

Sample trust

Created

Today's date

SAMPLE TRUST

Address, your state
Created
Today's date

Federal I.D. _____

Creator:

Church name

Address

Phone numbers

Trustees:

1. Senior ministers name

Address

Phone numbers

2. Associate Ministers name

Address

Phone numbers

Manager:

Trust Managers name

Address

Phone numbers

Executive Secretary:

Secretary's name

Address

Phone numbers

Protector:

Protector's Name

Address

Phone numbers

Successor Beneficiary (s):

Beneficiary 1

Church name (Beneficiary 2)

Contract for the Creation of Trust

SAMPLE TRUST

This contract is made and entered into this **today's date**, by and between **Church name**, hereinafter referred to as the "Creator", and **Senior ministers name** and **Associate Minister's name**, hereinafter referred to as the "Trustees" of **Sample Trust**. By execution of this contract, the Creator does specifically affirm their desire and intent to form **Sample Trust** and does specifically appoint the Trustees named above giving them all the powers, duties, and responsibilities of the Trustees set forth herein. By execution of this contract, the Trustees accept their appointment as Trustees and agree to use and perform all the powers, duties, and responsibilities of the Trustees set forth herein.

ARTICLE I: GENERAL PROVISIONS

1. The term "Unincorporated Business Organization," which is also used for this Trust, is derived from information in the U. S. Code of Federal Regulations 301.7701-4(b), wherein the Internal Revenue Service specifically describes this type of Trust as "other arrangements which are known as trusts because the legal title to property is conveyed to trustees for the benefit of beneficiaries, but which are not classified as trusts for purposes of the Internal Revenue Code because they are not simply arrangements to protect or conserve the property for the beneficiaries." The Creator has, by execution of this contract, given **Sample Trust** the characteristics such as restricted transferability of interests, no centralized management, lack of continuity of life (from the limited life set forth herein), no associates, a business purpose and is not an Ordinary Trust as defined in the U.S. Code of Federal Regulations 301.7701-4(a).

2. Although **Sample Trust** is a contract, it may at times be called an Unincorporated Business Organization, a trust organization, a business trust, a contractual company, or a contract Trust. No matter what name is given to this Trust, it is under no circumstances, a corporation, a partnership, a joint venture, an association, a sole proprietorship, a grantor trust (i.e. a trust created by the gift of assets to the trust), a statutory trust, a testamentary trust, nor any other type of Trust created by state or federal statute.

3. **Sample Trust** is by this contract irrevocable and complex; this Trust cannot be altered or amended in any manner by the Creator, nor by any Beneficiary. Further, the Creator does not have and will not have any possessory interest, reversionary interest, or retained interest of any nature in this Trust, nor has the Creator entered any secret or "under the table" agreements or understandings with the Trustees named above that obligate the Trustees to act for, or on behalf of the Creator in any fashion. The Trustees have a fiduciary obligation to act in an equitable, unbiased, and fair manner as independent fiduciaries who must act in the best interest of the beneficiaries only in strict accordance with the guidelines and the provisions of this contract.

4. The words in this Contract for the Creation of **Sample Trust**, hereinafter "this Trust", have the ordinary meaning in standard English except for those words defined in the Definitions section of this Contract which are annexed hereto and made a part hereof by reference.

5. The names of the Beneficiaries of **Sample Trust** are to be recorded and kept up to date by the Executive Secretary in Exhibit "A". This Exhibit will specify the current beneficiaries at

any date along with the designation of the number of units of beneficial interest held by each. After each change in Exhibit "A", it shall be signed by two Trustees.

6. The real property exchanged to this Trust is described in Exhibit "B", while the personal property exchanged to this Trust is itemized and described in Exhibit "C". All the property set forth in Exhibits "B" and "C" are, after the exchange, the assets or corpus of this Trust and are subject to all the terms and provisions of this contract.

7. Exhibit "D" is a schedule of assets of this Trust which are to be distributed upon the death or permanent disability or incapacity of the Creator, along with instructions of when and how these assets are to be distributed.

8. Attached hereto as Exhibits "D-1" and "D-2", which by this reference are annexed hereto and made a part hereof, are the specific appointments of the Trustees named above and their acceptance of the position of Trustee. Future Trustee appointments and their acceptance will be maintained in Exhibits "D-3", "D-4", etc., as new Trustees are appointed in accordance with this contract. In the event a Trustee resigns, that Trustee will sign a letter of resignation, which will be maintained by the Executive Secretary in the records of this Trust and in accordance with this contract. If a Trustee is removed, a letter of removal will be submitted by a Trustee or the Protector performing the removal which will be maintained by the Executive Secretary in accordance with this Contract.

9. All past, present and future Trustee information shall be maintained in Exhibit "E" by this Trust's Executive Secretary in accordance with this contract upon the appointment, removal or resignation of a Trustee. All third parties may rely on Exhibit "E" as an up to date list of Trustee information.

10. This contract shall allow for the appointment of a Protector of this Trust given the sole authority to remove or terminate the Trustees for cause. The Protector will have no other power. The schedule of past, present and future Protector's shall be documented by the Executive Secretary in Exhibit "F".

11. In the event of death, resignation, termination or vacancy of all current Trustees for whatever reason, there may be one or more appointed emergency Trustees. A list of emergency Trustees shall be maintained in Exhibit "G" in the records of this Trust by the Executive Secretary.

12. Nothing contained in this contract is intended to be contrary to, nor is it an attempt to evade, any state or federal law. All Exhibits are annexed hereto and made a part hereof by reference.

ARTICLE II: UNITS OF BENEFICIAL INTEREST

1. The Beneficiaries of **Sample Trust** shall hold a total of one hundred (100) units of beneficial interest in the form of a certificate of interest, which shall be the official record of who the certificate holders are and their respective interest in this Trust. A Beneficiary of this trust is one that holds a certificate of beneficial interest in this Trust. Under no circumstances will this Trust ever issue certificates of interest that will equal more than one hundred (100) units total when

combined as set forth above. The certificates of interest are non-assessable, non-taxable, and non-negotiable. A Beneficiary may not exchange any beneficial interest or portion thereof to anyone else without first obtaining the written approval of at least one (1) other Beneficiary of this Trust, other than the person to whom the units of beneficial interest are being exchanged. However, if the exchange of a beneficial interest or any portion thereof is made by the only Beneficiary, or by one of only two Beneficiaries and the exchange is to the other Beneficiary, such exchange must be approved in writing by an independent Trustee of this Trust. The ownership of a certificate of interest and the units of beneficial interest represented thereby does not give the holder thereof any legal title whatsoever in or to the assets of this Trust nor does this give any such Beneficiary any voice or power in the management of these assets. Management of the assets of this Trust is solely the responsibility of the Trustees.

2. No Beneficiary shall have the right to encumber, hypothecate, or alienate his or her interest in this Trust in any manner or at any time whatsoever. In addition, no beneficial interest in this Trust shall be subject to or liable for attachment, execution, or other process of law.

3. Death of a Beneficiary shall constitute his/her certificate of beneficial interest null and void. The number of units shall revert to the Trust for the Board of Trustees to issue to the designated heirs of the passing Beneficiary. Heirs are those named in the will of the passing Beneficiary that will inherit the units of beneficial interest once held by the passing Beneficiary who will then become beneficiaries of this Trust. If there are no designated heirs of the passing Beneficiary remaining, the Board of Trustees of this Trust shall issue the units of beneficial interest to the remaining Beneficiaries of this Trust proportionately.

4. In the event a Beneficiary of **Sample Trust** contests the validity of this Trust in any court or in any way attempts to set aside or nullify this contract or any of its provisions, the beneficial interest of that Beneficiary will terminate, and the units of beneficial interest will be divided among the other Beneficiaries of this Trust on a pro-rata basis. The Trustees are authorized and directed to defend any such action or attack against this Trust and this contract by a Beneficiary or any other person. The expenses of this defense by the Trustees shall be borne by this Trust.

5. As set forth in Paragraph 5 of ARTICLE I above, the name of each Beneficiary is to be maintained by the Executive Secretary in the records of this Trust. All third parties dealing with this Trust may rely on this schedule signed by the Trustees (Exhibit "A") as the authoritative source of the identities of the Beneficiaries of this Trust.

ARTICLE III: TRUSTEES

1. Any current or successor Trustee may be a domestic or foreign individual, another Trust, corporate sole or any other trustworthy individual that will uphold high moral, ethical and equitable standards in the fulfillment of fiduciary responsibilities as Trustees of this Trust, regardless of the nature and scope of the contracted individual's, corporate sole's or Trust's functions or powers apart from serving as Trustee of this Trust.

2. Any current or successor Trustee that is an individual, corporate sole or Trust may not commingle their business, assets or liabilities with this Trust. The beneficiaries of a Trustee's

separate Trust are not Beneficiaries of this Trust. This Trust may contract with a Trustee's separate Trust independently for purposes of expanding the corpus of this Trust but under no circumstance shall the assets of this Trust be commingled with the assets of a Trustee's separate Trust.

3. Two or more Trustees of this Trust constitutes the Board of Trustees of this Trust who shall act in accordance with this contract always.

4. There is to be at least two independent Trustees of **Sample Trust** whenever three or more Trustees are present on the Board of Trustees. An Independent Trustee is not employed by the Creator and is not related to the Creator by blood or marriage. The number of Trustees may be increased when necessary to maintain proper control and fiduciary management to the benefit of the Beneficiaries of **Sample Trust**.

