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# SECTION 2: BULLETPROOF TRUST SECRETS

This *sample trust indenture* (referred to as a Constitution) is an irrevocable private express trust in which all discretionary power lies with the Trustee(s). The grantor, exchangers and beneficiaries get no say once the trust is settled. It's up to the trustees to determine when to dissolve the trust and how. Not all trusts need to be like this, if another arrangement would work better, it's possible to put powers or guarantees into the Constitution or bylaws for the beneficiaries, capital interest certificate holders, etcetera. The second template, the "PRIVATE TRUST" is written to be the *Master, Holding & Pass-Through Trust*, completely private and insulated. When creating an Operating Trust, or any other trust for that matter, review the Editable Sections of the Trust Constitution for pertinent points to edit or remove.

## STEP #1: THE CONTROL TEST (HOW THE LAW PIERCES TRUSTS)

Almost 95% of the "sham trusts" prosecuted by the IRS are a result of being a Grantor Trust (grantor retains one or more powers over the trust) and thus is a statutory trust. Since *total* control was never given up by the grantor, it acts as an alter-ego and offers no protection. The reason being, it did not pass the Control Test for Trusts, which states, "*Grantor must relinquish control to an adverse party [no family, blood or significant other relations].*" Even a boyfriend or girlfriend, straight or gay, even common law partners do not qualify as an "adverse party." Further, if a grantor can dismantle a trust, it does not pass The Control Test and was never an irrevocable trust to begin with.

*The basic principle is that if it is free from the control of its interest-holders, then it is an Express Trust. Control must ultimately rest with the trustee(s) of the trust in order for it to be properly classified as an Express Trust. The well-settled principle applied by courts of equity is that interest holders, by full legal title and control over the trust property being vested absolutely in the trustee(s), cannot be considered partners nor agents, and therefore cannot be held liable for the debts of the trust in the manner so done with partnerships and agencies.*

What we would do in this situation is talk with a friend/neighbor to be Grantor, personally serving as Trustee and family as Beneficiaries (you can be beneficiary too – so long as you're not the **sole** beneficiary). In the future one can "exchange" assets into the Trust Res as Trustee, but *do not* "gift or grant" assets or risk violating the "Fraudulent Conveyances Act."

*"Keep in mind ... ownership means liability. To be free, one should control and not own in contracts..."* Burnett v. Smith, 240 SW 1007 (1922) (US. Supreme Court)

## STEP #2: COMMON LAW RULE AGAINST PERPETUITIES

**The Rule Against Perpetuities states that certain interests in property must vest, if at all, within 21 years after the death of a life in being at the time that the interest was created.** Common Law says a trust must vest (lock-in) a beneficiary within 21 years. In other words, one has 21 years to decide on a beneficiary and to conform to the proper trust structure wanted. Thankfully, the hardest thing to learn - is the least pressing issue: The Rule Against Perpetuities. It's often called a trust attorney's worst nightmare. We will try to break it down into terms that are as simple as possible; however, we recommend further research to comprehend this rule fully.

The purpose of the rule is to prevent a person from drafting any kind of transfer agreement that could control the destiny of the land thousands of years after passing. **The rule applies to executory interests** (*when a grantor gives property to one person, provided that they use it a certain way; if the person fails to use it properly, the property transfers to a third party*) and **contingent remainders** (*an interest, particularly in real estate property, which will go to a person or entity only upon a certain set of circumstances existing at the time the title-holder dies*).

The way to analyze whether a trust violates the Rule Against Perpetuities without having to think about all the convoluted policies that are behind it is to follow the following steps:

1. Determine whether there is a future interest involved in the conveyance that falls under the rule (contingent remainder or executory interest).
2. If there is such a future interest, is there any limitation on when the person holding that interest can actually get the property? If there is no such limitation (it can vest any time between now and eternity), the conveyance violates the rule and it is void.
3. If there is a limitation, determine which person or people are relevant in deciding when the future interest vests. [People alive at trust inception.] These people are called the "measuring lives."
4. Finally, determine whether it is possible that the interest vests more than 21 years after the deaths of all of the people who are currently alive and who are relevant to the vesting of the future interest.

A non-vested property interest is valid when it is created (initially valid) if it is then certain to vest or terminate (fail to vest) – one or the other – no later than 21 years after the creation of the trust. A non-vested property interest is invalid when it is created (initially invalid) if there is no such certainty. Here's a few examples to show "real life" scenarios:

**EXAMPLE 1:** Batman conveys the Batcave "*to Alfred for life and then to Robin.*" This does not violate the Rule Against Perpetuities because it is a vested remainder, not a contingent remainder. The Rule Against Perpetuities does not apply to vested remainders (an identified beneficiary, with an unconditional future interest; conveyance without conditions, being 21, drug free, etc.). NOTE: A vested remainder could state "*to the first-born consanguinity of Robin, and in absence the second-born, to an infinite degree; if unobtainable, to the closest of kin by genealogy.*" which technically gives way to be able to identify a future interest unconditionally by giving to the first-born in a blood line or according to proximity in genealogy.

**EXAMPLE 2:** Batman conveys the Batcave “to Alfred for life and then to the oldest of Robin’s children.” This is a contingent remainder, but it is valid under the Rule Against Perpetuities. Think about the latest time that the interest can vest. That would be the time that Alfred dies (in fact, it’s the only time that the interest can vest). Thus, it is impossible for the interest to vest more than 21 years after Alfred’s death and so the conveyance is valid. If Robin failed to have any children within 21 years of Alfred’s death, the conveyance would be invalid.

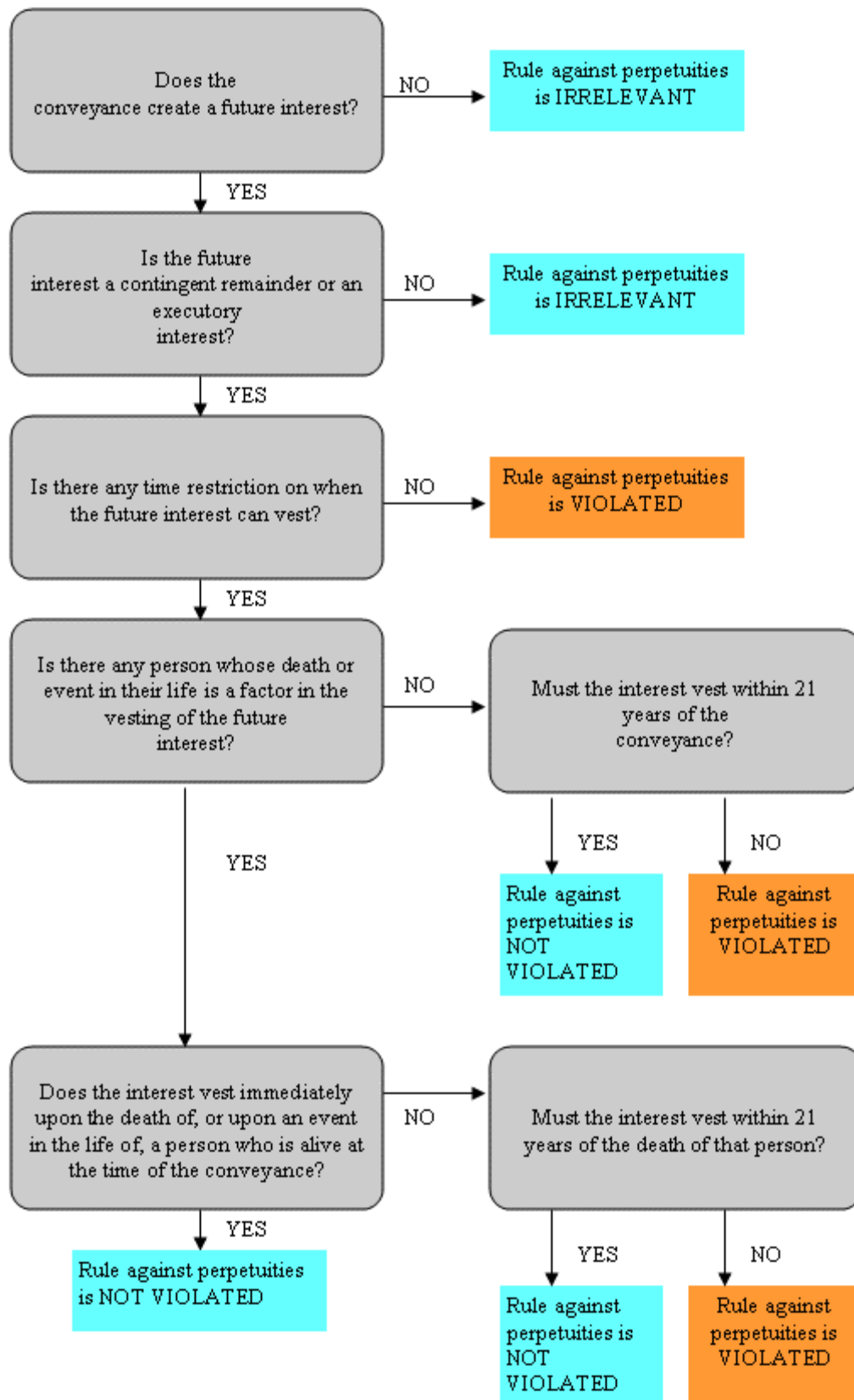
**EXAMPLE 3:** Batman conveys the Batcave “to Alfred for life and then to the oldest of Robin’s children when he or she reaches 30 years old.” Is it possible for this interest to vest more than 21 years after the death of everyone involved in the conveyance? Yes, it is. How? All of Robin’s children could die and Robin could have another child. Alfred could then die when that child is one year old. Thus, the interest would not actually vest in Robin’s oldest child until 29 years after the death of Alfred. Since no other person is relevant in determining when the interest vests, Alfred is the measuring life. Since the interest could vest more than 21 years after his death, the conveyance is not valid. See *White v. Hayes*, 2003 Tenn. App. LEXIS 683 (2003).

**EXAMPLE 4:** Batman conveys the Batcave “to Robin, so long as the Batcave is not used as a bar or restaurant.” The future interest involved here is in the grantor (it is a possibility of reverter). Thus, the Rule Against Perpetuities does not apply. So, even though Robin’s great-great grandchild could forfeit the Batcave by turning it into a restaurant, the conveyance is valid.

**EXAMPLE 5:** Batman conveys the Batcave “to Robin, so long as the Batcave is not used as a bar or restaurant, and then to Riddler. Riddler has an executory interest. Thus, the Rule Against Perpetuities applies. Is it possible for the interest to vest more than 21 years after the death of everyone involved? Sure! Riddler’s interest could vest when Robin’s descendant, 500 years later, turns the Batcave into a restaurant. Obviously Riddler would not be around to take the Batcave, but his descendants would be able to. *Thus, the conveyance is not valid.*

**EXAMPLE 6:** The rule does not apply to interests in the grantor himself. For example, the grant “The Batcave to Robin so long as alcohol is not sold on the premises, then to the Riddler.” would violate the rule as to the Riddler. However, the conveyance to the Riddler would be stricken, leaving “To Robin so long as alcohol is not sold on the premises.” This would create a fee simple determinable in Robin, with a possibility of reverter in the grantor (or the grantor’s heirs). The grant to the Riddler would be void as it is possible alcohol would be sold on the premises more than 21 years after the deaths of Robin, the Riddler, and the grantor. However, as the rule does not apply to grantors, the possibility of reverter in the grantor (or his heirs) would be valid.

On the other hand, **a Charitable Trust may exist in perpetuity and may change beneficiaries via (as close to) stated in the Constitution, allowing change via amendment.** Hopefully the examples have given a better perspective. In the mean-time, use the following flowchart to determine whether or not a conveyance violates the Rule Against Perpetuities.



## IMPORTANT NOTES ON TRUST ADMINISTRATION

1. One may be a Trustee and Beneficiary, as long as they are not the *sole* beneficiary (still not suggestable as a potential for Fraudulent Conveyance Act violations may occur due to a Capital Interest Certificate holder also being a trustee and a beneficiary). It's more acceptable for a Successor Trustee to be one of the Beneficiaries. The purpose of a trust is to separate the legal and equitable interests. *Restatement § 115*
2. The Trustee may be an individual or organization. *Restatement § 378*. The Grantor(s), Trustee(s) and Beneficiary(ies) of a private express trust are always living men/women or are other private express trusts. No party to a private express trust should be a legal fiction, as that would create Minimum Contacts in the public forum and grant jurisdiction over the Trust.
3. It's best to have multiple Trustees so that if/when one needs to go to court, a judge does not treat you like the 14<sup>th</sup> amendment citizen with the trustee's name being the same or seen as *in persona conjuncta*. With multiple Trustees, another may enter court on one's behalf to settle any trust business without a judge assuming the trust as a "persona" and thus obtaining jurisdiction (*not lawfully or legally, but it happens*).
4. Probate/Estate taxes are avoidable by transferring control of the Trust, rather than ownership of the Res, allowing a Trustee to live in the wealth of the Trust, without succumbing to public transference rules and regulations. "*Control everything - own nothing.*"
5. We don't use postal or ZIP codes. If a ZIP code must be used, it must always be in brackets "[10029]" so as not to enter federal jurisdiction via a mailing address.
6. Distributions of profit to certificate unit holders may be treated as *income* and thus a *taxable event* occurs. It may not be advisable in view of alternatives. An Agent may recommend for a Trustee to *invest* business assets for any legitimate business purpose.
7. A Trust should NOT have employees, there should be a contractual relationship with an entity in the public that employs people, and the trust delivers the funding in exchange for assets or conveyances. In lieu of employees, Independent Contract agreements allow the non-collection of W-2s, withholdings and reporting, save 1099 reporting (*consult with a CPA or legal professional for advice*).
8. Having a Protector in every trust is a good idea, especially for large estates that do not want to go to court to remove a Trustee who has mismanaged funds. The Protector also has the power to re-elect a Trustee, but a Beneficiary does not (unless that power is given to them in the Constitution).
9. Escrow agents or bonded appraisers allow for valid conveyance of property via sale.
10. Courts will hold electronic signatures with equal weight as certified copies of a signature. Always use a physical application AND then scan the contract/signature into your records. It can also be a good idea to "restrict the signature" by adding "Without Recourse" to the signature as trustee.

## STEP #3: LIST OF REPLACEABLE TERMS IN TRUST CONSTITUTION

SEARCH FOR	REPLACE WITH
[XXX XXX XXX]	Random sequence of (9) numbers. Once the file is downloaded, follow <a href="#">this example</a> to add the number to the <i>header</i> or <i>footer</i> of the Trust Constitution.
[Trust Name]	Trust name ( <b>Do not name after a person, e.g. John Doe Trust</b> ) and it must contain TRUST in the title.
[Grantor True Name]	Their first and middle name ( <b>John Michael</b> )
[Grantor Family Name]	Their last name ( <b>Doe</b> ).
[Trustee True Name]	Your first and middle name ( <b>Jeffrey Able</b> ).
[Trustee Family Name]	Your last name ( <b>Miller</b> ).
[Beneficiary True Name]	Beneficiary first and middle name ( <b>Billy Ryans</b> ) - follow <a href="#">this example</a> to add multiple beneficiaries and follow <a href="#">this example</a> to add a non-living entity (trust/corp) as a beneficiary. <a href="#">You should not be a trustee and beneficiary</a> .
[Beneficiary Family Name]	Beneficiary last name ( <b>Doe</b> ).
[Specify Your Exact Purpose For This Trust]	<b>This will be placed in as 1.02 (d) manually by the person who fills out the Trust Constitution. EXAMPLE:</b> To care for the beneficiaries and the first-born-living of their heirs in perpetuity, so long as they do not do XYZ (be specific).
[Address]	<p>Replace with the building number, street name and unit number. Do not place the city, state or zip.</p> <p>Trust address should contain “care of” or “c/o” when addressing outside entities (<b>c/o 123 Example Road</b>). For these documents and records it is not required.</p> <p>NOTE: Use a virtual mailbox like <a href="#">anytimemailbox.com</a> as a trust’s address if you wish to remain private. They scan the mail and email it to you, give logins to additional trustees to see virtual mail scans and more.</p>
[City]	City trust is located in ( <b>New York</b> ).
[State]	State Trust resides in/near ( <b>New York</b> ). Do <i>not</i> abbreviate states, spell it out fully.
[Zip]	[10021] ( <b>Do not use a ZIP code unless in brackets</b> )
[DAY-SPELLED-OUT]	The day the trust will be signed by Grantor.
[MONTH]	The month the trust will be signed by Grantor.
[YEAR-SPELLED-OUT]	The year the trust will be signed by Grantor.

[Download this document](#) and edit on a computer or phone. Use the “Find & Replace” feature found in every word editor - CTRL+F for PC and CMD+F for Mac. Copy and paste the terms into the box that pops up and “Replace All” with your relevant info.



