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Enclosure: James Eugene Tildesley

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W97-20880

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

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Quantum Leaf Trust

A Common Law 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 Quantum Leaf Trust,

(Name of Trust)

a State of Florida Trust hereby affirms in order to file or qualify

(State)

Quantum Leaf Trust, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 1128 Royal Palm Beach Boulevard
Suite 136 Royal Palm Beach, Florida
3. The registered agent and office in the State of Florida is:
JAMES EUGENE TYLDSLEY, 1128 Royal
Palm Beach Boulevard #136 Royal Palm Beach
Florida
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.

James Eugene Tyldsley

(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.

John Philip Ellis Senior

Name:

Chairman of the Board of Trustees

State of Florida

NOTARY

)ss

County of Okeechobee

)

Before me, the undersigned authority, personally appeared John Philip Ellis Senior personally known to me, and acknowledged that he did in fact execute the foregoing for the purposes stated therein this 23rd day of May, 1997.

My Commission Expires:



SHARON M. ALFONSO
COMMISSION # CC 442461
EXPIRES MAR 1, 1999
BONDED THRU
BONNORRA CO., INC.

Notary Public, State of Florida at Large

COPY

The Private Common-Law Declaration of Trust Contract

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

Quantum Leaf

Preamble

All Parties to the Contract, hereby declare Their inalienable Right to assemble and to contract as acknowledged and protected by the Constitution for the United States of America (1787), to wit:

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

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

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

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

And, in accordance with the above and in consideration of Twenty-One Dollars of Silver coin, money of the Republic of The United States of America and other good and valuable consideration in hand paid and accepted, We the parties to the Contract hereby enter into the Contract and thereby Create the Private Common-Law Declaration of Trust named above.

All parties to the Contract declare that they are of lawful age and mentally capable to contract and acknowledge that they fully understand the obligations the Contract encompasses and imposes upon them and by signatures, under seal, all parties to the Contract accept the respective positions in the Contract creating the Trust.

Dated the Seventh day of the Fourth month in the year of our Common Era Nineteen Hundred Ninety Seven, the Two Hundred Twenty-first year of the independence of The United States of America.

Article One, Trust Creation

Contract created and offered by: Jeffrey Clark Pollard, a Lawful Man (creator)

Contract read and accepted by: John Philip Ellis Senior, a Lawful Man (first Trustee)

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

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

Section 1.3 *The creator and others do hereby offer to the first Trustee, the sum of Twenty-One (\$21.00) Dollars of Silver coin, money of the Republic of The United States of America, to settle the Contract and thereby to convey to the first Trustee, representing the Board of Trustees of the Trust, certain properties and assets, the identity and description of which shall be set forth in Schedules A, B, and B-1, and the exchanger of the said properties and assets hereby warrant the legal and lawful acquisition and ownership thereof and current lawful authority to exchange the said interest(s) in the said properties and assets herein specified to the Trust. The first Trustee, by signing the Contract and the appropriate attachments and minutes under His seal, hereby accepts, on behalf of the Board of Trustees, the properties, assets, obligations, and duties for the herein set fees as now agreed upon and any additional properties and assets as from time to time may be acquired by the Trust and whatever additional requirements as may be set forth in the minutes, in addition to the terms, conditions, and provisions of the Contract. The first Trustee hereby agrees to exchange to the creator all of the capital units of the Trust for the said properties and assets received as Trust corpus as full and adequate consideration in money or money's worth. The exchange is neither a gift nor a sale. The creator hereby constitutes and appoints the first Trustee to be, in fact, a Trustee of the Trust hereby created and established.*

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

Section 1.5 *The creator certifies He maintains no possessory, reversionary, or retained interest in the Trust's corpus whatsoever, nor has the creator engaged in any secret agreements or pre-arrangements of any type with the Board of Trustees of the Trust that in any way obligates the Board of Trustees to act in any manner whatsoever on His behalf. The Board of Trustees shall at all times act as fair, unbiased, and independent fiduciaries, in the best interest of the Trust and the capital unit holders in strict conformity with the terms, conditions and intent of the Contract. The Trust is further declared to be irrevocable by the creator and may only be altered or amended as specifically hereinafter set forth in the Contract.*

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

Section 1.7 *Each beneficiary shall be evidenced as a Trust Capital Unit Holder. A capital unit certificate shall be issued to each person designated a beneficiary of the Trust. Each capital unit certificate shall evidence the amount of capital units, as well as the date such was issued in their name. The issuance of the said capital unit(s) must be recorded by the Board of Trustees in Schedule "C" on the day such capital unit certificate is issued, and all transfers of certificates or changes must comply with Article Nine of the Trust Contract. The list of the capital unit holders and the number of capital units held by each holder is to be kept current and private.*

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

Article Two, Name

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

Quantum Leaf

Article Three, Definitions

Section 3.1
as follows:

