

Name of Trust TRUST - Agreement and Declaration of Trust

Creator: Your full name
c/o your mailing location
City, State

This Declaration of Trust is made this ____ day of February, 2023, by Your full name, for the purpose of creating an Ministry Foundation, as an unincorporated business organization in pure trust form, irrevocable in form, being formed and established for the purpose of placing property, and for purposes hereinafter set out, specifically to receive and dispense property rights acquired by contract in terms, provisions, and declarations set out in the agreements of this organization. Your full name, Executive Trustee and Second Trustee full name, Trustee is hereby appointed as Trustees who appoint others to assist and/or succeed.

1. The trustee(s) do hereby accept the obligation to perform the duties of trustee as hereinafter set forth, and do hereby declare that all property held by the trustee(s), that all such property is held by them in the adopted name as joint tenants with rights of survivorship and not as tenants in common, and is managed, administered, received, collected, disposed of, and distributed for the benefit of owners of rights to distribution interests in this organization in the manner herein provided by contract, subject to the terms and conditions set forth in this instrument, all amendments, and agreements with any transferor.

2. Trustee(s) are collectively designated by an adopted or assumed name, in which name the trustee(s) make and execute contracts and other types of instruments, conduct business, acquire and convey real property and personal property, and sue and be sued. The adopted name by which the trustee(s) are designated is **TRUST NAME Trust**.

3. Trustee(s) are appointed or elected by a majority of the trustee(s), and the trustee(s) serve until such time as they resign, are removed, or are unable to serve owing incapacity or death. The Board of Trustees appoints or elects trustee(s) and designates which trustee(s) are replaced, by name, class, or other description, and upon what date or contingent event those trustee(s) succeed to the position of trustee. Trustee(s) elect such officers as are determined necessary, advisable, or convenient.

4. It is hereby expressly declared that there is created an unincorporated business organization, in pure trust form, which is irrevocable, and not a partnership or joint stock company or association.

5. This organization engages in all lawful activities of whatever nature, including, but not limited, generally, to transactions in investment securities, stocks, bonds, shares, mortgages, and notes, private and public, of any and all types, nature, or description, fulfilling the specific purpose in first paragraph.

6. A trustee resigns or is removed from office by a resolution of the Board of Trustees unanimously concurred in, whenever, in their judgment, said trustee is guilty of fraud, malfeasance in office, physical or mental incapacity, or for other good and sufficient cause. In death, removal from office, or resignation, the remaining trustee(s) appoint or elect a trustee by a majority concurrence.

7. By a regular act of the trustee(s), they provide for meetings at stated intervals without notice; and special meetings are called at any time by one (1) or more trustees upon ten (10) days written notice or signed waiver. At any regular or special meeting, a majority of the trustee(s) constitute a quorum for conducting organization affairs, PROVIDED affirmative action is only upon a majority vote of the trustee(s), whether present or absent, except that at a special meeting called for

a special purpose, the majority present affirmatively act in emergency matters. A waiver of notice of meeting grants consent to the meeting.

8. Trustee(s)' Powers are construed as general common law Powers of a sovereign Freeholder on the Land of Your State and over the United States of America, that of the Constitution of 1787, doing anything any Citizen does in any State or Country as a right, excluding suffrage.

9. The trustee(s) serve without fidelity bonds.

10. The trustee(s) regard this instrument as a sufficient guideline and conduct the affairs of the organization, supplemented by resolutions of the Board of Trustees, covering contingencies, which are recorded in the minutes of Board meetings, and are regarded as part of the by-laws, rules, or regulations adopted by the Board, that are expedient and consistent with the orderly conduct of organization affairs, in order to protect the best interests of the organization or to accommodate the efficient and convenient management of the affairs of the organization.

11. Any trustee holds one (1), two (2), or more offices simultaneously; the duties being such as are usual or are prescribed. The trustees employ agents, executives, or other functionaries, or designate third persons as attorney-in-fact to handle, deal with, or hold funds for the organization and for such purposes necessary, expedient, or convenient.

12. The trustee(s) fix and pay compensation of all officers, functionaries, or agents, and pay themselves such reasonable compensation for their services that are determined by the Board of Trustees.

13. The trustee(s), in the capacity of trustees and not individually, assume only such liability as attach to said property or assets of the organization. No trustee is personally liable for any debt or claim against this organization. No debt or claim in any manner jeopardizes his individual or personal holding; and for any losses he suffers for any reason through services, he is reimbursed from the property of the organization to the same extent that non-interested persons are reimbursed.

14. Any distribution from this organization is evidenced by specific designation by the transferor of any property to this organization and by action of the Board of Trustees. Such action may be approval of emergency distribution by any designated officer.

15. This organization terminates twenty-five (25) years from date. The trustee(s) unanimously determine an earlier date or determine another like or shorter period. A resolution of said determination is entered into the minutes.

16. This instrument conveys property to trustee(s); constitutes an unincorporated business organization in pure trust form for the benefit of holders of rights designated by any transferor under contract; provides for a sane and economical administration by individuals acting in a fiduciary capacity; begins at once; and ensures that the trustee(s) act solely within their common law rights and immunities. The trustee(s), in a representative capacity and in the adopted name, own lawful, legal and equitable title to all property of this organization, both tangible and intangible, until they perform the duties of distribution.

17. Nothing herein contained is construed as intent to evade or to contravene any law, nor to delegate to trustee(s) any special power belonging to franchise of incorporation.

18. In the interpretation of this Declaration of Trust, the feminine and neuter pronouns are substituted for those of the masculine form and the singular is substituted for the plural number in any place or places herein in which the context requires substitution.

Dated this _____ day of February, 2023

Your Full Name as Creator	Your Full Name, Exec. Trustee
c/o 15-2660 Location Road #170	c/o 15-2660 Location Road #170
City, State [96778]	City, State [96778]

Second Trustee Name, Trustee
91-1187 Location Street
City, State [96706]

STATE OF HAWAII,
COUNTY _____ OF
_____) sa

On the latter
date written below,
before me, the
~~undersigned, a Notary~~
Public in and for the
above named State,
personally appeared
Your full name and
Second Trustee full
name, known to me or
has shown sufficient
evidence to be the
parties who executed
the within and
foregoing Agreement
and Declaration of
Trust, dated the _____

OHANA TRUST—By-Laws

ARTICLE I. OFFICE

The principal office of TRUST NAME TRUST is:
c/o Trust Mailing Location
City, State [96778]

ARTICLE II. TRUSTEE MEETINGS

Section 1. Annual Meetings

- (a) The annual meeting of the trustees of the organization, commencing with the year 2023, are held at the principal office of the organization or at such other place as is designated by the Board of Trustee(s) and as is designated in a notice of such meeting. The meeting is held on the last Monday in December of each year, or as specifically noticed.
- (b) Written notice of any change is given to each trustee at least ten (10) days before any election is held or any organization affairs transacted, except by written waiver.

Section 2. Special Meetings

Special meetings of the Board of Trustees are called by any trustee, the President, or the Secretary, at any time. It is the duty of the Secretary to send out

notices of such meeting and time, not less than ten (10) days, nor more than thirty (30) days after the receipt of the request, as is fixed by the President.

Section 3. Notice and Purpose of Meetings; Waivers

Each trustee is given in person, by mail, or by prepaid telegram written or printed or oral notice of the purpose or purposes and the time and place of every meeting of trustee(s). A trustee waives the notice of meeting by attendance, either in person or by proxy, at the meeting, or by so stating in writing, either before or after such meeting. Except where otherwise required by law, notice is not given of any adjourned meeting of the trustee(s).

Section 4. Quorum

Except as otherwise provided by law, a quorum at all meetings of the Board of Trustee(s) consists of a majority of the Trustee(s) entitled to vote there at, present in person or by proxy.

Section 5. Presiding Officer; Order of Business

- (a) Meetings of the trustee(s) is presided over by the Chairman of the Board, or, if he is not present, by the President. The Secretary of the organization acts as secretary of every meeting. A temporary chairman and secretary is chosen to make a record later approved or modified at such meeting where those officers are present.
- (b) The Annual Meeting order of business is as follows:

1. Call of meeting to order.
2. Proof of notice of meeting.
3. Reading of minutes of last annual meeting.
4. Reports of officers.
5. Reports of committees.
6. Election of Officers.
7. Miscellaneous business.

