

# **DECLARATION OF TRUST**

## **A PURE TRUST ORGANIZATION**

THIS contract and declaration between the undersigned parties, known hereinafter as the “**Creator**” and the “**Exchanger**” agree to with:

1. Creator herein offers for consideration to create an organization under common law having a fixed number of certificates which evidence a right of distribution, commonly known as a Pure Trust Organization or Unincorporated Business Organization, and
2. Exchanger herein agrees to the exchange, in trade, good and valuable consideration for certificates of the newly created organization,

**THEREFORE, the parties mutually agree, promise and covenant as follows:**

### **CONSIDERATION:**

- a) Exchanger herein agrees to bargain, exchange, assign, convey and deliver to this organization or its appointed Trustee
- b) Immediately upon execution of this agreement,, Creator agrees to appoint a Trustee having authority to carry out the exchange and hold and administer the consideration received.
- c) This initial exchange, a description of the consideration, whether personal and/or real property, and the number of certificates issued, shall be documented in the minutes of the organization.
- d) Both parties herein contract to perform, and agree that this exchange is not a sale or a gift, but an equal-in-value exchange.

### **ADMINISTERED AS TRUST ESTATE:**

- a) Assets of this organization shall be deemed, for administrative purposes, a trust estate and the consideration received from Exchanger shall be deemed the initial corpus.
- b) Any additional property received from any future exchanger or any party shall be deemed an addition to corpus.
- c) Any persons may add property of any character to the trust estate at any time by gift, grant, conveyance, exchange, insurance proceeds, assignment, will or any other method so long as the property and method of transfer is approved by the Trustee(s).
- d) All assets belonging to the trust estate shall be listed on Schedule “A”, or an addendum to Schedule “A”, and administered as provided herein.

### **IRREVOCABLE AGREEMENT:**

- a) The parties herein agree that this contract and declaration, including all trust provisions contained herein, shall be irrevocable.
- b) Exchanger irrevocably relinquishes all rights to the property exchanged into this organization.
- c) Neither Creator nor Exchanger nor any certificate holder shall have any right to revoke or amend this contract and declaration.
- d) Amendments may only be made by unanimous approval of the Board of Trustees as provided herein. Further, the Board of Trustees shall have exclusive power to construe and determine the meaning and intent of this contract and declaration.

### **APPOINTMENT OF TRUSTEE:**

Upon execution of this contract and declaration, Creator shall appoint a Trustee, known hereinafter as the “first” Trustee, to administer this organization as provided herein. The first

Trustee shall provide Creator a written acceptance of the appointment, which shall be made a part of the permanent records.

#### **BOARD OF TRUSTEES:**

- a) The first Trustee, upon acceptance of the appointment, may thereafter appoint a second Trustee.
- b) They in turn may jointly appoint one or more additional Trustees and may designate successors.
- c) Trustees shall collectively act by authority of this contract and the trust provisions contained herein as a Board of Trustees for the purpose of holding and administering company assets for the benefit of certificate holders.
- d) All members of the Board of Trustees shall serve without bonds.

#### **DISCRETIONARY POWERS:**

- a) The parties herein agree that the Board of Trustees shall have absolute and sole discretionary power over this organization, its assets and earnings therefrom.
- b) The Board shall have authority to:
  1. Determine what shall constitute principal and earnings,
  2. How such assets shall be allocated, and
  3. Shall have absolute authority to determine if and when distributions of principal or earnings will be made to certificate holders.

#### **ACCEPTANCE BY TRUSTEES:**

The first Trustee, and all subsequent Trustees and successor Trustees, by accepting the appointment as Trustee of this organization causes all present and further Trustees to agree to the following:

- a) They accept the initial gift or convenience of property on behalf of the organization and acknowledge the delivery of all property specified on Schedule "A".
- b) They agree to conduct the organization's affairs in good faith, in conformity with the terms and conditions set forth in this contract and its inherent trust provisions.
- c) They agree to exercise their best judgment and discretion to conserve and improve the property of the trust estate in accordance with decision of the Board of Trustees as set forth in the organization's minutes.
- d) They agree, upon final liquidation of the trust estate, to distribute the assets to the existing certificate holders as their contingent rights may appear.