All words, terms and phrases used in the Contract shall be defined

Agent:	<i>Includes all Parties to the Contract not a Trustee.</i>
Beneficiary:	<i>The People, or entities, who receive and hold a capital unit and are the beneficiaries of the Trust. Receipt of a capital unit from the Trust is evidence of entitlement to receive disbursements of income, properties or assets from the Trust upon a distribution or upon the Trust's termination.</i>
Capital Unit Certificate:	<i>A certificate identifying a beneficiary of the Trust and indicating the percentage of properties, assets or income to be received by the said beneficiary.</i>
Creator:	<i>The Man that causes this Trust to begin and exist.</i>
Domicile:	<i>The permanent place of administration of the Trust, on the land, in the State and the County of a Trustee of record.</i>
Exchanger:	<i>Anyone who exchanges properties, assets or both to the Trust or who donates, sells, gifts, or otherwise funds the Trust, his or her properties or assets subsequently becoming Trust corpus.</i>
Gender:	<i>Where appropriate, words of the masculine gender also include the feminine and neuter; words of the feminine gender include the masculine and neuter; and words of the neuter gender include the masculine and feminine.</i>
Incapacitated:	<i>If any party to the Contract comes under a legal disability by reason of illness or accident and suffers either a mental or physical disability that, in the written opinion of two doctors currently practicing medicine, makes the said party unable to properly manage their affairs, he or she shall be deemed incapacitated for the purposes of the Contract. Children under the age of 18 years old shall be deemed incapacitated.</i>

Person:	<i>Includes all parties to this Contract; i.e., a Lawful Man, Women, the People, Agents, and legal entities.</i>
Protector:	<i>The Person who acts in the best interest of the beneficiaries and ensures that the independent Trustees of the Board of Trustees act in accord with the Trust Contract and the intent of the creator.</i>
Rehabilitation:	<i>If any party deemed incapacitated under the definition of incapacitated shall be deemed rehabilitated and is no longer under a legal disability, or they reach 18 years of age, or when, in the written opinion of any two doctors currently practicing medicine, they are again able to properly manage their affairs, upon their rehabilitation, those Persons shall resume the duties and powers they had prior to their incapacity and their successors shall relinquish all powers and be relieved of all duties.</i>
Singular & Plural:	<i>Where appropriate, words used in the plural or collective sense include the singular and vice-versa.</i>
Trustee:	<i>Trustee refers to the single, multiple and successor Trustees who at any time may be appointed or elected and who act in a fiduciary capacity under the terms and conditions of the Contract. The Person(s) that holds the properties and assets as Trust corpus, subject to the Contract's terms and conditions, for the benefit of Trust and the capital unit holders.</i>

Section 3.2 *The Creator specifically reserves the Right to choose the definition for every word, term, or phrase in the Contract creating the Trust and all attachments hereto and hereby delegates that Right to the unanimous decision of the Board of Trustees for proper interpretation of the Contract's terms, conditions and intent.*

Section 3.3 *All words used in the Contract not specifically defined herein shall be defined as used, in context, in God's Word The Bible, (Choice of The Bible translation used shall be the discretion of the Trustees), or as used in every day speech (common usage) of Americans using any Webster's Unabridged Dictionary (Choice of the specific Webster Dictionary used shall be the discretion of the Trustees).*

Section 3.4 *For the purpose of the Contract no terminology used herein shall be construed to invoke any jurisdiction other than Natural or Common law. It is expressly intended*

by the creator that no statutory, equity, admiralty/maritime, military rule, military law or any military-type of jurisdiction be invoked by the use of any word, term, phrase, language, numbering, dating, article, section or subsection of the Contract.

Article Four, Declaration Of Purpose

Section 4.1 *The purpose of the Trust is to provide for the economical administration of the properties and assets of the Trust by the Persons herein identified as the parties to the Contract, acting solely in a fiduciary capacity in behalf of the Trust, not in their own private character and capacity, to preserve, develop and expand the Trust corpus for the benefit of the Trust and the beneficiaries in whatever manner so designated or allowed by the Contract or by law, mindful of anything specifically prohibited as set forth herein.*

Article Five, Specific Intent

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

Article Six, Domicile

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

Section 6.2 *As this Trust is domiciled in the State of Florida, the Constitutional Republic, it is a foreign trust to THE UNITED STATES, a corporate type entity which is confined in venue in the Constitution for the United States of America (1787) in Article I Section 8 Clause 17.*

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

The Trust is not within the venue of the United States; it is not connected with and shall never involve itself in "the conduct of a trade or business" within the United States as the term "United States" is defined and geographically limited to the District of Columbia in Title 26 U.S.C. at §7701(a)(9). The Trust is not subject to the absolute but limited jurisdiction of the United States.

Article Seven, Duration

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

Section 7.2 *The Contract shall be renewable prior to its expiration date for any reasonable term, not to exceed the original term, so long as it is deemed by the Board of Trustees and the Protector, in a unanimous vote by all, to be in the best interests of the Trust and the capital unit holders and so long as they are in agreement with the renewal; however, the Trustees and Protector shall have the Right of one (1) renewal without the approval of the capital unit holders. If any capital unit holder objects a second or any subsequent renewal, the Board of Trustees shall distribute to the objecting party such portion of the Trust corpus as he would have been entitled to had the Trust terminated or expired and the Board of Trustees may continue the Trust with the remaining corpus and capital unit holders.*

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

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

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

Article Eight, Restrictions

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

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

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

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

- 1. Lawfully and Legally obtained.*
- 2. Lawfully and Legally owned.*
- 3. Unencumbered and Lawfully and Legally able to be exchanged to the Trust.*