## STEP #4: LIST OF EDITABLE SECTIONS IN TRUST CONSTITUTION

SECTION	DETAILS
CHANGE 5.01	<b>Change to appoint more than (5) Trustees</b> , but keep an ODD NUMBER to avoid potential voting locks.
CHANGE 5.02	Pay yourself or other Trustees more or less than (1) Troy Ounce of silver annually by editing this. <b>NOTE:</b> It can be marked in the Trust Minutes that the amount will be <i>“Paid in Troy Ounces of Silver equal to a same-day market valuation of \$X,XXX in US Bank Notes.”</i>
CHANGE 5.04	<b>Change to appoint trustees over a longer/shorter period of time.</b> Change “appoint new Trustees within thirty days” to any limit desired, but there must be a reasonable time limit.
CHANGE 5.05	<b>Change how often the trustees must meet.</b> Twice a year, once a month, weekly – you decide.
[OPTIONAL] ADD AS 6.17	<b>This clause gives all trustees equal banking rights, which is sometimes required by the banking authority.</b> <i>“All Trustees shall have equal authority for all fiduciary and legal matters, but authority may be removed by majority vote.”</i>
CHANGE 7.01	<b>Add any additional accounts you may want to open;</b> otherwise, the Trust is restricted to non-interest-bearing checking accounts.
CHANGE 9.11	<b>Enter the family lineage of beneficiaries desired.</b> You may also define specific persons or bloodlines <i>e.g. my sister and her first son but no other children, and her son’s first son but none else, etc.</i>
[OPTIONAL] ADD AS 16.16	<b>This clause makes it difficult <u>OR</u> impossible to remove one as Executive Trustee.</b> <i>“Executive Trustee, [Trustee True Name] of the [Trustee Family Name] family name, shall not be removed even by unanimous vote from all Trustees. Removal is required by a court of law or a non-party arbitrator agreed to by majority vote from remaining Trustees.” <u>OR</u> “Executive Trustee, [Trustee True Name] of the [Trustee Family Name] family name, may not be removed except by resignation.”</i>
[OPTIONAL] ADD AS 16.17	<b>This clause allows the originally named Executive Trustee to dismiss any trustee without a majority vote.</b> <i>“Executive Trustee, [Trustee True Name] of the [Trustee Family Name] family name, shall have unilateral voting rights to remove any Trustee from the Board.”</i>

## STEP #5: LIST OF SCHEDULES IN TRUST CONSTITUTION

SCHEDULE	DETAILS
SCHEDULE A	<b>Property and initial grant</b> of assets into a trust body (res).
SCHEDULE B	<b>List of Beneficiary(ies)</b> and the amount of interest they hold out of 100 Units.
SCHEDULE C	<p><b>List of Capital Interest Holders</b>, the certificates they are issued work much like Stock Certificates, issued out of <math>\infty</math> Units.</p> <p><b>NOTE:</b> You must establish a value for each certificate in 1oz of silver so there is no devaluation. When redeemed, they do not redeem in silver, but in relative value in accordance to the trust res. <b>One who holds Capital Interest is also known as an Exchanger and should never be a Beneficiary, lest it violate The Fraudulent Transfers Act.</b> It is OK to not be a beneficiary and a trustee because most trusts will vest/dissolve well after a trustee has passed away.</p>
SCHEDULE D	<p><b>List of Trust Officers</b> who have been duly authorized to act on behalf of the trust.</p> <p><b>NOTE:</b> Must sign and notarize the assignment of Trustee, Successor Trustee, Authorized Representative, etc.</p>
SCHEDULE E	<b>List of Successor Trust Officers</b>
SCHEDULE F	<b>Appointments of Trustee(s) and Officer(s)</b>
SCHEDULE G	<b>Oath of Office Subscription</b> to be kept with all trust records.
SCHEDULE H	<p><b>Minutes and Resolutions;</b> including, Banking and Investment Resolutions.</p> <p><b>NOTE:</b> Constitution can NEVER be changed, but Minutes and Resolutions allows you to change decisions on the operation of the trust within its guidelines. You can repeal Minutes even after enacted, allowing for sole discretion by the trustees.</p>
SCHEDULE I	<b>Property and Vehicle Use Agreements</b>
SCHEDULE J	<b>Miscellaneous Records</b>
SCHEDULE Z	<b>Definitions</b>

## **STEP #6: PRINT THE TRUST CONSTITUTION (PUBLIC TRUST)**

Upon replacing the necessary information within the Trust Constitution, read through TWICE to ensure it is ready for printing, then get it notarized. Once an indenture (*aka the Trust Constitution*) has been created, there is no easy changing of the foundation. **Setup the initial Operating Trust (PUBLIC). Simply read, fill, get an adverse party to sign as grantor, notarize/witness, appoint a trustee and you are 95% DONE!** Always use unique names and nine-digit Identification Numbers for all trusts.

**NOTE:** Some banks like seeing “ABC Family Trust” for an Operating Trust instead of any other generic name because some banks deny trust accounts for a “trust business.” Even though this type of trust is not a business, the judgment is in the “eye of the beholder.”

# **Public Trust Constitution**

and

## **Articles**

**[Trust Name]**

**ID NUMBER: [XXX XXX XXX]**

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## **Trust Constitution**

This Trust is ordained and established by and between the man/woman and living spirit given the name [Grantor True Name], of the [Grantor Family Name] family, hereinafter Grantor, and the man/woman and living spirit given the name [Trustee True Name], of the [Trustee Family Name] family, hereinafter Trustee of the Executive Office for [Trust Name].

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

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

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

**1.01** The title of this Trust shall be, “[Trust Name].”

**1.02** Each Trustee shall act and take-action to accomplish the following Trust purposes:

- a.** To preserve, enlarge and maintain the integrity of the Trust Res.
- b.** To foster honorable values and assist in the privacy, general welfare, education, security and safety of the Beneficiaries.
- c.** To engage in any and all lawful activities and acts deemed necessary or desirable in the name of the Trust, provided those purposes and actions shall not be inconsistent with other provisions herein.

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

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

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

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

**2.04** Original situs is the land known and within the boundaries of the State of [State].

**Article III. GOVERNING LAW**

- 3.01** The Trust shall be governed under the laws of [State].
- 3.02** The Trust shall be administered exclusively by its Trustees, who shall occupy such offices as free inhabitants.
- 3.03** Notwithstanding any other provision of law, all suits in law or in equity to which [Trust Name] shall be a party, shall be deemed to arise exclusively under the laws found in 3.01 above and with respect to 3.02 above.

**Article IV. ACCEPTANCE OF TRUST**

- 4.01** Grantor, in consideration of acceptance by the signed Trustee of the Trust Constitution, hereby conveys, transfers, assigns and delivers to the Trustee the property (including rights) described in Schedule A, together with all other property that may from time to time be held by the Trust under this Trust Constitution .
- 4.02** The Trustee, by executing this Trust Constitution, accepts this Trust and the duties and obligations contained herein, and acknowledges that the Grantor has settled upon it the Trust Res set forth in Schedule A.

**Article V. TRUSTEES**

- 5.01** The Trustee, upon appointment and acceptance of this Trust Constitution, may appoint one or more additional Trustees, but no more than five.
- 5.02** All those appointed as occupant of an Office of Trustee of this Trust shall be attributed the qualities of being diligent, studious and worthy of trust, and shall be of lawful age [not a minor] and hold the Office of Trustee during good behavior, and shall receive for their service and labor a lawful compensation, which shall be no less than the value of one troy ounce of silver annually and shall not be diminished during their continuance in Office.
- 5.03** In the event of death, resignation, or incapacity of one or more Trustees, the remaining Trustee(s) shall continue to serve and shall appoint a Successor Trustee from Schedule D or another appropriate source if deemed necessary. If only one Trustee remains, the remaining Trustee is required to appoint an additional Trustee. A Trustee shall be deemed incapacitated whenever he cannot effectively manage property or financial affairs due to an unexplained disappearance or absence for more than thirty days, or whenever he is detained under duress.
- 5.04** In the event that the Trust is without a Trustee, a Successor Trustee listed in Schedule D shall serve in place of the incapacitated Trustee and have the ability to appoint new Trustees within thirty days.
- 5.05** The Trustees shall meet a minimum of once annually, either at an approved location or by phone or online conference, to approve all plans, minutes and other administration. Any Trustee expecting to be absent must assign a current Trustee as proxy to handle all affairs on behalf of

the absent Trustee. The absent Trustee must give notice of absence and assignment of proxy to the other Trustees prior to the scheduled meeting, either in written or verbal form.

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

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

- 6.01** To adopt and use a seal. Where the seal is, only one Trustee signature needs to be with it.
- 6.02** To make private contracts and express trusts.
- 6.03** To sue and be sued, complain and defend, in any landed common law Article III court in these several States, or a court of equity if trust situs is outside these united States.
- 6.04** To adopt and enforce Bylaws, to be recorded in the minutes book, known as Schedule H, for the management and regulation of this Trust's affairs and property, the transactions of the Trust's business, and the calling and holding of meetings, shall constitute the authority and the official guide for the actions of the Trustees and/or Agents in executing their duties. Such Minutes shall conform to The Golden Rule, do no harm to others or their property, the guidelines and mandates set forth in this Constitution and shall be binding.
- 6.05** To appoint a Successor Trustee with the power to assume Trustee powers of control during vesting, or title, rights, powers, and privileges granted to the initial Trustee who should die or become unable to continue with their responsibilities; to allow them suitable compensation; and to dismiss Successor Trustees by unanimous vote of the Trustees, appointing another within thirty days. In addition, each Successor Trustee shall be subject to all of the restrictions, obligations, and duties, discretionary and ministerial, imposed upon and given to the initial Trustees. No Successor Trustee is obligated to examine the accounts, records or actions of any previous Trustee. No Successor Trustee shall be in any way or manner responsible for any act or omission to act on the part of any previous Trustee or the Authorized Representatives.
- 6.06** To appoint a Trust Protector with the power to remove Trustee(s) with reason or cause; to allow them suitable compensation; to dismiss a Trust Protector by the unanimous vote of the Trustees, the Trustees appointing another within thirty days. Protector must submit reason or cause for removal to the remaining Trustees for majority vote, to include Protector's circumstantial voting privilege on this issue alone; Trustee(s) under review will have voting privileges suspended until matter is resolved. Protector is prohibited from office as Trustee or Successor Trustee.
- 6.07** To appoint Authorized Representatives as additional Trust Officers not otherwise provided for in this Trust Constitution; to define their duties and powers; to dismiss such Trust Officers at the discretion of the Trustees by majority vote; and to allow them suitable compensation.



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

## **Article VII. ADMINISTRATION**

- 7.01** The Trustees shall conduct the financial affairs of this Trust in an orderly manner with respect to deposits, withdrawals, loans and escrow arrangements. The Trustee(s) are hereby authorized to open and maintain one or more non-interest-bearing checking accounts in the name of this Trust in any financial institution.
- 7.02** Trustees shall be entitled to reimbursements of all direct and indirect expenses of this Trust and its administration.
- 7.03** Trust Seal shall have the power, force and agreement of all the Trustees signatures together; only for use regarding Trust Minutes.

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

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

- 8.01** The Trustees by majority vote shall be authorized to issue certificates of capital interest, hereinafter "Capital Certificates," representing a proportional share of the Trust Res remaining at the termination of this Trust. The Capital Certificates shall have no par value, and the Trustees shall not place any nominal value on Capital Certificates. Capital Certificates are non-assessable, non-taxable, non-negotiable and especially limited in transferability.
- 8.02** A single Trustee is authorized to receive property into this Trust, but a single Trustee shall not issue Capital Certificates. Capital Certificates shall only be issued upon a majority vote of the Trustees.
- 8.03** A party exchanging property for Capital Certificates, hereinafter "Exchanger," shall be identified on a registry of Capital Interest Holders, Schedule C.
- 8.04** Ownership of Capital Certificates shall not entitle the Exchanger to any legal or equitable title in the Trust, nor to any undivided interest therein, nor management thereof, except and only at such time as the Trust is terminated.
- 8.05** The number of Capital Certificates issued shall be unlimited.
- 8.06** Fair market value of exchange at the time of issuance of each Capital Certificate shall be at the discretion of the Trustees by majority vote.
- 8.07** Capital Certificates shall be immune from seizure, levy or attachment by any creditor of the Exchanger, without exceptions.
- 8.08** An Exchanger shall not have the right to ask for partition of the Trust, Trust Res or Trust profits during the continuance of the Trust. An Exchanger shall only have an interest in distribution of assets upon termination of the Trust, unless approved by the Trustees by majority vote.
- 8.09** Death, insolvency, or bankruptcy of an Exchanger shall not entitle any creditor, heir, legal representative or any other person to demand any special accounting, partition, division or dissolution of the Trust. Death of an Exchanger shall not terminate his or her rights if said rights

are pre-assigned to the Exchanger's assignee or beneficiary as provided in the Minutes Book of record, Schedule C or a trust of the Exchanger. Said rights shall therefore not pass by probate or operation of law to any heir or legatee, but shall pass to the assignee or beneficiary of the Exchanger, or in the event no assignment is made, the Capital Certificates shall be void and all interest represented by said Capital Certificates shall revert back to this Trust.

- 8.10** Capital Certificates may be surrendered to or transferred back to this Trust, subject to the approval of the Trustees by majority vote, but may not otherwise, voluntarily or involuntarily, be pledged, assigned, hypothecated, sold, encumbered or transferred by an Exchanger except by written approval of the Trustees by majority vote. Upon surrender, the Trustees by majority vote may, at its sole discretion, assign, convey, or exchange said Capital Certificates to any other person(s).
- 8.11** Capital Certificates lost or destroyed, may have a new one issued in its place, on such conditions as the Trustees by majority vote deem necessary and proper.

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

- 9.01** The Trustees by majority vote shall be authorized to issue certificates of beneficial interest, hereinafter "Beneficial Interest Certificates," in such form as it deems proper, evidencing the proportional equitable interest of the Beneficiaries. The Beneficial Interest Certificates shall have no par value, and the Trustees shall not place any nominal value on Beneficial Interest Certificates. Beneficial Interest Certificates are non-assessable, non-taxable, non-negotiable and especially limited in transferability.
- 9.02** Trustee(s) shall not hold Beneficial Interest Certificates in their personal capacity without first abdicating their fiduciary power and status.
- 9.03** A single Trustee shall not issue Beneficial Interest Certificates. Beneficial Interest Certificates shall only be issued upon a majority vote of the Trustees.
- 9.04** All Beneficiaries shall be identified on a registry of Beneficial Interest Holders, Schedule B.
- 9.05** Beneficiaries hold no legal title in the Trust Res, any undivided interest therein, or management or control thereof.
- 9.06** Beneficiaries shall possess no control of the Trust, shall have no say in administration of the Trust, and shall have no say in the appointment and/or removal of Trust Officers.
- 9.07** The number of Beneficial Interest Certificates issued shall be limited, to a minimum of one-hundred and a maximum of one million.
- 9.08** Beneficial Interest Certificates shall be immune from seizure, levy or attachment by any creditor of the Beneficiary, without exceptions.
- 9.09** Beneficial Interest Certificates shall not entitle the Beneficiaries to participate in all distributions from the profits of this Trust.

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

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

- 10.01** The Trustees by majority vote reserve the right to revoke any Capital Certificate or Beneficial Interest Certificate should the action be deemed in the best interest of the Trust and/or should the Trustees deem necessary to do so. The holding of any certificate is a privilege granted solely at the discretion of the Trustees by majority vote.
- 10.02** The Trustees by majority vote may waive its right to revoke a certificate if it chooses to do so. The waiver must be in writing, signed by the Exchanger for Capital Certificates or Beneficiary for Beneficial Interest Certificates, and signed and sealed by the Board.

## **Article XI. TERM**

- 11.01** This Trust shall continue or terminate at the sole discretion of the Trustees by majority vote as it deems in the best interest of the Beneficiaries. Grantor shall have no reverter privileges.

- 11.02** The Trustees shall act in full accordance with the Rule Against Perpetuities, unless exempt or excepted. The perpetuities period shall be twenty-one years after the last to die of the currently living great-grandchildren and/or grandchildren and/or children of lineal consanguinity to the man and living spirit, given the name [Beneficiary True Name], of the [Beneficiary Family Name] family; the intent be done as near as possible.
- 11.03** In the event a court of competent jurisdiction determines that the term or any other provision violates the Rule Against Perpetuities, then the term or provision shall automatically be revised and reformed to coincide with the maximum term permitted by the rule, and this Constitution shall not be terminated solely as a result of a violation.

## **Article XII.        PRIVACY**

- 12.01** This Trust Constitution is a private agreement.
- 12.02** Trustees shall not be obligated to make known to anyone that this Trust Constitution exists, to disclose any part of the Trust Constitution to any outside party, to disclose any Trust matter, or to disclose the name of any Trust Officer, Grantor/Settlor, Exchanger or Beneficiary.
- 12.03** Trustees shall not be obligated to contact any Exchanger or Beneficiary until such becomes absolutely and indefeasibly entitled to a benefit or to capital, and the Trustee shall then only be obliged to disclose the actual entitlement and the existence of this Trust Constitution.
- 12.04** This Trust is not subject to control by any outside party of any kind. Any law, statute, regulation or procedure denying or obstructing the Trust impairs this special contractual obligation, evidenced by this Trust Constitution, and is therefore in direct violation of substantive law.
- 12.05** The books and records of this Trust are not subject to review or subpoena. In the event of a subpoena or summons, a Trustee may disclose information about Trust business only upon a unanimous vote of the Trustees. No other party other than the Trustees shall have the right, responsibility or obligation to produce this Trust Constitution or any part of it. Any party receiving disclosure of Trust business and/or conducting business with the Trust shall be bound by this Trust Constitution and the law, venue and jurisdiction set forth herein.
- 12.06** The disclosure of any information by a Trustee without majority vote shall constitute a violation of Trustee's fiduciary responsibility, and said Trustee may be removed by majority vote of the remaining Trustee(s) in writing.
- 12.07** Under no circumstances shall a Grantor, Settlor or Exchanger disclose any portion of the Trust Constitution to any party at any time.
- 12.08** Should it become necessary for a court of competent jurisdiction to protect the administration of the Trust Res, such court shall be bound by the intention, purposes, terms, conditions, covenants, restrictions and jurisdiction set forth in this Trust Constitution with Trust Minutes and Bylaws to be regarded as a portion of the rules and regulations of this Trust; and said court's acceptance of such responsibility shall constitute the consent of the court to be so bound, thus leaving for determination of the courts only the question of conscientious dealing of those persons or their Agents. In construing the purpose of this Trust Constitution Declaration and Trust Minutes, the

presumption shall be in favor of the grant of power to the Trustees. All hearings shall take place in private, not open to the public.

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

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

#### **Article XIV. BANKING**

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

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

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

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

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

#### **Article XVI. MISCELLANEOUS**

- 16.01** If any clause, paragraph, sentence, word or part of this Trust Constitution shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Trust Constitution, but shall be confined in its operation to the clause, paragraph, sentence, word or part thereof directly involved in the controversy in which such a judgment shall have been rendered.
- 16.02** This Trust Constitution shall be binding upon the parties hereto and upon their heirs, executors, administrators, successors, or assignees, and the parties hereto agree for themselves and their

heirs, executors, administrators, successors and assignees to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Trust.

- 16.03** Titles of the articles are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending, or changing the express terms and provisions of the Trust Constitution.
- 16.04** Any person, entity, or organization of any kind whatsoever shall have the right at any time to add property by grant or donation, tangible or intangible, as deemed acceptable by a Trustee. Such property, when received and accepted, is irrevocable and not subject to be reclaimed, all title and ownership of said transferred property becomes part of the Trust Res.
- 16.05** As used herein, unless the context clearly indicates the contrary, the singular gender and number shall include each, the singular and the plural, and the use of any gender shall be applicable to all genders.
- 16.06** A Trustee of this Trust may serve as a Trustee of another Trust wherein that Trust is the beneficiary of this Trust. It shall not be deemed or construed to be a conflict of interest for a Trustee to serve in such a capacity.
- 16.07** Any and all notices provided for herein shall be given in writing by personal delivery, first class mail, or electronic mail to the last address known by the sender.
- 16.08** Until receiving notice of the incapacity, birth, marriage, death or other event upon which a beneficiary's right to receive payments may depend, Trustees shall not be liable for acting or failing to act with respect to the event or for disbursements made in good faith to persons whose interest may have been affected by such event. The parent or legal representative may act on behalf of a beneficiary who is a minor or is incapacitated. The Trustees may rely on any information provided by a beneficiary with respect to the beneficiary's assets and income. The Trustee(s) shall have no independent duty to investigate the status of any beneficiary and shall not incur any liability for failure to do so.
- 16.09** Nothing herein contained shall be construed as an intent to evade or contravene any law, or to delegate to Trustee(s) any special power belonging exclusively to franchise(s) or corporation(s).
- 16.10** Any act or deed done by Trustees, officers, agents, independent contractors or servants, under the direction of the Trustees by majority vote shall be done by approval for any activity not incorporated within the minutes at the time said new activity was put into being.
- 16.11** Upon the death of a beneficiary the Trust may pay the funeral expenses, burial or cremation expenses up to one-thousand Troy ounces of silver.
- 16.12** A written statement of a Trustee may always be relied upon by, and shall always be conclusive evidence in favor of, any transfer agent or any other person dealing in good faith with the Trustee(s) in reliance upon the statement.