#### **ADMINISTRATIVE PROVISIONS:**

Trustees, and their successors, may hold administrative offices within the organization, and may singularly or collectively exercise authority granted by the Board of Trustees in the management of company affairs. They are herein authorized to exclusively manage, administer and control the trust estate without the consent of certificate holders. The following specific terms and conditions apply:

- a) The Board of Trustees shall be at least one (1) in number, and may be increased as deemed necessary in the manner set forth above.
- b) A Trustee may resign or be removed from the Board, with or without cause, by a resolution of the Board of Trustees determined by a majority vote.
- c) In the event of death, removal from the Board, or resignation of a Trustee, the vacant position shall be filled by a successor Trustee, if pre-appointed, or the remaining Board of Trustees may appoint a successor by unanimous vote. Should the entire Board of Trustees become vacant, the trust will make full distribution to the beneficiaries.
- d) The signing and acknowledging of this contract by any Trustee or Trustees shall constitute Trustees' collective acceptance of this contract and its trust provisions and Trustees' acknowledgment that **this organization's property and assets are vested in fee simple I the**

**trust estate without any further act** or conveyance by the Board of Trustees. Trustees as discretionary fiduciaries shall hold legal and equitable title to all assets.

e) The Board of Trustees may provide for meetings at stated intervals without notice, and special meetings may be called at any time by one or more Trustees upon three day's written notice. At any regular or special meeting, a majority of Trustees shall constitute a quorum for conducting business, provided affirmative action may only be had upon a majority vote of Trustees, whether present or absent, except that in a special meeting called for a special purpose the majority vote of Trustees, whether present or absent, except that in a special meeting called for a special purpose the majority present may affirmatively act in emergency matters. A telephone or fax vote shall be a valid vote.

f) Any resolution of the Board of Trustees shall be deemed within the Board's power so long as the resolution is not inconsistent with this organizational document and any amendments thereto.

g) Trustees shall be controlled by this document as amended and future resolutions of the Board of Trustees. All meetings and resolutions shall be recorded in a company minute book.

h) Trustees shall keep proper records and accounts as the Board of Trustees deems necessary for the proper management of the trust estate.

i) Trustees shall not be required to individually assume liability for loss of company assets while acting in good faith on behalf of the organization, or for any act or omission of any other Trustees, agents or employees. They shall, however, be liable for their own breach of good faith. If a Trustee shall for any reason suffer a personal loss while providing good faith service to the trust, the Trustee shall be reimbursed for such loss from the trust estate further reimbursement may be documented in agreement with the trust.

j) The Board of Trustees, at the expiration of the term as set forth hereon, shall wind up company affairs and terminate the company operations, making final distribution as provided. If the organization was recorded publicly, Trustees shall file with the Recorder a notice of termination; and Trustees, thereupon, shall automatically be discharged, provided final administration and distribution was made in accordance with the terms and conditions of this agreement. Otherwise, a court of equity may be invoked to review and correct any tort or error, if only necessary.

k) When there are no longer trustees and beneficiaries the Manager will have the right to dissolve the trust by following the procedures in "j".

l) Any Affidavits for Public Notice, Declarations, and Honorable Clarifications, no limited to any Corporeal and/or incorporeal Hereditaments concerning any conveyance included in the Security Agreement, and/or Authenticated foreign document(s) is under the Hague Convention, 5 October, 1961.

#### **TRUSTEE POWERS:**

Trustees shall have general common law powers over the company and the trust estate herein, and may do anything any citizen may lawfully do in any state or country. Specifically, but not by way of limitation, they shall have all rights, authority and power as follows:

a) To compromise or abandon any claims arising out of, in favor of, or against the company and its trust estate, and Trustees' good faith decision in that regard shall be binding and conclusive on all parties.

b) To manage, invest and invest the trust estate, or any part thereof, in any kind of property or venture which men of prudence, discretion and intelligence consider for their own account, without being restricted to investments which are ordinarily permitted by law or customarily used for trust funds, and without restrictions as to the duration of this organization. Specifically included, but not by way of limitation, are real estate, collectables, gems, art works, precious metals, corporate obligations of every kind, preferred and common stock, commodities, mutual funds and trust funds.

c) To open, maintain and close bank and thrift accounts of every kinds, and conduct all monetary affairs of this trust.

d) To sell at public or private sale for cash, credit, or cash and credit, and upon such terms and conditions Trustees may deem proper.

e) To sell, grant, convey, mortgage, option, rent, lease or pledge all trust estate assets, real, personal or mixed, in such manner as deemed appropriate and nondestructive to the genera welfare of the trust.

f) To borrow on or encumber the trust estate without restriction and to make loans with or without security. All borrowed funds shall immediately become a part of the trust estate.

g) To allocate capital gains and/or dividends to trust principal as may be deemed appropriate or advantageous to the trust estate.

h) To register company property in the name of the company, a fictitious trade name of the company, a Trustee or nominee so long as company ownership of such property can be clearly demonstrated.

i) To make distributions in cash or in kind and to assign values to such property according to Trustees' best judgment.

j) To accept additions to the trust estate by deed, will, assignment, exchange, gift, grant, insurance proceeds or any other methods deemed acceptable to Trustees. Trustees are further authorized to honor any buy-sell agreements extant as to any property or interest held in trust.