Section 8.5 *Marshaling of assets in the Trust is strictly prohibited.*

Section 8.6 *Any unlawful or illegal activities are strictly prohibited in association with the operation of the Trust. No Trustee, Agent, Manager or any party to the Trust shall engage the Trust in any unlawful or illegal activity whatsoever or involve the Trust in any manner whatsoever in any unlawful or illegal activity.*

Article Nine, Capital Unit Certificate Holders (Beneficiaries)

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

Section 9.2 *No capital unit holder may transfer any unit or part thereof to anyone else without the unanimous approval of the Board of Trustees and the approval of at least one other capital unit holder, or the Protector of the Trust if no other capital unit holder exists. Ownership of a certificate of capital unit(s) of the Trust does not thereby vest any ownership in the corpus of the Trust and shall not entitle the holder to any equitable or legal title in or to any*

of the properties or assets of the Trust, nor to any say or power in the management thereof.

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

Section 9.4 No capital unit shall be subject to or liable for attachment, execution, or any other processes of attachment in or at law, in equity or in any other jurisdiction. No capital unit holder shall have the right to encumber, hypothecate, or alienate his interest in the Trust voluntarily, involuntarily or in any other manner whatsoever except the manner provided for in Section 9.2.

Section 9.5 It is the creator's expressed intent that if any capital unit certificate holder of the Trust shall contest in any court the validity of the Trust or its administration or management or in any manner attempts to nullify or set aside the Trust or any of its provisions, the Board of Trustees are authorized to defend, at the expense of the Trust, any such contest or attack by any and all persons so challenging the validity of the Trust or any of its provisions. The filing in any court of any document evidencing a challenge to the Trust by a capital unit holder will automatically cause the Board of Trustees to cancel and terminate such capital unit(s) and request the capital unit certificate(s) be returned to the Trust. Thereafter the Board of Trustees shall divide and distribute to the remaining capital unit holders those units pro-rata.

Section 9.6 A capital unit holder may waive the right to a distribution of income or corpus by a waiver delivered to the Board of Trustees prior to the date when such distribution shall take place. If a capital unit holder delivers a waiver, it shall be as if such person did not hold any capital units, except that a waiver shall not extend to a distribution not specifically noted in the waiver. As to all distributions hereunder, the Board of Trustees shall be the sole judge of the date(s) during the calendar year when a distribution shall be made and of the amounts thereof.

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

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

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

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

A person shall be deemed incompetent if such person is a minor, or under any lawful disability (as defined in Section Two of the Contract), or if incapacitated so as to make it impossible or impracticable to give prompt and intelligent consideration to business matters.

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

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

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

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

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

Article Ten, Trustees

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

Section 10.2 *The Trustees shall be ascertainable by a written appointment and an acceptance of appointment signed under seal by the creator or the first or an executive Trustee of the Trust. Each Trustee shall be given an Attachment specifying his or her appointment and each trustee shall sign, under seal, the attachment evidencing his or her acceptance of the duties and obligations of the Contract as an independent Trustee and such attachments shall be made a permanent part of the Trust's records.*

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

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

Section 10.5 *No Trustees, successor Trustees or agents shall be liable for any acts of or omissions of any other or prior trustees or agents. No successor Trustee shall be personally liable for any act of or the omission of any act required of him or her or his or her*

predecessor. With the approval of the Board, a successor Trustee may accept the accounts rendered and the property and assets received as a full and complete discharge to the predecessor Trustee without incurring any liability for doing so.

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

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

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

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

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

Section 10.11 Trustee Powers

a). The Trustees have all the Rights, Liberties, Powers and Immunities of a lawful man; they are entitled to do anything any lawful man may do in any State, Country or Nation. The Trustees shall not have any general powers, but shall have all the powers specifically delegated by the Contract and those recognized by law and the power to carry out the purpose of the Trust established pursuant to the Contract and shall be subject to the

discharge of the fiduciary obligations created thereunder. The Trustees shall have the following specific powers and discretions in addition to those conferred by law unless otherwise specifically restricted by the Contract or by any irrevocable minutes made a part of the Contract hereafter.

b). The Trustees have the power to determine and allocate what is principle (corpus) and what is income; to distribute principle or income; and, in all ways lawful but not otherwise restricted by the Contract, to operate the Trust; and to apportion and allocate receipts, expenses and other charges against either income or principal as the Trustees see fit.

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

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

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

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

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

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

h). Treatment of Various Properties and Assets: The Trustees have the power to purchase any lawful asset; to care for, maintain, repair, and improve any asset of the corpus of the Trust or abandon as worthless any such asset; to distribute in kind in divided and undivided interests; and to buy, sell, or hypothecate, gold, silver, diamonds, and other precious or semi-precious stones, metals or collectibles (i.e., coins, antiques, stamps, etc.).

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

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

k). The Trustees have the power to amend the Contract with appropriate minutes, duly recorded in the permanent records of the Trust, in order to better carry out the purpose and intent thereof, or in order to conform to or comply with any law, rule, regulation, or order of any Lawful government body which is lawfully promulgated in comportment with the Constitutions set forth in Section One of the Contract and that maintains its sovereignty pursuant to the Law of Nations and that the Trust becomes subject to, provided, however, that any such amendment may not be inconsistent with the basic purpose and intent, nor in degradation of the fiduciary obligations to the capital unit holders of the Trust.