5. One half of the Board of Trustees may be an adverse Trustee which is defined for purposes of this Trust as a Trustee who is related to the Creator and Beneficiaries by blood, marriage, employment or a Trustee who holds some beneficial interest in the assets of this Trust. If there are three Trustees on the Board of Trustees of this Trust, only one is permitted to be related to the Creators and beneficiaries by blood, marriage or employment. If there are only Two Trustees on the Board of Trustees of this Trust, one of the two Trustees is permitted to be related by blood, marriage or employment until the Board of Trustees of this Trust is increased to three or more.

6. There may be appointed now or later, with consent of the current Trustees, an independent emergency Trustee who shall then fill the vacant Trustee position until a permanent independent Trustee is appointed. In the event there is no independent emergency Trustee available, the current Trustee shall appoint a successor Trustee in accordance with this contract. The independent emergency Trustee's powers and duties shall be temporary. The emergency Trustee's power and authority shall terminate upon the appointment of a successor Trustee, but the independent emergency Trustee may still hold office as a non-participating emergency Trustee until such time when and if there is another emergency for the independent emergency Trustee to again exercise their temporary powers and duties.

7. Emergency Trustees of this Trust have the same powers and duties as independent Trustees of this Trust until termination of the emergency Trustee's powers according to their obligation to this contract. Suspension of Emergency Trustee's temporary powers shall occur upon appointment of one or more Independent Trustees. Termination of Emergency Trustee's temporary powers shall occur upon resignation or removal of the Emergency Trustee.

8. In the unlikely event all Trustees of this Trust vacate their office due to death, termination or resignation and there are no standing independent Trustees or emergency Trustees, the current beneficiaries shall have the Protector appoint new Trustees who shall agree to become party to this contract as soon as possible by the unanimous consent of all current beneficiaries in writing. The minutes of the meeting of beneficiaries to appoint new Trustees shall be added to the minutes of this Trust along with a letter of appointment added to this contract. Under no circumstances are the beneficiaries of this trust to administrate the management or control of the assets of this trust during an emergency.

9. The Trustees of **Sample Trust** named on page one paragraph one of the Contract for

the Creation of Trust, or their successors filling any vacancies, collectively and exclusively manage and control the assets of this Trust. The Trustees are to hold office and collectively control the assets and affairs of this Trust. All important, vital, and significant decisions in the management and control of the assets and affairs of this Trust are to be made exclusively by the Trustees acting unanimously which must be recorded as such in the meeting minutes of this Trust.

10. The Trustees of this Trust shall authorize one or more of themselves or one or more officers, including managers and secretaries, of this Trust to sign for this Trust all checking and savings accounts and for all safe deposit boxes wherever located.

11. For liability purposes, the Trustees of this Trust are subject to that standard as is provided by the law of equity in the performance of their duties on behalf of this Trust.

12. In the event of the death or resignation of a Trustee of this Trust, if there are no Emergency Trustees, the remaining Trustee will appoint a successor Trustee to the Board of Trustees created by, and in accordance with, this Trust.

13. At any time, a Trustee of this Trust may resign from this position by delivering to another Trustee a signed notice or letter of resignation which notice, or letter of resignation, will be maintained as set forth in Paragraph 8 of Article I above. Any third party dealing with this Trust, and to whom a notice or letter of resignation is shown, may rely on that notice or letter as stating the true state of affairs for this Trust.

14. In the event an independent Trustee of this Trust is removed and there are no emergency Trustees, the successor Trustee will be appointed by the remaining Trustee. The successor Trustee must also be another independent Trustee.

15. The only way a Trustee of this Trust may be removed from office is for cause by the Protector who shall be appointed in accordance with Article XVI of this Trust. "For cause" means an action, or attempted action by the Trustee, which is not in the best interests of the Beneficiaries of this Trust. The grounds for removal are to be determined by misconduct of a trustee may be kept confidential.

16. In dealing with the Trust Estate (property) of this Trust, the Trustees may or may not use the principle of investment diversification or the establishment of reserves for depreciation or depletion.

ARTICLE IV: TRUSTEES' MEETINGS

1. When the Trustees of this Trust feel it is necessary to conduct business and make decisions by themselves, they may provide for reoccurring pre-scheduled meetings at specific intervals. Meetings that are reoccurring and pre-scheduled can be held without notice.

2. Special meetings of the Trustees may be called at any time by a Trustee by the giving of three (3) days written or telephonic notice to the other Trustees.

3. Those Trustees present at any meeting in person, over the internet or by telephone call must constitute a quorum of one half the current Trustees of this Trust for the conduct of business at any regular or special meeting. It is understood and agreed, however, that all decisions and distributions will only be made by the unanimous vote of the Trustees. When a Trustee is not present at a meeting but must cast a vote, they will be apprised of the meeting minutes, apprised of the business at hand and may call another special meeting for discussion or they may cast a vote based off their briefing of the original meeting.

4. Only the Trustees of this Trust have the authority to call for or request the Trustees to hold a regular or special meeting. The Trustees are directed always to disregard all outside calls or requests for meetings. Bank accounts, records, documents, or other written material dealing with the internal affairs or the operations of this Trust must not be disclosed to a third party, except on the formal written approval of the Trustees given at a regular or special meeting of the Trustees as set forth above.

ARTICLE V: EMERGENCY MEETINGS

In the event all Trustees of this Trust are removed, resign or experience death and there are no current independent and emergency Trustees, all the current adult Beneficiaries, 21 years of age or older, shall hold an emergency meeting to appoint two new independent Trustees in accordance with this Trust. The Beneficiaries shall be given notice by mail, telephone or electronic means with the date, time and place of the meeting. The Beneficiaries shall choose the Trustees by unanimous decision only. If there is a disagreement by one or more of the Beneficiaries, the nominated Trustees shall be appointed as temporary emergency Trustees only until the Beneficiaries can unanimously agree on new independent Trustees. The Beneficiaries shall draft a letter of appointment, keep minutes of the meeting and have the appointed emergency Trustees or independent Trustees sign and accept Trustee agreements to be added to Exhibit "D" of this contract or Exhibit "G" if they are determined to be emergency Trustees. If there is only one adult Beneficiary at the time of Trustee vacancy, she may appoint two emergency Trustees and they shall be temporary emergency Trustees until a resolution is made where each Trustee agrees to the terms of this contract to become permanent independent Trustees. Under no circumstances, emergency or otherwise, shall any Beneficiary have the authority to make decisions affecting the property and assets of this Trust.

ARTICLE VI: POWERS OF TRUSTEES

The Trustees of this Trust must not have general powers but have the specific powers to carry out the purposes of **Sample Trust** which have been established by this contract as the powers necessary to discharge their fiduciary duties and obligations. The Trustees have the following powers and discretions, along with those now or hereafter conferred by law except as otherwise restricted by this contract. Any information regarding this contract is private and cannot be released or revealed to any third party without prior written approval by the Board of Trustees. The Trustees of this Trust have the following powers:

- a. The power to determine what is principal;
- b. The power to deal with title and title insurance matters always; the power to hold an

undivided interest: the power to determine the allocation of income, expenses and principal;

- c. The power to deal with or obtain patents, copyrights, trademarks, etc.;
- d. The power to obtain, manage, or hold productive and unproductive properties; the power to buy, sell, lease, exchange, convey, assign, subdivide, hypothecate, encumber, invest, loan, borrow, and grant options; the power to pledge to secure loans; the power to make improvements, modifications, and alterations; the power to demolish improvements; the power to abandon assets as worthless; the power to partition and to adjust boundaries;
- e. The power to execute contracts, agreements, covenants, or credits; the power to grant easements and rights of way, to impose conditions and restrictions, and to release the same; the power to seek zoning and rezoning, variance or nonconforming use permits; the power to establish and maintain reserves for depreciation;
- f. The power to distribute assets in kind and in divided and undivided interests; the power to buy; sell, or hypothecate gold, silver, diamonds and other precious or semi-precious stones or metals;
- g. The power to hire by contract consultants, independent contractors, property managers, caretakers, and other agents as needed; the power to contract for services to be performed on the terms of the contract; the power to carry insurance of all kinds including, but not limited to, personal liability, property damage, fire, casualty, extended coverage, and income protection;
- h. The power to operate, distribute, diversify, change, joint venture, liquidate, and otherwise run this Trust; the power to delegate authority to executive Trustees, agents, managers, caretakers, or independent contractors and to pay reasonable compensation to any of these parties for services rendered;
- i. The power to operate, manage, control, provide surety for, contract for, open and control future, past and current accounts for, hold agency for, engage in commerce with, and represent any legal entities, registered organizations, legal persons, artificial persons *ens legis*, vessels, corporations and juridical entities evidenced by registration or organizational certificate exchanged to this Trust;
- j. The power to continue mortgage investments after maturity, either with or without renewal or extension; the power to disregard the principle of investment diversification;
- k. The power to invest and reinvest in notes or mortgages on land and property wherever located; the power to participate in life insurance, fixed or variable annuities, health or disability insurance on any beneficiary or anyone in whom a Beneficiary of this Trust has an insurable interest;
- l. Upon the death, resignation, or removal of a Trustee, the remaining Trustee has the power to appoint a successor Trustee previously designated by the Creator;

- m. The power to terminate this Trust created by this contract, but only with the written approval of all the then current Beneficiaries; notwithstanding any other provision of this contract, no power shall be exercised by the Trustees nor shall they take any action without the unanimous consent of all Trustees having authority to then exercise that power.