Section 6. Voting

- (a) At every meeting of the Trustee(s), each trustee of the organization has, as to each matter submitted to a vote, one vote in person or by proxy, appointed in writing and valid only for that certain meeting.
- (b) A majority vote of the trustee(s) at the meeting, a quorum being present, is the act of the meeting.

ARTICLE III. TRUSTEES

Section 1. Number, Qualification, Term, and Vacancy

- (a) The property, affairs, and business of the organization are managed by a Board of Trustee(s) of one (1) or more persons or individuals, actual or artificial. Except as hereinafter provided, trustee(s) are selected as necessary or convenient to fill vacancies as they occur. Each trustee serves for an indeterminate period, until he resigns, be removed, or become incapacitated, or until his successor is selected and qualified.
- (b) The number of trustee(s) are increased or decreased by resolution of the Board of Trustees or by appointment.

Section 2. Meetings of Trustees; Manner of Functioning

Regular meetings of the Board of Trustees are held at the principal office of the organization, or at any other place designated by the Board of Trustees, at such

time as the Board fixes. They hold special meetings at any time for the transaction of organization affairs upon the request of any trustee. Notice of a meeting of the Board of Trustees is waived by a written waiver of notice signed by the trustee(s), prior or subsequent to the meeting. The decision or action of a majority of trustees present and voting at a meeting upon proper notice or waiver of notice, at which a quorum is present, is conclusive and binding as to the act or decision of the Board of Trustees as a whole.

Section 3. Indemnification

- (a) The organization indemnifies each of its trustees and officers, whether or not then in office, and each trustee's executor, administrator, and heirs against all reasonable expenses actually and necessarily incurred by him in connection with the defense of any litigation he is a party to because he is, or was, a trustee as to the act or decision of the Board of Trustees as a whole.
- (b) The foregoing right of indemnification is in addition, and not exclusive of all other rights such trustee or officer is entitled.

Section 4. Compensation

- (a) Trustee(s) and member(s) of any committee of the Board of Trustee(s) are entitle to such reasonable compensation for services as trustee(s) and member(s) of any such committee, as is fixed from time to time by resolution of the Board of Trustee(s), and is reimbursed for any reasonable expenses incurred in attending such meeting.
- (b) The Board of Trustees fix the compensation of any officer(s), agent(s), and functionary elected, appointed, or engaged. The Board delegates the President over the compensation execution.

Section 5. Reserves

The Board of Trustee(s) fix a sum that is set aside or reserved over and above the initial principal of the organization for working capital or as a reserve for any proper purpose and is increased, diminished, or varied in the Board's absolute judgment and discretion.

Section 6. Action by Trustee(s) Without Meeting

The trustee(s) act at any time without the holding of a formal meeting. Such action is consented to in writing by the trustee(s) prior to, on, or after the date of the action. Trustee(s) confer and act by telephone, telex, telegraph, or other electronic communications with the same force and effect as is given a meeting at which the trustee(s) are physically present.

Section 7. Reimbursement and Indemnification of Trustee(s)

Each trustee is indemnified by and reimbursed from the organization assets for any personal liability, loss, or damage incurred or suffered by him. This includes liability, loss, or damage resulting from torts in the administration of the organization assets or in conducting business or performing the act authorized or permitted by the Agreement and Declaration of Trust or the amendments thereto, except such as arise from his willful breach of trust. But such indemnity or reimbursement is limited to the organization assets, and no transferor is personally or individually liable therefore to any extent.

Section 8. Removal of Trustee(s)

Any trustee is removed during his term at any regular meeting of the Board of Trustees or at any meeting especially called by trustee for that purpose, by the

unanimous concurrence of all the trustee(s). This action except only the trustee who is removed, for fraud, gross misconduct, breach of trust, or incapacity, physical or mental. Written notification of any special meeting called for the purpose of considering the removal of any trustee is given or mailed to each trustee at least five (5) days prior to such meeting. No waiver of notice of meeting is recognized. Any resignation of a trustee is acted upon within fifteen (15) days after receipt of resignation, or such resignation is automatically deemed accepted.