Any amendment to the Contract must be by resolution, carried unanimously, recorded in the minutes of the Trust's records and, if such amendment is to be irrevocable, it must be so stated and therefore shall be a permanent part of the Trust.

l). Notwithstanding any other provision in the Trust, no action regarding the Trust shall be taken except upon the unanimous consent of the entire Board of Trustees having authority to exercise that power.

m). Disclaimer Provision: Notwithstanding the foregoing provisions hereof, the Trustee serving thereunder does have and shall exercise the right, by instrument in writing, to disclaim, release or renounce, at any time and from time to time, any power or authority granted to him by law or under the provisions hereof provided, however, that no such disclaimer, release or renunciation shall be binding upon the successor Trustee, unless the said successor Trustee shall similarly disclaim, release or renounce such power or authority.

n). Notwithstanding any provisions of the Contract or any minutes thereof, no power shall be exercised, nor any action taken, by the Trustees except upon the unanimous consent of the Trustees having authority to exercise that power.

Section 10.12 Meetings

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

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

c). Neither the Trust itself nor any of its attachments, schedules, minutes, or any other instruments, documents, records, bank accounts, nor any other written information dealing with the internal affairs and operations of the Trust shall be disclosed to any third party, except upon formal written approval of the Board of Trustees given at a regular or special meeting of the Board of Trustees as set forth above.

Article Eleven

Trust Protector

Section 11.1 *If the Creator of the Trust desires, a protector may be appointed by the same. If a Protector is originally appointed and thereafter resigns, a Successor Protector shall be appointed by unanimous vote of the Board of Trustees. A Protector shall always be a party to the Contract once appointed and, thereby, a party to the Contract and member of the Trust. The Protector shall not be a member of the Board of Trustees, and the Protector shall have the following powers only:*

Section 11.2 *The Protector shall (1) effect the removal of any of the original trustee(s) and successor(s) for cause; and, (2) approve the removal of any successor trustees for cause.*

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

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

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

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

Article Twelve

Agents and Managers

Section 12.1 *The Board of Trustees may elect, appoint, contract with or hire executive trustees, agents, managers, private workers, consultants, caretakers and others as the Board may deem expedient for proper functioning of the Trust. Such agents or managers may*

hold funds, properties or assets of the Trust for specific purposes or may manage the same. Any person may hold two or more positions simultaneously with such duties and functions as they are assigned.

Section 12.2 *In the construction of the Trust, and in the administration thereof the express wording and provisions of the Contract and attachments to the Contract are to prevail. The Trustees, and all other parties to the Contract appointed by them or under contract to the Trust, shall use just and wise discretion within the expressed provisions of the trust contract and its attachments and minutes to guide the affairs of the Trust. However, the provisions set forth in the Contract, attachments and minutes as created and adopted by the Board, and as interpreted from time to time by the amendments and resolutions recorded in the minutes of the meetings, shall serve as the governing instruments of the Trust and of the actions of the Board of Trustees.*

Section 12.3 *Specific definitions of words shall be as found in Article Two of this Contract and construed in such a manner as to best benefit the Trust and the beneficiaries of the Trust.*

Article Thirteen **Trust Counsel**

Section 13.1 *Immediately after the appointment of the Board of Trustees is complete, with a minimum of three (3) Trustees appointed and serving, the Trust Counsel shall be appointed. Such appointment shall be in writing, signed by the Trustees under seal, and such appointment shall then become a permanent part of the Trust's records.*

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

Article Fourteen **Third Parties**

Section 14.1 *All third parties, such as banks, brokerage firms, lending institutions, insurance or trust companies and all others who may conduct transactions with, for, or on behalf of the Trust, may require an assurance of the validity of the acting Trustees for the Trust and of the authorities and powers belonging to the Trustees. A Memorandum of Trust may be used for this purpose. Such memorandum shall be signed and certified by one of the Trustees and an accurate copy thereof entered in the records of the Trust by the record keeper.*

Section 14.2 *All third parties may rely upon the Memorandum as being a true and accurate account of the state of affairs of the Trust as regarding the authority and powers of current Trustees. Third parties shall not be subject to any duty to inquire into the authority for or propriety of any action taken, or purported to be taken, for any omissions made, or for anything contemplated by the Trustees of the Trust. Such third parties may fully rely upon any*

written instrument evidencing action taken by the Trustees as recorded in the attachments and minutes of the Trust or the Memorandum of the Trust. All written action by the Trustees shall be binding upon the Trust and the properties and assets of the Trust as fully as if such action had been specifically granted and approved in the Trust instrument.

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

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

Article Fifteen Governing Power

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

Article Sixteen Offense Posture to a Challenge

Section 16.1 The Trustees are hereby required to take an offensive position against anyone challenging or otherwise interfering with the free operation of the Trust. In all cases whatsoever, when anyone or anything is interfering with the Contract's execution, or intimidating or interfering with the parties to the Contract in the discharge of their fiduciary obligations hereunder, an offensive posture against such persons shall be assumed by the Board. Civil Actions at Law or lawsuits and criminal prosecution(s) shall be instituted within a reasonable amount of time against anyone or anything that in any way negatively effects the operation of any of the terms and conditions of the Trust Contract or against whoever attempts to threaten, intimidate, obstruct or in any way hamper or prevent the Trustees or Agents of the Trust from their free exercise of their inalienable constitutionally secured Rights, in the administration of the Trust or in the discharge of their obligations.