- 16.13** Anyone may rely upon a copy of this agreement certified with the Trust Seal and a notary or two private witnesses to be a true copy, to the same effect as if it were an original.
- 16.14** The use of a notary to witness the execution of this Trust Constitution, future documents or any of its parts, if applicable, does not constitute any adhesion, nor does it alter the status of the parties or the status of the Trust. Use of a notary is for the sole purpose of acknowledgment and identification of the parties to the Trust Constitution and not for entrance into any foreign or public jurisdiction.
- 16.15** Every Officer who enters into a contract on behalf of the Trust, must notify the Trustees regarding contract details within twenty-four hours. If notification is not given within three days of the contract's initiation, Trustee will be automatically and immediately terminated from the Board and be held personally liable for the contract.

### **GRANT & DECLARATION OF TRUST**

In witness whereof, we have hereunto set our hands and seals in token and recognition of this Trust, and of the conveyance, delivery and acceptance of the Res, and of the obligations, powers and duties, herein assigned as a Trustee for [Trust Name], a private express trust organization, and each agrees to all the terms, conditions, covenants and restrictions stated in this Trust Constitution on this [DAY-SPELLED-OUT] day of [MONTH], in the year [YEAR-SPELLED-OUT].

#### **Grantor Autograph**

by: \_\_\_\_\_, Grantor  
[Grantor True Name] [Grantor Family Name]  
In the capacity of free inhabitant

#### **Trustee Autograph**

by: \_\_\_\_\_, Trustee  
[Trustee True Name] [Trustee Family Name]  
In the capacity of free inhabitant

### **NOTARY ACKNOWLEDGEMENT**

\_\_\_\_\_ State in \_\_\_\_\_ County

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the above-named individual(s) having appeared via ☐ physical presence / ☐ online notarization have produced satisfactory identification proving to be the person(s) whose name(s) is/are signed within this instrument and acknowledged execution of the same in their authorized capacity with full presence of mind, understanding the nature and effect of the document upon its execution. I certify under penalty of perjury that the foregoing paragraph is true and correct.

[notary seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires



## **STEP #7: PRINT THE TRUST CONSTITUTION (PRIVATE TRUST)**

**Upon replacing the necessary information within the Trust Constitution, read through TWICE to ensure it is ready for printing, then get it notarized.** Once an indenture (*aka the Trust Constitution*) has been created, there is no easy changing of the foundation. **Setup two more trusts, namely the Pass-Through and Holding Trusts (PRIVATE).** Simply read, fill, get an adverse party to sign as grantor, notarize/witness, appoint a trustee and you are 95% DONE! Always use unique names and nine-digit Identification Numbers for all trusts.

**NOTE:** The trust can be named anything except a personal name like “John Albert Doe Trust” if your name is John Albert Doe; however, it can be named “JAD Trust” using the first letter of each name.

**Private Trust Constitution**  
and  
**Articles**

Private Venue, Original and Exclusive Jurisdiction

**[Trust Name]**

**ID NUMBER: [XXX XXX XXX]**

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## **Trust Constitution**

This Trust is ordained and established by and between the man/woman and living spirit given the name [Grantor True Name], of the [Grantor Family Name] family, hereinafter Grantor, and the man/woman and living spirit given the name [Trustee True Name], of the [Trustee Family Name] family, hereinafter Trustee of the Executive Office for [Trust Name].

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

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

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

**1.01** The title of this Trust shall be, “[Trust Name].”

**1.02** Each Trustee shall act and take-action to accomplish the following Trust purposes:

- a.** To preserve, enlarge and maintain the integrity of the Trust Res.
- b.** To foster honorable values and assist in the privacy, general welfare, education, security and safety of the Beneficiaries.
- c.** To engage in any and all lawful activities and acts deemed necessary or desirable in the name of the Trust, provided those purposes and actions shall not be inconsistent with other provisions herein.

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

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

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

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

**2.04** Original situs is the land known and within the boundaries of the Republic of [State], a sovereign in Union with these several States.

**Article III. GOVERNING LAW**

- 3.01** The Trust shall be governed under natural law and nature's God. Where found lacking common law and then equity be its supplement.
- 3.02** The Trust shall be administered exclusively by its Trustees, who shall occupy such offices as free inhabitants.
- 3.03** Notwithstanding any other provision of law, all suits in law or in equity to which [Trust Name] shall be a party, shall be deemed to arise exclusively under the laws found in 3.01 above and with respect to 3.02 above.

**Article IV. ACCEPTANCE OF TRUST**

- 4.01** Grantor, in consideration of acceptance by the Trustee of the Trust Constitution, hereby conveys, transfers, assigns and delivers to the Trustee the property (including rights) described in Schedule A, together with all other property that may from time to time be held by the Trust under this Trust Constitution .
- 4.02** The Trustee, by executing this Trust Constitution, accepts this Trust and the duties and obligations contained herein, and acknowledges that the Grantor has settled upon it the Trust Res set forth in Schedule A.

**Article V. TRUSTEES**

- 5.01** The signed Trustee, upon appointment and acceptance of this Trust Constitution, may appoint one or more additional Trustees, but no more than five.
- 5.02** All those appointed as occupant of an Office of Trustee of this Trust shall be attributed the qualities of being diligent, studious and worthy of trust, and shall be of lawful age [not a minor] and hold the Office of Trustee during good behavior, and shall receive for their service and labor a lawful compensation, which shall be no less than the value of one troy ounce of silver annually and shall not be diminished during their continuance in Office.
- 5.03** In the event of death, resignation, or incapacity of one or more Trustees, the remaining Trustee(s) shall continue to serve and shall appoint a Successor Trustee from Schedule D or another appropriate source if deemed necessary. If only one Trustee remains, the remaining Trustee is required to appoint an additional Trustee. A Trustee shall be deemed incapacitated whenever he cannot effectively manage property or financial affairs due to an unexplained disappearance or absence for more than thirty days, or whenever he is detained under duress.
- 5.04** In the event that the Trust is without a Trustee, a Successor Trustee listed in Schedule D shall serve in place of the incapacitated Trustee and have the ability to appoint new Trustees within thirty days.
- 5.05** The Trustees shall meet a minimum of once annually, either at an approved location or by phone or online conference, to approve all plans, minutes and other administration. Any Trustee expecting to be absent must assign a current Trustee as proxy to handle all affairs on behalf of

the absent Trustee. The absent Trustee must give notice of absence and assignment of proxy to the other Trustees prior to the scheduled meeting, either in written or verbal form.

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

**Article VI. POWERS OF THE TRUSTEES**

- 6.01** To adopt and use a seal. Where the seal is, only one Trustee signature needs to be with it.
- 6.02** To make private contracts and express trusts.
- 6.03** To sue and be sued, complain and defend, in any landed common law Article III court in these several States, or a court of equity if trust situs is outside these united States.
- 6.04** To adopt and enforce Bylaws, to be recorded in the minutes book, known as Schedule H, for the management and regulation of this Trust's affairs and property, the transactions of the Trust's business, and the calling and holding of meetings, shall constitute the authority and the official guide for the actions of the Trustees and/or Agents in executing their duties. Such Minutes shall conform to The Golden Rule, do no harm to others or their property, the guidelines and mandates set forth in this Constitution and shall be binding.
- 6.05** To appoint a Successor Trustee with the power to assume Trustee powers of control during vesting, or title, rights, powers, and privileges granted to the initial Trustee who should die or become unable to continue with their responsibilities; to allow them suitable compensation; and to dismiss Successor Trustees by unanimous vote of the Trustees, appointing another within thirty days. In addition, each Successor Trustee shall be subject to all of the restrictions, obligations, and duties, discretionary and ministerial, imposed upon and given to the initial Trustees. No Successor Trustee is obligated to examine the accounts, records or actions of any previous Trustee. No Successor Trustee shall be in any way or manner responsible for any act or omission to act on the part of any previous Trustee or the Authorized Representatives.
- 6.06** To appoint a Trust Protector with the power to remove Trustee(s) with reason or cause; to allow them suitable compensation; to dismiss a Trust Protector by the unanimous vote of the Trustees, the Trustees appointing another within thirty days. Protector must submit reason or cause for removal to the remaining Trustees for majority vote, to include Protector's circumstantial voting privilege on this issue alone; Trustee(s) under review will have voting privileges suspended until matter is resolved. Protector is prohibited from office as Trustee or Successor Trustee.
- 6.07** To appoint Authorized Representatives as additional Trust Officers not otherwise provided for in this Trust Constitution; to define their duties and powers; to dismiss such Trust Officers at the discretion of the Trustees by majority vote; and to allow them suitable compensation.

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

## **Article VII. ADMINISTRATION**

- 7.01** The Trustees shall conduct the financial affairs of this Trust in an orderly manner with respect to deposits, withdrawals, loans and escrow arrangements. The Trustee(s) are hereby authorized to open and maintain one or more non-interest-bearing checking accounts in the name of this Trust in any financial institution.
- 7.02** Trustees shall be entitled to reimbursements of all direct and indirect expenses of this Trust and its administration.
- 7.03** Trust Seal shall have the power, force and agreement of all the Trustees signatures together; only for use regarding Trust Minutes.



- 7.04** Trust Seal shall have the power, force and agreement of all the Trustees signatures together; only for Bylaws, Appointments of Office and Removals of Office when Trustees are incapable of physical signature, yet are in attendance online virtually. Where possible, a recorded voice of agreement from Trustee(s) is requested for record.
- 7.05** Trustee(s) shall not be liable for the consequence of any error or omission whether of law or of fact for any breach of duty or trust whatsoever, unless it shall be proved to have been made and omitted intentionally [mens rea], fraudulently and in bad faith.
- 7.06** The Grantor, Exchangers, Beneficiaries, Trustees and all other Trust Officers shall be held harmless against any and all claims, taxes, obligations and/or impositions arising in connection with this Trust.
- 7.07** Trustee(s) or Officer(s) may not contract within the public forum or derive public benefits, concerning the trust, that results in Minimum Contacts within any foreign jurisdiction. All contracts are to be understood as between private parties in their private capacity. Any contract resulting in a breach of this privacy shall be considered invalid from the beginning.

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

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

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

**Article IX. BENEFICIAL INTEREST CERTIFICATES**

- 9.01** The Board of Trustees shall be authorized to issue certificates of beneficial interest, hereinafter "Beneficial Interest Certificates," in such form as it deems proper, evidencing the proportional equitable interest of the Beneficiaries. The Beneficial Interest Certificates shall have no par value, and the Board of Trustees shall not place any nominal value on Beneficial Interest Certificates. Beneficial Interest Certificates are non-assessable, non-taxable, non-negotiable and especially limited in transferability.
- 9.02** Trustee(s) shall not hold Beneficial Interest Certificates in their personal capacity without first abdicating their fiduciary power and status.
- 9.03** A single Trustee shall not issue Beneficial Interest Certificates. Beneficial Interest Certificates shall only be issued upon a majority vote of the Board of Trustees.
- 9.04** All Beneficiaries shall be identified on a registry of Beneficial Interest Holders, Schedule B.
- 9.05** Beneficiaries hold no legal title in the Trust Res, any undivided interest therein, or management or control thereof.
- 9.06** Beneficiaries shall possess no control of the Trust, shall have no say in administration of the Trust, and shall have no say in the appointment and/or removal of Trust Officers.
- 9.07** The number of Beneficial Interest Certificates issued shall be limited, to a minimum of one-hundred and a maximum of one million.
- 9.08** Beneficial Interest Certificates shall be immune from seizure, levy or attachment by any creditor of the Beneficiary, without exceptions.
- 9.09** Beneficial Interest Certificates shall not entitle the Beneficiaries to participate in all distributions from the profits of this Trust.

- 9.10** A Beneficiary shall not have the right to ask for partition of the Trust, Trust Res or Trust profits during the continuance of this Trust. A Beneficiary shall only have equitable interest as determined by the Board of Trustees.
- 9.11** All Beneficial Interest Certificate holders shall be related by lineal consanguinity to the man and living spirit, given the name [Beneficiary True Name], of the [Beneficiary Family Name] family.
- 9.12** Death, insolvency, or bankruptcy of a Beneficiary shall not entitle any creditor, heir, legal representative or any other person to demand any special accounting, partition, division or dissolution of the Trust. Death of a Beneficiary shall not terminate his or her rights if said rights are pre-assigned to the Beneficiary's beneficiary or assignee as provided in the Minutes Book of record, Schedule B or a trust of the Beneficiary. Said rights shall therefore not pass by probate or operation of law to any heir or legatee, but shall pass to the assignee or beneficiary of the Beneficiary, or in the event no assignment is made, the Beneficial Interest Certificates shall be void and all interest represented by said Beneficial Interest Certificates shall revert back to this Trust to be equally divided among remaining Beneficiaries.
- 9.13** Beneficial Interest Certificates may be surrendered to or transferred back to this Trust, subject to the approval of the Board of Trustees, but may not otherwise, voluntarily or involuntarily, be pledged, assigned, hypothecated, sold, encumbered, or transferred by a Beneficiary without the written approval of the Board of Trustees. Upon surrender, the Board of Trustees may, at its sole discretion, assign, convey, or exchange said Beneficial Interest Certificates to any other person(s).
- 9.14** If upon the termination of any Trust created under this agreement a final distribution is to be made to a sole beneficiary of another trust created under this agreement, The Board of Trustees shall make the distribution to the second trust instead of distributing the property to the beneficiary outright.
- 9.15** Beneficial Interest Certificates lost or destroyed, may have a new one issued in its place, on such conditions as the Board of Trustees may deem necessary and proper.

**Article X. REVOCATION OF CERTIFICATES**

- 10.01** The Board of Trustees reserves the right to revoke any Capital Certificate or Beneficial Interest Certificate should the action be deemed in the best interest of the Trust and/or should the Trustees deem necessary to do so. The holding of any certificate is a privilege granted solely at the discretion of the Board of Trustees.
- 10.02** The Board of Trustees may waive its right to revoke a certificate if it chooses to do so. The waiver must be in writing, signed by the Exchanger for Capital Certificates or Beneficiary for Beneficial Interest Certificates, and signed and sealed by the Board.

**Article XI. TERM**

- 11.01** This Trust shall continue or terminate at the sole discretion of the Board of Trustees as it deems in the best interest of the Beneficiaries. Grantor shall have no reverter privileges.

- 11.02** The Trustees shall act in full accordance with the Rule Against Perpetuities, unless exempt or excepted. The perpetuities period shall be twenty-one years after the last to die of the currently living great-grandchildren and/or grandchildren and/or children of lineal consanguinity to the man and living spirit, given the name [Beneficiary True Name], of the [Beneficiary Family Name] family; the intent be done as near as possible.
- 11.03** In the event a court of competent jurisdiction determines that the term or any other provision violates the Rule Against Perpetuities, then the term or provision shall automatically be revised and reformed to coincide with the maximum term permitted by the rule, and this Constitution shall not be terminated solely as a result of a violation.

## **Article XII.       PRIVACY**

- 12.01** This Trust Constitution is a private agreement.
- 12.02** Trust Officers shall not be obligated to make known to anyone that this Trust Constitution exists, to disclose any part of the Trust Constitution to any outside party, to disclose any Trust matter, or to disclose the name of any Trust Officer, Grantor/Settlor, Exchanger or Beneficiary.
- 12.03** Trustees shall not be obligated to contact any Exchanger or Beneficiary until such becomes absolutely and indefeasibly entitled to a benefit or to capital, and the Trustees shall then only be obliged to disclose the actual entitlement and the existence of this Trust Constitution.
- 12.04** This Trust is not subject to control by any outside party of any kind. Any law, statute, regulation or procedure denying or obstructing the Trust impairs this special contractual obligation, evidenced by this Trust Constitution, and is therefore in direct violation of substantive law.
- 12.05** The books and records of this Trust are not subject to review or subpoena. In the event of a subpoena or summons, a Trustee may disclose information about Trust business only upon a unanimous vote of the Board of Trustees. No other party other than the Trustees shall have the right, responsibility or obligation to produce this Trust Constitution or any part of it. Any party receiving disclosure of Trust business and/or conducting business with the Trust shall be bound by this Trust Constitution and the law, venue and jurisdiction set forth herein.
- 12.06** The disclosure of any information by a Trustee without majority vote shall constitute a violation of Trustee's fiduciary responsibility, and said Trustee may be removed by majority vote of the remaining Trustee(s) in writing.
- 12.07** Under no circumstances shall a Grantor, Settlor or Exchanger disclose any portion of the Trust Constitution to any party at any time.
- 12.08** Should it become necessary for a court of competent jurisdiction to protect the administration of the Trust Res, such court shall be bound by the intention, purposes, terms, conditions, covenants, restrictions and jurisdiction set forth in this Trust Constitution with Trust Minutes and Bylaws to be regarded as a portion of the rules and regulations of this Trust; and said court's acceptance of such responsibility shall constitute the consent of the court to be so bound, thus leaving for determination of the courts only the question of conscientious dealing of those persons or their Agents. In construing the purpose of this Trust Constitution Declaration and Trust Minutes, the

presumption shall be in favor of the grant of power to the Trustees. All hearings shall take place in private, not open to the public.

**Article XIII. PRIVATE DISPUTE RESOLUTION**

**13.01** The Trustees shall attempt to resolve any dispute between an aggrieved party and the Trust privately. Should such negotiation fail, the next resort shall be mediation.

**13.02** Any aggrieved party may request that the Trustees appoint a mediator acceptable to all parties concerned to resolve a dispute with the Trust through mediation. Should mediation fail, arbitration shall be the next resort.

**13.03** Any aggrieved party unsatisfied by mediation shall receive Arbitration to resolve any dispute between the aggrieved party and the Trust. Unless otherwise specified by a prior contract between the aggrieved party and the Trust, the Board of Arbitration shall consist of three Men, independent of the Trust: one selected by the aggrieved party, one selected by the Trustees, and the third selected jointly by the two selected arbitrators. The Board of Arbitration shall, after meeting, investigation, and majority agreement, give judgment, which shall be binding on all parties. Each party in arbitration shall equally pay for services rendered.

**Article XIV. BANKING**

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

**14.02** A Trustee with signature authority shall indorse all deposits, all checks, all financial transactions of any type whatsoever, in substantively the following form:

Deposit for Credit on Account. Redeemed In Lawful Money Per 12 U.S.C. § 411  
by: \_\_\_\_\_, Trustee Without Recourse

**Article XV. OATH OF OFFICE**

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

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

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

**Article XVI. MISCELLANEOUS**

**16.01** If any clause, paragraph, sentence, word or part of this Trust Constitution shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Trust Constitution, but shall be confined in its operation to the clause, paragraph, sentence, word or part thereof directly involved in the controversy in which such a judgment shall have been rendered.

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

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

### **GRANT & DECLARATION OF TRUST**

In witness whereof, we have hereunto set our hands and seals in token and recognition of this Trust, and of the conveyance, delivery and acceptance of the Res, and of the obligations, powers and duties, herein assigned as a Trustee for [Trust Name], a private express trust organization, and each agrees to all the terms, conditions, covenants and restrictions stated in this Trust Constitution on this [DAY-SPELLED-OUT] day of [MONTH], in the year [YEAR-SPELLED-OUT].

#### **Grantor Autograph**

by: \_\_\_\_\_, Grantor  
[Grantor True Name] [Grantor Family Name]  
In the capacity of free inhabitant

#### **Trustee Autograph**

by: \_\_\_\_\_, Trustee  
[Trustee True Name] [Trustee Family Name]  
In the capacity of free inhabitant

### **NOTARY ACKNOWLEDGEMENT**

\_\_\_\_\_ State in \_\_\_\_\_ County

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the above-named individual(s) having appeared via ☐ physical presence / ☐ online notarization have produced satisfactory identification proving to be the person(s) whose name(s) is/are signed within this instrument and acknowledged execution of the same in their authorized capacity with full presence of mind, understanding the nature and effect of the document upon its execution. I certify under penalty of perjury that the foregoing paragraph is true and correct.

[notary seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires



## A Private Express Trust Organization

[illegible]

**[Trust Name]**

A Private Express Trust Organization

**SCHEDULE B: BENEFICIAL INTEREST HOLDERS**

**[OUT OF 100 TOTAL CERTIFICATES]**

<b>Cert. #</b>	<b>Name:</b>	<b>Address:</b>	<b>Issue Date:</b>	<b>Number of Units:</b>
<b><u>101</u></b>				
<b><u>102</u></b>				
<b><u>103</u></b>				
<b><u>104</u></b>				
<b><u>105</u></b>				
<b><u>106</u></b>				
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<b><u>128</u></b>				
<b><u>129</u></b>				
<b><u>130</u></b>				

**[Trust Name]**

A Private Express Trust Organization

**SCHEDULE C: CAPITAL INTEREST HOLDERS**

**[OUT OF ∞ TOTAL CERTIFICATES]**

<b>Cert. #</b>	<b>Name:</b>	<b>Address:</b>	<b>Issue Date:</b>	<b>Number of Units:</b>
<b><u>101</u></b>				
<b><u>102</u></b>				
<b><u>103</u></b>				
<b><u>104</u></b>				
<b><u>105</u></b>				
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<b><u>126</u></b>				
<b><u>127</u></b>				
<b><u>128</u></b>				
<b><u>129</u></b>				
<b><u>130</u></b>				

**[Trust Name]**

A Private Express Trust Organization

**SCHEDULE D: TRUST OFFICERS**

Position: Executive Trustee
Name of Officer:
Appointment Date:

Position: Secretary Trustee
Name of Officer:
Appointment Date:

Position: Treasurer Trustee
Name of Officer:
Appointment Date:

Position: Administrative Trustee
Name of Officer:
Appointment Date:

Position: Trustee of Records
Name of Officer:
Appointment Date:

Position:
Name of Officer:
Appointment Date:

Position:
Name of Officer:
Appointment Date:

Position:
Name of Officer:
Appointment Date:

**[Trust Name]**

A Private Express Trust Organization

**SCHEDULE E: SUCCESSOR TRUST OFFICERS**

Position: Successor Trustee
Name of Officer:
Appointment Date:

Position: Successor Trustee
Name of Officer:
Appointment Date:

Position: Successor Trustee
Name of Officer:
Appointment Date:

Position: Successor Trustee
Name of Officer:
Appointment Date:

Position: Successor Trustee
Name of Officer:
Appointment Date:

Position: Successor Trustee
Name of Officer:
Appointment Date:

Position: Successor Trustee
Name of Officer:
Appointment Date:

Position: Successor Trustee
Name of Officer:
Appointment Date:

**[Trust Name]**

A Private Express Trust Organization

**SCHEDULE F: ADDITIONAL TRUST OFFICERS APPOINTMENTS**

Position:
Name of Officer:
Appointment Date:

Position:
Name of Officer:
Appointment Date:

Position:
Name of Officer:
Appointment Date:

Position:
Name of Officer:
Appointment Date:

Position:
Name of Officer:
Appointment Date:

Position:
Name of Officer:
Appointment Date:

Position:
Name of Officer:
Appointment Date:

Position:
Name of Officer:
Appointment Date:



**[Trust Name]**

A Private Express Trust Organization

**SCHEDULE G: OATH OF OFFICE SUBSCRIPTION**

I solemnly swear (or affirm) that I will faithfully execute the Office of Trustee of [Trust Name], and will to the best of my ability, preserve, protect and defend the Trust Constitution and Bylaws of [Trust Name].

**Trust Officer, autograph:**

by: \_\_\_\_\_

date: \_\_\_\_/\_\_\_\_/\_\_\_\_

[Trustee True Name] [Trustee Family Name]

In the capacity of free inhabitant

**NOTARY ACKNOWLEDGEMENT**

\_\_\_\_\_ State in \_\_\_\_\_ County

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the above-named individual(s) produced identification identifying each as the same.

[notary seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**[Trust Name]**

A Private Express Trust Organization

**SCHEDULE H: MINUTES, RESOLUTIONS & BANKING**

**[Trust Name]**

A Private Express Trust Organization

**SCHEDULE I: PROPERTY AND VEHICLE USE AGREEMENTS**

**[Trust Name]**

A Private Express Trust Organization

**SCHEDULE J: MISCELLANEOUS RECORDS**

**[Trust Name]**

A Private Express Trust Organization

## **SCHEDULE Z: DEFINITIONS OF TERMS USED**

**ALTER EGO (TRUST):** This is the doctrine that treats a corporation and those who own its stock to be identical. It is applied with no regard to the corporate entity in order to further justice. (In trust form, it turns anything that does not pass The Control Test into a statutory Grantor Trust.)

**ATTORNEY-IN-FACT:** A person who is authorized to perform business-related transactions on behalf of someone else (no license is necessary to perform such duties) such as the principal of a company. In order to become someone's **attorney-in-fact**, the principal must sign a power of **attorney** document.

**ATTORNEY OF RECORD:** Any **lawyer** or barrister (requiring BAR licensing) recognized by a court as representing (and therefore responsible to) a party to **legal** proceedings before it. ... The **attorney of record** is the **attorney** who formally appears before the court, whether in person or by means of signed documents, on behalf of a party.

**BOARD OF TRUSTEES:** An appointed or elected group of individuals with fiduciary and management responsibilities for an entity or organization.

**CERTIFICATE OF CAPITAL INTEREST:** (also “**Certificate of Capital Units**”) means a certificate representing a share of the corpus of the Express Trust. Any exchanger/investor shall receive representation of assets deposited into the trust corpus by a certificate of capital interest. Capital units may legally consist of the movable or immovable “*res*” (trust corpus), according to the terms of the declaration. Each capital unit has no legally determinable value until sold. Taxation on gains is therefore avoided unless the holder redeems the certificate in cash.

**CESTUI QUE TRUST:** Cestui que vie is French for he who lives. It is a legal term for an individual who is the beneficiary of a trust or an insurance policy, with rights to property and the income and profits that the property provides. A cestui que trust is the person entitled to an equitable, rather than legal, trust in the estate assets. Thus, if land is granted to A, for the use of B while in trust, with remainder to C when the trust terminates, A is the trustee, B is cestui que use, and C the cestui que trust. The concept is used in modern life and health insurance policies, where cestui que vie is an individual whose life measures the duration of the insurance contract. In these contracts, cestui que vie is known as the policyholder, insured, or policy owner. Often this trust takes the name of the Settlor for his/her use, while the trustees control the assets.

**CONSTITUTION:** A body of fundamental principles or established precedents according to which an entity or organization is acknowledged to be governed by contract. *See Indenture.*

**COMMON LAW:** The part of English law that is derived from custom and judicial precedent rather than statutes.

**COMPLEX TRUST:** A complex trust may not distribute principal unless all income has first been distributed.

**DISCRETIONARY TRUST:** Gives the trustee the power to choose how and when, if at all, to distribute trust property to beneficiaries. A discretionary trust may provide significant tax benefits to beneficiaries, since no beneficiary has an interest in trust assets until they are distributed.

**EXHAUSTIVE DISCRETIONARY TRUST:** Means that the settlor requires the trustees to pay all of the income from the trust to the beneficiaries every year.

**GRANTOR TRUST or ORIGIN TRUST:** A trust which is statutory by nature and occurs when Grantor/Settlor and Trustee are the same person; or the Trustee relationship is in persona conjuncta, meaning the relationship is too close by blood or nearness. A true Express Trust requires it to pass the “Control Test” and has assigned an “Adverse Party” to separate control. It is best to NOT use a person’s name for the trust.

**INCORPORATED:** A company, organization or entity formed into a legal corporation per US Constitution Article I Section X Clause I.

**INDENTURE:** The legal agreement, contract or document.

**LAW AGAINST PERPETUITIES:** The accepted common-law rule is (1) when the interest is created, it is certain to vest (beneficiaries become absolutely entitled to all of its assets and income) or terminate no later than 21 years after the death of an individual then alive; or (2) the interest either vests or terminates within 90 years after its creation.

**LEGAL vs LAWFUL:** I think it's worth noting that “legal” and “lawful” are not properly defined as the same thing (although some legal dictionaries might have one believe otherwise). Legal means it's a creature of the code, while lawful means it has a right to exist and operate. So, if ANY country says a trust is not a “legal” entity, they are correct regarding their jurisdiction. That does not prevent one, however, from lawful operation of a private express trust. Typically, a private express trust is not interested in being a part of the “legal” system or being recognized as a “legal” entity, as such recognition would confer jurisdiction to the public forum when no such jurisdiction over the trust is usually desired.

**NATURAL LAW:** A body of unchanging moral principles regarded as a basis for all human conduct. A rule of conduct arising out of the natural relations of human beings, established by the Creator, and existing prior to any positive precept.

**NON-EXHAUSTIVE DISCRETIONARY TRUST:** Means that the settlor gives the trustees the discretion to distribute the income or retain it as they feel appropriate.

**NOMINEE TRUST:** Trust controlled by the direction of the beneficiary to the trustees.

**PERSONA CONJUNCTA:** A personal connection [literally, a united person, union with a person] is equivalent to one's own interest; nearness of blood is as good a consideration as one's own interest. (The Control Test states a Grantor and Trustee may not be related by blood or marriage, common law or legal, or the trust risks becoming a statutory Grantor Trust.)

**SPECIAL DEPOSIT:** Account opened by the depositor according to the laws and administrative regulations and rules for the management or use of its special-purpose fund, with an obligation of the bank to return the identical thing deposited; the depositor retaining title.

**SPENDTHRIFT CLAUSE:** A clause designed to limit or prevent access to trust assets by a beneficiary’s creditors, as long as the assets remain in the trust. This Constitution contains this clause under 9.08.

**[Trust Name]**

A Private Express Trust Organization

## **APPOINTMENT OF EXECUTIVE TRUSTEE**

In fulfillment of all required duties set forth in the Trust Constitution;

**Be It Known**, that the Grantor of this Express Trust Organization, [Grantor True Name] [Grantor Family Name], does hereby freely designate and appoint to Executive Trustee, [Trustee True Name]

[Trustee Family Name], currently residing in [Trustee Address] in [Trustee City], [Trustee State] and delivers the Trust Constitution and all Trust documents to the Trustee of the Executive office.

**Additionally**, the Grantor does hereby assign, convey, and deliver, without warranty, unto the Trustee, the real and/or personal properties of the Settlor described in the Schedule "A" of the Trust Constitution.

**Said** Trustee hereby accepts such appointment, together with the powers, duties and responsibilities pertaining thereto, and acknowledges receipt of all the said properties and assets, as well as the original, fully acknowledged Declaration and Articles of Trust, creating [Trust Name] and agrees to be bound thereby.

\_\_\_\_\_

Grantor

\_\_\_\_\_

Executive Trustee

## NOTARY ACKNOWLEDGEMENT

\_\_\_\_\_ State in \_\_\_\_\_ County

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the above-named individual(s) produced identification identifying each as the same.

[notary seal]

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**[Trust Name]**

A Private Express Trust Organization

## APPOINTMENT OF ADDITIONAL TRUSTEE

In fulfillment of all required duties set forth in the Trust Constitution;

**Be It Known**, that the Executive Trustee of this Express Trust Organization, [Trustee True Name] [Trustee Family Name], does hereby appoint [Additional Trustee True Name] [Additional Trustee



Family Name], currently residing in [Additional Trustee Address] in [Additional Trustee City], [Additional Trustee State], as Trustee of [Trust Name] to serve on the Board of Trustees.

**It Is Affirmed**, [Additional Trustee True Name] does hereby accept such appointment as Trustee, together with the powers, duties and responsibilities pertaining thereto, and acknowledges receipt of all the said properties and assets, also of a certified, fully acknowledged copy of the Declaration and Articles of Trust creating [Trust Name], and agrees to be bound thereby.

\_\_\_\_\_  
Executive Trustee

\_\_\_\_\_  
Additional Trustee

## NOTARY ACKNOWLEDGEMENT

\_\_\_\_\_ State in \_\_\_\_\_ County

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the above-named individual(s) produced identification identifying each as the same.

[notary seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**[Trust Name]**

A Private Express Trust Organization

## APPOINTMENT OF SUCCESSOR TRUSTEE

In fulfillment of all required duties set forth in the Trust Constitution;

**Be It Known** that by the power of the Board of Trustees, the Trustee of this Express Trust Organization, [Trustee True Name] [Trustee Family Name], does hereby appoint [Successor True Name] [Successor Family Name], currently residing in [Successor Address] in [Successor City],

[Successor State], as Successor Trustee of [Trust Name] to serve on the Board of Trustees due to incapacitation of another Trustee.

**It Is Affirmed** [Successor True Name] [Successor Family Name] does hereby accept such appointment as Successor Trustee, together with the powers, duties and responsibilities pertaining thereto, and acknowledges receipt of all the said properties and assets, also of a certified, fully acknowledged copy of the Declaration and Articles of Trust creating [Trust Name], and agrees to be bound thereby.

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Successor Trustee

## NOTARY ACKNOWLEDGEMENT

\_\_\_\_\_ State in \_\_\_\_\_ County

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the above-named individual(s) produced identification identifying each as the same.

[notary seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**[Trust Name]**

A Private Express Trust Organization

## APPOINTMENT OF PROTECTOR TRUSTEE

In fulfillment of all required duties set forth in the Trust Constitution;

**Be It Known** that by the power of the Board of Trustees, the Trustee of this Express Trust Organization, [Trustee True Name] [Trustee Family Name], does hereby appoint [Protector True Name] [Protector Family Name], currently residing in [Protector Address] in [Protector City],

[Protector State], as Protector Trustee of [Trust Name] to serve on the Board of Trustees due to incapacitation of another Trustee.

**It Is Affirmed** [Protector True Name] [Protector Family Name] does hereby accept such appointment as Protector Trustee, together with the powers, duties and responsibilities pertaining thereto, and acknowledges receipt of all the said properties and assets, also of a certified, fully acknowledged copy of the Declaration and Articles of Trust creating [Trust Name], and agrees to be bound thereby.

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Protector Trustee

## NOTARY ACKNOWLEDGEMENT

\_\_\_\_\_ State in \_\_\_\_\_ County

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the above-named individual(s) produced identification identifying each as the same.

[notary seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**[Trust Name]**

A Private Express Trust Organization

## LETTER OF BANKING AUTHORIZATION

c/o [Trust Name]

[Address]

[City] [State] [Zip]

Dear Sir/Madam of [Bank Name] at [Bank Address]:

Please accept this Letter of Authorization from the Board of Trustees of this Organization, that as of [Day], [Month], [Year], [Trustee True Name] [Trustee Family Name] individually has the authorization by the Board of Trustees to open a non-interest-bearing checking account at the institution; and to have full authority to open and deposit funds into said account, write checks for Trust purposes against said deposits; and to from time to time extract funds in the form of cash from said account; and to transact through the account on behalf and in the name of this Organization.

[Trustee True Name] has no other responsibility for this organization’s financial activities regarding this account other than the stated and is not responsible for any of its debts or liabilities. This authorization shall continue until notified otherwise, in writing, by the Board of Trustees.

[Trust Name] hereby certifies to said Bank, the Trustees of this organization, as changes in the personnel are made, immediately certify changes to the Bank and said Bank shall be fully protected in relying on such certifications, indemnified and saved harmless from any claim, demand, expense, loss or damage resulting from, honoring the signature of said Trustee, so certified, or refusing to honor any signature not so certified. If one has any questions, contact the Board of Trustees at the address shown on the letterhead.

Sincerely,

\_\_\_\_\_

[Trustee True Name], Trustee Without Recourse  
Without Recourse

\_\_\_\_\_

[Trustee True Name 2] [Trustee Family Name 2], Trustee

NOTARY ACKNOWLEDGEMENT

\_\_\_\_\_ State in \_\_\_\_\_ County

The foregoing instrument was acknowledged before me via ☐ physical presence OR ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the above-named individual(s) produced identification identifying each as the same.

[notary seal]

\_\_\_\_\_

Notary Public

\_\_\_\_\_

My Commission Expires

A Private Express Trust Organization

AFFIDAVIT OF TRUST

I, [Trustee True Name] [Trustee Family Name], being sworn, state:

1. The following Trust is the subject of this Affidavit: [Trust Name], [Date Of Trust Creation]
2. The Trustees currently serving are:


3. The Trust is currently in full force and effect. Financial institution(s) will not serve as a Trustee or Administrator.

4. Grantors of the Trust are:

--	--

5. Beneficiaries of the Trust are: Sealed for Board of Trustees

6. This Trust is Irrevocable.

7. Successor Trustees are:

--	--

8. Powers of the Trustees include:

- ☐ Deposit Funds ☐ Borrow in The Name of The Trust  
☐ Withdrawal Funds ☐ Pledge Assets of The Trust

9. Each Trustee is authorized to transact business for the Trust without the approval of any other Trustee.

10. Trustees agree to inform the financial institution in writing if Trust is revoked.

11. If real property, Trustees agree to promptly inform the financial institution in writing if there is a change in occupancy of the residence.

The signatories of the Affidavit are currently the acting Trustees of the Trust and declare that the foregoing statements are true and correct, under penalty of perjury.

Signature of Trustee	Signature of Trustee

Signature of Trustee	Signature of Trustee

Signature of Successor Trustee	Signature of Successor Trustee

[trust seal]

**[Trust Name]**

A Private Express Trust Organization

## TRUSTEE APPOINTMENT

### MINUTES OF SPECIAL MEETING FOR [TRUST NAME]

Pursuant to notice of a meeting dated [Date], a special meeting of the Board of Trustees of [Trust Name] was held on the at [Time]. A quorum of Trustees attended, as shown by the attached roster. Proxies (if any) were examined and admitted as shown by the attached roster.