k) To elect and remunerate officers from the Board or elsewhere as deemed appropriate or expedient. To hire and remunerate employees, agents or contractors. To incur and pay the ordinary and necessary expenses of administration, including, but not limited to, legal fees, accountant's fees, Trustee fees, brokerage fees, consulting fees and the like, and to allocate all the expenses and receipts between principal and income as Trustees shall deem proper.

l) To give proxies, to deposit securities with and transfer title to committees representing securities holders and to participate in voting trusts, reorganizations and other transactions involving the common interest of security holders.

m) To open margin accounts with securities firms and commodities traders and to buy, write or trade in options, commodities, and to make short sales. Trustees shall be empowered to hold securities in their own names, the name of a nominee, in street name, or unregistered insect condition that ownership will pass. Trustees shall incur no liability to the company for any loss. The Trust shall indemnify the trustee from from all liability. Further, any securities firm or commodities traders may rely on this document and the trust provisions herein in respect of a Trustee's authority without making further inquiry.

n) Trustees are expressly authorized to hold, manage and operate any company property, or business or enterprise. The profits and losses, if any therefrom, shall be chargeable respectively to the trust estate.

o) Trustees are authorized to pay all taxes out of the trust estate, and have complete discretion, power and authority to make any decisions or elections that would effectively minimize such taxes if any taxes are eligible to be levied.

p) Trustees may expressly delegate one or more of their powers to any other person or persons as may be deemed expedient for the management of company affairs, and may revoke such delegation at any time by written notice delivered to such persons.

q) Trustees, by a majority vote, may change the domicile of the company with or without cause if they deem such change will protect or benefit the trust estate.

r) Trustees, by unanimous vote, may make amendments to this contract and declaration and take such other consequential actions as they deem necessary or appropriate to protect the integrity of the organization and to insure the organization will continue to function and be administered in the best interest of certificate holders and in the manner intended.

s) Trustees, by majority vote, may at any time and at their sole discretion wind up company affairs, terminate this organization and make distributions of the trust estate to certificate holders as provided herein.

#### **RIGHT TO DISTRIBUTION:**

Trustees have discretionary powers to make distributions from this organization without regard to equality of certificate holders except for final liquidation. Notwithstanding, a right to any distribution from this organization shall be evidenced by the holding of one or more certificates, and the following provisions respecting such certificates shall remain in full force and be carefully observed by Trustees, certificate holders, and interested third parties at all times:

a) Trustees shall be authorized to issue one hundred (100) certificate units (hereinafter call TCUs or certificate(s)), representing 100% of the rights to distribution from the organization's trust estate. Trustees shall not issue TCUs in excess of that number. The TCUs shall have no par value, and Trustees shall not place any nominal value on TCUs at any time. TCUs are non-assessable, nontaxable, nonnegotiable and limited in transferability. The lawful possessor shall be construed the true and lawful owner thereof. Creator herein may own TCUs. No person having or controlling a majority vote on the Board of Trustees, however, shall have or possess any rights to distribution from the trust estate.

b) Trustees are authorized to receive property into the trust estate in exchange for a negotiated number of TCUs. The party exchanging the property shall be deemed to be an Exchanger. All owners of TCUs shall be identified on a Registry of Trust Certificate Units, kept in the company minute book. Ownership of TCUs shall not entitle the holder to any legal or equitable title in the company or the trust estate, nor to any undivided interest therein, nor management thereof.

c) TCUs shall be immune from seizure by any creditor of the lawful owner.

d) Death, insolvency or bankruptcy of any TCU holder, or the transfer of his TCUs by gift, exchange or sale, shall not operate as dissolution of this organization or its operation or business; nor shall such events entitle his creditors, heirs or legal representatives to demand any partition or division of the trust estate or any special accounting. Death of a TCU holder shall terminate his or her rights under the TCU and said rights may not thereafter pass by probate or operation of law to any heir or legatee, but shall revert to the Board of Trustees to be reissued as determine by an action of the Board.

e). TCUs may be surrendered to or transferred back to the organization subject to the approval of the Board of Trustees, but may not otherwise be pledged, assigned, hypothecated or transferred by a TCU holder without the consent of a majority in interest of all other current TCU holders. Should a TCU holder transfer or surrender his TCUs to the organization, the Board of Trustees may, at its sole discretion assign, convey, or exchange said TCUs to any other person(s) or entities upon approval of the Board. If any TCU holder contests, in any court of law, the validity of this organization or any provision herein, or the authority of Trustees, that TCU holder's certificates shall revert back to the Board of Trustees and may be reissued to other parties at the discretion of the Board.

#### **NEGOTIATION AND EXCHANGE:**

The Trustee is herein authorized to bargain, exchange, trade or sell certificates to a willing Exchanger upon board approval at the initial Board of Trustees' meeting or any time thereafter.