ARTICLE VII: TRUST CAPITAL

1. Property exchanged into this trust shall be trust capital. Trust capital exchange shall be approved and authorized by independent Trustees only. Anyone can exchange property into this Trust who shall then be a beneficiary of the property exchanged subject to the Trustees powers and authority. The exchanger may remove the principal property following thirty (30) days' notice to the Trustees of this Trust by redemption of the trust capital certificate. Upon notice and redemption of the trust capital certificate with the board of Trustees, the Trustees shall begin transferring the title to the property no later than thirty (30) days after receipt.
2. The exchanger shall receive a certificate of Trust Capital Units (TCU) as evidence of interest in the principal property exchanged. The TCU's may be assigned, gifted, sold or assigned to the beneficiaries or other interested parties. The TCU's may not exceed a total of one hundred (100) units and shall be signed by at least two trustees one of which must be an independent Trustee. A record of property exchanged into this Trust and TCU's issued shall be kept in the records of this Trust by the Secretary.

ARTICLE VIII: BENEFICIAL ENJOYMENT

1. All actions affecting the beneficial enjoyment of the assets of this Trust including, but not limited to, any distribution of income or principal shall be approved and authorized only by independent Trustees, to wit: Trustees of whom no more than one half (1/2) are related to the Creator, by blood, marriage, or employment, i.e. Trustees who are not related to and who are not subservient to the wishes of the Creator. When all Trustees of this Trust are "independent Trustees" as defined herein, they must be in unanimous agreement on all actions affecting the beneficial enjoyment of the assets of this Trust. The term "unanimous action" as used in other portions of this contract means, with respect to such decisions requiring it, the unanimous actions of those Trustees allowed to make use of that particular power, not the unanimous action of all possible Trustees. Other possible Trustees are those such as adverse Trustees, Boards of Trustees of separate Trustee Trusts and emergency Trustees.
2. As to distributions to minor Beneficiaries of this Trust, the Trustees are authorized to make distributions directly to the minor(s), if in Trustees' sole judgment said minor(s) are competent, of age (21 years of age or older) and able to handle the distribution; or to make distributions to any natural guardian or to any adult appointed as an overseer for these distributions by the Trustees.

3. Beneficiaries have the right at any time to request a full accounting of this Trust and inspect the records. Such request is to be made in writing, by telephone, fax or electronically by email or other electronic means. A request for a full accounting must include a date, time and place for the inspection of the records and accounting to occur.

ARTICLE IX: ADMINISTRATION EXPENSES

All expenses incurred in the administration, management, and protection of the assets of this Trust are to be paid by the Trustees out of the corpus, including, but not limited to, the following:

- a. Reasonable compensation of the Trustees, Managers, Executive Secretaries, Caretakers, and any persons or entities providing services or performing functions to, for, or on behalf of this Trust;
- b. Expenses incurred in the operation, cleaning, or maintenance and repair of the assets of this Trust;
- c. Expenses in the acquisition of the necessary supplies, equipment, and materials for this Trust, either by purchase, lease, rental, or otherwise;
- d. Payment of all applicable taxes, charges, assessments, and license fees on behalf of this Trust;
- e. Insurance premiums for the policies of and on behalf of this Trust;
- f. Legal, accounting, bookkeeping, and other professional expenses incurred on behalf of this Trust;
- g. All ordinary and necessary expenses in the management and care of the assets belonging to this Trust.

ARTICLE X: ACCOUNTING, BOOKS AND RECORDS

1. The books, records, documents, and accounts of **Sample Trust** shall be maintained by the Trustees. These duties may be delegated to the Manager, Executive Secretary, or a bookkeeper or accountant who is not an employee of this Trust. The Beneficiaries shall have the right to inspect the books and records, documents, and accounts of this Trust at any reasonable time, upon written notice given to the keeper of the material to be inspected in accordance with Article VII of this Trust. The Trustees are not required to render any formal accountings to or on behalf of the Beneficiaries, except when written demand has been received. The Trustees may, however, render an accounting to the Beneficiaries at any time they so desire.

2. The Trustees of this Trust are given a general lending power to make or receive loans to or from any person or Trust, other than a party related to this contract, without regard to interest or security. Only the Trustees may exercise this power.

ARTICLE XI: BONDS, DEADLOCKS/DISAGREEMENTS

1. No Trustee of this Trust is required to obtain letters of authority from or the approval of any court to exercise any power conferred upon said Trustee by law or by this contract. No Trustee shall be required to take an oath or to furnish any bond or other security.

2. In the event of a deadlock or disagreement among the Trustees of this Trust which cannot be resolved by a Protector, or confusion among them as to the meaning or application of any portion of this contract, any Trustee may institute arbitration proceedings in accordance with the rules of the American Arbitration Association.

ARTICLE XII: CHARITABLE CONTRIBUTIONS

The Creator of this Trust desire that charities and the spirit of charitableness shall be encouraged, and to this end, the Independent Trustees of this Trust are authorized to make contributions to those qualified charitable entities and for those qualified charitable purposes selected. The said contributions shall only be made by the Independent Trustees acting unanimously.

ARTICLE XIII: CREATOR'S DECLARATION OF PURPOSE

The purpose for the creation of this Trust is to provide for the administration of its assets as well as the administration and management of its interests in all artificial juridical *ens legis* persons contracted with or owned by this Trust. All persons acting in a fiduciary capacity have the duty to preserve, protect, conserve, maintain, invest, and develop the assets and artificial juridical *ens legis* persons owned by this Trust for the benefit of the Beneficiaries in the manner designated in this contract to preserve the Beneficiary's religious beliefs.

Further purpose of this Trust is to ensure an equitable just separation of the natural person from any juridical *ens legis* or artificial person allowing the Creators and Beneficiaries of this Trust the inalienable right to Life, Liberty and Pursuit of Happiness in their duty to carry out the will of their Divine Supreme Creator by being of service to others without the restraints, assumptions or implications of secular and temporal ownership liability therefore separating the reality of competition, capitalism, greed, warfare, hatred, racism, ill will, selfishness and sickness of the public at large from the reality of cooperation, community, kindness, caring, love, benevolence, healing, health, free trade and nature in private while ensuring their survival through trade and commerce independent of themselves as Creators, Beneficiaries and heirs is the full purpose of this Trust.

ARTICLE XIV: DEATH, INSOLVENCY, OR BANKRUPTCY

The death, insolvency, or bankruptcy of any Beneficiary of this Trust, or the exchange of his, her, or its certificate of interest by sale, gift, devise or descent shall not create a dissolution of this Trust or in any manner affect this contract or its operation. The ownership of a certificate of beneficial interest does not entitle the holder to any legal title in or to the assets of **Sample Trust**, nor any undivided interest therein, nor in the management of its assets; nor will the death of a Beneficiary entitle his or her heirs or legal representative to demand any portion or division of the assets, but the successor Beneficiary may succeed to the same equitable or distributional interest of his, her, or its predecessor.

ARTICLE XV: DURATION

This Trust shall terminate, and dissolve and this contract shall expire at 12:00 noon one day before the date which is twenty-one (21) years after the death of the last surviving Beneficiary of this Trust. It is to be remembered, however, that this Trust may be terminated earlier in accordance with the provisions of this contract. In the event this contract is reviewed by a court regarding the issue of remoteness of vesting, undue duration, or any similar rule, and the applicable state law has a shorter duration than the Rule Against Perpetuities such as those circumstances set forth above in ARTICLE XIII, the shorter requirement is the intent of the Creators.

ARTICLE XVI: THE PROTECTOR

In the event the Creator of this Trust desire to do so, **they** may, concurrently with the execution of this Contract, appoint a Protector and name one or more successor Protectors. An appointment of a successor shall be effective at the time of the removal or withdrawal of the previous Protector. The successor Beneficiaries may appoint a Protector in the event the Creator becomes incapacitated or experience death. The successor Beneficiaries may appoint a Protector in accordance with this contract upon unanimous consent of the remaining successor Beneficiaries at that time. The Protector cannot be a Trustee, cannot be the spouse of a Trustee, and has the following powers: (1) to remove trustees for cause as defined in Article III Clause 15 of this Trust (2) to settle disputes between the Beneficiaries and the Trustees with an equitable solution (3) to appoint new trustees in the event there are no remaining trustees (4) to protect the interests of the successor Beneficiaries. In the event an independent Trustee is removed, the successor must also be an independent Trustee. While in the event an adverse Trustee is removed, the successor must also be an adverse Trustee. An adverse Trustee for purposes of this Trust is one who is related to the Creator or Beneficiaries by blood or marriage or one having some beneficial interest assets of this Trust. The Creator cannot give any other powers to the Protector, and the Trustees shall recognize no other powers of the Protector.

ARTICLE XVII: OFFICERS AND MANAGEMENT

1. The Trustees of this Trust may, if they so desire, appoint a Manager of this Trust, whose duties and responsibilities shall be to manage the day-to-day business and affairs of this Trust. The Trustees may also appoint, if they so desire, an Executive Secretary to work with the Manager. Each party shall perform the duties and control the functions delegated to them pursuant to the terms and provisions of this contract, the common law of **Your state**, equity and the terms of the appointment by the Trustees.

2. The Trustees of this Trust may contract other officers, independent contractors, fiduciaries or agents as they feel necessary and expedient for the proper operation of this Trust and expansion of the corpus of this Trust.

3. Any person may be appointed to hold two or more positions at the same time with such duties and responsibilities as are assigned by the Trustees of this Trust. The Trustees may retain agents, executives, or others, or even designate third persons, to hold funds for specific purposes.

4. In the construction of this contract and in the administration of this Trust, the express wording, definitions and provisions in this contract and other related documents are to prevail. Their plain and reasonable meaning is the foundation for the interpretation of this contract. When the express wording, definitions and provisions of this contract do not regulate the administration and affairs of this Trust, the Trustees are to rely on the customary, usual, and prevailing common law of **Your state**, a republic state, in the administration and management of this Trust. The Trustees are to use their discretion justly and wisely, within the expressed wording and provisions of this contract, to guide the management, administration, and affairs of this Trust.

ARTICLE XVIII: DISTRIBUTIONS-ASCERTAINABLE STANDARD

1. The Trustees of this Trust may accumulate, or they may distribute, to any Beneficiary such portions of the income or the principal of this Trust as the Trustees deem necessary for the support, care, maintenance, education, medical expenses or emergencies of the Beneficiaries. All distributions from this Trust must be made in conformity with this external ascertainable standard, except on a pro-rata basis to the Beneficiaries.

2. The Trustees of this Trust have the power to distribute principal and/or income to the Beneficiaries, and to make decisions on distributions of the corpus in whole or in part for delivery or exchange to the Beneficiaries of any portion thereof at such valuation as is established by the Trustees to be the fair value of the portion, or the Trustees may convert the corpus or any portion thereof into cash and distribute the net proceeds to the Beneficiaries.

ARTICLE XIX: SPENDTHRIFT PROVISIONS

1. The interests of the Beneficiaries under this contract shall not be subject to assignment, alienation, pledge, attachment, or claims of creditors of the Beneficiaries, to the extent permitted by law.
2. No principal of this Trust may be used in any manner to discharge in whole or in part the Creator's and Beneficiary's personal legal obligations of support.
3. This Trust holds all its assets in the name of the Trust, and this Trust shall in no way be subject to the liability of the Creator, Beneficiaries or the Trustees, and not subject to the liability of the living Beneficiaries' personal private debts or torts.

ARTICLE XX: THIRD PARTIES

1. To protect banks, Trust Companies, lending institutions, and other third parties which require assurance of the validity of the then acting Trustees of **Sample Trust**, it is required that all current Trustees of this Trust have their names recorded and certified by the record keeper (generally the Executive Secretary) in the records of this Trust. Any type of letter or other form may be used for this purpose and shall be signed and certified by all current Trustees. All banks, Trust Companies, lending institutions, and other third parties may rely on such letter or other form as being the true and accurate state of affairs with respect to the current Trustees of this Trust.
2. Third parties do not have any duty to inquire into the authority for, or propriety of, any actions taken by or contemplated by the Trustees of this Trust. These third parties, including, but not limited to, banks, Trust Companies, lending institutions, title companies, government agencies and agents and all other third parties may fully rely upon any written action taken by the Trustees. Such written action by the Trustees shall be binding upon this Trust and its assets as completely as if such action had been specifically granted and approved in this contract. The purpose of this paragraph is not to add to the powers of the Trustees, but to simplify and speed up the effective administration of this Trust by protecting third parties who are relying upon the actions of the Trustees. This paragraph is also set forth herein to protect the privacy and confidentiality of all other paragraphs of this contract from the prying eyes of persons and entities not a party to this contract.

ARTICLE XXI: INSURANCE

1. The Trustees have the power to receive and hold any insurance policies on the life of any person, but only if, after the exchange of any policy to this Trust, **Sample Trust** is the sole owner of the policy, and the Creator is not legally obligated to maintain such policy. No beneficiary whose life is insured under such policy shall have any interest in any dividends, interest, or other payments derived from such policy while it is in effect.

2. The Trustees of this Trust have the power to receive and hold all insurances necessary for the protection of its assets and Beneficiaries such as auto, home, rental, medical, dental and any other insurance that may protect the assets of this Trust and its Beneficiaries.

ARTICLE XXII: DOMICIL

Sample Trust was created in, and this contract was executed in **Your state** subject to the jurisdiction of the common law of Your state, a republic state, and the law of equity. The construction of this contract shall be determined primarily in accordance with the express terms set forth herein, and this is true even when this contract does not speak or when the validity, construction, or administration of this Trust must be viewed by a court of law with respect to a particular state law.

ARTICLE XXIII: NOTICE

In the event any sentence, paragraph, or other provision of this contract is held to be invalid or unenforceable, the remaining provisions of this contract shall not be affected and shall be given full legal force and effect.

IN WITNESS WHEREOF, this contract for the Creation of **Sample Trust** is executed as of the date and year first written above and by the Creator's signature, selecting and appointing the Trustees as set forth above. The Trustees, by their signatures, accept the positions of Trustee and agree to hold, manage, administer, and distribute the assets and interests of **Sample Trust** in accordance with all of the provisions and conditions set forth in this contract. Each Trustee is entitled to reasonable yearly compensation in the capacity of Trustee. Each Trustee reserves the right to resign from this position at any time and for any reason.

Dated: On this **today's date**, By: _____
Creators of trust name, for
Church name, Creator

Associate Minister's name, Independent Trustee

Senior ministers name, Trustee

It is declared under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that **Senior ministers name** and **Associate Minister's name** have been selected and appointed as the Trustees of **Sample Trust** and have subscribed their signatures hereto.

Executed this **today's date**.

By: _____
Creators of trust name, for Church name, Creator

Exhibit “A”

The names of the current Beneficiaries of **Sample Trust** are recorded and kept up to date by the Executive Secretary duly appointed by the Trustees. The following is a schedule of the name of the Beneficiary, the number of units of beneficial interest held, date of becoming a Beneficiary, and the date the Beneficiary no longer remains a Beneficiary of this Trust:

NAME OF BENEFICIARY	# of UBI	DATE BECAME A BENEFICIARY	DATE NO LONGER A BENEFICIARY
Church name	100	Today's date	

Senior ministers name, Trustee

Today's date
Date

Associate Minister's name, Trustee

UBI REGISTRY AND TRANSFER JOURNAL

NAME OF BENEFICIARY	# of UBI	DATE BECAME A BENEFICIARY	DATE NO LONGER A BENEFICIARY

Trustee

Date

Trustee

UBI REGISTRY AND TRANSFER JOURNAL

NAME OF BENEFICIARY	# of UBI	DATE BECAME A BENEFICIARY	DATE NO LONGER A BENEFICIARY

Trustee

Date

Trustee

NAME OF BENEFICIARY	# of UBI	DATE BECAME A BENEFICIARY	DATE NO LONGER A BENEFICIARY

Trustee

Date

Trustee

NAME OF BENEFICIARY	# of UBI	DATE BECAME A BENEFICIARY	DATE NO LONGER A BENEFICIARY

Trustee

Date

Trustee

UBI REGISTRY AND TRANSFER JOURNAL

NAME OF BENEFICIARY	# of UBI	DATE BECAME A BENEFICIARY	DATE NO LONGER A BENEFICIARY

Trustee

Date

Trustee

NAME OF BENEFICIARY	# of UBI	DATE BECAME A BENEFICIARY	DATE NO LONGER A BENEFICIARY

Trustee

Date

Trustee

NAME OF BENEFICIARY	# of UBI	DATE BECAME A BENEFICIARY	DATE NO LONGER A BENEFICIARY

Trustee

Date

Trustee

Exhibit “B”

The real property exchanged to **Sample Trust** by the Creator is set forth below, along with the date of exchange to the Trustees:

[illegible]

Exchange Date: _____

Creator: _____

Received Date: _____

Received by:

Trustee: _____

Trustee: _____

Exhibit “C”

The *personal* property exchanged to **Sample Trust** by the Creator is set forth below, along with the date of exchange to the Trustees:

<i>Personal Property</i>	Fair Market Value:
Twenty One Silver Dollars	

Exchange Date: _____ Creator: _____

Trustee: _____ Trustee: _____

Print Name: _____ Print Name: _____

<i>Personal Property</i>	Fair Market Value:

Exchange Date: _____ Creator/Beneficiary: _____

Trustee: _____ Trustee: _____

Print Name: _____ Print Name: _____

Exhibit “C”

<i>Personal Property</i>	Fair Market Value:

Exchange Date: _____ Creator/Beneficiary: _____

Trustee: _____ Trustee: _____

Print Name: _____ Print Name: _____

<i>Personal Property</i>	Fair Market Value:

Exchange Date: _____ Creator/Beneficiary: _____

Trustee: _____ Trustee: _____

Print Name: _____ Print Name: _____

Exhibit “D”

The following assets of the trust estate of **Sample Trust** are to be distributed as set forth below upon the death or permanent disability or incapacity of the Creator.

[illegible]

The Board of Trustees for **Sample Trust** have agreed by unanimous consent that the assets identified herein above are to be distributed to the Successor Beneficiaries on the date(s) listed.

Affirmed this _____ Day of _____, 20____

By the undersigned Trustees:

Trustee signature

Trustee signature

Trustee's name-print

Trustee's name-print

Exhibit "D-____"

Additional Trustee Agreement

The current Trustees for **Sample Trust**, by their authority under ARTICLE III of this contract, appoint _____ as an additional Trustee of **Sample Trust** with all of the powers, duties, and discretions given to the trustees by this contract and by the common law applicable to this Trust. This Exhibit D-____ is sufficient, alone, to show proof that _____ is the name of one of the several Trustees of this Trust, and the fact that **he/she** has been given powers, duties, and discretions of a Trustee as set forth in this contract. The current and former Trustees of **Sample Trust** Trust are identified in the exhibits of the contract by which this Trust was created.

_____, *Current Authorized Trustee*
Print Name

By: _____
Current Trustee signature

_____ does hereby accept the position of Trustee of **Sample Trust** as appointed according to ARTICLE III of this contract and does assume the powers, duties, and discretions of a Trustee as set forth in the contract and given by the applicable common law as of the date subscribed below.

Trustee signature

Date

Trustee name-print

Exhibit "D-____"

Emergency Trustee Agreement

In the event of death, removal or resignation of an Independent Trustee, _____ is appointed Emergency Trustee of **Sample Trust** with all the powers, duties, and discretions given to the trustees by this contract and by the common law applicable to this Trust. This Exhibit D-____ is sufficient, alone, to show proof that _____ is the name of one of the several Trustees of this Trust, and the fact that **he/she** has been given powers, duties, and discretions of a Trustee as set forth in ARTICLE III of this contract. The Emergency Trustee's powers, duties and discretions shall cease upon the appointment and acceptance of Independent Trustees as constituted in this contract. The current and former Trustees of **Sample Trust** are identified in the exhibits of the contract by which this Trust was created.

_____, *Authorized Beneficiary*
Print Name

By: _____
Beneficiary signature

_____ does hereby accept the position of Emergency Trustee of **Sample Trust** as appointed according to ARTICLE III of this contract and does assume the powers, duties, and discretions of a Trustee as set forth in the contract and given by the applicable commonlaw as of the date subscribed below.

Trustee signature

Date

Trustee name-print

Exhibit "D-____"

Successor Trustee Agreement

_____, the Remaining Authorized Trustee for **Sample Trust** by his/her authority under ARTICLE III of this contract, appoints _____ as a successor Trustee of **Sample Trust** with all of the powers, duties, and discretions given to the trustees by this contract and by the common law applicable to this Trust. This Exhibit D-_____ is sufficient alone to show and be prove that _____ is the name of one of the several Trustees of this Trust, and the fact that **he/she** has been given powers, duties, and discretions of a Trustee as set forth in this contract. The current and former Trustees of **Sample Trust** are identified in the exhibits of the contract by which this Trust was created.

_____, *Remaining Authorized Trustee*
Print Name

By: _____
Remaining Trustee signature

_____ does hereby accept the position of Trustee of **Sample Trust** as appointed according to ARTICLE III of this contract and did assume the powers, duties, and discretions of a Trustee as set forth in the contract and given by the applicable common law.

Trustee signature

Date

Trustee name-print

Exhibit "D-1"

Trustee Agreement

Church name, the Creator of Sample Trust, has by their signature on page 14 of this contract, appointed Senior ministers name as a Trustee of this Trust with all the powers, duties, and discretions given to the trustees by this contract and by the common law applicable to this Trust. This Exhibit D-1 is sufficient alone to show and be proof of the name of one of the two Trustees of this Trust and the fact that the Trustees have been given powers, duties, and discretions set forth above. The other Trustee of Sample Trust is identified in Exhibit D-2 that is on the next page of the contract by which this Trust was created.

By: _____
Creators of trust name,,
Creator

By the signature on page 14 of this contract, Senior ministers name did accept the position of Trustee of Senior ministers name and did assume the powers, duties, and discretions of a Trustee as set forth in the contract and given by the applicable common law.

Senior ministers name, Trustee

Date

Exhibit "D-2"

Trustee Agreement

Church name, the Creator of Sample Trust, has by their signature on page 14 of this contract, appointed Associate Minister's name as a Trustee of this Trust with all the powers, duties, and discretions given to the trustees by this contract and by the common law applicable to this Trust. This Exhibit D-2 is sufficient, alone, to show and be proof of the name of one of the two Trustees of this Trust, and the fact that the Trustees have been given powers, duties, and discretions set forth above. The other Trustee of Sample Trust is identified in Exhibit D-1 that is on the previous page of the contract by which this Trust was created.

By: _____
Creators of trust name, Creator

By the signature on page 14 of this contract, Associate Minister's name did accept the position of Trustee of Sample Trust and did assume the powers, duties, and discretions of a Trustee as set forth in the contract and given by the applicable common law.

Associate Minister's name, Trustee

Date

Sample Trust

Exhibit “E”

TRUSTEE INFORMATION

Name, Address, Phone Number	Appointment Date	Removal/ Resignation Date	Current
Senior ministers name c/o Address Ph. Phone numbers	Today's date		Yes
Associate Ministers name c/o, Address Phone Numbers	Today's date		Yes

Executive Secretary

Date

Name, Address, Phone Number	Appointment Date	Removal/ Resignation Date	Current

Executive Secretary

Date

Exhibit “E”

TRUSTEE INFORMATION

Name, Address, Phone Number	Appointment Date	Removal/ Resignation Date	Current

Executive Secretary

Date

Name, Address, Phone Number	Appointment Date	Removal/ Resignation Date	Current

Executive Secretary

Date

Exhibit “E”

TRUSTEE INFORMATION

Name, Address, Phone Number	Appointment Date	Removal/ Resignation Date	Current

Executive Secretary

Date

Name, Address, Phone Number	Appointment Date	Removal/ Resignation Date	Current

Executive Secretary

Date

Exhibit “F”

PROTECTOR INFORMATION

Name, Address, Phone Number	Appointment Date	Removal/ Resignation Date	Current
Protector c/o Address Phone Numbers	Today's date		Yes

Executive Secretary

Date

Name, Address, Phone Number	Appointment Date	Removal/ Resignation Date	Current

Executive Secretary

Date

Name, Address, Phone Number	Appointment Date	Removal/ Resignation Date	Current

Executive Secretary

Date

Exhibit “F”

PROTECTOR INFORMATION

Name, Address, Phone Number	Appointment Date	Removal/ Resignation Date	Current

Executive Secretary

Date

Name, Address, Phone Number	Appointment Date	Removal/ Resignation Date	Current

Executive Secretary

Date

Name, Address, Phone Number	Appointment Date	Removal/ Resignation Date	Current

Executive Secretary

Date

Exhibit “G”

EMERGENCY TRUSTEE INFORMATION

Name, Address, Phone Number	Appointment Date	Removal/Resignation Date	Current

Executive Secretary

Date

Name, Address, Phone Number	Appointment Date	Removal/Resignation Date	Current

Executive Secretary

Date

Exhibit “G”

EMERGENCY TRUSTEE INFORMATION

Name, Address, Phone Number	Appointment Date	Removal/Resignation Date	Current

Executive Secretary _____

_____ Date

Name, Address, Phone Number	Appointment Date	Removal/Resignation Date	Current

Executive Secretary _____

_____ Date

Exhibit “G”

Name, Address, Phone Number	Appointment Date	Removal/ Resignation Date	Current

Executive Secretary

Date

Name, Address, Phone Number	Appointment Date	Removal/ Resignation Date	Current

Executive Secretary

Date

Sample Trust Here

Minutes

Today's date

The first meeting of the Board of Trustees was held on this **Today's date**, c/o **Address**. Present at the meeting were **Senior ministers name** and **Associate Minister's name**, independent Trustees, along with **Creators of trust name**, of **Church name**, the Creator.

1. **Creators of trust name**, of **Church name** called the meeting to order and announced **the church** had exchanged twenty-one (21) Silver Dollars to fund the trust and had with **her** the contract by which **Sample Trust** had been created. It was pointed out that the contract had been signed by **Senior minister's name** and **Associate Minister's name** and by signing the contract, they had agreed to the powers, duties, and responsibilities of their positions as Trustees of this Trust. Each verbally agreed to this and verified they intended to carry out their function as Trustees pursuant to the terms of contract and pursuant to God's law and the common law of **Your state**, a republic state.

2. The next matter of business to come before the Board was receipt of the assets exchanged to **Sample Trust** by **Church name**. A Schedule of the assets exchanged to **Sample Trust** was then given to **Senior ministers name** setting forth all of the assets now belonging to this Trust, these being the assets for which the Trustees now have the responsibility of care, management, and investment. In exchange for these assets, **Church name** received 100 Units of Beneficial Interest in **Sample Trust**.

3. **Church name** has 100 Units of Beneficial Interest in hand. **Church name** then presented to the Trustees the name of the successor Beneficiaries of **Sample Trust**. Upon the death, dissolution or termination of **Church name**, the successor Beneficiary(s) are:

Beneficiary 1 (100 UBI)

4. The need for a manager to handle the day-to-day business and affairs of this Trust was brought to the attention of the board of trustees and after a great deal of discussion of all that is involved with this work, **Trust Managers name** was elected as the Manager of **Sample Trust** with the duties including, but not limited to, signing the paperwork as Manager for this trust for the buying and selling of assets, investing funds for and on behalf of this Trust, borrowing money and/or loaning money (with the understanding that **Church name** cannot make loans to **itself**), engaging professional assistance when needed, and the conduct of all affairs of **Sample Trust**, subject to the approval of the Board of Trustees.

5. The Manager shall engage competent accounting services and shall maintain and cause to be maintained adequate books and records of the day-to-day affairs and operation of this Trust. A Statement of Operations for each calendar year shall be prepared and presented to the Board of Trustees at a meeting called by the Board at any time near the end of the year, but in no instance, shall the meeting be held more than thirty (30) days before or after the close of each year. This Statement of Operations shall be incorporated into the minutes of this meeting and it then becomes the responsibility of the Trustees.

6. Meetings of the Trustees shall be at such times, dates, and locations as shall be determined by the Board.

7. When any official business of this Trust is brought before the Board of Trustees, at least one-half of the Trustees shall be present (personally or by telephone) and shall participate in the meeting.

8. In the event a Trustee should object to the minutes or any portion thereof for any reason, this Trustee shall nevertheless sign such minutes and after his or her signatures shall write the term “dissenting” with a designation as to which portion of the minutes the dissenting applies for future reference.

9. The Trustees are to prepare and sign, as soon as possible, the Bank Resolution Minutes to designate the bank which will be the depository for the funds of **Sample Trust**, and to specify the names and titles of the person(s) authorized to sign at the bank for and on behalf of this Trust in a certificate of trust.

10. The Trustees then discussed and considered the designation of a bank as a depository for the funds of **Sample Trust** and specified the person(s) authorized to sign at the bank for and on behalf of **Sample Trust**. In that the minutes for this resolution will be delivered to the bank, such minutes will be separate and apart from the remainder of these minutes for clarity and ease of delivery to the Bank. The Manager is authorized to use existing bank accounts until they can be replaced with bank accounts in the name of the **Sample Trust**.

11. In the event of the incapacity, dissolution, withdrawal or death of the Independent Trustee, a successor Trustee will be named at that time.

12. In the event of the incapacity, dissolution, withdrawal, or death of the second Trustee, a successor Trustee will be named at that time.

13. In the event of the incapacity or death of the Protector, a successor Protector will be named at that time.

14. In the event of the incapacity or death of the Manager, **Managers name**, **Successor Manager's name** shall become successor Manager, or if **he/she** is not available, incapacitated or declines the offer to the position of Manager, a successor manager will be chosen at that time.

15. In the event of the incapacity or death of the Executive Secretary **Secretary's name**, **Successor Secretary's name** a successor Executive Secretary will be named at that time.

16. The Trustees agreed, after quite a bit of discussion and having reviewed the need for medical and dental insurance, with the decision to obtain and pay for the medical and dental insurance which is considered best and most reasonable for the Manager and the Executive Secretary.

18. The next matter of business to come before the meeting concerned tax returns which may be filed by this Trust in the future. After some discussion, it was determined that **Managers name**, Manager, is authorized to sign all tax returns for this Trust.

19. The Trustees discussed and unanimously agreed that in the best interest of the Creator's religious doctrine, the Trust should be designated the holder of all *ens legis*, artificial persons, registered organizations, juridical persons and all accounts attached to them including but not limited to bank accounts, security accounts, investment accounts, loan accounts, all accounts in the name of the persons identified by certificates including but not limited to certificates of ownership, shares, membership, title, birth and naturalization.

There being no further business to come before the Board, upon motion duly made and seconded, the meeting was adjourned.

DATED: **Todays date**

Senior ministers name

Trustee

Associate Minister's name

Trustee

SAMPLE TRUST

EXTRACT OF CONTRACT CREATING

Name of Trust: **Sample Trust**

Federal ID Number: _____

Date of Creation: **Today's date**

Name(s) of Creator(s): **Church name**
Creators of trust name,

Names of Trustees: **Senior ministers name**
Associate Minister's name

Name of Manager: **Managers name**

Name of Executive Secretary: **Secretary's name**

Names of Beneficiary(s) **Church name + any other**
beneficiaries

Trustees Powers and Authority

The Trustees have, by this list of examples, powers and authority over the assets of **Sample Trust** as follows:

- a. To sell, lease, convey, exchange, abandon, pledge for security, and exercise all the rights, powers, and privileges that an absolute owner of these assets would have, and that, in their discretion, the Trustees have chosen to receive, subject to the contract by which **Sample Trust** was created.
- b. To open bank accounts, borrow money with or without security, receive dividends, interest, and other income, and to compromise and settle claims; to purchase, sell, or retain stocks, bonds, securities, mutual funds, mortgages, and other investments. All bank accounts, including checking and savings accounts, established in the name of this Trust by the Trustees, or their authorized agents, shall be subject to withdrawal, and all checks, drafts, or other obligations of this Trust shall be honored by said depositories upon the signatures of both Trustees or the signature of the Manager. All banking institutions are specifically advised there is nothing in the contract by which **Sample Trust** was created that requires a banking institution to exercise any discretion other than that required in normal banking procedures.
- c. To apply for and receive life insurance on the life of any person; to accept the ownership and beneficial interest of life insurance, which may be exchanged to the Trustees without responsibility as to the payment of premiums. The insuring companies have no

responsibility as to the payment of premiums, and they further have no responsibility other than to pay the proceeds of the policies to the named beneficiary and are not required to examine the contract creating **Sample Trust** at any time.

- d. To exercise, without notice or hearing, all powers set forth in the Operation & Termination of Trust.
- e. Along with their authorized agent(s), to buy, sell, and trade securities of any nature, on margin or otherwise, including options, commodities, and short sales, and for these purposes, may maintain and operate brokerage account with brokers.
- f. To operate, manage, control, provide surety for, contract for, open and control future, past and current accounts for, hold agency for, engage in commerce with and represent any legal entities, registered organizations, legal persons, artificial persons *ens legis*, vessels, corporations and juridical entities evidenced by certified registration or certified organizational certificate exchanged to the Trust;
- g. To revoke this contract (thereby terminating **Sample Trust**), but only with the full written approval of all the current beneficiaries.

This listing of some of the powers of the Trustees of **Sample Trust** are not to be interpreted either in derogation of any right of the Trustees under the law or as restricting the discretion a prudent person would use in the management of property held for the benefit of others; nor shall this listing of some of the powers of the Trustees limit their general powers in dealing with third persons, for the Trustees are vested with and do have all rights, duties, powers, and privileges that an absolute owner would have in the assets of **Sample Trust**.

DATED: **Todays date**

Senior ministers name, *Trustee*

Associate Ministers name, *Trustee*

By: _____
Creators of trust name, for
Church name, *Creator*

SAMPLE TRUST

MEMORANDUM OF TRUST

This Memorandum of Trust is made and entered into by and among **Church name**, hereinafter referred to as the “Creator”, and **Senior ministers name** and **Associate Ministers name**, hereinafter referred to as the “Trustees”.

This Memorandum is a summary of and is subject to all the terms, covenants, and conditions of the unrecorded contract by and among these same parties wherein the Creator did create a Trust, which for federal income tax purposes is treated as a trust. This Trust is known as **Sample Trust**, with Federal I. D. _____. The contract is dated **Today’s date** and **Senior ministers name** and **Associate Ministers name** have been appointed Trustees.

The contract has the following clauses, which authorize and require, among others, the Trustees to deal with the assets jointly, having the following powers:

1. The Trustees shall authorize one or more of the Trustees or one or more officers of the Trust to sign for **Sample Trust**, all checking and savings accounts and for all safe deposit boxes, wherever located.
2. The Trustees shall not have general powers but shall have the power to carry out the purposes of **Sample Trust**, which have been established by the contract, and the powers necessary to discharge their fiduciary duties and obligations. The Trustees shall have the following powers and discretion, along with those now or hereafter conferred by law, except as otherwise restricted by this contract:
 - a. The power to determine what is principal and what is income;
 - b. The power to deal with title and title insurance matters at all times; the power to hold an undivided interest; the power to determine the allocation of income, expenses, and principal; the power to deal with or obtain patents, copyrights, trademarks, etc.;
 - c. The power to obtain, manage or hold productive and unproductive properties; the power to buy, sell, lease, exchange, convey, assign, subdivide, hypothecate, encumber, invest, loan, borrow, and grant options; the power to pledge to secure loans; the power to make improvements, modifications, and alterations; the power to demolish improvements; the power to abandon assets as worthless; the power to partition and to adjust boundaries;
 - d. The power to execute contracts, agreements, covenants, or credits; the power to grant easements and right of way, impose conditions and restrictions and to release the same; the power to seek zoning and rezoning, variance or nonconforming use permits; the power to establish and maintain reserves for depreciation;

- e. The power to distribute assets in kind and in undivided interests; the power to buy, sell or hypothecate gold, silver, diamonds and other precious or semi-precious stones or metals;
- f. The power to operate, manage, control, provide surety for, contract for, open and control future, past and current accounts for, hold agency for, engage in commerce with and represent any legal entities, registered organizations, legal persons, artificial persons *ens legis*, vessels, corporations and juridical entities evidenced by certified registration or certified organizational certificate exchanged to the Trust;

This listing of some of the powers of the Trustees of **Sample Trust** is not to be interpreted either in derogation of any right of the Trustees under the law or as restricting the discretion a prudent person would use in the management of property held for the benefit of others; nor shall this listing of some of the powers of the Trustees limit their powers in dealing with third persons, for the Trustees are vested with, and do have, all rights, duties, powers, and privileges which an absolute owner would have the assets of **Sample Trust**.