The meeting was called to order. By unanimous accord, the following was affirmed and ratified:

1. The first item of business was the proposed appointment of the Trustee, [Trustee True Name] [Trustee Family Name], as Executive Trustee of the Trust to serve as a member of the Board.

2. It was RESOLVED and declared by the Board that [Trustee True Name] is hereby appointed to the aforesaid office, effective upon his signing a letter accepting all the terms set forth in the Contract of Constitution for this Trust.
3. The Authorized Representative has produced this paper as a formal Letter of Acceptance to [Trustee True Name] for his signature with the Trust Seal affixed, holding the power of the Board of Trustees unanimous approval.
4. [Trustee True Name] upon signing this letter gives acceptance holding the appointment to be valid.

There being no further business to come before this meeting, on motion duly made, seconded, and carried, the meeting is adjourned.

Dated: [Date]

Attest, Board of Trustees

---

[Trustee True Name], Executive Trustee

[trust seal]

## **STEP #8: OBTAINING AN EIN FOR BANKING PURPOSES ONLY**

A preferred option when operating in banking, business and public commerce is the creation of a C-Corporation or LLC, which offers greater anonymity. An Operating Trust will control the public entity. The corporation, come tax time, will have exchanged all its lawful money for various services to private entities (trusts) legally, leaving little to no tax liabilities.

Many have pondered, “**Is it considered a *benefit* to receive an EIN?**.” The Internal Revenue Service is just that, internal and thus private. The IRS works on behalf of the Federal Reserve, to collect tax(es) on all *citizens of the United States* who utilize benefits and privileges from licenses granted by the federal government and operate in interstate commerce through the use of private credit known as Federal Reserve Notes (when not redeemed in lawful money). We believe, *for banking purposes only*, an EIN does not bring one into federal jurisdiction within the limited realm of a non-interest-bearing checking account. For those who think a benefit is derived from the EIN application may choose (2) or (3) to obtain their identification. **There are three options to get an EIN for the trust bank account:**

- 1) Apply for EIN Online [15 minutes]

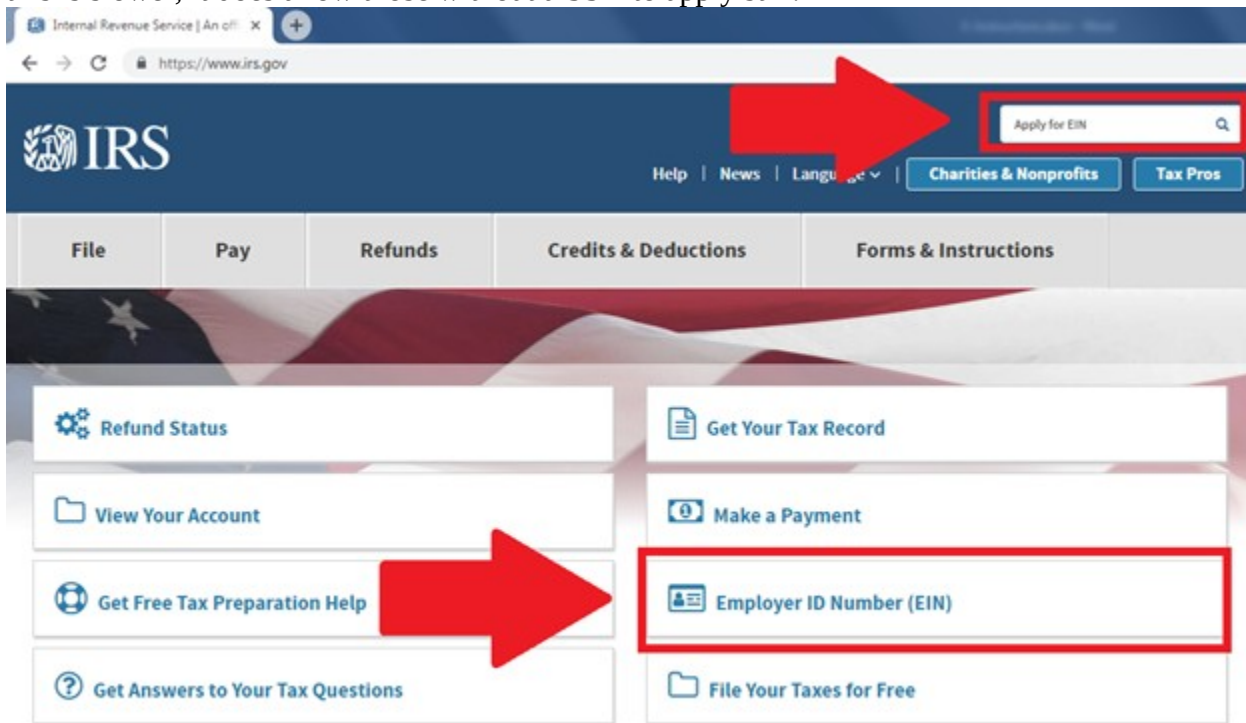
- 2) Registered Agent Apply for EIN as Foreign Entity [15 days]
- 3) Tacit Acquiescence from Department of The Treasury for Private EIN [30 days]

## OPTION #1: APPLY FOR EIN ONLINE

While this option is the quickest way to obtain an EIN, it requires a Social Security Number. But anyone who banks in lawful money won't have income taxes, so any worries become null. To obtain the EIN instantly go to <https://irs.gov> and search for "Online EIN Application" and answer:

TRUSTS > IRREVOCABLE TRUST > CONTINUE > GRANTOR INFORMATION > TRUSTEE FIRST & LAST NAME + I AM GRANTOR, TRUSTEE, BENEFICIARY > TRUST MAILING ADDRESS > NAME OF TRUST, COUNTY, STATE, DATE FOUNDED > NO EMPLOYEES IN NEXT 12 MONTHS > SUBMIT > **Once done, the EIN is instantly shown.**

**NOTE: A SSN is not required to get an EIN. Even if one is not a US Citizen - follow this process to obtain the EIN.** Fill out IRS Form SS-4 and leave section 7b blank, then call the IRS at (267) 941-1099 to complete the application. To learn more about applying as an international applicant and international EIN Applications read [How to Get an EIN as a Foreign Person](#). While this is slower, it does allow those without a SSN to apply still.



Click on the button that says "Apply Online Now" to begin the application.

**Apply for an EIN Online**

Select **“Trust”** and click Continue. **NOTE:** If one is creating an LLC or C/S-Corp, please select the appropriate button and follow the IRS website’s directions.

IRS.gov Help | Apply for New EIN | Exit

EIN Assistant

Your Progress: 1. Identify 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

**What type of legal structure is applying for an EIN?**

Before applying for an EIN you should have already determined what type of legal structure, business, or type of organization is being established.

Choose the type you are applying for. If you don't see your type, select "View Additional Types."

- ☐ **Sole Proprietor**  
Includes individuals who are in business for themselves and household employers.
- ☐ **Partnerships**  
Includes partnerships and joint ventures.
- ☐ **Corporations**  
Includes S corporations, personal service corporations, real estate investment trusts (REIT), regulated investment conduits (RIC), and settlement funds.
- ☐ **Limited Liability Company (LLC)**  
A limited liability company (LLC) is a structure allowed by state statute and is formed by filing articles of organization with the state.
- ☐ **Estate**  
An estate is a legal entity created as a result of a person's death.
- ☒ **Trusts**  
All types of trusts including conservatorships, custodianships, guardianships, irrevocable trusts, revocable trusts, and receiverships.
- ☐ **View Additional Types, Including Tax-Exempt and Governmental Organizations**  
If none of the above fit what you are establishing, there are several others to choose from.

Help Topics  
[What if I do not know what type of legal structure or organization to choose?](#)

Select **“Irrevocable Trust”** and click Continue. And then click Continue once again.

IRS.gov Help | Apply for New EIN | Exit

EIN Assistant

Your Progress: 1. Identify 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

**Identify the type of Trust.**

You must identify **one** type of Trust you are applying for. If you don't see your trust type, select "Trust (All Others)".

- ☐ Bankruptcy Estate (Individual)
- ☐ Charitable Lead Annuity Trust
- ☐ Charitable Lead Unitrust
- ☐ Charitable Remainder Annuity Trust
- ☐ Charitable Remainder Unitrust
- ☐ Conservatorship
- ☐ Custodianship
- ☐ Escrow
- ☐ FNMA (Fannie Mae)
- ☐ GNMA (Ginnie Mae)
- ☐ Guardianship
- ☒ **Irrevocable Trust**
- ☐ Pooled Income Fund
- ☐ Qualified Funeral Trust
- ☐ Receivership
- ☐ Revocable Trust
- ☐ Settlement Fund (under IRC Sec. 468B)
- ☐ Trust (All Others)

Mark **“Individual”** for ‘Who is the Responsible Party/Trustee...’.



EIN Assistant

Your Progress: **1. Identify ✓** 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

Who is the Trustee of the Irrevocable Trust?

The [trustee](#) can be either an [individual](#) OR an [existing business](#).

Please choose one:

- ☒ Individual  
☐ Existing Business

[Continue >>](#)

EIN Assistant

Your Progress: **1. Identify ✓** 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

You selected individual. Please tell us about the Responsible Party.

\* Required fields

Must match IRS records or this application cannot be processed.

The only punctuation and special characters allowed are hyphen (-) and ampersand (&).

First name \*

Middle name/initial

Last name \*

Suffix (Jr, Sr, etc.)

SSN/ITIN \*  -  -


[Trust filing as an Estate under Sec. 645](#)  
(check if yes) ☐

Before continuing, please review the information above for typographical errors.

Help Topics

[? What is a responsible party?](#)

Fill in the trustee's name, **choose "I am grantor, trustee or a beneficiary having a material interest for this trust"** and click Continue.


[Help](#) | [Apply for New EIN](#) | [Exit](#)

EIN Assistant

Your Progress:    1. Identify ✓    2. Authenticate    3. Addresses    4. Details    5. EIN Confirmation

You selected individual. Please tell us about the Trustee.

\* Required fields  
The only punctuation and special characters allowed are hyphen (-) and ampersand (&).

First name \*

Middle name/initial

Last name \*

Suffix (Jr, Sr, etc.)


Choose One: \*

☒ I am the [grantor, trustee](#), or a [beneficiary having a material interest](#) for this trust.

☐ I am a third party applying for an EIN on behalf of this trust.

Before continuing, please review the information above for typographical errors.

Fill in the situs/address for the trust, a home address or P.O. Box works.


[Help](#) | [Apply for New EIN](#) | [Exit](#)

EIN Assistant

Your Progress:    1. Identify ✓    2. Authenticate ✓    3. Addresses    4. Details    5. EIN Confirmation

What is the Mailing Address for the Irrevocable Trust?

\* Required fields  
The only special characters allowed for street and city are - and /.  
Note: You must enter a complete address. P.O. boxes and international mailing addresses are allowed.  
[For military addresses click here.](#)

Street \*

City \*

State/Province/Territory  For U.S. addresses, enter the state/territory abbreviation or full name. For foreign addresses, enter the full name of the province/territory.

Zip/Postal Code

Country \*

Phone Number \*  Must contain only digits; do not enter extensions.

Do you have a U.S. address that is different from above? \* ☐ Yes ☒ No

Before continuing, please review the information above for typographical errors.

Fill in the name of the trust and where it is located, then click Continue.

IRS.gov [Help](#) | [Apply for New EIN](#) | [Exit](#)

EIN Assistant

Your Progress: 1. Identify ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details 5. EIN Confirmation

**Tell us about the Irrevocable Trust.**

\* Required fields  
The only punctuation and special characters allowed are hyphen (-) and ampersand (&).  
The legal name may not contain any of the following endings: Corp, LLC, PLLC, LC, Inc, PA.

Legal name of Irrevocable Trust \*

County where Irrevocable Trust is located \*

State/Territory where Irrevocable Trust is located \*

Date Trust funded \*

Before continuing, please review the information above for typographical errors.

**Help Topics**

How should I input the legal name of the trust so it meets IRS approved naming conventions?

**One should not plan on hiring... yet!** One can have employees “later”, but NOT have employees in the “foreseeable future.” **NOTE:** When creating a trust, the IRS website will show it as “[trust name] TR.” TR is an abbreviation for TRUST.

IRS.gov [Help](#) | [Apply for New EIN](#) | [Exit](#)

EIN Assistant

Your Progress: 1. Identify ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details 5. EIN Confirmation

**Tell us more about the Irrevocable Trust.**

Do you have, or do you expect to have, any employees in the next 12 months?

☐ Yes ☒ No

[Continue >>](#)

**After that screen,** you will be able to receive the confirmation via mail or online (suggested); the summary page that confirms the information just entered, after confirming one will be able to **print the EIN Confirmation Letter.**

IRS.gov [Help](#) | [Apply for New EIN](#) | [Exit](#)

EIN Assistant

Your Progress: 1. Identify ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ 5. EIN Confirmation

**How would you like to receive your EIN Confirmation Letter?**

You have **two** options for receiving your confirmation letter. Please choose one below:

☒ **Receive letter online.** This option requires [Adobe Reader](#). You will be able to view, print, and save this letter immediately. It will not be mailed to you.

☐ **Receive letter by mail.** The IRS will send the letter to the mailing address you provided - allow up to 4 weeks for delivery.

[Continue >>](#)

The screenshot shows the IRS.gov EIN Assistant interface. At the top, the IRS logo and 'IRS.gov' are on the left, and a link 'Help | Apply for New EIN | Exit' is on the right. Below the header, 'EIN Assistant' is centered. A progress bar shows five steps: 1. Identity ✓, 2. Authenticate ✓, 3. Addresses ✓, 4. Details ✓, and 5. EIN Confirmation (highlighted). The main content area says 'Congratulations! Your EIN has been successfully assigned.' Below this, a box displays 'EIN Assigned: [redacted]' and 'Legal Name: [redacted]'. An 'IMPORTANT:' section follows, advising to save and print the page and the confirmation letter. It states the confirmation letter is the official IRS notice. A red rectangle highlights a button that says 'CLICK HERE for Your EIN Confirmation Letter' with a link 'Help with saving and printing your letter' next to it. At the bottom, it says 'Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN.' and a 'Continue >>' button. On the right, a 'Help Topics' sidebar lists two questions: 'What if I do not have access to a printer at this time?' and 'Can I access this letter at a later date?'.

## OPTION #2: REGISTERED AGENT APPLY FOR EIN AS FOREIGN ENTITY

A Third-Party Designee (TPD) *must* be a citizen of the United States (have a SSN) to obtain an EIN on one's behalf. A [lawyer](#), [organization](#) or [agent](#) may be paid to register for a Foreign EIN on one's behalf. One could also ask a friend or family member to act as the Third-Party Designee. The process may be done online or by mail.

**One must sign a statement that says they understand that they are authorizing the Third-Party Designee to apply** for and receive the EIN on behalf. A copy of the signed statement must be retained in the third party's files.

**One must authorize the Third-Party Designee to apply for and receive the EIN by signing a completed Form SS-4 (see sample below),** Application for Employer Identification Number, including the TPD section, prior to completing the online application, and a copy of the signed Form SS-4 must be retained in the third party's files. Once someone is chosen, go to <https://irs.gov> and search for "Online EIN Application" and answer the questions:

TRUSTS > IRREVOCABLE TRUST > CONTINUE > TPD INFORMATION > TRUSTEE FIRST & LAST NAME + I AM THIRD PARTY > YES, I HAVE TPD AUTHORIZATION > YES, I AGREE AND AM IN COMPLIANCE > TPD INFORMATION > TRUST MAILING ADDRESS > NAME OF TRUST, COUNTY, STATE, DATE FOUNDED > NO EMPLOYEES IN NEXT 12 MONTHS > SUBMIT

**See the sample letter below:**

**\*THIRD-PARTY DESIGNEE ACKNOWLEDGEMENT\***

It has been deemed necessary by the Board of Trustees of [TRUST NAME] to assign a Third-Party Designee (TPD) to apply for and receive an Employee Identification Number (EIN) for opening a bank account as a foreign entity.

It is hereby determined that, since this private express trust organization, acting through the office of Trustee and/or its Officers under its sovereign authority under contract law in the common law as a matter of right and not of privilege from statutory authority, may appoint a registered agent with such authority.

Witness our trust seal, as power as the Board of Trustees, designates [AGENT NAME] to obtain the EIN for banking purposes.

by: \_\_\_\_\_  
[Trustee Name], Trustee Without Recourse

Date: \_\_\_\_\_

## Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

▶ See separate instructions for each line. ▶ Keep a copy for your records.

EIN

CMB No. 1545-0003

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested <b>ABC123 Training Group</b>								
	2 Trade name of business (if different from name on line 1)		3 Executor, trustee, "care of" name <b>John W. Doe, Trustee</b>						
	4a Mailing address (room, apt., suite no. and street, or P.O. box) <b>c/o 1234 N. Number Street, #567</b>		5a Street address (if different) (Do not enter a P.O. box.)						
	4b City, state, and ZIP code <b>Cleveland, Ohio 98765</b>		5b City, state, and ZIP code						
	6 County and state where principal business is located								
	7a Name of principal officer, general partner, grantor, owner, or trustor <b>n/a</b>		7b SSN, ITIN, or EIN <b>n/a</b>						
8a Type of entity (check only one box) <input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (enter form number to be filed) ▶ _____ <input type="checkbox"/> Personal service corp. <input type="checkbox"/> Church or church-controlled organization <input type="checkbox"/> Other nonprofit organization (specify) ▶ _____ <input checked="" type="checkbox"/> Other (specify) ▶ <b>Trust Organization</b>				<input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Plan administrator (SSN) _____ <input type="checkbox"/> Trust (SSN of grantor) _____ <input type="checkbox"/> National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises Group Exemption Number (GEN) ▶ _____					
8b If a corporation, name the state or foreign country (if applicable) where incorporated		State		Foreign country					
9 Reason for applying (check only one box) <input type="checkbox"/> Started new business (specify type) ▶ _____ <input type="checkbox"/> Hired employees (Check the box and see line 12.) <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Other (specify) ▶ _____				<input checked="" type="checkbox"/> Banking purpose (specify purpose) ▶ <b>to open a bank account</b> <input type="checkbox"/> Changed type of organization (specify new type) ▶ _____ <input type="checkbox"/> Purchased going business <input type="checkbox"/> Created a trust (specify type) ▶ _____ <input type="checkbox"/> Created a pension plan (specify type) ▶ _____					
10 Date business started or acquired (month, day, year)				11 Closing month of accounting year					
12 First date wages or annuities were paid or will be paid (month, day, year). <b>Note:</b> If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (month, day, year) . . . . . ▶									
13 Highest number of employees expected in the next 12 months. <b>Note:</b> If the applicant does not expect to have any employees during the period, enter "-0-." . . . . . ▶				Agricultural		Household		Other	
14 Check one box that best describes the principal activity of your business. <input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail									
15 Indicate principal line of merchandise sold; specific construction work done; products produced; or services provided.									
16a Has the applicant ever applied for an employer identification number for this or any other business? . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Note:</b> If "Yes," please complete lines 16b and 16c.									
16b If you checked "Yes" on line 16a, give applicant's legal name and trade name shown on prior application if different from line 1 or 2 above. Legal name ▶ _____ Trade name ▶ _____									
16c Approximate date when, and city and state where, the application was filed. Enter previous employer identification number if known. Approximate date when filed (mo., day, year) _____ City and state where filed _____ Previous EIN _____									
Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.								
	Designee's name <b>Jim A. Dean, Authorized Representative</b> Designee's telephone number (include area code) <b>( 123 ) 456-7890</b> Address and ZIP code <b>4567 S. Letter Street, #890, Cleveland, Ohio 98765</b> Designee's fax number (include area code) <b>( 098 ) 765-4321</b>								
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.									
Name and title (type or print clearly) ▶ _____ Applicant's telephone number (include area code) <b>( 123 ) 456-7890</b> Applicant's fax number (include area code) <b>( 098 ) 765-4321</b>									
Signature ▶ _____ Date ▶ _____									

### **OPTION #3: TACIT ACQUIESCENCE FROM DEPARTMENT OF THE TREASURY**

Tacit acquiescence is agreement or consent by silence or without objection. We have the choice to contact the Department of The Treasury, giving them the ability to REFUTE/DENY our request to assign a private, personally designated, number for business transactions.