#### **NOTICE TO THIRD PARTIES:**

Notice is hereby given to all persons, companies, or corporations extending credit to, contracting with or having claims against this organization or its Trustees, that they must look only to the funds and property of the organization for payment or for settlement of their damages, accounts receivable or claims. Trustees, officers or agents of this organization are not personally liable for the organization's obligations.

**COPIES AS ORIGINALS:**

A copy of this organizational document bearing the seal or signature of a Trustee,, or a copy certified by a Notary Public as a correct copy, shall be relied upon as an original document and shall have the full force an effect of the original document in every respect.

**PURPOSE AND INTENT OF THIS AGREEMENT:**

This contract with trust provisions is intended to create a common law contractual company, (also known as an Unincorporated Business Organization) for receiving, conveying or holding property in fee simple, and for providing prudent management of such property, and for conducting any legitimate business through appointed Trustees for the bent of certificate holders. Trustees shall hold both legal and equitable title to the trust estate, and shall act solely within their powers as provided herein and within their Common Law regulation and under the protection of the Bill of Rights as well as the Declaration of Independence, although Trustees can seek relief in any court or venue they may choose or Dem necessary. If any provision heron is unenforceable, the remaining provisions shall nevertheless be carried into effect. Nothing herein contained shall be construed as intent to evade or contravene any law, nor to delegate to Trustees any special power belonging exclusively to a statutory company, franchise or incorporation, but rather in equity create an equal playing field.

**COMMON LAW ORGANIZATION:**

Creator expressly declares this to be an organization founded upon the freedoms and rights inherent in the common law of the Republic of the United States of America, and all references herein to the United States shall be construed to refer to the Continental United States of America in its original context as set forth in the Constitution of the United States, the original Bill of Rights and the state constitutions of the several sovereign states comprising the union of the United States of America. This organization, then, is created under the common law of contracts, protected by Article 1, Section 10, Paragraph 1 of the Constitution of the United States. It is, therefore, not created under the statues of any U.S. state, and does not depend upon any statute for its existence. It is not a partnership or corporation or statutory trust, but a separate legal entity having its own common law identity.

**LEGAL DOMICILE:**

This organization shall be domiciled in the state where it conducts its principal business. Notwithstanding, Creator herein provides that upon a majority vote of the Board of Trustees this organization may be moved to, and administered in, any state or territory of the United States of America, or in any English common law foreign jurisdiction.

**PRIVACY:**

The organizational document and all company business shall be kept private, protected by the Privacy Act of 1974, 5 USC 552(a), the Fourth and Fifth Amendments to the Constitution of the United States, and the common law privacy rights available in the United States of America and every other applicable jurisdiction.

**TERM OF YEARS:**

This organization, unless terminated earlier as provided herein, shall continue until terminated. At dissolution, the trust estate shall be distributed on a pro-rata basis to the then existing certificate holders.

**COMPANY NAME:**

This organization shall be named as shown on page one of this contract and declaration. This shall be deemed the company name. Company business shall be conducted under this name, or under one or more fictitious trade names, or in the name of a Trustee or nominee determined at the sole discretion of the Board of Trustees.

**IN WITNESS WHEREOF:**

Creator and Exchanger execute this contract and declaration in recognition of the delivery and acceptance of the property named herein, and in recognition of the powers and duties imparted to Trustees of this organization. They assent to all the terms and conditions set forth herein, and declare that the effective date of this organizational document is infra.

**JURAT**

In compliance with Title 28 U.S.C. § 1746(1), and executed WITHOUT THE UNITED STATES, we affirm under the penalties of perjury, and to the laws of the De Jure united States of America, that the foregoing is true, correct, and complete to the best of my belief and informed knowledge. And further the Deponent Saith Not. I now affix my Signature and Official Seal to the above Document with EXPLICIT RESERVATION OF ALL OUR UNALIENABLE RIGHTS, WITHOUT PREJUDICE WITHOUT RECOURSE TO ANY OF THOSE RIGHTS, in compliance with UCC § 1-308:

This agreement is entered into and executed willingly, knowingly, and voluntarily by each party in good faith, and shall endeavor to execute the promises, terms and conditions herein with diligence and in the best interest of the other party this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_\_\_\_.

**Creator**

**Exchanger**

\_\_\_\_\_  
Signature of Creator  
Address:

\_\_\_\_\_  
Signature of Exchanger:  
Address:

**WITNESS**

We the undersigned Witnesses hereby STAND and Attest that the fore signed, signed this document on the date listed supra, of their own FREE WILL, as witnessed by Our Signatures below:

\_\_\_\_\_  
First Witness Signature  
Address:

\_\_\_\_\_  
Second Witness Signature  
Address: