Garner

Signature of Notary Public — State of Florida

MELISSA K. GARNER

Name of Notary Typed, Printed or Stamped

**Melissa K. Garner**  
**State of Florida - Notary Public**  
**Commission #HH 356421**  
**My Comm. Expires March 28, 2027**

☐ Personally Known

☒ Produced Identification

Type of Identification Produced:

FL DRIVERS LICENSE

Place Notary Seal Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: PUBLIC TRUST

Document Date: 04/30/2024

Number of Pages: 15

Signer(s) Other Than Named Above: N/A

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STATE OF FLORIDA

**“Public” Trust Constitution**

and

**Articles**

**The Evander Trust**

**ID NUMBER: 55601342**

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## **Trust Constitution**

This Trust is ordained and established by and between the man/woman and living spirit given the name **Ra'Kwan Ma'Lik**, of the **Allen** family, hereinafter Grantor, and the man/woman and living spirit given the name **Latavius William**, of the **Robinson** family, hereinafter Trustee of the Executive Office for **The Evander Trust**.

**The purpose of this trust is the take care of the beneficiary.**

Grantor is the lawful owner of the property described in Schedule A and incorporated herein by reference. Grantor desires to make provisions for the care and management of this property, collections of income thereof, and the disposition of both the income and this property in the manner of a non-exhaustive discretionary private express trust, for the benefit of the Beneficiaries found in Schedule B, incorporated herein by reference, as provided below: and

The above Trustee(s) have accepted appointment and agreed, subject to the terms herein, to occupy one of the several offices composing the Trustees, is hereby established. And in consideration of the matters described above and of the mutual covenants and obligations set forth in the Trust Constitution, both standing on this land, agree as follows:

### **Article I. NAME OF THE TRUST; TRUST PURPOSES**

- 1.01** The title of this Trust shall be, "**The Evander Trust**".
- 1.02** Each Trustee shall act and take-action to accomplish the following Trust purposes:
- a. To preserve, enlarge and maintain the integrity of the Trust Res.
  - b. To foster honorable values and assist in the privacy, general welfare, education, security and safety of the Beneficiaries.
  - c. To engage in any and all lawful activities and acts deemed necessary or desirable in the name of the Trust, provided those purposes and actions shall not be inconsistent with other provisions herein.
  - d. The purpose of this trust is the take care of the beneficiary.

### **Article II. CLASSIFICATION OF ORGANIZATION; IRREVOCABILITY; SITUS**

- 2.01** This Trust Constitution and Articles, hereinafter "Trust Constitution," establishes a private express trust organization. This Trust Constitution and its supporting documents shall never be interpreted or construed to create or in any way constitute any form of sovereign trust, business trust, tenancy in common, a corporation, a partnership, an association, or a Massachusetts type trust association.

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TALLAHASSEE, FLORIDA

**2.02** This Trust Constitution creates an irrevocable complex trust. No part of the Trust Res shall revert to the Grantor, and no right or title in or to the assets exchanged to this Trust shall revert to the Exchangers at any time, except as provided herein.

**2.03** The Trust created herein is a separate and independent entity and, as such, is not liable for any debt or obligation incurred personally by Grantor, any Trustee, Authorized Representative, or any Beneficiary.

**2.04** Original situs is the land known and within the boundaries of the State of **British Columbia**.

### **Article III. GOVERNING LAW**

**3.01** The Trust shall be governed under the laws of **British Columbia**.

**3.02** The Trust shall be administered exclusively by its Trustees, who shall occupy such offices as free inhabitants.

**3.03** Notwithstanding any other provision of law, all suits in law or in equity to which **The Evander Trust** shall be a party, shall be deemed to arise exclusively under the laws found in 3.01 above and with respect to 3.02 above.

### **Article IV. ACCEPTANCE OF TRUST**

**4.01** Grantor, in consideration of acceptance by the signed Trustee of the Trust Constitution, hereby conveys, transfers, assigns and delivers to the Trustee the property (including rights) described in Schedule A, together with all other property that may from time to time be held by the Trust under this Trust Constitution.