As one might expect, the letter is met with dead silence and according to UCC (Uniform Commercial Code) their silence is as valid as consent. Once we have this number, we can approach any bank with a 9-digit code that according to UCC law is valid when the Department of The Treasury, who is the authority for currency and its collection, has given us consent by silence.

We often send this letter (not the banking minutes) THREE TIMES over the course of 30 days. First to give notice, second to give notice again (Day 10), third to confirm the action that will occur by their silence (Day 20).

Once the first letter has been sent, record it *and* the USPS Certified Mail Receipt with the local County Recorder and keep the original(s) for the record: Recording Identification Number and a copy of the USPS signature on file. That way if any three-letter agency ever comes forward asking why the account isn't using a "valid Taxpayer Identification Number," anyone can show the information on file. Simply stand on the rights under UCC and tacit acquiescence.

**See the sample letter below:**

**\*BANKING MINUTES OF [TRUST NAME]\***



BY THE POWER VESTED IN TRUSTEE, it is hereby determined that, since this private express trust organization, acting through the office of Trustee and/or its Officers under its sovereign authority under contract law in the common law as a matter of right and not of privilege from statutory authority, may from time to time require an identification number. Since, the Trustee has the exclusive power to name and identify this entity, and since it would or could compromise the status of this entity by applying for a registration number, tax number or other form of identification number from a statutory authority of any kind, a personally granted number is hereby created by the Trustee for identification purposes herewith.

THEREFORE, be it known to all with whom this organization does business that the identification number to be used is as set forth below. It may be designated as an EIN (Entity Identification Number):

Entity Identification Number (EIN): \_\_\_\_\_

by: \_\_\_\_\_  
[Trustee Name], Trustee Without Recourse

Date: \_\_\_\_\_

**\*ENTITY IDENTIFICATION NUMBER OF [TRUST NAME]\***

[Trust Name]  
c/o [Trust Address]



[City], [State]

Department of the Treasury  
Internal Revenue Service  
Philadelphia, PA 19255-0002  
Attn: Director

Dear Director,

As Trustee of [Trust Name], a company having its domicile in the private jurisdiction of Natural Law, we have found it necessary, in the United States, to have a nine-digit number to be able to open bank accounts and conduct certain types of business with United States companies and state corporations, it has become necessary and prudent for us to assign a number to this contractual private express trust organization.

Since it is our belief that to acquire a number from your department or entity would place us in your jurisdiction for tax and other purposes, we have elected to assign our own number, and notify you of such assignment.

If there is any objection to this assignment, please advise. Otherwise, where your banks and other government-controlled and created companies, agencies or affiliates, require a Taxpayer Identification Number (TIN) or Employer Identification Number (EIN), we will use our own private assigned number. Please record this number in your files as our identification number for future reference and in case of inquiry by any business or banking institution.

If we do not hear from you at our location, which is above, within 30 days from the date of this communication, we will presume that this will meet any and all requirements in your jurisdiction. Thank you for your attention to this matter.

Entity Identification Number (EIN): \_\_\_\_\_

by: \_\_\_\_\_  
[Trustee Name], Trustee Without Recourse

Date: \_\_\_\_\_

## **STEP #9: OPENING A TRUST BANK ACCOUNT**

One can either use a prior business bank account (LLC or Corporation) and redeem in lawful money or open a new trust bank account. With a trust account the bank will almost always require evidence of the trust agreement. Again, this is for a non-interest-bearing checking account, so scrutiny towards which bank to use is not a priority.

The following must be provided when opening a bank account:

1. The **Trust Constitution** (most banks need to see all the pages for legal reasons);
2. **An EIN or** a copy of the filed IRS Form SS-4;
3. [OPTIONAL] The notarized original, **Letter of Banking Authorization or Limited Power of Attorney** if being opened by an Authorized Representative.

For best results, call the bank to request an appointment to open a new account (*or have the registered agent do this*). Let the bank know it will be a special-deposit, non-interest-bearing checking account. Make the bank (and agent) aware you will require physical contracts printed ahead of time, as the corporation requires physical copies regarding all contracts. **At the bank appointment, give the trust documents to the agent.** This will ensure the complicated steps are done early.

Be confident. Be prepared & patient. **Don't speak about nor explain anything regarding the trust or your financial status, unless required by the application.** If they need time to review the document, it's best to leave it to their legal department and come back later. **Keep it simple.** When asked why you're doing something, *like using lawful money verbiage*, say, **"I DO THIS FOR TAX REPORTING PURPOSES"** and **99% of people will stop asking questions on the spot.** If the legal department wants a reason to yield on denying lawful money redemption, have them research *McCulloch v. Maryland* (1819) which shows the most solid evidence that US notes, as a non-reserve currency, cannot be taxed. This carries over today with redeemed Federal Reserve notes...

After the legal department has looked over the paperwork and given the "OK," the agent will move onto the "questionnaire" regarding account setup. **Do not be in a hurry and do not rush!** The questions are merely to help the bank assess what types of offers it should extend.

**NOTE:** One may need to try the different branches. If denied the ability to open the trust account at one bank, go to another of the bank's branch locations. Most students don't have issues, even having students open 3 or more trust accounts without a single issue. **Those with issues were able to open a trust account after 2-3 attempts.** A denial is rare and the reason for it is almost never given, it just depends on the attorney's interpretation of the trust indenture. However, if possible ask for the reason and see if it is able to be corrected easily. If it cannot be corrected easily, the opening of a business bank account with an LLC or Corporation will guarantee you have an operating account.

## EXAMPLE QUESTIONS AND ANSWERS

1. What is the purpose of this account/trust?
  - a. Preservation of assets for beneficiaries.
2. Is this a business trust or personal trust?
  - a. Business [it must be this to be opened].
3. What type of trust is it?
  - a. Other. Irrevocable Private Express Trust.
4. Will you be buying/selling real estate?
  - a. Not at this moment.

5. Will you be buying/selling investments?
  - a. Not at this moment.
6. Who prepared it?
  - a. It is a boilerplate document that was prepared by myself.
7. How are most of the funds received for this account?
  - a. Grants, gifts, donations and lawful money.
8. How much in assets will you be holding?
  - a. Less than \$25,000 to begin.
9. How many deposits per month will there be?
  - a. 5 to 10 per month.
10. Need a checkbook?
  - a. Yes, thanks.
11. Need a debit card?
  - a. Yes, thanks.
12. Would you like to set up a direct deposit?
  - a. No, thanks. (**NEVER USE DIRECT DEPOSIT**, as this will shift one back into the jurisdiction of the private banking incorporation.)

**NOTE: Sign the bank signature card with ink only** if privacy is of the utmost importance and a Third-Party Agent was assigned. If someone called ahead, this shouldn't be an issue. Let the bank know that digital contracts and signatures are not acceptable for this organization. Trusts have worked well in the past because the Trustee can say, *"I am duty bound to the shareholders to execute all commercial activities by physical paper."* And who can argue with an obligation? Then have the bank make a copy of **EVERYTHING** for the record. Do not use the rubber stamp to sign the first contract, do it by hand. Once the bank account is open, **never use a driver's license or other SSN attached identification ever again when accessing the account - only use a U.S. passport and debit card.**

For everyone else, a digital pad is ok to use for a signature. Some write extremely small [on the digital pad] to get the lawful money demand on the signature page. Others just sign the digital pads "Lawful Money." No name, no scribbling.

## **SUGGESTED BANKS TO USE FOR TRUST ACCOUNTS**

### **LEGEND:**

\*Only allows trusts with a person/family name

\*\*Only allows [operating] trusts registered with the Secretary of State, costing ~\$300 extra

\*\*\*Trusts for permanent residents only

**RED = NO LONGER ACCEPTS BULLETPROOF TRUSTS**

### USA BANKS FOR TRUST ACCOUNTS:

- [BB&T/Truist](#) (does not ask for paperwork + \$100 deposit)
- [Chase](#) [account issues since 07/2021] (requires Successor Trustee + \$1500 deposit)
- [\\*Bank of America](#) [since 03/2019] (requires Successor Trustee + \$1500 deposit)
- [TD Ameritrade](#) (requires Co-Trustee + \$1500 deposit)
- [Schwab](#) (requires Successor Trustee + \$1000 deposit)
- [HSBC](#) (requires Successor Trustee + \$5000 deposit)
- [PNC](#) (requires Successor Trustee + \$500 deposit)
- [Synovus Bank](#) (requires Successor Trustee + \$2500 deposit)
- [Regions Bank](#) (requires Successor Trustee + \$1500 deposit) [some issues reported]
- [Citibank](#) (requires Successor Trustee + \$1500 deposit)
- [Wells Fargo](#) (requires Successor Trustee + \$1500 deposit)
- [Pacific Premier](#) (\$500 daily balance)
- [Ally](#) (requires Successor Trustee + no account minimum)
- [US Bank](#) (requires Successor Trustee + \$10000 deposit)
- [WesBanco](#) (requires Successor Trustee + \$500 deposit)
- [Citizens Bank](#) (requires Successor Trustee + \$1,500 daily balance)
- [Navy Federal Credit Union](#) (requires Successor Trustee + \$1500 deposit)
- [Noble Credit Union](#) (\$5 deposit)
- [Montecito Bank and Trust](#) (No minimum balance requirements)
- [Union Bank](#) (\$2,500 monthly balance)
- [Glint Pay](#) © 2015 (\$0 deposit, online special deposit banking in gold)
- [Euro Pacific Capital](#) (\$25,000 deposit, deposits backed by gold + no fractional lending)
- **Ask your local bank branch if they offer trust bank accounts!**
- ...search for “online only banks” in Google to find a wealth of banks accepting private trusts - usually one is approved after the bank’s legal team reviews the indenture!

### CANADIAN BANKS FOR TRUST ACCOUNTS:

- [Bank of Montreal](#) (\$4,000 monthly balance)
- [Valley First Credit Union](#) [since 01/2022]

### UNITED KINGDOM BANKS FOR TRUST ACCOUNTS:

- [HSBC](#) (requires Successor Trustee + \$5000/£5000 deposit)
- [Lloyds International Bank](#) (requires Successor Trustee + \$5000/£5000 deposit)
- [Barclays](#) (No minimum balance requirements)

### MEXICAN BANKS FOR TRUST ACCOUNTS:

- [HSBC](#) (requires Successor Trustee + MX\$100,000 deposit)
- [Bancomer/BBVA](#) (MX\$80,000 monthly minimum)
- [Banco del Bajío](#) (MX\$10,000 monthly minimum)
- [Banco de México](#) (MX\$5 monthly minimum)
- [Banorte](#) (No minimum balance requirements)
- \*\*\*[Banamex](#) [since 04/2021]

## AUSTRALIAN BANKS FOR TRUST ACCOUNTS:

- [Westpac](#) (AU\$2,000 monthly minimum)
- [National Australia Bank](#) (No minimum balance requirements)
- [Commonwealth Bank](#) (AU\$100 deposit, AU\$300 everyday minimum)
- [ANZ Bank](#) (AU\$10,000 deposit)

A bank often requires another (Successor or Co-) trustee on the paperwork, including having all relevant parties available (save Beneficiary) to sign in-person. If parties live far apart, [online notarization](#) can be used to sign the Trust Indenture instantly. Banks require another party otherwise courts could take years to establish jurisdiction in appointing a new trustee in cases of sudden death.

## LAWFUL MONEY IS CONSIDERED

- United States Notes (or FRNs when redeemed as such)
- Silver or Gold Coin (issued by United States Treasury but not Federal Reserve)
- Silver or Gold Bullion (commodity that is only lawful money *privately*)

## COMMODITY SAVINGS

**We personally believe that ALL of whatever a person defines as their SAVINGS, should be held in gold or silver.** It's like freezing the value of your assets. People think savings should be in cd's or a bank, but the interest they pay is *always* less than what is lost by inflation. So, by definition anything in these accounts is not savings, it is essentially being taxed away. If gold went higher today because the Federal Reserve note became lower in value, it would be a zero-sum gain. If one purchased gold in 1900, when it was valued at \$20.67, one would have to work 2 weeks (\$11 / week) to make the \$22 to buy the gold. Think how long the average person works today to buy 1oz of gold at its current spot... about 2 weeks!

There will be minor plus-minus influxes in pricing due to fiat gyrations, which are all designed to extract wealth from the masses, but ultimately **all is valued against gold**. Not simply because of gold's inherent value, but due to the alchemical property that it derives in monatomic form. Much research has gone into the monatomic gold extraction via wet, dry and boiling methods for its increase in pineal, PK and intellectual capacities.

## NOTES ON BUYING METALS

There are attempts to manipulate the true cost via various methods; however, in the end, the truth is impossible to hide. **When holding one's savings in metals like gold or silver, there is no recession or depression, but a reconciliation of value. No wealth is lost in translation, merely shifted from one set of hands to another.** Obviously you still want some liquidity. So the following is a good Metals to Cash ratio to follow.

- 50% Metals and 50% Cash (less than \$100,000)
- 80% Metals and 20% Cash (more than \$100,000)
- 90% Metals and 10% Cash (more than \$250,000)

Once a coin or bar of metal has been purchased, document the serial numbers of each into record. If the commodities were ever stolen, the serials would result in a probable chance of recovery due to the fact most smelters keep records of serial numbers from incoming smelt orders. Further, the storing of commodities in a bank or private institution has always been open for fraud and embezzlement, so choose wisely whether storing it personally or trusting it with another. **If one must choose another company for storage, choose a multi-national smelting company.** They are guaranteed to be in business for long periods of time, and they will always be able to hold the metals “in kind” via special deposit accounts.

# FORMING A CORPORATION OR LLC

We prefer to start our LLCs in Missouri and our C/S-Corps in South Dakota, but the choice of state is left up to each individual. To register, one will need to file the Articles of Organization online with the [Missouri Secretary of State](#) for \$50. This is the legal document that officially creates the LLC. As an added bonus, **Missouri doesn't require you to renew an LLC annually.**

A trust can be a member and managing member of an LLC. A trust can also be the sole member and the sole managing member of an LLC.

## STEP 1: Name Your Entity

Choosing a company name is the first step. Be sure to choose a name that complies with the state's naming requirements and is easily searchable by potential clients. **Follow the naming guidelines:**

- Name must include "Limited Liability Company" or "LLC."
  - Corporations must contain "Corporation" or "Corp" or "Incorporated" or "Inc"
- Your name cannot include words that could confuse the entity with a government agency (*e.g. FBI, Treasury, State Department, etc.*).
- Restricted words (*e.g. Bank, Attorney, University, Trust*) may require additional paperwork.
- Name must be distinguishable from any other company, corporation, partnership, etc.
- Some businesses may have to file additional paperwork and appropriate licenses, such as a doctor or lawyer, to be part of the entity.

Make sure the name wanted isn't already taken by doing a [Business Entity Search](#) on the Secretary of State's website. Not sure what to name the business? Check out the [LLC Name Generator](#).

## STEP 2: Choose a Registered Agent

Unless one lives in the state the entity is to be registered in, a registered agent is required. A registered agent is an entity responsible for receiving important documents, tax forms, service of process and official government correspondence on behalf of the business. The registered agent is a business's point of contact with the state. [ZenBusiness](#) includes registered agent service with their LLC formation package (\$39 for the 1st year + State Fees).

**NOTE:** An organizer is a designated person who is responsible for filing a company's formation paperwork with the state (*i.e. you*). These documents are most commonly referred to as the "*Articles of Organization or Incorporation*." The organizer may be someone other than a member of the LLC or Corporation, even a registered agent; alternatively, a member of the entity can serve as its organizer. Who owns the LLC gets listed in your Operating Agreement, which is an "internal document" that is not sent to the state - although a few states require the members to be named. The LLC's Operating Agreement is an agreement among the members of the LLC. It spells out who owns the LLC, how much they own, how the LLC is managed, how profits are distributed, how taxes are paid, and more. The state simply forms the entity according to their laws governing businesses. They don't care about the number of members. They just need to legally have someone listed as the Organizer, so they can respond to them if there is an error in the filing.

## STEP 3: Get a Commercial Address

Get a separate physical address in the state that can receive mail. There are two options: a commercial mail receiving agency (CMRA) which appears more legitimate and is great for building

Corporate Credit but also costs more monthly, or a personal mailbox (PMB) which is cheaper but often is bad for building corporate credit and some banks will not accept them as an address.

A CMRA is a **virtual office that gives businesses a physical address without needing a long lease and staff**. With a virtual office, employees can work from anywhere but still have a mailing address, phone answering services and video conferencing. We recommend: [Alliance Virtual Offices](#) (low as \$49 / mo) or [Davinci Virtual](#) (low as \$49 / mo).

Whereas a virtual mailbox like [AnytimeMailbox.com](#) has a mixture of PMB and non-PMB addresses. **Avoid any addresses that have “PMB” or “BOX” in the address**. If unsure, call the virtual mailbox company and ask this question: *“If I rent a virtual mailbox from you, will my address be exactly the same as if I rented a physical office in the same place?”* If they say ‘yes’, then **that virtual mailbox must be avoided**.

#### **STEP 4: File LLC Articles of Organization with S.O.S.**

Now it’s time to file the [Articles of Organization](#) with the Secretary of State [Online](#) (*this is faster & cheaper*) or by [Mail](#). Determine whether the LLC will be member-managed vs. manager-managed.