DATED: **Todays date**

Senior ministers name, *Trustee*

Associate Ministers name, *Trustee*

By: _____
Creators of trust name, for
Church name, *Creator*

SAMPLE TRUST

Banking Authority

Sample Trust, with Federal Identification Number _____, whose business address is **Address**, needs to have a bank account for the conduct of its business. At the first meeting of the Board of Trustees of **Sample Trust**, held on this **today's date** the following resolution was unanimously adopted and is a portion of the records of this Trust.

IT IS HEREBY RESOLVED by the Board of Trustees of **Sample Trust** that: _____ Branch, is designated by these Minutes as the depository for the following accounts of **Sample Trust**:

The general accounts of **Sample Trust**, non-interest checking account.

The Manager named below is hereby authorized by **her** signature to endorse checks, bank wires, drafts and other such obligations that are drawn or issued to, and owned by, this Trust for the purpose of making deposits into the account in question and for the collection of notes. In addition, the endorsement for collection and deposit may be a stamped or written endorsement of **Sample Trust** without designation as to the party making the endorsement.

The Bank is hereby authorized to pay funds from time to time out of the non-interest checking account in the form of checks or withdrawal forms that are signed in the name of this account on behalf of the Board of Trustees of **Sample Trust** by **Manager's name** Manager.

The Trustees are authorized to borrow money from this Bank from time to time for and on behalf of **Sample Trust**, but only when the application for such loan is approved by a current resolution adopted by a majority of the Board of Trustees. The loan is to be for such length of time, at such rate of interest, and upon the terms and conditions as the Trustees may deem acceptable. The Trustees may then evidence such indebtedness by executing, in the name of and on behalf of **Sample Trust**, a promissory note and/or other obligations of this Trust, signed in the name of **Sample Trust** by the Manager and/or Secretary as the authorized person(s) set-forth above. The Trustees are authorized to pledge, as security for the payment of said notes and/or other obligations, any property or security then belonging to this Trust, which notes and/or other obligations shall be in such form and shall contain such terms, provisions, and conditions as are deemed proper by the Board of Trustees.

The Manager is further authorized to open an account, be a signor on the account and deposit to this Bank notes and other obligations issued to or owned by **Sample Trust**, and to endorse the same, subject to ratification by the then majority of the Trustees.

The Trustees and/or the Manager may rent safe deposit boxes in the name of **Sample Trust**. The

signature of the Manager authorized as set forth above is:

Manager's name, Manager

IN WITNESS WHEREOF, as members of the Board of Trustees of **Sample Trust**, we have signed our names hereto and we do hereby certify that the foregoing is a true and correct copy of Minutes passed by the Board of Trustees.

DATED: **Today's date**

Senior ministers name, Trustee

Associate Ministers name, Trustee

On this _____ day of _____, _____ before me, the undersigned, a notary public, personally appeared **Senior ministers name** the natural **woman** who is known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that **she** executed the same in **her** authorized capacity and that by **her** signature on the instrument, the persons or the Trust on behalf of which the persons acted, executed the instrument.

NOTARY PUBLIC

(SEAL)

Sample Trust
Banking Authority

SAMPLE TRUST

Manager Agreement

Today's date

Managers name, now living at the location c/o **Address**, is appointed authorized Manager for **Sample Trust**. The Manager can manage, take options or grant options on productive or unproductive property. The Manager can lease or rent property, make improvements or alterations, subdivide, seek zoning, rezoning or variance. The Manager can hold any property for sale or resale for the Trust. The Manager can open and be the signatory for both checking and savings accounts and hold safe deposit boxes for the Trust.

The Manager can employ by contract consultants, caretakers, employees, property managers and other agents, and carry insurance of all kinds on property owned by the Trust. It is the unanimous decision of the Board of Trustees for the Manager to perform this work.

This Agreement supersedes any prior agreement and is entered into on this **today's date**, by and between the Trustees of **Sample Trust** and **Managers name**, Manager.

Senior ministers name
Independent Trustee

Associate Ministers name
Independent Trustee

Managers name
Manager

Sample Trust

SAMPLE TRUST

MANAGER AGREEMENT

Date: _____, _____, _____

_____, now living at the location c/o _____,
_____, County of _____, is appointed
authorized Manager for **Sample Trust**. The Manager can manage, take options or grant options on
productive or unproductive property. The Manager can lease or rent property, make improvements or
alterations, subdivide, seek zoning, rezoning or variance. The Manager can hold any property for sale or
resale for the Trust. The Manager can open and be the signatory for both checking and savings accounts
and hold safe deposit boxes for the Trust.

The Manager can employ by contract consultants, caretakers, employees, property managers and other
agents, and carry insurance of all kinds on property owned by the Trust. It is the unanimous decision of the
Board of Trustees for the Manager to perform this work.

This Agreement supersedes any prior agreement and is entered into on this _____ Day of
_____, _____, by and between the Trustees of **Sample Trust** and
_____, Manager.

Independent Trustee

Independent Trustee

Manager

SAMPLE TRUST

Protector Agreement

Today's date

Sample Trust has been created by Church name. The Creator has the power and authority to nominate and appoint someone to act as Protector of this Trust. At this first meeting of the Trustees of Sample Trust, it has been discussed and, subject to written acceptance, it is the decision of the Creator and the Trustees that Protector be appointed Protector of this Trust.

This appointment by the Creator is revocable; the Creator has the authority to appoint successor protectors; again, all appointments being revocable. An appointment of a successor shall be effective at the time of the removal or withdrawal of the previous Protector. The Creator will advise the Trustees, in writing, of each appointment of a successor Protector.

Under no circumstance may the Protector or any successor be a Trustee of Sample Trust.

The Protector has only the power TO REMOVE TRUSTEES. As a reminder to all parties, in the event an Independent Trustee is removed or withdraws from office, the successor to be appointed must also be an Independent Trustee. THE CREATOR GIVES NO OTHER POWERS TO THE PROTECTOR. THE TRUSTEES SHALL RECOGNIZE NO OTHER POWERS.

The Undersigned agrees to accept appointment as Protector of Sample Trust and to perform the duties set forth above.

Protector

Protector

By: _____
Creators of trust name, Creator

SAMPLE TRUST

Protector Agreement

Date: _____, _____, _____

Sample Trust has been created by **Church name**. Under the contract for the creation of **Sample Trust**, the Creator has the power and authority to nominate and appoint someone to act as Protector of this Trust. At a meeting of the Trustees of **Sample Trust**, it has been discussed and subject to written acceptance, it is the decision of the Creator and the Trustees that ___ be appointed successor Protector of this Trust.

This appointment by the Creator is revocable; the Creator has the authority to appoint successor protectors; again, all appointments being revocable. An appointment of a successor shall be effective at the time of the removal or withdrawal of the previous Protector. The Creator will advise the Trustees, in writing, of each appointment of a successor Protector.

Under no circumstance may the Protector or any successor be a Trustee of **Sample Trust**.

The Protector has only the power TO REMOVE TRUSTEES. As a reminder to all parties, in the event an Independent Trustee is removed or withdraws from office, the successor to be appointed must also be an Independent Trustee. THE CREATOR GIVES NO OTHER POWERS TO THE PROTECTOR. THE TRUSTEES SHALL RECOGNIZE NO OTHER POWERS.

The Undersigned agrees to accept appointment as Protector of **Sample Trust** and to perform the duties set forth above.

Protector Signature _____

Protector Print Name _____

By: _____
Church name, *Creator*

SAMPLE TRUST

Protector Agreement

Date: _____, _____, _____

Sample Trust has been created by **Church name**. Under the contract for the creation of **Sample Trust**, the Creator has given power and authority to the successor Beneficiary(s) to nominate and appoint someone to act as Protector of this Trust. At a meeting of the Trustees of **Sample Trust**, it has been discussed and subject to written acceptance, that it is the decision of the successor Beneficiary(s) and the Trustees that

_____ be appointed successor Protector of this Trust.

This appointment by the successor Beneficiary(s) is revocable; the successor Beneficiary(s) has the authority to appoint successor protectors; one successor Beneficiary shall sign this appointment for all successor Beneficiary(s) upon unanimous agreement of all the remaining successor Beneficiary(s); again, all appointments being revocable. An appointment of a successor shall be effective at the time of the removal or withdrawal of the previous Protector. The successor Beneficiary(s) will advise the Trustees, in writing, of each appointment of a successor Protector.

Under no circumstance may the Protector or any successor be a Trustee of **Sample Trust**.

The Protector has only the power TO REMOVE TRUSTEES. As a reminder to all parties, in the event an Independent Trustee is removed or withdraws from office, the successor to be appointed must also be an Independent Trustee. THE CREATOR GIVES NO OTHER POWERS TO THE PROTECTOR. THE TRUSTEES SHALL RECOGNIZE NO OTHER POWERS.

The Undersigned agrees to accept appointment as Protector of **Sample Trust** and to perform the duties set forth above.

Protector Signature _____

Protector Print Name _____

Trustee

Beneficiary

SAMPLE TRUST

Employee Agreement

This Employee Agreement (this "Agreement") is made effective as of _____, _____, 20____ by and between **Sample Trust** (the "Employer"), c/o **Address, Your state** and _____, (the "Employee") of _____, _____. In this Agreement, the party who is agreeing to receive the services shall be referred to as "Employer", and the party who will be providing the services shall be referred to as "Employee."