**4.02** The Trustee, by executing this Trust Constitution, accepts this Trust and the duties and obligations contained herein, and acknowledges that the Grantor has settled upon it the Trust Res set forth in Schedule A.

### **Article V. TRUSTEES**

**5.01** The Trustee, upon appointment and acceptance of this Trust Constitution, may appoint one or more additional Trustees, but no more than five.

**5.02** All those appointed as occupant of an Office of Trustee of this Trust shall be attributed the qualities of being diligent, studious and worthy of trust, and shall be of lawful age [not a minor] and hold the Office of Trustee during good behavior, and shall receive for their service and labor a lawful compensation, which shall be no less than the value of one troy ounce of silver annually and shall not be diminished during their continuance in Office.

**5.03** In the event of death, resignation, or incapacity of one or more Trustees, the remaining Trustee(s) shall continue to serve and shall appoint a Successor Trustee from Schedule D or another appropriate source if deemed necessary. If only one Trustee remains, the remaining Trustee is required to appoint an additional Trustee. A Trustee shall be deemed incapacitated



whenever he cannot effectively manage property or financial affairs due to an unexplained disappearance or absence for more than thirty days, or whenever he is detained under duress.

**5.04** In the event that the Trust is without a Trustee, a Successor Trustee listed in Schedule D shall serve in place of the incapacitated Trustee and have the ability to appoint new Trustees within thirty days.

**5.05** The Trustees shall meet a minimum of once annually, either at an approved location or by phone or online conference, to approve all plans, minutes and other administration. Any Trustee expecting to be absent must assign a current Trustee as proxy to handle all affairs on behalf of the absent Trustee. The absent Trustee must give notice of absence and assignment of proxy to the other Trustees prior to the scheduled meeting, either in written or verbal form.

**5.06** The Trustees shall maintain well-kept books, accounts and records, and shall preserve proper Minutes of meetings and record all decisions therein relative to this Trust. All such records shall only be available to active Trustees. All materials regarding the Trust are to be kept private and are not to be loaned, read, or disclosed to anyone at any time, unless it is determined by unanimous consent of the Trustees of this Trust that disclosure of a particular Minute or detail would be in the best interest of this Trust.

#### **Article VI. POWERS OF THE TRUSTEES**

**6.01** To adopt and use a seal. Where the seal is, only one Trustee signature needs to be with it.

**6.02** To make private contracts and express trusts.

**6.03** To sue and be sued, complain and defend, in any landed common law Article III court in these several States, or a court of equity if trust situs is outside these united States.

**6.04** To adopt and enforce Bylaws, to be recorded in the minutes book, known as Schedule H, for the management and regulation of this Trust's affairs and property, the transactions of the Trust's business, and the calling and holding of meetings, shall constitute the authority and the official guide for the actions of the Trustees and/or Agents in executing their duties. Such Minutes shall conform to The Golden Rule, do no harm to others or their property, the guidelines and mandates set forth in this Constitution and shall be binding.

**6.05** To appoint a Successor Trustee with the power to assume Trustee powers of control during vesting, or title, rights, powers, and privileges granted to the initial Trustee who should die or become unable to continue with their responsibilities; to allow them suitable compensation; and to dismiss Successor Trustees by unanimous vote of the Trustees, appointing another within thirty days. In addition, each Successor Trustee shall be subject to all of the restrictions, obligations, and duties, discretionary and ministerial, imposed upon and given to the initial Trustees. No Successor Trustee is obligated to examine the accounts, records or actions of any previous Trustee. No Successor Trustee shall be in any way or manner responsible for any act or omission to act on the part of any previous Trustee or the Authorized Representatives.

**6.06** To appoint a Trust Protector with the power to remove Trustee(s) with reason or cause; to allow them suitable compensation; to dismiss a Trust Protector by the unanimous vote of the

Trustees, the Trustees appointing another within thirty days. Protector must submit reason or cause for removal to the remaining Trustees for majority vote, to include Protector's circumstantial voting privilege on this issue alone; Trustee(s) under review will have voting privileges suspended until matter is resolved. Protector is prohibited from office as Trustee or Successor Trustee.