#### **MEMBER MANAGED**

- Any member can bind the company to obligations with third parties
- For LLCs with a small amount of members
- The members are involved in day-to-day operations
- A vote is required for all major business decisions
- Also known as “decentralized management” because the administrative power is equal among all members instead of just one manager

#### **MANAGER MANAGED**

- Large number of members in the LLC
- The members are not involved in day-to-day operations
- Allocates administrative power to one or more specific managers instead of all of the members
- Does not require all members to vote on business decisions, just the specific managers

**NOTE:** An LLC is referred to as a "domestic LLC" when it conducts business in the state where it was formed. Normally when we refer to an LLC we are actually referring to a domestic LLC. A foreign LLC must be formed when an existing LLC wishes to expand its business to another state.

#### **STEP 5: Create an Operating Agreement (LLC) or Articles of Incorporation (C/S-Corp)**

Not all states require this but in Missouri, LLCs are required to have an operating agreement per [Revised Statutes Section 347.081](#) of the state's legal code.

An operating agreement is a legal document outlining the ownership and operating procedures of an LLC. It serves as a comprehensive operating agreement ensures that all business owners are on the same page and reduces the risk of future conflict.

#### **Your operating agreement needs to include:**

- Company name, headquarters, and address where mail may be sent



- List of owners and their percent of ownership (should equal 100 percent) with address, telephone number and email address
- Minority investors
- What happens in case of death, disability, divorce or departure of a member
- Procedures for raising additional capital (debt or equity)
- Distributions, including whether or not you want a capital fund set up and amounts
- Level of control for operational members (sign checks, order inventory, hire/fire, etc.)
- Exit strategy – do you want to build the business and sell or is this a long-term commitment?

An operating agreement can be detailed or simple. That said, it's best to have an operating agreement in place before the business begins operating—and it should be agreed upon by all parties.

**See the sample letter below:**

## **LLC OPERATING AGREEMENT**

This Operating Agreement is made and adopted effective [DATE] by [COMPANY NAME] LLC, a limited liability company organized under the laws of [STATE] (the Company) and [MEMBER NAME], its sole member (the Member).

### **ARTICLE I - ORGANIZATION**

Section 1.1 – Company Formation and Duration. The Company has been organized as a limited liability company managed by its members. The Company shall commence on the date of filing of the Articles of Organization and shall exist until the Company dissolves and its affairs are wound up in accordance with this Operating Agreement or applicable law.

Section 1.2 – Single Member. The Member is the sole member of the Company, and is the only person having rights in the Company, including, but not limited to, the right to receive distributions of the Company's assets and the right to vote and manage Company affairs.

Section 1.3 – Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs.

Section 1.4 – Amendment; Entire Agreement. This Operating Agreement may be amended at any time by the Member, for any reason. This Operating Agreement, as may be amended, constitutes the entire agreement between the Member and Company with respect to the subject matter hereof.

### **ARTICLE II – MANAGEMENT AND VOTING**

Section 2.1 – Member Management. The Company shall be managed solely by the Member, who may be known as and hold whatever title(s) the Member chooses.

Section 2.2 – Voting. The Member is entitled to 1 vote on each matter submitted to a vote. Any and all Company actions or decisions shall require an affirmative vote of the Member.

Section 2.3 – Member Authority. The Member has the sole power and authority, on behalf of the Company, to carry out the Company's business and affairs, including, without limitation, the sole power and authority to acquire, encumber, or convey real or personal property from any source and through any means; engage in any financial transactions on behalf of the Company, including opening, maintaining, or closing accounts, borrowing money, or the like; entering into contracts on behalf of the Company; commence, prosecute, or defend any legal proceedings in the Company's name; and carry on any other business or affairs of the Company not specifically provided herein, that is not in contravention of applicable law.

Section 2.4 – Indemnification. Unless otherwise provided by law, the Member is not liable for the acts, debts, or obligations of the Company. The Company shall indemnify, defend, and hold the Member harmless from and against any losses, claims, costs, damages, and liabilities, including, without limitation, judgments, fines, amounts paid in settlement, and expenses incurred by the Member in any civil, criminal, or investigative proceeding in which he or she is involved or threatened to be involved by reason of the Member's membership in or management of the Company.

### **ARTICLE III – CAPITAL CONTRIBUTIONS**

Section 3.1 – Capital Contributions. The Member has made or will make an initial contribution to the capital of the Company, as set forth in Company records. If the Member determines that additional funds are needed for the working capital of the Company, the Member may contribute additional capital.

#### **ARTICLE IV –DISTRIBUTIONS**

Section 4.1 – Allocations and Distributions. Any and all profits and losses shall be allocated to the Member. Distributions may be made to the Member as determined by the Member unless otherwise provided by applicable law.

#### **ARTICLE V – MEMBERSHIP CHANGES**

Section 5.1 – New Members. The Member may by majority vote admit new members in the Company and issue additional membership interests to new members. Any new members shall, before being admitted and as a condition to admission, execute any document or documents required by the Company, agree to be and become a member of the Company, and agree to be bound by the terms of the Company Operating Agreement, which shall be amended by the Member prior to the admission of any new members to include terms and conditions suitable for a multi-member limited liability company.

Section 5.2 –Transfers. The Member may voluntarily sell, transfer, assign, encumber, pledge, convey, or otherwise dispose of part or all of the Member's membership interest in the Company, and in such instance, the transferee is automatically admitted as a new member, subject to Section 5.1.

#### **ARTICLE VI – DISSOLUTION**

Section 6.1 – Dissolution. The Company shall dissolve and its affairs shall be wound up on the consent of the Member. On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed in a manner consistent with applicable law.

**THE COMPANY:**

\_\_\_\_\_  
[COMPANY NAME], LLC

**THE SOLE MEMBER:**

by: \_\_\_\_\_  
[MEMBER NAME], Sole Member

## C-CORP INSTRUCTIONS

You can go to the State's online website to download their **Articles of Incorporation** template or use ours. A C-Corporation is the default corporation. Get everything setup in minutes and get a Registered Agent for \$0 for the first year with [IncFile](#). Be sure to add a "non-liability" clause/section so officers of the corporation are not held liable for company debts or negligent actions while acting as an officer.

**SHAREHOLDERS:** Names are private. [These are often trusts]

**BOARD OF DIRECTORS:** Names must be listed. [This is a registered agent, only 1 must be listed]

**INCOME TAX:** Varies by state. [Nevada has no income tax for revenues under \$4 million a year]

**LIABILITY:** Decisions made by officers and directors of corporations typically have not subjected these individuals to personal liability, unless stated in Articles of Incorporation. Even if an officer or director makes what turns out to be a bad business decision, the law does not render the person liable unless that decision violates a specific duty imposed on the officer or director.

**PRIVACY:** Nominee service is no longer available due to the Patriot Act. However, the corporate veil has only been pierced 5 times in Nevada history, and this was due solely to fraud by the Board of Directors and Alter Ego issues.

**The C-Corp serves as the owner for a business ONLY**, allowing public interactions in commerce (*while redeeming in lawful money as a corporation*) and holding money in a bank account. The Pass-Through Trust has a Private Security Agreement with the C-Corp through which goods and services can be exchanged and as a fail-safe the Pass-Through Trust holds a UCC-1 filed lien over the C-Corp's assets. **Often the corporation will convert currency into gold/silver commodity prior to an exchange**, allowing the Pass-Through to exchange with the Holding Trust seamlessly. In cases of attack, the Holding Trust can exchange assets to a new trust web, creating an "unwinnable" shell game.

**C-Corps have federal income, state income and corporate net worth taxes.** Federal and state taxes are avoided when redeeming in lawful money. **The net worth tax is avoided when the debts and liabilities of the corporation are more than its assets.** All C-Corps are required to complete IRS Form 1120. Please contact a legal professional or CPA to properly administer and file taxes for the entity.

## ARTICLES OF INCORPORATION & CORPORATE BYLAWS

The registration of a C-Corporation requires an Articles of Incorporation document signed by all Corporate Officers and Incorporator, both roles may be filled by the same person. It should be filed as a Domestic Corporation, not Foreign. It is also suggested that one acquires a Registered Agent for less than \$100 a year (increases privacy), a Mail Forwarding Address for less than \$20 a month (increases privacy) and a free EIN from the IRS (required for banking). The EIN can be registered with one's SSN. Corporations can be registered online at any state's Secretary of State website for a nominal fee.

In the sample document, the corporation structure will not pass liability to its Officers, Agents, Incorporator for income taxes, debts or other obligations entered into by the corporation. This is more than a limited liability, it's an outright separate entity with its own obligations.

See the sample letter below:

## **ARTICLES OF INCORPORATION**

In compliance with the requirements of the Model Business Corporation Act, and for the purposes of forming a for-profit business corporation in [State], the undersigned desire to form a corporation according to the following Articles of Incorporation.

### **1. CORPORATE NAME**

The name of the corporation is [Corporation Name] (the "Corporation").

### **2. PURPOSE**

The Corporation is formed for the purpose of education and sharing of information and any or all other lawful business purposes for which corporations may be formed.

### **3. DURATION**

The duration of the Corporation is perpetual.

### **4. REGISTERED AGENT**

The street address of the initial registered office is [Registered Agent's Address]. The name of the initial Registered Agent at this Registered Office is [Registered Agent's Name].

### **5. STREET ADDRESS OF THE PRINCIPAL OFFICE**

The Corporation has a principal office at [Corporation Address].

### **6. INITIAL DIRECTOR**

The initial board of directors will consist of one director (individually the "Director" and collectively the "Board of Directors"). The name and address of the person who will serve as Director until the first annual meeting of shareholders or until successors are elected and qualified is set out below:

Name	Address	City	State	Zip Code

### **7. AUTHORIZED CAPITAL**

The aggregate total number of all shares that the Corporation is authorized to issue is 0.

### **8. CLASS A (COMMON) SHARES**

The Corporation is authorized to issue a single class of shares. The total number of shares authorized is 100,000 Class A shares and those shares will have no par value. The Class A voting, non-cumulative shares will have the following rights and privileges attached to them and be subject to the following conditions and limitations:

- a. The holders of Class A shares will be entitled to receive, as and when declared by the Board of Directors out of the monies of the Corporation properly applicable to the payment of dividends, non-cumulative, cash dividends, at the rate to be set by the Board of Directors.
- b. The Class A shares may from time to time be issued as a class without series or, may from time to time, be issued in one or more series. If the Class A shares are issued in one or more series the Board of Directors may from time to time, by resolution before issuance, fix the

number of shares in each series, determine the designation and fix the rights, privileges, restrictions, limitations and conditions attaching to the shares of each series but always subject to the limitations set out in the Articles of Incorporation.

c. The holders of Class A shares will be entitled to one vote for each Class A share held, and will be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation.

d. In the event of liquidation, dissolution, or winding up of the Corporation, the Class A shareholders will be entitled to share equally, share for share, in the distribution of the assets of the Corporation.

## **9. RESTRICTIONS ON TRANSFER AND OTHER RULES**

No shares of stock in the Corporation will be transferred without the approval of the Board of Directors of the Corporation either by a resolution of the Board of Directors passed at a Board of Directors meeting or by an instrument or instruments in writing signed by all of the Board of Directors. Any invitation to the public to subscribe to any class of shares of the Corporation is prohibited.

## **10. PREEMPTIVE RIGHTS**

The Corporation elects to remove from shareholders the right to preemptively subscribe to any or all future issues of shares in the Corporation.

## **11. AMEND OR REPEAL BYLAWS**

Bylaws may be adopted, amended, or repealed either by approval of the outstanding shares or by the approval of the Board of Directors. In adopting, amending or repealing a bylaw the shareholders may expressly provide that the Board of Directors may not adopt, amend or repeal that bylaw. The power of the Board of Directors is subordinate to the power of the shareholders to adopt, amend, or repeal bylaws.

## **12. CUMULATIVE VOTING**

In an election for Directors, the maximum number of votes a shareholder may cast for one Director is equal to the number of voting shares held by the shareholder.

## **13. FISCAL YEAR END**

The fiscal year end of the Corporation is December 31st.

## **14. INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS**

The Board of Directors, officers, employees and agents of the Corporation will be indemnified and held harmless by the Corporation and its shareholders from and against any and all claims of any nature, whatsoever, arising out of the individual's participation in the affairs of the Corporation. The Board of Directors, officers, employees and agents of the Corporation will even be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the individual or the breach by the individual of any provisions of this Agreement.

## **15. LIMITATION OF LIABILITY**

The Board of Directors and officers of the Corporation will not be personally liable to the Corporation, its shareholders or injured parties for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by the

Articles of Incorporation, Bylaws, legal counsel or by the Corporation. The Board of Directors and officers will not be personally liable for any expenses or damages incurred to the Corporation, its shareholders or injured parties resulting from any and all acts or omissions involving fraud or intentional wrongdoing.

#### **16. LIABILITY ACCEPTANCE**

The Corporation holds and accepts all liability to its shareholders or injured parties for any mistake or error, negligent or malicious incurred by the Board of Directors, the Corporation and its officers.

#### **17. INCORPORATOR**

The name and address of the incorporator of [Corporation Name] are set out below.

Name	Address	City	State	Zip Code

### **CORPORATE BYLAWS**

#### **18. ANNUAL MEETING**

A meeting of the Shareholders of the Corporation (the "Shareholders") will be held annually for the purpose of electing directors (the "Directors") of the Corporation and for the purpose of doing other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the State of [State], the annual meeting will be held on the next succeeding business day or on a date determined by the board of directors for the Corporation (the "Board") that is no later than two weeks after the date specified in the meeting notice. The Corporation must hold its annual meeting within the earlier of:

- a. 6 months after the end of the Corporation's fiscal year;
- b. 15 months after its last annual meeting.

If the annual meeting is not held within that time period then any shareholder may apply to the circuit court of the county where the Corporation's principal office is located, or, if none in [State], the circuit court of [County] County, to fix the time and place of the meeting.

#### **19. SPECIAL MEETINGS**

Unless otherwise prescribed by statute, special meetings of the Shareholders, for any purpose or purposes, may only be called in the following ways:

1. By a majority of the Board; or
2. By the president of the Corporation (the "President"); or
3. By the holders of shares entitled to cast in total not less than 10 percent of the votes on any issue proposed for the meeting where written requests describing the purpose or purposes for the special meeting are signed, dated and delivered to a member of the Board or other Officer of the Corporation.

The Board will determine the time, place and date of any special meeting provided that, in the case of a special meeting called by the requisite percentage of Shareholders in accordance with these Bylaws, the Board will issue notice of the special meeting within 30 days of receipt of the written demand(s) by the relevant Officer of the Corporation.

## **20. PLACE OF MEETING**

The annual meetings or special meetings of the Shareholders may be held at any place in or out of the State of [State] at a place to be determined at the discretion of the Board. If no designation of the location is made for any annual or special meeting of the Shareholders, the place of the meeting will be the Principal Office of the Corporation. The Corporation must hold its annual meeting within the earlier of: a) six months after the end of the Corporation's fiscal year or; b) fifteen months after its last annual meeting. If an annual meeting is not held within that time period, a Shareholder may direct a request in writing to the Chairman of the Board of the Corporation to hold the annual meeting. If a notice of meeting is not given within 60 days of that request then any Shareholder entitled to vote at an annual meeting may apply to any court having jurisdiction for an order directing that the meeting be held and fixing the time and place of the meeting.

## **21. NOTICE OF MEETINGS**

The written notice of any meeting will be given not less than 10 days, but not more than 60 days before the date of the meeting to each Shareholder entitled to vote at that meeting. The written notice of the meeting will state the place, date and hour of the meeting, the means of remote communications, if any, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. If mailed, notice is given when the notice is deposited in the United States mail, postage prepaid, and directed to the Shareholder at the address of the Shareholder as it appears on the records of the Corporation. An affidavit of the secretary (the "Secretary") of the Corporation that the notice has been given will, in the absence of fraud, be prima facie evidence of the facts stated in the notice. A written waiver, signed by the person entitled to a notice of meeting, or a waiver by electronic transmission by the person entitled to that notice, whether before or after the time stated in the notice, will be deemed equivalent to the person receiving the notice. Further, attendance of a person at a meeting will constitute a waiver of notice of that meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

## **22. CONSENT OF SHAREHOLDERS IN LIEU OF MEETING**

Any action to be taken at any annual or special meeting of Shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the matter were present and voted is delivered to the Corporation. Every written consent will bear the date of signature of each Shareholder who signs the consent. However, no written consent will be effective unless the consent is delivered, either by hand or by certified or registered mail, within 90 days of the earliest dated consent, to the Corporation for inclusion in the minutes or filing with the corporate records.

## **23. REMOTE COMMUNICATION MEETINGS**

Remote communication means any electronic communication including conference telephone, video conference, the Internet, or any other method currently available or developed in the future by which Shareholders not present in the same physical location may simultaneously communicate with each other. In the sole and reasonable discretion of the Board of Directors, a meeting of Shareholders of



the Corporation may be held at a specific location or may be held by any means of remote communication. Where a meeting will employ remote communication, one or more Shareholders may participate by means of remote communication or the meeting may be held solely by means of remote communication at the sole discretion of the Board of Directors. Where any remote communication is used in a Shareholder meeting, all Shareholders must be provided a reasonable opportunity to participate in the meeting and all Shareholders participating in the meeting must be able to simultaneously hear each other during the meeting. All votes or other actions taken at the meeting by means of electronic transmission must be maintained as a matter of record by the Corporation. Participation in a meeting using any form of remote communication will constitute presence in person at the meeting.

#### **24. LIST OF SHAREHOLDERS ENTITLED TO VOTE**

The Officer who has charge of the Shareholders' List of the Corporation will prepare and make, 10 to 60 days before every meeting of the Shareholders, a complete list of the Shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each Shareholder and the number of shares of stock registered in the name of each Shareholder. The list must be available for inspection by any Shareholder beginning two days after the meeting is announced and continuing through the meeting. The list must be provided for any purpose related to the meeting:

1. On a reasonably accessible electronic network, so long as the information required to access the list is provided with the notice of the meeting; or
2. During ordinary business hours, at the Principal Office of the Corporation or at a place identified in the meeting notice in the city where the meeting will be held.

**25.** If the Corporation decides to make the list available on an electronic network, the Corporation will ensure that this information is available only to Shareholders of the Corporation. If the meeting is to be held at a physical location, then the list will be produced and kept at the time and place of the meeting during the whole time of the meeting and may be inspected by any Shareholder who is present. If the meeting is to be held solely by means of remote communication, then the list will also be open to the examination of any Shareholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access the list will be provided with the notice of the meeting. If any Director willfully neglects or refuses to produce the list of Shareholders at any meeting for the election of Directors, or to open such a list to examination on a reasonably accessible electronic network during any meeting for the election of Directors held solely by means of remote communication, those Directors will be ineligible for election to any office at that meeting. The Shareholders' List will be the only evidence as to who are the Shareholders entitled by this section to examine the list required by this section or to vote in person or by proxy at any meeting of Shareholders.

#### **26. QUORUM AND REQUIRED VOTE**

A minimum of 51 percent of the shares entitled to vote, present in person or represented by proxy, will constitute a quorum entitled to take action at a meeting of Shareholders. In all matters other than the election of Directors, any act of the Shareholders must be passed by an affirmative vote of the majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the matter. Directors will be elected by a majority of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of Directors. Where a separate vote by a class or series or classes or series of shares ("Eligible Shares") is required, 51 percent of the outstanding Eligible Shares present in person or represented by proxy, will constitute a

quorum entitled to take action with respect to that vote on that matter. Any act to be taken must be passed by an affirmative vote of the majority of the outstanding Eligible Shares present in person or represented by proxy.