Section 16.2 *Any interference or intimidation with the Liberties, Rights, privileges, immunities or the fulfillment of the obligations of the Contract lawfully enjoyed by the Trustees and Agents of the Trust is unlawful and can constitute a felony crime pursuant to Title 18 U.S.C. Section 241. (at minimum) which, upon conviction, can subject one to up to ten years in jail and a fine.*

Section 16.3 *Additionally, such interference or intimidation can be a cause for an Action at Law or a civil action pursuant to Title 42 U.S.C. Sections 1986, 1985, and 1983 or a civil trespass tort.*

Article Seventeen **Challenges and Contract Survival**

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

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

Section 17.3 *If any article, section or sub-section of the Contract is found to be unenforceable or lawfully void, negotiation shall be held with the accusing third party. The unenforceable clause shall either be revised or deleted when agreement is reached between the Trustees or appointed Agents and the accusing third party in good faith.*

Article Eighteen **Judicial Instructions**

Section 18.1 *No Judge of competent jurisdiction need look further than the four corners of the Contract and the accompanying attachments, minutes, contracts, agreements or other written instruments to interpret the intent and purpose of the Trust or for any other lawful*

reason whatsoever, and the said Judge, being directed to service and labor as a representative of the People, is hereby commanded to uphold and enforce the Contract by strict construction, in its entirety, article by article, section by section, and word by word.

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

Article Nineteen

Specific Lawful Demands

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

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

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

Article Twenty

Administration and Expenses

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

a). Reasonable compensation to all trustees, agents or managers, consultants, caretakers or others under contract with and providing services, articles, or utilities to the Trust;

b). Expenses in the operation, maintenance, cleaning, repairing and otherwise caring for the properties and assets of this Trust;

c). Expenses in the procuring of necessary supplies, equipment and materials in behalf of this Trust, either by purchase, lease, rental or otherwise;

d). Payment of any taxes lawfully owed by the Trust. The payment of charges, assessments of license fees, permits or zoning variances in behalf of the Trust properties and assets. Payment for licenses, bonds, etc. for any party to the Contract while providing services to the Trust;

e). Payment of insurance premiums with respect to any policies owned by, or provided to any party to the Contract on behalf of, the Trust;

f). Payment of legal, bookkeeping, accounting and other professional services provided to the Trust while providing services to the Trust;

g). All ordinary or reasonable, and necessary expenses in caring for this Trust, its properties and assets.

Article Twenty-One

Deadlocks and/or Disagreements

Section 21.1 In the event of a deadlock, disagreement, impasse or confusion as to the meaning or application of any part of this Contract and its attachments and minutes, which cannot be resolved otherwise, the Protector of this Trust, may convene a committee of arbitrators to determine a solution. This committee shall consist of two (2) persons, independent of the Trust, appointed by the Protector of the Trust, with the Protector having the final determination thereof. This committee shall have the power, upon investigation, meeting, and two-thirds (2/3) of the votes, to decide the issue (all Trustees voting as one (1) in this vote, the arbitrators voting as one, and the Protector voting as one). All such decisions of the committee shall be binding and conclusive upon all the parties to this Contract.

Section 21.2 If, after meeting with the mediator, the matter cannot be resolved, then the matter will be decided with a trial by jury brought before a Judicial Court of Florida, or a Judicial Court of The United States of America, wherever venue and jurisdiction dictate.

Section 21.3 The costs of the mediator will be divided equally between the Trust and the contracted party. All costs for litigation will be borne by the independent parties thereto.

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

Article Twenty-Two

Distribution of Trust Income or Corpus

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

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

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

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

Article Twenty-Three

Beneficial Enjoyment

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

Article Twenty-Four

Charitable Contributions

Section 24.1 *The Trustees of the Trust are authorized to make contributions or gifts for religious, charitable, scientific or educational purposes, for the prevention of cruelty to children, the elderly or animals, or for the preservation of the environment.*

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

Section 24.3 *No properties or assets obtained by unlawful methods may be received by the Trustees at any time.*

Article Twenty-Five Beneficiary Protection Provisions

Section 25.1 *The Contract and its attachments, minutes and the Trust Capital Unit Certificates, specifically limit the assignability of any capital unit. To the full extent permitted by law no capital unit issued pursuant to the Contract shall be subject to any voluntary or involuntary assignment, alienation, pledge, attachment, encumbrance, or to the claims of any creditors or judgments brought against any capital unit holder by any legal or lawful process. The Trust shall hold all its properties and assets in the name of the Trustees and the Trust and no property or asset shall be subject to the personal liability of the Creator, the Trustees, the capital unit holders or any Agent of the Trust. No attachment, execution, garnishment, sequestration or other type seizure of any capital unit under any legal, equitable or lawful process shall be recognized by the Trustees of the Contract. The interest of a beneficiary in principal or income shall not be subject to the claims of any spouse for alimony, support or settlement, or to any legal process regarding divorce proceedings unless so specifically stipulated in writing by the Creator or in a subsequent writing by unanimous action of the Board of Trustees and the Trust Protector.*