- 6.07 To appoint Authorized Representatives as additional Trust Officers not otherwise provided for in this Trust Constitution; to define their duties and powers; to dismiss such Trust Officers at the discretion of the Trustees by majority vote; and to allow them suitable compensation.
- 6.08 To elect from the Trustees an Executive Trustee, Secretary Trustee, Treasurer Trustee, and/or any position deemed necessary. Each Trustee shall have equal power yet, at times, separate duties.
- 6.09 To contract for services deemed necessary or desired for the proper operation of this Trust. The Trustees may compensate anyone, including themselves, in a reasonable amount, for necessary functions performed incidental to the operation of this Trust. All such compensation shall be fixed and paid at the discretion of the Trustees by majority vote; however, any Trustee may waive compensation for services rendered.
- 6.10 To include powers of, but not limited to, buying, selling, borrowing, loaning, using Trust assets as collateral; and owning stock, Corporations, Partnerships or Associations. That it may also make any desirable investments, then available lawfully; but they shall have no authority to perform any actions prohibited in this Constitution.
- 6.11 To decide, without limitation, the sale of any assets or property as they deem in the best interests of the Beneficiaries.
- 6.12 To exercise all powers specifically granted by the provisions of the Trust Constitution and such incidental powers as shall be necessary to carry on the purposes of this Trust, within the limitations prescribed by the Trust Constitution. Every discretion or power hereby conferred on a Trustee shall be an absolute and uncontrolled discretion or power, and the Trustee shall not be liable for any loss or damage occurring as a result of the exercise of such discretion or power, so long as such exercise is in good faith.
- 6.13 To change the situs, at any time, by a majority vote from the Trustees.
- 6.14 To resign, if desired, by instrument in writing.
- 6.15 Trustees have authorization to act independently from all other Trustees on matters not requiring majority approval, consent or involving an outgoing fiduciary transfer.
- 6.16 The right to modify this Trust Constitution, through the adoption and passing of Bylaws, is hereby expressly reserved for the Trustees by majority vote.

## **Article VII. ADMINISTRATION**

- 7.01 The Trustees shall conduct the financial affairs of this Trust in an orderly manner with respect to deposits, withdrawals, loans and escrow arrangements. The Trustee(s) are hereby authorized to

open and maintain one or more non-interest-bearing checking accounts in the name of this Trust in any financial institution.

- 7.02 Trustees shall be entitled to reimbursements of all direct and indirect expenses of this Trust and its administration.
- 7.03 Trust Seal shall have the power, force and agreement of all the Trustees signatures together; only for use regarding Trust Minutes.
- 7.04 Trust Seal shall have the power, force and agreement of all the Trustees signatures together; only for Bylaws, Appointments of Office and Removals of Office when Trustees are incapable of physical signature, yet are in attendance online virtually. Where possible, a recorded voice of agreement from Trustee(s) is requested for record.
- 7.05 Trustee(s) shall not be liable for the consequence of any error or omission whether of law or of fact for any breach of duty or trust whatsoever, unless it shall be proved to have been made and omitted intentionally [mens rea], fraudulently and in bad faith.
- 7.06 The Grantor, Exchangers, Beneficiaries, Trustees and all other Trust Officers shall be held harmless against any and all claims, taxes, obligations and/or impositions arising in connection with this Trust.