ARTICLE IV. OFFICERS

Section 1. Number

The officers of the organization are a Chairman of the Board, a President, one or more Vice-Presidents, a Secretary, and a Treasurer. In addition, there are such subordinate officers as the Board of Trustees deem necessary. Any individual holds one, two or more offices.

Section 2. Removal

Any officer is removed from office, with or without cause, at any time by the affirmative vote of a majority of the Board of Trustees.

Section 3. Vacancies

A vacancy in any office for cause is filled for the remaining portion of the term by the Board of Trustees.

Section 4. Duties

- (a) The Chairman of the Board presides at all meetings of the Board of Trustees, except those in which, by law, the signature of the President is required.
- (b) The President, in the absence of the Chairman of the Board, has general supervision of the affairs of the organization; signs or countersigns all contracts or other instruments of the organization, as authorized by the Board of Trustees; makes reports to the Board of Trustees; and performs such other duties as are incident to his office or are properly required of him by the Board of Trustees.
- (c) The Secretary performs such duties as are incident to his office, are properly required of him by the Board of Trustees, or are assigned to him by the Agreement and Declaration of Trust or these by-laws.
- (d) Other subordinate officers appointed by the Board of Trustees exercise such powers and perform such duties as are delegated to them by the resolutions appointing them or by subsequent resolutions adopted.

Section 5. Salaries

The salaries of all officers of the organization are fixed by the Board of Trustees. No officer is ineligible to receive any such salary because he is also a trustee of the organization and is receiving compensation therefore.

ARTICLE V. ORGANIZATION ACTIONS

Section 1. Deposits

The Board of Trustees selects banks, trust companies, or other depositories in which those funds of the organization not otherwise employed are deposited.

Section 2. Voting Securities Held by the Organization

Unless otherwise ordered by the Board of Trustees, the President has full power and authority acting and voting at any meeting of security holders or other corporations or companies, statutory or created at common law, in which the organization holds securities.

ARTICLE VI. ORGANIZATIONAL SEAL

The organizational seal of the organization is circular in form, bears the name of the organization, and is inscribed with the words, "Organizational Seal".

ARTICLE VII. AMENDMENT OF BY-LAWS

The Board of Trustees amend, alter, or repeal these by-laws and adopt any by-laws by an affirmative vote of a majority of the whole Board, provided that notice of the proposal making, altering, amending, or repealing by-laws are included in the notice of the Board meeting at which such action takes place.

ARTICLE VIII. LIABILITY OF TRANSFEROR(S) AND TRUSTEE(S)
DISCLOSURE

In every written order, contract, instrument, or obligation given or executed by trustee(s) or under their authority, it is the duty of the trustee(s) to insert or cause to be inserted a stipulation to the effect that the Trustee or Officer is not liable for any debt, demand, or liability incurred by or under the authority of the Trustee; and reference is made to this Declaration and Agreement of Trust. The letterheads and other stationery used in transactions or correspondence with outsiders contain a brief notice to the same effect: **No trustee, officer, functionary, or agent of TheTRUST NAME TRUST is personally liable for or on account of any contract, debt, tort, claim, damage, judgment, or decree arising out of preservation of the organization assets or any organization affair.** A stipulation or notice to this effect is inserted in any contract, order, or other instrument made by trustee(s), their officer(s), functionary(s), or agent(s). The omission thereof is not construed as a waiver of the foregoing provision, and does not render transferor(s), trustee(s), officer(s), functionary(s), or agent(s) personally liable.

In the interpretation of these by-laws, the feminine and neuter pronouns are substituted for those of the masculine form and the plural is substituted for the singular number in any place or places herein in which the context requires substitution.

As part of this organizational meeting notice is hereby waived, and the foregoing by-laws are adopted by a unanimous vote on this _____ day of February, 2023.

Your full name, Executive Trustee

Second Trustee full name, Trustee