Article Twenty-Six Accounting

Section 26.1 *The Trustees or any appointed Agent delegated as record keeper shall maintain the books, records, documents and accounts of the Trust. This function may be delegated to a bookkeeper or accountant outside of the Trust, if necessary. The capital unit holders shall have the right to inspect any of the books, documents, or other records of the Trust at a reasonable time, upon written notice to the Trustees or the Trust Protector. The Trustees are not required to, and need not make, any formal accounting to or on behalf of the capital unit holders, except upon written demand approved by the Board of Trustees. The Trustees may, however, render an accounting to the capital unit holders from time to time for inspection by the capital unit holders.*

Article Twenty-Seven Bond

Section 27.1 *No Trustees wherever acting shall be required to give bond or surety, obtain letters of authority from or the approval of any court in the exercise of any power*

conferred upon him or her, or take an oath or furnish any bond or other security unless the Board of Trustees, by appropriate minute, shall require such bond. The Creator expressly waives compliance by Trustees with any law now or hereafter in effect requiring any legal qualifications, administration or accounting experience, or any requirement that the Trustees be qualified by any government, de jure or de facto, or instrumentality thereof, licensed, or otherwise qualified or appointed by a court of competent jurisdiction.

Section 27.2 If the Board of Trustees ever requires any bond in the future for any reason, the Trust shall pay the premium or cost of such bond or insurance.

Article Twenty-Eight Insurance

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

Section 28.2 The Trustees do have and shall exercise the power to carry insurance of all kinds including life (fixed or variable), health, accident and disability policies on any beneficiary or anyone in whom the Trust has an insurable interest. Additionally, the Trust may secure the following insurance on anyone, any asset, or any property or business interest the Trust may have an insurable interest in or on, including, but not limited to, (a) life (b) income replacement, (c) personal liability, (d) fire, casualty and flood, (e) property damage and extended coverage, (f) property title insurance, (g) health and accident and (h) full automobile coverage for various parties to the Trust and the beneficiaries of the Trust, or on anyone in whom a capital unit holder has an insurable interest.

Article Twenty-Nine Legal Issues

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

Article Thirty Death, Insolvency, Bankruptcy and Treatment of Creditors

Section 30.1 The death, insolvency, bankruptcy or attachment by lien or levy by any creditor affecting any capital unit holder or the transfer of a certificate by sale, gift, devise

or descent as allowed upon the unanimous approval of the Trustees and the Protector shall not operate as a dissolution of this instrument or in any manner affect this instrument or the operation of the Trust. Possession of capital units shall not entitle the holder to any legal or equitable title in or to the properties or assets of the Trust, nor any undivided interest herein, nor in the management thereof, nor shall the death of a capital unit holder entitle his or her heirs or legal representative to demand any portion of, or a division and distribution of, the properties and assets of the Trust; however, any said approved successor may succeed to the same distributional interest as an original capital unit certificate holder.

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

Article Thirty-One

Privacy and Proprietary Information

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

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

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

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

Article Thirty-Two Seal

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

Article Thirty-Three Neutral Character of Trust

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

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

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

Article Thirty-Four Special Instructions

Section 34.1 *Special Instructions listed on Exhibit One.*

Article Thirty-Five Certification and Acknowledgment

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

Section 35.2 *The Creator then offered to exchange to the Trust certain properties and assets in a bargain for the Capital units of the Trust, this being neither a gift or sale, all the*

properties and assets, regardless of nature or source, are hereby transferred to the Trust with full legal and equitable title to be held by the Trust through its Board of Trustees and the first Trustee.

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

In Witness Whereof, the Creator and the first Trustee, by subscribing their signatures below, under seal, do hereby acknowledge the settlement of the Contract and the creation and establishment of the Trust thereby, and the conveyance of all properties and assets now comprising the trust corpus. Acknowledgment of delivery and certification of the acceptance by the first Trustee of the properties and assets which make up the corpus of the Trust, and acceptance of the obligations and duties as herein contained and the first Trustee's agreement to all the terms and conditions imposed as expressed in the Contract thereby creating the Trust. The intent of the Contract is to be found in the essence of the Contract.

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Executed on this the Seventh day of the Fourth month in the year of our Common Era
Nineteen Hundred Ninety Seven, the Two Hundred Twenty-first year of the independence of The
United States of America.

first Trustee:

John Philip Ellis Senior, a lawful man

L.S.

(Seal)

John Philip Ellis Senior
(Signature)

Creator:

Jeffrey Clark Pollard, a lawful man

L.S.

(Seal)

Jeffrey Clark Pollard
(Signature)

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

Witness

Elizabeth Yordy
Richard Caridi

Witness

Lisa C Kotalik

Witness

Kristin Elizabeth Monday
Printed Appellation of Witness

RICHARD CARIDI
Printed Appellation of Witness

Printed Appellation of Witness

Lisa C Kotalik
Printed Appellation of Witness

Printed Appellation of Witness

**CHAPTER 609
COMMON-LAW DECLARATIONS OF TRUST**

- 609.01 Common-law declaration of trust.
- 609.02 Filing a declaration of trust.
- 609.03 Issuance of certificate to association.
- 609.04 Unlawful to transact business prior to compliance.
- 609.05 Qualification with Department of Banking and Finance.
- 609.051 Shares, personal property.
- 609.06 Penalties.
- 609.07 Issuance of certain units, shares, certificates, or other security.
- 609.08 Merger of association into wholly owned subsidiary corporation; dissenters' rights of appraisal.