#### **Article VIII. CAPITAL CERTIFICATES**

- 8.01 The Trustees by majority vote shall be authorized to issue certificates of capital interest, hereinafter "**Capital Certificates**" aka "TCU's", representing a proportional share of the Trust Res remaining at the termination of this Trust. The Capital Certificates shall have no par value, and the Trustees shall not place any nominal value on Capital Certificates. Capital Certificates are non-assessable, non-taxable, non-negotiable and especially limited in transferability.
- 8.02 A single Trustee is authorized to receive property into this Trust, but a single Trustee shall not issue Capital Certificates. Capital Certificates shall only be issued upon a majority vote of the Trustees.
- 8.03 A party exchanging property for Capital Certificates, hereinafter "Exchanger," shall be identified on a registry of Capital Interest Holders, Schedule C.
- 8.04 Ownership of Capital Certificates shall not entitle the Exchanger to any legal or equitable title in the Trust, nor to any undivided interest therein, nor management thereof, except and only at such time as the Trust is terminated.
- 8.05 The number of Capital Certificates issued shall be unlimited.
- 8.06 Fair market value of exchange at the time of issuance of each Capital Certificate shall be at the discretion of the Trustees by majority vote.
- 8.07 Capital Certificates shall be immune from seizure, levy or attachment by any creditor of the Exchanger, without exceptions.

- 8.08 An Exchanger shall not have the right to ask for partition of the Trust, Trust Res or Trust profits during the continuance of the Trust. An Exchanger shall only have an interest in distribution of assets upon termination of the Trust, unless approved by the Trustees by majority vote.
- 8.09 Death, insolvency, or bankruptcy of an Exchanger shall not entitle any creditor, heir, legal representative or any other person to demand any special accounting, partition, division or dissolution of the Trust. Death of an Exchanger shall not terminate his or her rights if said rights are pre-assigned to the Exchanger's assignee or beneficiary as provided in the Minutes Book of record, Schedule C or a trust of the Exchanger. Said rights shall therefore not pass by probate or operation of law to any heir or legatee, but shall pass to the assignee or beneficiary of the Exchanger, or in the event no assignment is made, the Capital Certificates shall be void and all interest represented by said Capital Certificates shall revert back to this Trust.
- 8.10 Capital Certificates may be surrendered to or transferred back to this Trust, subject to the approval of the Trustees by majority vote, but may not otherwise, voluntarily or involuntarily, be pledged, assigned, hypothecated, sold, encumbered or transferred by an Exchanger except by written approval of the Trustees by majority vote. Upon surrender, the Trustees by majority vote may, at its sole discretion, assign, convey, or exchange said Capital Certificates to any other person(s).
- 8.11 Capital Certificates lost or destroyed, may have a new one issued in its place, on such conditions as the Trustees by majority vote deem necessary and proper.

#### **Article IX. BENEFICIAL INTEREST CERTIFICATES**

- 9.01 The Trustees by majority vote shall be authorized to issue certificates of beneficial interest, hereinafter "**Beneficial Interest Certificates**" aka "**UBI's**", in such form as it deems proper, evidencing the proportional equitable interest of the Beneficiaries. The Beneficial Interest Certificates shall have no par value, and the Trustees shall not place any nominal value on Beneficial Interest Certificates. Beneficial Interest Certificates are non-assessable, non-taxable, non-negotiable and especially limited in transferability.
- 9.02 Trustee(s) shall **not** hold Beneficial Interest Certificates in their personal capacity without first abdicating their fiduciary power and status.
- 9.03 A single Trustee shall not issue Beneficial Interest Certificates. Beneficial Interest Certificates shall only be issued *upon a majority vote* of the Trustees.
- 9.04 All Beneficiaries shall be identified on a registry of Beneficial Interest Holders, Schedule B.
- 9.05 Beneficiaries hold no legal title in the Trust Res, any undivided interest therein, or management or control thereof.
- 9.06 Beneficiaries shall possess no control of the Trust, shall have no say in administration of the Trust, and shall have no say in the appointment and/or removal of Trust Officers.