1. DESCRIPTION OF SERVICES. Beginning on, _____, 20____the Employee will provide the following employment services (collectively, the "Services"):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

2. PAYMENT FOR SERVICES. The Employer will pay compensation to the Employee for the Services at a rate of \$_____ per hour.

No other fees and/or expenses will be paid to the Employee, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Employer in writing. The Employer shall be responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

3. TERM/TERMINATION. This Agreement may be terminated by either party upon three (3) days' written notice to the other party.

A regular, ongoing relationship of indefinite term is not contemplated. The Employer has no right to assign services to the Employee other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Employee shall perform other services for the Employer, pursuant to the terms of this Agreement.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Employee is an employee of the Employer. The Employer may provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Employee upon its own discretion.

It is contemplated that the relationship between the Employee and the Employer shall be an exclusive one. The Employee may not perform the same services for other organizations and/or individuals. The Employer retains the right to further inquire into the Employee's other activities.

5. EMPLOYEE'S CONTROL. The Employer has the right and power to control or otherwise interfere with the Employee's mode of effecting performance under this Agreement. The Employer's main concern is the result of the Employee's work, as well as the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Employee shall perform the Services without direct supervision by the Employer.

6. PROFESSIONAL CAPACITY. The Employee is a professional who uses his or her professional and business skills to perform services. The Employee may receive training from the Employer regarding how to perform certain Services.

7. PERSONAL SERVICES REQUIRED. The Employee is required to render the Services personally and may not employ others to perform the Services on behalf of the Employer without the Employer's knowledge or consent.

8. LOCATION ON PREMISES. The Employee may or may not have a desk or other equipment either located at Employer's office or furnished by the Employer at another location. The Employee's services are integrated into the mainstream of the Employer's business.

9. WORK HOURS. The Employee has set hours of work on a weekly basis. The Employee is required to work full time or otherwise account for work hours.

10. EXPENSES PAID BY EMPLOYER. The Employee's business and travel expenses are to be paid by the Employer or otherwise compensated by the Employer.

11. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email address, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of the Employer are the property of the Employer.

12. CONFIDENTIALITY. Employee may have access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Employer. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Employer, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Employer, and any and all trade secrets, processes, customer lists, or pricing information of the Employer. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Employee will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Employee, or divulge, disclose, or communicate in any manner any Confidential Information. The Employee will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Employee will return to the Employer all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Employee during the term of this Agreement.

13. INDEMNIFICATION. The Employee agrees to indemnify and hold harmless the Employer from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Employer that result from the acts or omissions of the Employee.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

17. WAIVER OF BREACH. The waiver by the Employer of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.

18. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. APPLICABLE LAW. This Agreement shall be governed by the common law of **Your state**, a republic state.

20. SIGNATORIES. This Agreement shall be signed by _____, Trustee on behalf of

Sample Trust, Employer and by _____, Employee. This

Agreement is effective as of the date first above written.

Trustee, "Employer"

Date

Trustee name - print

"Employee"

Date

Employee name - print

fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The Recipient has no right to further inquire into the Contractor's other activities.

5. RECIPIENT'S CONTROL. The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services with direct supervision by the Recipient.

6. PROFESSIONAL CAPACITY. The Contractor is a professional who uses his or her own professional and business methods to perform services. The Contractor may receive training from the Recipient regarding how to perform certain Services.

7. PERSONAL SERVICES REQUIRED. The Contractor is required to render the Services personally and may not employ others to perform the Services on behalf of the Recipient without the Recipient's knowledge or consent.

8. LOCATION ON PREMISES. The Contractor may or may not have a desk or other equipment either located at or furnished by the Recipient. The Contractor's services are integrated into the mainstream of the Recipient's business.

9. WORK HOURS. The Contractor agrees to a set number of hours agreed upon on a weekly basis. The Contractor is required to work full time or otherwise account for agreed upon work hours.

10. EXPENSES PAID BY CONTRACTOR. The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient.

11. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email address, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of the Recipient are the property of the Recipient.

12. CONFIDENTIALITY. Contractor may have access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, processes, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

13. INDEMNIFICATION. The Contractor agrees to indemnify and hold harmless the Recipient from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Recipient that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.

14. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

15. TAX LIABILITY. Contractor is responsible for all income tax and all other applicable tax liability. Recipient is not required to deduct taxes from Contractor.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

17. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

18. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. APPLICABLE LAW. This Agreement shall be governed by the common law of **Your state**, a republic state.

20. SIGNATORIES. This Agreement shall be signed by _____, Trustee on behalf of

Sample Trust and by _____, Contractor. This Agreement

is effective as of the date first above written.

Trustee, "Client"

Date

Trustee name - print

"Contractor"

Date

Contractor name - print

SAMPLE TRUST

Accounting Ledger

[illegible]

SAMPLE TRUST

Definitions

These definitions are specific to **Sample Trust**. These definitions are the meaning of the words found in the Contract for the Creation of **Sample Trust** created the **today's date**, and all its records, exhibits and attachments. These words shall have no other meaning in the Contract for the Creation of **Sample Trust**, its records, exhibits and attachments as they do here. All other words in the Contract for the Creation of **Sample Trust**, its records, exhibits and attachments have their ordinary standard English definitions.

1. **Adverse Trustee** – A Trustee that is related to the Creator or Beneficiaries by blood, marriage or employment. Also, a Trustee that has any number of units of beneficial interest in some or all of the Trust assets.
2. **Artificial Person** – A registered organization, corporation, LLC, partnership, Trust or any other organized body, either public or private, that has been organized for a certain purpose that can also transact business, sue and be sued and function in society *ens legis* as a juridical entity.
3. **Beneficiary** – One who retains a certificate of beneficial interest in **Sample Trust**.
4. **Board of Trustees** – All of the Trustees for **Sample Trust**.
5. **Cause** – Any action or attempted action by a Trustee of **Sample Trust** that is not in the best interest of the Beneficiaries.
6. **Certificate of Beneficial Interest (UBI)** – A certificate issued by **Sample Trust** representing the number of units of beneficial interest a Beneficiary holds in **Sample Trust**.
7. **Corpus** – All of the property, both personal and real, of **Sample Trust**.
8. **Creator** – The living people that have created **Sample Trust** who are also the Beneficiaries thereof.
9. **Emergency Meeting** – A meeting of the Trustees of **Sample Trust** that is not a regularly scheduled reoccurring meeting of the Board of Trustees.
10. **Emergency Trustees** – Temporary Trustees of **Sample Trust** that take the position of Trustee only in an emergency where there are no more Trustees to administrate **Sample Trust** due to termination, death or resignation. A Trustee who holds a temporary position.
11. **Employee** – Any man or woman hired by **Sample Trust** to perform a specific service for reasonable and agreed upon compensation.

12. **Ens legis** – An entity created by operation of law. An artificial entity without life.
13. **Heirs** – Descendants of a Beneficiary of **Sample Trust**.
14. **Independent Contractor** – An independent natural or artificial person under contract with **Sample Trust** to perform services.
15. **Independent Trustee** – A Trustee of **Sample Trust** that is not related by blood, marriage or employment and holds no beneficial interest in any of the Trust assets.
16. **Juridical Person** – A legal person artificially created by a group of persons to have a legal personality which can sue and be sued.
17. **Manager** – A natural person appointed to manage the day to day business of **Sample Trust** that does not have authority to make decisions involving the Trust assets or to administrate them.
18. **Passing Beneficiary** – A Beneficiary of **Sample Trust** that has experienced death.
19. **Protector** – A natural person appointed by the Creator and Beneficiaries of **Sample Trust** with the sole duty and authority to remove a Trustee for cause.
20. **Registered organization** – An organization organized solely under the law of a single State or the United States by the filing of a public organic record with, the issuance of a public organic record by, or the enactment of legislation by the State or the United States.
21. **Regular Meeting** – Trustee meetings by the Trustees of **Sample Trust** that are scheduled and reoccurring.
22. **Secretary** – A natural person appointed to carry out the duties listed in the Contract for the Creation of **Sample Trust** and for other such duties as the Trustees may deem fit fromtime to time.
23. **Special Meeting** – Any meeting of the Trustees for **Sample Trust** not regularly scheduled and reoccurring.
24. **Successor Beneficiary** – A beneficiary listed in the records of **Sample Trust** that becomes beneficiary only upon the death of the current beneficiary of **Sample Trust**.
25. **Successor Manager** – A Manager of **Sample Trust** that becomes Manager after the current Manager dies, becomes incapacitated, resigns or is terminated.
26. **Successor Protector** – A Protector of **Sample Trust** that becomes Protector after the current Protector dies, becomes incapacitated, resigns or is terminated.

- 27. Successor Trustee** – A Trustee of **Sample Trust** that becomes Trustee after the current trustee dies, becomes incapacitated, resigns or is terminated.
- 28. This Contract** – The Contract for the Creation of **Sample Trust** specifically.
- 29. This Trust** – **Sample Trust** which was created by **Church name**, **Senior ministers name** and **Associate Minister's name** according to the contract created on the **today's date** including all its property, beneficiaries, protectors, managers, secretaries and other employees.
- 30. Trust Assets** – All personal and real property exchanged and belonging to **Sample Trust**.
- 31. Trust Estate** – All the property held in the name of **Sample Trust**.
- 32. Trustee Trust** – A Trust that is or may become a Trustee of **Sample Trust**.