609.01 Common-law declaration of trust.—

Two or more persons, whether residents of this state or not, may organize and associate themselves together for the purpose of transacting business in this state under what is commonly designated or known as a "declaration of trust"; provided, however, no such association shall ever be permitted or authorized to transact a banking or security business, of any kind, in this state.

History.—

s. 1, ch. 9125, 1923; s. 1, ch. 11995, 1927; CGL 7091.

609.02 Filing a declaration of trust.—

Every such organization organized for the purpose of transacting business in this state, or organized in this state for the purpose of transacting business elsewhere, which intends to sell or offer for sale any units, shares, contracts, notes, bonds, mortgages, oil or mineral leases or other security of such association shall, prior to transacting any such business, file with the Department of State a true and correct copy of the declaration of trust under which the association proposes to conduct its business, which copy shall be sworn to, as being a true and correct copy, by the chairman of the board of trustees named in such declaration of trust. When such copy shall have been filed with the Department of State it shall constitute public notice as to the purposes and manner of the business to be engaged in by such association. The Department of State, prior to the issuance of the certificate by it, shall collect from the said association a filing fee of \$350, which fee shall be paid by it into the general fund of the state.

History.—

ss. 1, 2, ch. 9125, 1923; s. 1, ch. 11995, 1927; CGL 7091, 7092; ss. 10, 35, ch. 69-106; s. 12, ch. 71-114; s. 67, ch. 90-132.

Memorandum of Trust

This *Memorandum of Trust* reflects the Contract entered into and can be relied upon by any third party as an accurate description and authentication of this Trust and its Trustees' powers and no third party shall be under any obligation to go beyond this *Memorandum of Trust* to deal with its Trustee(s) and Agents.

This *Memorandum of Trust* is a declaration of the powers, conditions and provisions of the unrecorded trust Contract whereby Jeffrey Clark Pollard, as Creator, created a certain Trust called *Quantum Leaf*, and appointed John Philip Ellis Senior as First Trustee, dated the Seventh day of the Fourth month in the year of our Common Era Nineteen Hundred Ninety Seven, the Two Hundred Twenty-first year of the independence of The United States of America.

This *Memorandum of Trust* is a declaration pursuant to and recognized by the principal of a Common-Law Declaration of Trust under Florida law, a copy of which is attached hereto, made a part hereof, and marked as Exhibit "A".

The Trust Contract includes the following clauses which authorize the Trustees and other Trust Agent(s) or Manager(s) to deal with the Trusts assets jointly and certifies that they have the authority and power to do so.

The Trustees shall not have any general powers, but shall have the power to carry out the purpose of the Trust established pursuant to the Contract and subject to the discharge of their fiduciary obligations created hereunder. The Trustees shall have the following specific powers and discretions in addition to those now or hereafter conferred by law or this contract unless otherwise restricted by law, this Contract, or by any irrevocable minutes made a part of this Contract hereafter.

The Trustees shall have the power to determine and allocate what is principle (corpus) and what is income and the power to distribute income or corpus.

The Trustees shall have the following powers:

Agents: *The Trustees* shall have the power to contract with executive trustees, general trust managers, assistant trust managers, co-managers, agents, private workers, consultants or others; the power to delegate full or limited authority to said agents to carry out the below listed provisions; said agents shall have the same authority as a Trustee as provided in the Contract for the Trust referred to herein, and the power to pay reasonable compensation to them for services rendered.

Banking: *The Trustees* shall authorize one or more of said trustees or duly appointed agents to obtain and maintain any credit necessary to the operation of this Trust, to pledge any or all Trust's assets to obtain such credit, act as signatory for the Trust for all banking; i.e., checking, savings, money market accounts and for all safe deposit boxes, wherever these may be situated. The Trustee(s), Agents or Managers are authorized to exercise a general lending or

borrowing power to make or receive loans to or from any person without regard to interest or security. Trustees shall appoint one or duly designate an agent or manager to act on their behalf by delegation to such of all powers necessary to act on the Board's behalf.

Brokerage: *The Trustees* shall have the power to open investment accounts and to invest and reinvest in stocks, bonds, mutual funds, commodities, futures, or securities of any nature in or outside The United States and to execute, grant, and in all ways participate in options on the same; the power to participate in common trust funds established by any bank, trust company, or life insurance company, the power to invest in options on securities, commodities or futures for cash or on margin, including short sales on margin and for such purposes may maintain and operate margin accounts with broker dealers and the power to disregard the principal of investment diversification.