- 9.07 The number of Beneficial Interest Certificates issued shall be limited, to a minimum of one-hundred and a maximum of one million.
- 9.08 Beneficial Interest Certificates shall be immune from seizure, levy or attachment by any creditor of the Beneficiary, without exceptions.
- 9.09 Beneficial Interest Certificates shall not entitle the Beneficiaries to participate in all distributions from the profits of this Trust.
- 9.10 A Beneficiary shall not have the right to ask for partition of the Trust, Trust Res or Trust profits during the continuance of this Trust. A Beneficiary shall only have equitable interest as determined by the Trustees by majority vote.
- 9.11 The Beneficial Interest Certificate holder is: **The Leviticus Trust.** (Sec Schedule B).
- 9.12 Death, insolvency, or bankruptcy of a Beneficiary shall not entitle any creditor, heir, legal representative or any other person to demand any special accounting, partition, division or dissolution of the Trust. Death of a Beneficiary shall not terminate his or her rights if said rights are pre-assigned to the Beneficiary's beneficiary *or assignee* as provided in the Minutes Book of record, Schedule B or a trust of the Beneficiary. Said rights shall therefore not pass by probate or operation of law to any heir or legatee, but shall pass to the assignee or beneficiary of the Beneficiary, or in the event no assignment is made, the Beneficial Interest Certificates shall be void and all interest represented by said Beneficial Interest Certificates shall revert back to this Trust to be equally divided among remaining Beneficiaries.
- 9.13 Beneficial Interest Certificates may be surrendered to or transferred back to this Trust, subject to the approval of the Trustees by majority vote, but may not otherwise, voluntarily or involuntarily, be pledged, assigned, hypothecated, sold, encumbered, or transferred by a Beneficiary without the written approval of the Trustees. Upon surrender, the Trustees by majority vote may, at its sole discretion, assign, convey, or exchange said Beneficial Interest Certificates to any other person(s).
- 9.14 If upon the termination of any Trust created under this agreement a final distribution is to be made to a sole beneficiary of another trust created under this agreement, The Trustees by majority vote shall make the distribution to the second trust instead of distributing the property to the beneficiary outright.
- 9.15 Beneficial Interest Certificates lost or destroyed, may have a new one issued in its place, on such conditions as the Trustees by majority vote may deem necessary and proper.

#### **Article X. REVOCATION OF CERTIFICATES**

- 10.01 The Trustees by majority vote reserve the right to revoke any Capital Certificate or Beneficial Interest Certificate should the action be deemed in the best interest of the Trust and/or should the Trustees deem necessary to do so. The holding of any certificate is a privilege granted solely at the discretion of the Trustees by majority vote.

- 10.02** The Trustees by majority vote may waive its right to revoke a certificate if it chooses to do so. The waiver must be in writing, signed by the Exchanger for Capital Certificates or Beneficiary for Beneficial Interest Certificates, and signed and sealed by the Board.

#### **Article XI. TERM**

- 11.01** This Trust shall continue or terminate at the sole discretion of the Trustees by majority vote as it deems in the best interest of the Beneficiaries. Grantor shall have no reverter privileges.
- 11.02** The Trustees shall act in full accordance with the Rule Against Perpetuities, unless exempt or excepted. The perpetuities period shall be twenty-one years after the last to die of the currently living great-grandchildren and/or grandchildren and/or children of lineal consanguinity to the man and living spirit, given Family Name of the beneficiaries of **The Judea Trust**; the intent be done as near as possible.
- 11.03** In the event a court of competent jurisdiction determines that the term or any other provision violates the Rule Against Perpetuities, then the term or provision shall automatically be revised and reformed to coincide with the maximum term permitted by the rule, and this Constitution shall not be terminated solely as a result of a violation.

#### **Article XII. PRIVACY**

- 12.01** This Trust Constitution is a private agreement.
- 12.02** Trustees shall not be obligated to make known to anyone that this Trust Constitution exists, to disclose any part of the Trust Constitution to any outside party, to disclose any Trust matter, or to disclose the name of any Trust Officer, Grantor/Settlor, Exchanger or Beneficiary.
- 12.03** Trustees shall not be obligated to contact any Exchanger or Beneficiary until such becomes absolutely and indefeasibly entitled to a benefit or to capital, and the Trustee shall then only be obliged to disclose the actual entitlement and the existence of this Trust Constitution.
- 12.04** This Trust is not subject to control by any outside party of any kind. Any law, statute, regulation or procedure denying or obstructing the Trust impairs this special contractual obligation, evidenced by this Trust Constitution, and is therefore in direct violation of substantive law.
- 12.05** The books and records of this Trust are not subject to review or subpoena. In the event of a subpoena or summons, a Trustee may disclose information about Trust business only upon a unanimous vote of the Trustees. No other party other than the Trustees shall have the right, responsibility or obligation to produce this Trust Constitution or any part of it. Any party receiving disclosure of Trust business and/or conducting business with the Trust shall be bound by this Trust Constitution and the law, venue and jurisdiction set forth herein.
- 12.06** The disclosure of any information by a Trustee without majority vote shall constitute a violation of Trustee's fiduciary responsibility, and said Trustee may be removed by majority vote of the remaining Trustee(s) in writing.