## **27. SHAREHOLDERS VOTING RIGHTS AND PROXIES**

Subject to the Articles of Incorporation, each Shareholder will be entitled to one vote for each share of stock held by that Shareholder. Each Shareholder entitled to vote at a meeting of Shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for that Shareholder by proxy, but no proxy will be valid after 11 months from the date of its execution unless the proxy provides for a longer period. Execution of a proxy may be accomplished by the Shareholder or by the authorized Officer, Director, employee or agent of the Shareholder, signing the writing or causing that person's signature to be affixed to the writing by any reasonable means including, but not limited to, by facsimile signature. A duly executed proxy will be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the shares or an interest in the Corporation generally.

## **28. VOTING RIGHTS OF FIDUCIARIES, PLEDGERS AND JOINT OWNERS OF SHARES**

Persons holding shares in a fiduciary capacity will be entitled to vote the shares so held. Persons whose shares are pledged will be entitled to vote, unless, in the transfer by the pledger on the books of the Corporation, that person has expressly empowered the pledgee to vote the shares, in which case only the pledgee, or that pledgee's proxy, may represent and vote the shares.

## **29. VOTING TRUSTS AND OTHER VOTING AGREEMENTS**

Two or more Shareholders may, by agreement in writing, create a voting trust by depositing their shares with a voting trustee, who will have the authority to vote the shares in accordance with the terms and conditions of the voting trust agreement. To be valid, the voting trustee must deliver copies of the list of Shareholders and the voting trust agreement to the Principal Office of the Corporation. Upon receiving the voting trust agreement, the Corporation will issue new share certificates in the name of the trustee and cancel the old share certificates. The new share certificates issued will state that they are issued pursuant to a voting trust agreement. Any amendment to a voting trust agreement will be made by a written agreement, a copy of which will be filed with the Principal Office of the Corporation. The right of inspection of any voting trust agreement or related amendment by a Shareholder of record or a holder of a voting trust certificate, in person or by agent, will be the same right of inspection that applies to the securities register of the Corporation. An agreement between two or more Shareholders, if in writing and signed by the parties to the agreement, may provide that in exercising any voting rights, the shares held by them will be voted as provided by the agreement, or as the parties may agree, or as determined in accordance with a procedure agreed upon by them. The above provisions concerning voting trusts and voting agreements will not be deemed to invalidate any voting or other agreement among Shareholders or any irrevocable proxy which is not otherwise illegal.

## **30. CUMULATIVE VOTING**

Shareholders may use cumulative voting elections when electing Directors.

## **BOARD OF DIRECTORS**

### **31. GENERAL POWERS**

The business and affairs of the Corporation will be managed by or under the direction of the Board.

### **32. NUMBER, TENURE AND QUORUM**

The Board will consist of one member, who will be a natural person. Directors need not be Shareholders. The Director will hold office until that Director's successor is elected and qualified or until that Director's earlier resignation or removal. Any Director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. In order to transact business at a meeting of the Directors, a quorum of 51 percent of the total number of Directors eligible to vote will be required. The vote of the majority of the Directors present at a meeting at which a quorum is present will be the act of the Board.

### **33. REGULAR MEETINGS**

By resolution, the Board may provide the time and place, either within or without the State of [State], for the holding of regular meetings without any notice other than that resolution.

### **34. SPECIAL MEETINGS**

Special meetings of the Board may be called by or at the request of the President or by a majority of the Directors. The person or persons calling that special meeting of the Board may fix any date, time or place, either within or without the State of [State], to be the date, time and place for holding that special meeting.

### **35. NOTICE**

Written notice of the date, time, and place of a special meeting of the Board will be given at least 7 days prior to the date set for that meeting. The written notice can be given personally, by mail, by private carrier, by telegraph, by telephone facsimile, or by any other manner as permitted by the Model Business Corporation Act. The notice will be given by the Secretary or one of the persons authorized to call Directors' meetings. If written notice is mailed, correctly addressed to a Director's address as provided in the Corporation's current records, the notice will be deemed to have been given to that Director at the time of mailing. If written notice is sent by private carrier or if the written notice is sent by United States mail, postage prepaid and by registered or certified mail, return receipt requested, the notice will be deemed to have been given to a Director on the date shown on the return receipt. Otherwise notice is effective when received by a Director. Notice of any Directors' meeting may be waived by a Director before or after the date and time of the meeting. The waiver must be in writing, must be signed by a Director, and must be delivered to the Corporation for inclusion in the minutes or filing with the corporate records. The attendance of a Director at a meeting of the Board will constitute a waiver of notice of that meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

### **36. ACTION BY DIRECTORS WITHOUT A MEETING**

Any action to be taken at any meeting of the Board or of any committee of the Board may be taken without a meeting if all members of the Board or committee, as the case may be, consent to it in writing, or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board, or committee. This filing will be in paper form if the minutes are maintained in paper form and will be in electronic form if the minutes are maintained in electronic form.

### **37. REMOTE COMMUNICATION MEETINGS**

Remote communication means any electronic communication including conference telephone, video conference, the Internet, or any other method currently available or developed in the future by which Directors not present in the same physical location may simultaneously communicate with each other. A meeting of the Board may be held by any means of remote communication by which all persons authorized to vote or take other action at the meeting can hear each other during the meeting and each person has a reasonable opportunity to participate. This remote participation in a meeting will constitute presence in person at the meeting.

### **38. VACANCIES AND NEWLY CREATED DIRECTORSHIPS**

When vacancies or newly created directorships resulting from any increase in the authorized number of Directors occur, a majority of the Directors then in office, although less than a quorum, or a sole remaining Director will have the power to appoint new Directors to fill this vacancy or vacancies. Each new Director so chosen will hold office until the next annual meeting of the Shareholders. If at any time, by reason of death or resignation or other cause, the Corporation should have no Directors in office, then any Officer or any Shareholder or an executor, administrator, trustee or guardian of a Shareholder, or other fiduciary entrusted with like responsibility for the person or estate of a Shareholder, may call a special meeting of Shareholders for an election to fill the vacancy. When one or more Directors resign from the Board and the resignation is to become effective at a future date, a majority of the Directors then in office, including those who have so resigned, will have the power to appoint new Directors to fill this vacancy or vacancies. The appointments of these new Directors will take effect when the resignation or resignations are to become effective, and each new Director so chosen will hold office until the next annual meeting of the Shareholders.

### **39. REMOVAL**

Any Director or the entire Board may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of Directors at a special meeting of the Shareholders called for that purpose. No director may be removed when the votes cast against removal would be sufficient to elect the director if voted cumulatively at an election where the same total number of votes were cast.

### **40. ORGANIZATION**

Meetings of the Board will be presided over by the President, or in the President's absence by a Director chosen at the meeting. The Secretary will act as secretary of the meeting, but in the absence of the Secretary, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

### **41. CHAIRMAN OF THE BOARD**

The Chairman of the Board, if present, will preside at all meetings of the Board, and exercise and perform any other authorities and duties as may be from time to time delegated by the Board.

### **42. COMPENSATION**

The Board will, by resolution, fix the fees and other compensation for the Directors for their services as Directors, including their services as members of committees of the Board. All changes to Director compensation are subject to ratification by the Shareholders.

### **43. PRESUMPTION OF ASSENT**

A Director of the Corporation who is present at a meeting of the Board will be presumed to have assented to an action taken on any corporate matter at the meeting unless:

1. The Director objects at the beginning of the meeting, or promptly upon the Director's arrival, to holding the meeting or transacting business at the meeting;
2. The Director's dissent or abstention from the action taken is entered in the minutes of the meeting; or
3. The Director delivers written notice of the Director's dissent or abstention to the presiding officer of the meeting before the adjournment of the meeting or to the Corporation within a reasonable time after adjournment of the meeting.

Any right to dissent or abstain from the action will not apply to a Director who voted in favor of that action.

## **COMMITTEES**

### **44. APPOINTMENT**

The Board may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not that member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any absent or disqualified member. The committee or committees, to the extent provided in the resolution of the Board will have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. No such committee will have the power or authority in reference to the following matters:

1. Approving or adopting, or recommending to the Shareholders, any action or matter (other than the election or removal of Directors) expressly required by the Model Business Corporation Act to be submitted to Shareholders for approval; or
2. Adopting, amending or repealing any Bylaw of the Corporation.

### **45. TENURE**

Each member of a committee will serve at the pleasure of the Board.

### **46. MEETINGS AND NOTICE**

The method by which Directors' meetings may be called and the notice requirements for these meetings as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

### **47. QUORUM**

The requirements for a quorum for the Board as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

### **48. ACTION WITHOUT A MEETING**

The requirements and procedures for actions without a meeting for the Board as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

#### **49. RESIGNATION AND REMOVAL**

Any member of a committee may be removed at any time, with or without cause, by a resolution adopted by a majority of the full Board. Any member of a committee may resign from the committee at any time by giving written notice to the Chairman of the Board of the Corporation, and unless otherwise specified in the notice, the acceptance of this resignation will not be necessary to make it effective.

#### **50. VACANCIES**

Any vacancy in a committee may be filled by a resolution adopted by a majority of the full Board.

#### **51. COMMITTEE RULES OF PROCEDURE**

A committee will elect a presiding officer from its members and may fix its own rules of procedure provided they are not inconsistent with these Bylaws. A committee will keep regular minutes of its proceedings, and report those minutes to the Board at the first subsequent meeting of the Board.

### **OFFICERS**

#### **52. APPOINTMENT OF OFFICERS**

The Officers of the Corporation (individually the "Officer" and collectively the "Officers") will consist of the President, a treasurer (the "Treasurer") and the Secretary. The Officers will be appointed by the Board at the first meeting of the Directors or as soon after the first meeting of the Directors as possible, if Officers have not already been appointed. Any appointee may hold one or more offices.

#### **53. TERM OF OFFICE**

Each Officer will hold office until a successor is duly appointed and qualified or until the Officer's death or until the Officer resigns or is removed as provided in these Bylaws.

#### **54. REMOVAL**

Any Officer or agent appointed by the Board or by the Incorporators may be removed by the Board at any time with or without cause, provided, however, any contractual rights of that person, if any, will not be prejudiced by the removal.

#### **55. VACANCIES**

The Board may fill a vacancy in any office because of death, resignation, removal, disqualification, or otherwise.

#### **56. PRESIDENT**

Subject to the control and supervisory powers of the Board and its delegate, the powers and duties of the President will be:

- a. To have the general management and supervision, direction and control of the business and affairs of the Corporation;
- b. To preside at all meetings of the Shareholders when the Chairman of the Board is absent;

- c. To call meetings of the Shareholders to be held at such times and at such places as the President will deem proper within the limitations prescribed by law or by these Bylaws;
- d. To ensure that all orders and resolutions of the Board are effectively carried out;
- e. To maintain records of and certify, whenever necessary, all proceedings of the Board and the Shareholders;
- f. To put the signature of the Corporation to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board or which, in the opinion of the President, should be executed on behalf of the Corporation; to sign certificates for the Corporation's shares; and, subject to the instructions of the Board, to have general charge of the property of the Corporation and to supervise and manage all Officers, agents and employees of the Corporation; and
- g. To perform all other duties and carry out other responsibilities as determined by the Board.

#### **57. TREASURER**

Subject to the control and supervisory powers of the Board and its delegate, the powers and duties of the Treasurer will be:

1. To keep accurate financial records for the Corporation;
2. To deposit all money, drafts and checks in the name of and to the credit of the Corporation in the banks and depositories designated by the Board;
3. To endorse for deposit all notes, checks, drafts received by the Corporation as instructed by the Board, making proper vouchers for them;
4. To disburse corporate funds and issue checks and drafts in the name of the Corporation, as instructed by the Board;
5. To submit to the President and the Board, as requested, an account of all transactions by the Treasurer and the financial condition of the Corporation;
6. To prepare and submit to the Board annual reports detailing the financial status of the Corporation; and
7. To perform all other duties and carry out other responsibilities as prescribed by the Board or the President.

#### **58. SECRETARY**

The Secretary will perform the following duties:

1. Prepare the minutes of the meetings of the Shareholders and meetings of the Board and keep those minutes in one or more books provided for that purpose;
2. Authenticate the records of the Corporation as will from time to time be required;

3. Ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
4. Act as custodian of the corporate records and of the corporate seal, if any, and ensure that the seal of the Corporation, if any, is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized;
5. Keep a register of the post office address of each Shareholder;
6. Sign, along with the President, certificates for shares of the Corporation, the issuance of which will have been authorized by resolution of the Board;
7. Have general charge of the Shareholders' List of the Corporation; and
8. Perform all duties incidental to the office of Secretary and any other duties as from time to time may be delegated to the Secretary by the President or the Board.

#### **59. DELEGATION OF AUTHORITY**

The Board reserves the authority to delegate the powers of any Officer to any other Officer or agent, notwithstanding any provision in these Bylaws.

### **LOANS, CHECKS, DEPOSITS, CONTRACTS**

#### **60. LOANS**

Without authorization by a resolution of the Board, the Corporation is prohibited from making or accepting loans in its name, or issuing evidence of indebtedness in its name. The authorization of the Board for the Corporation to perform these acts can be general or specific.

#### **61. CHECKS, DRAFTS, NOTES**

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation must be signed by a designated Officer or Officers, agent or agents of the Corporation and in a manner as will from time to time be determined by resolution of the Board.

#### **62. DEPOSITS**

All funds of the Corporation not otherwise used will be deposited to the credit of the Corporation in banks, trust companies, or other depositories designated by the Board.

#### **63. VOTING SECURITIES HELD BY THE CORPORATION**

The President, or another Officer or agent designated by the Board will, with full power and authority attend, act, and vote, on behalf of the Corporation, at any meeting of security holders or interest holders of other corporations or entities in which the Corporation may hold securities or interests. At that meeting, the President or other delegated agent will have and execute any and all rights and powers incidental to the ownership of the securities or interests that the Corporation holds.



## **64. CONTRACTS**

The Board may give authority to any Officer or agent, to make any contract or execute and deliver any instrument in the name of the Corporation and on its behalf, and that authority may be general or specific.

## **65. CONFLICT OF INTEREST BY DIRECTORS**

A Director or Officer of the Corporation will be disqualified from voting as a Director or Officer on a specific matter where that Director or Officer deals or contracts with the Corporation either as a vendor or purchaser. A Director or Officer of the Corporation will not be disqualified as a Director or Officer for the sole reason that the Director or Officer deals or contracts with the Corporation either as a vendor, purchaser, or otherwise.

## **66. LOANS TO EMPLOYEES AND OFFICERS**

The Corporation may lend money to, or guaranty any obligation of, or otherwise assist, any Officer or employee of the Corporation or of its subsidiary, including any Officer or employee who is a Director of the Corporation or any subsidiary of the Corporation, whenever, in the opinion of the Directors, the loan, guaranty or assistance may reasonably be expected to benefit the Corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Board will approve, including, without limitation, a pledge of shares of the Corporation. Nothing contained in this section is to be construed so as to deny, limit or restrict the powers of guaranty or warranty of the Corporation at common law or under any applicable statute.

## **67. APPENDIX/GLOSSARY**

**BYLAWS:** the purpose of these bylaws (the "Bylaws") is to provide rules governing the internal management of the Corporation.

**CHAIRMAN OF THE BOARD:** Once a Board of Directors has been appointed or elected by the Shareholders, the Board will then elect a chairman (the "Chairman of the Board"). The Chairman of the Board will act to moderate all meetings of the Board of Directors and any other duties and obligations as described in these Bylaws.

**CORPORATE OFFICER:** A corporate officer (individually the "Officer" and collectively the "Officers") is any individual acting for or on behalf of the Corporation. An Officer of the Corporation will usually be appointed to a specific task such as secretary, president, treasurer or other similar position. One person may hold several offices. The Officers will manage the day-to-day operations of the Corporation and report to the Board of Directors.

**PRINCIPAL EXECUTIVE OFFICE:** The Principal Executive Office for the Corporation is where the President of the Corporation has an office.

**PRINCIPAL OFFICE:** The Principal Office of the Corporation is the address designated in the annual report where the executive offices of the Corporation are located.

**PRINCIPAL PLACE OF BUSINESS:** The Principal Place of Business is the address at which the Corporation conducts its primary business.

**REGISTERED OFFICE:** The Registered Office is the physical street address within the state where the registered agent can be contacted during normal business hours for service of process.

**SHAREHOLDERS' LIST:** A Shareholders' List is the complete record of the owners of shares of stock in the Corporation.

## 67. EXECUTION

I, the undersigned, for the purpose of forming a corporation under the Model Business Corporation Act, do make, file and record this document, and do certify that the facts stated in this document are true, and I have accordingly set my hand to this document this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

\_\_\_\_\_  
Incorporator's Printed Name

by: \_\_\_\_\_, Without Recourse  
Signature

## STEP #9: OPENING A BUSINESS BANK ACCOUNT

One who utilizes a trust web structure, may use a C-Corp to bank lawfully and exchange most or all of its assets to a private express trust(s) for service(s) rendered as an Independent Contractor. Remember, a private express trust that does not operate in the public and receives no benefits, and is therefore tax non-obligated for valid conveyances and exchanges. *For more information consult a qualified CPA or legal professional for advice.*

If opening a *non-trust* bank account like a corporate/business bank account, **only bring the Financial Institution Resolution (see sample below), the Articles of Incorporation (C or S-Corp) / Articles of Organization (LLC) and Statement of Information (required in CA, NV, DE).**

**See the sample letter below:**

**\*FINANCIAL INSTITUTION RESOLUTION\***

OF  
[CORPORATION NAME] INC.

I/We, the undersigned, by representing all of the member(s) of [CORPORATION NAME] INC., having met and discussed the business herein set forth, have unanimously:

RESOLVED, that the undersigned Officer(s) will have the authority to open a checking, savings, and/or investment account(s) in the name of [CORPORATION NAME] INC., a [STATE] Domestic Corporation, in the financial institution named below. This includes any financial account that may have credit card access.

The signature authority shall reside with the Officer(s) listed below until rescinded by the Member(s), and the Officer(s) will assume personal responsibility for maintenance of the funds in this financial account.

[YOUR NAME] \_\_\_\_\_  
Officer

IT IS FURTHER RESOLVED, that the aforementioned Officer(s) are hereby authorized to open and maintain a bank account at a federally insured bank which will provide normal banking service and reporting. IT IS FURTHER RESOLVED, that the following financial institution shall be a repository

of [CORPORATION NAME] INC's funds, including, all payroll accounts related to Federal Tax ID Number: [EIN].

BANK NAME: [BANK NAME]

There being no further business, motion was made, seconded, and approved as of the date below.

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Officer Signature

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Date

---

Secretary Signature

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