Business Operations/Personal Property: *The Trustees* shall have the power to purchase in any state or country any real estate, residential or commercial, improved or unimproved, to enter into or have created additional trusts, to incorporate, enter into partnerships, associations or other joint ventures; to execute covenants, agreements, contracts or credits; the power to create servitudes, the power to establish and maintain reserves for depreciation; the power to deal with or secure patents, copyrights, trademarks or the like; the power to purchase, continue, operate, manage, sell or liquidate any business or business interest in the trust or that becomes part of the Trust's corpus; to engage the Trust in any business or business activity which is lawfully carried on as a matter of Right secured by common law; to take whatever steps deemed advisable to effectuate the organization and/or dissolution of created entities; and to hold an undivided interest in any such business.

Real Estate: *The Trustees* shall have the power to hold an undivided interest, acquire, manage, or sell productive and unproductive properties; the power to buy, sell, lease, exchange, deed, convey, assign, hypothecate, invest, loan, borrow and grant options; the power to deal with title and title insurance problems in all situations; the power to pledge to secure loans; the power to lease or rent, the power to make improvements, modifications and alterations; the power to demolish improvements; the power to abandon as worthless; the power to subdivide; the power to encumber; the power to partition; the power to exchange or change boundaries; grant easements and rights of way, impose conditions and restrictions; the power to dedicate for public use, and to release the same and the power to seek zoning, rezoning, variance of nonconforming use permits; the power to hold notes or mortgages on property; and to continue mortgage investments after maturity either with or without renewal or extension.

Insurance: *The Trustees* shall have the power to carry insurance of all kinds, life, disability, health, accident and personal liability insurance, fixed or variable, on any beneficiary or anyone in whom the Trust has an insurable interest; additionally, the Trust may secure the following insurance on anyone, any asset, property or business the Trust may have an insurable interest in or on, including, but not limited to, (a) life, personal liability and property damage, (b) health and accident insurance and automobile liability coverage, (c) income protection insurance, (d) property title insurance, (e) fire, casualty and extended coverage for various parties to the Trust and beneficiaries or health or disability insurance on any certificate holder or anyone in whom a certificate holder has an insurable interest.

Treatment of Various Assets: *The Trustees* shall have the power to care for, clean, maintain, repair, improve or modify any asset of the corpus of the Trust, sell if market value has decreased and further devaluation is expected, or abandon as worthless any such asset; the power to distribute in kind and in divided and undivided interests.


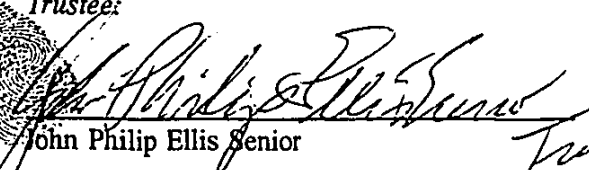
The power to buy, sell, or hypothecate, gold, silver, diamonds, and other precious or semi-precious stones or metals or collectibles (i.e., antiques, stamps, etc.); painting, sculptures, art of any kind, or any asset or property owned by the Trust.

Operation/Termination: *The Trustees* shall have the power to operate, distribute, diversify, change, or otherwise run this Trust; the power to terminate this Trust only with the unanimous approval of; the Protector and the then acting Board of Trustees and all trust officers.

The Trustee(s) shall have the power to amend this Contract in order to better carry out the purposes and intent thereof, or in order to conform to or comply with any law, rule, regulation, or order of any government body which is lawfully promulgated and this Trust becomes subject to its laws provided, however, that any such amendment may not be inconsistent with the basic purpose and intent, nor in derogation of the fiduciary obligations to the certificate holders of this Trust. Any amendment must be by resolution, recorded in the minutes of this Trust records and, if such amendment is to be irrevocable, it must be so stated and therefore shall become a permanent part of this Trust.

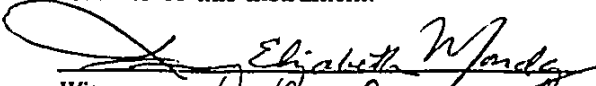
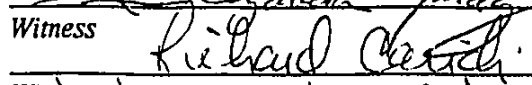
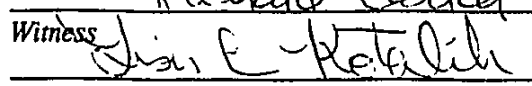
Notwithstanding any other provision in this Trust instrument, no power shall be exercised, nor any action taken, by the Trustees except upon the unanimous consent of all Trustees having authority to exercise that power.

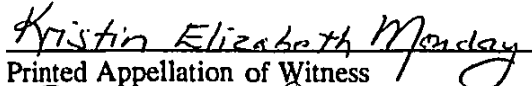
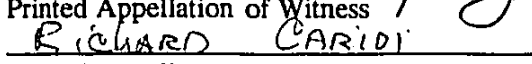
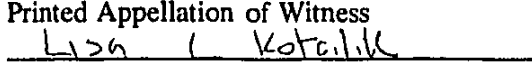
Dated and executed this Seventh day of the Fourth month in the year of our Common Era Nineteen Hundred Ninety Seven, the Two Hundred Twenty-first year of the independence of the United States of America.

Trustee:


John Philip Ellis Senior

SEP 11 PM 2:32
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

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


Witness

Witness

Witness


Printed Appellation of Witness
KRISTIN ELIZABETH MONDAY

Printed Appellation of Witness
RICHARD CARIDI

Printed Appellation of Witness
LISA E. KOTALIK