- 12.07** Under no circumstances shall a Grantor, Settlor or Exchanger disclose any portion of the Trust Constitution to any party at any time.
- 12.08** Should it become necessary for a court of competent jurisdiction to protect the administration of the Trust Res. such court shall be bound by the intention, purposes, terms, conditions, covenants, restrictions and jurisdiction set forth in this Trust Constitution with Trust Minutes and Bylaws to be regarded as a portion of the rules and regulations of this Trust; and said court's acceptance of such responsibility shall constitute the consent of the court to be so bound, thus leaving for determination of the courts only the question of conscientious dealing of those persons or their Agents. In construing the purpose of this Trust Constitution Declaration and Trust Minutes, the presumption shall be in favor of the grant of power to the Trustees. All hearings shall take place in private, not open to the public.

### **Article XIII. PRIVATE DISPUTE RESOLUTION**

- 13.01** The Trustees shall attempt to resolve any dispute between an aggrieved party and the Trust privately. Should such negotiation fail, the next resort shall be mediation.
- 13.02** Any aggrieved party may request that the Trustees appoint a mediator acceptable to all parties concerned to resolve a dispute with the Trust through mediation. Should mediation fail, arbitration shall be the next resort.
- 13.03** Any aggrieved party unsatisfied by mediation shall receive Arbitration to resolve any dispute between the aggrieved party and the Trust. Unless otherwise specified by a prior contract between the aggrieved party and the Trust, the Board of Arbitration shall consist of three Men, independent of the Trust: one selected by the aggrieved party, one selected by the Trustees, and the third selected jointly by the two selected arbitrators. The Board of Arbitration shall, after meeting, investigation, and majority agreement, give judgment, which shall be binding on all parties. Each party in arbitration shall equally pay for services rendered.

### **Article XIV. BANKING**

- 14.01** The signed Trustee shall be the only Officer with banking authority until future Trustees are authorized by the Trustee.

### **Article XV. OATH OF OFFICE**

**15.01** Before entering on the execution of office, each Trust Officer shall take the following Oath or Affirmation: "I do solemnly swear (or affirm) that I will faithfully execute the Office of Trustee of **The Evander Trust** and will to the best of my ability, preserve, protect and defend the Trust Constitution, Res and Bylaws of **The Evander Trust**."

**15.02** Each Trust Officer shall subscribe to the oath of office before a notary or two witnesses, verifying the authenticity of said oath of office.

**15.03** The subscribed and witnessed oath of office shall be recorded in the Oath of Office Records, Schedule G.

## **Article XVI. MISCELLANEOUS**

- 16.01** If any clause, paragraph, sentence, word or part of this Trust Constitution shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Trust Constitution, but shall be confined in its operation to the clause, paragraph, sentence, word or part thereof directly involved in the controversy in which such a judgment shall have been rendered.
- 16.02** This Trust Constitution shall be binding upon the parties hereto and upon their heirs, executors, administrators, successors, or assignees, and the parties hereto agree for themselves and their heirs, executors, administrators, successors and assignees to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Trust.
- 16.03** Titles of the articles are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending, or changing the express terms and provisions of the Trust Constitution.
- 16.04** Any person, entity, or organization of any kind whatsoever shall have the right at any time to add property by grant or donation, tangible or intangible, as deemed acceptable by a Trustee. Such property, when received and accepted, is irrevocable and not subject to be reclaimed, all title and ownership of said transferred property becomes part of the Trust Res.
- 16.05** As used herein, unless the context clearly indicates the contrary, the singular gender and number shall include each, the singular and the plural, and the use of any gender shall be applicable to all genders.
- 16.06** A Trustee of this Trust may serve as a Trustee of another Trust wherein that Trust is the beneficiary of this Trust. It shall not be deemed or construed to be a conflict of interest for a Trustee to serve in such a capacity.
- 16.07** Any and all notices provided for herein shall be given in writing by personal delivery, first class mail, or electronic mail to the last address known by the sender.
- 16.08** Until receiving notice of the incapacity, birth, marriage, death or other event upon which a beneficiary's right to receive payments may depend, Trustees shall not be liable for acting or failing to act with respect to the event or for disbursements made in good faith to persons whose interest may have been affected by such event. The parent or legal representative may act on behalf of a beneficiary who is a minor or is incapacitated. The Trustees may rely on any information provided by a beneficiary with respect to the beneficiary's assets and income. The Trustee(s) shall have no independent duty to investigate the status of any beneficiary and shall not incur any liability for failure to do so.
- 16.09** Nothing herein contained shall be construed as an intent to evade or contravene any law, or to delegate to Trustee(s) any special power belonging exclusively to franchise(s) or corporation(s).
- 16.10** Any act or deed done by Trustees, officers, agents, independent contractors or servants, under the direction of the Trustees by majority vote shall be done by approval for any activity not incorporated within the minutes at the time said new activity was put into being.



- 16.11** Upon the death of a beneficiary the Trust may pay the funeral expenses, burial or cremation expenses up to one-thousand Troy ounces of silver.
- 16.12** A written statement of a Trustee may always be relied upon by, and shall always be conclusive evidence in favor of, any transfer agent or any other person dealing in good faith with the Trustee(s) in reliance upon the statement.
- 16.13** Anyone may rely upon a copy of this agreement certified with the Trust Seal and a notary or two private witnesses to be a true copy, to the same effect as if it were an original.
- 16.14** The use of a notary to witness the execution of this Trust Constitution, future documents or any of its parts, if applicable, does not constitute any adhesion, nor does it alter the status of the parties or the status of the Trust. Use of a notary is for the sole purpose of acknowledgment and identification of the parties to the Trust Constitution and not for entrance into any foreign or public jurisdiction.
- 16.15** Every Officer who enters into a contract on behalf of the Trust, must notify the Trustees regarding contract details within twenty-four hours. If notification is not given within three days of the contract's initiation, Trustee will be automatically and immediately terminated from the Board and be held personally liable for the contract.

## GRANT & DECLARATION OF TRUST

In witness whereof, we have hereunto set our hands and seals in token and recognition of this Trust, and of the conveyance, delivery and acceptance of the Res, and of the obligations, powers and duties, herein assigned as a Trustee for The Evander Express Business Trust, a public business express trust organization, and each agrees to all the terms, conditions, covenants and restrictions stated in this Trust Constitution on this 29<sup>th</sup> day of September, in the year **twenty twenty-three**.

### Grantor Autograph

by: Ra'Kwan Ma'Lik Allen Grantor  
Ra'Kwan Ma'Lik Allen  
In the capacity of free inhabitant

### Trustee Autograph

by: Latawius William Robinson Trustee  
Latawius William Robinson  
In the capacity of free inhabitant

## NOTARY ACKNOWLEDGEMENT

FLORIDA State in Wakulla County

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of September, 2023 and the above-named individual(s) having appeared via ☒ physical presence / ☐ online notarization have produced satisfactory identification proving to be the person(s) whose name(s) is/are signed within this instrument and acknowledged execution of the same in their authorized capacity with full presence of mind, understanding the nature and effect of the document upon its execution. I certify under penalty of perjury that the foregoing paragraph is true and correct.



SHAWNA K. LYTLE  
Commission #111156698  
Expires August 2, 2025  
Board of Professional Notary Services

Shawna K. Lytle  
Notary Public  
81212025  
My Commission Expires