

Schedule A: Trustee Minutes 05-1974

Trustee Minutes or Amendments
IHAMKO
(An Irrevocable Express Trust Organization)

Time: 12:42 PM

Trust Indenture No. 20230206000030900-A

Date: SUNDAY, MARCH 5th, 2023

Persons Present: Sole Trustee(s) & Trustee(s) and/or authorized persons

Business Conducted: Appointment of Trustee(s) and/or authorized persons

At this meeting, the Sole Trustee of the **IHAMKO EXPRESS TRUST**, held in Chelsea, Alabama on this day, with the hired Trustee(s) and/or authorized persons, hereby accept the following Contract listed as Schedule A: Trustee Minutes 05-1974 being present, by unanimous accord, the following was affirmed, declared and accepted, to do business as IHAMKO EXPRESS TRUST ENTERPRISE vis:

PLENIPOTENTIARY AGENT CONTRACT
PASSIVE TRUSTEE AGREEMENT

THIS CONTRACT ("Agreement") is made on this 5th day of March 2023 by and between the Board of Trustees of IHAMKO, an Irrevocable Express Trust Organization, hereinafter referred to as the "BOARD," "TRUST," or "IHAMKO" and David-Invictus: Wheeler in care of 60 Chelsea Corner PMB 2043, Chelsea Alabama, near 35043, hereinafter Plenipotentiary "Agent or Authorized Representative," and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the TRUST has certain duties, responsibilities, and obligations which the TRUST desires to delegate to another, specifically to the Agent for a fifty (50) year limited period, and on the terms and conditions, and for the consideration hereinafter set forth; AND WHEREAS, the Agent is qualified to provide such management services and desires to provide such services to the TRUST on such terms and conditions and for such consideration.

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, and the Parties hereto, intending to be lawfully and legally bound, agree as follows:

STATEMENT OF AGREEMENT

ARTICLE I
AFFILIATION AND DUTIES

1.1. Affiliation; Effective Date.

The BOARD agrees to engage the services of the Agent or Authorized Representative, having Plenipotentiary power, and agrees to provide services to the TRUST, commencing as of the date of this agreement subject to the terms and conditions of this agreement.

1.2. Position.

The TRUST shall engage the services of David Invictus Wheeler (David Invictus I.) & Trustee Chaieyfah Yasharahla to act in the capacities of Agent(s) or Authorized Representative(s), otherwise known as a [Passive Trustee] having Plenipotentiary power, exercising the responsibilities, duties, and authority enumerated under the Articles of Indenture (Trust Indenture No. 20230206000030900-A) of the TRUST as well as those customarily pertaining to such position consistent with such a Trust Organization and such other services as may be requested of the Agent or Authorized Representative by the TRUST



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1.8. Contracting.

The Agent or Authorized Representative can bind the TRUST in any manner, and at his sole discretion, without prior notification to the TRUST.

1.9. Business and Other Materials.

The Agent or Authorized Representative shall have sole discretion in the production and/or distribution of all such materials representative of the TRUST's business and other interests, including but not limited to any stationary or business cards representing the TRUST.

ARTICLE II TERM, DURATION, AND TERMINATION

2.1. Term

The Agent or Authorized Representative's affiliation by the TRUST shall commence on the effective date outlined in Article 1, Section 1.1. The Agent or Authorized Representative shall perform his duties for fifty (50) years or until Termination by either of the Parties as herein provided. The Agent or Authorized Representative Contract is automatically terminated upon the Agent or Authorized Representative's death, sale of TRUST business, or all of the TRUST's assets, leaving the TRUST with nothing of value. This Contract can only be terminated by a determination of malfeasance by a Judge of a court of competent jurisdiction or by a determination of mental incompetence of the Agent or Authorized Representative by a recognized medical authority appointed by such a Judge.

2.2. The Parties' Right to Terminate.

The provisions of this article are in no way intended to take away or otherwise waive any rights that the TRUST may have under the law. The Parties shall have the right to terminate this agreement at any time with sixty (60) days prior written notice for "Cause," which for this agreement shall mean (A) the Agent or Authorized Representative's dishonesty or fraud concerning the reputation and/or affairs of the TRUST which materially and adversely affects the business and other relations of the TRUST, provided the Agent or Authorized Representative fails to cure such ill repute within a reasonable period; or (B) a material breach by the Agent or Authorized Representative of the TRUST of this Agreement or any other agreement by and between the Agent or Authorized Representative and the TRUST, provided either Party fails to cure such breach, if curable, within thirty (30) days of receipt of written notice thereof. Upon Termination of this Contract, for any reason, the current or resigning Agent or Authorized Representative can only be replaced by the first-in-line Successor Agent or Authorized Representative. This shall not affect or preclude the consummation of any transaction effected before such Termination.

ARTICLE III COMPENSATION AND MANAGING FEES

3.1. Managing Fee.

The TRUST shall pay the Agent or Authorized Representative a monthly fee of anywhere from \$2,000 USD to \$416,000 dollars. This fee is payable upon the acceptance of this Contract and is payable each month thereafter. The fee amount shall increase proportionately to the assets in the TRUST or by written consent and approval of the BOARD. All checks must be payable to the current Agent, Authorized Representative, or their Unincorporated Associations.

3.2. Expense Reimbursements.

During the term of this agreement, the Agent or Authorized Representative shall be solely responsible for all contractor-related expenses. All expenses, out-of-pocket and otherwise, which are incurred as a result of, as well as in the course of, carrying out the duties and responsibilities of the Agent or Authorized Representative shall be reimbursed to the Agent or Authorized Representative; all reimbursements shall be made to the Agent or Authorized Representative separately and aside from the Managing Fee and in a manner agreed upon by the Parties.

3.3. Termination by the Authorized Representative.

If the Agent or Authorized Representative's affiliation hereunder shall be terminated by Agent or Authorized Representative, then, upon such Termination, regardless of the reason thereof, all compensation derived from managing fees and expense reimbursements shall be paid within thirty (30) days of written notice termination.



1.3. Primary Duties and Services.

- i. The BOARD hereby appoints the Agent or Authorized Representative to be the day-by-day manager concerning all dealings, business or otherwise; the TRUST may have. The BOARD does so to provide for a day-by-day manager to be solely responsible for all activities on behalf of the Sole Trustee, delegating Plenipotentiary Power.
- ii. The Agent or Authorized Representative agrees to serve in the said position and to perform diligently and to the best Agent or Authorized Representative's abilities, said duties and services referred to in Section 1.2, and in such a manner as the Agent or Authorized Representative deems advisable within the parameters as established and acceptable to the TRUST, as well as, such additional duties and services appropriate to such position which the Parties mutually agree upon from time to time.
- iii. The Agent or Authorized Representative shall have the ability and authority to perform such duties in accordance with the Agent or Authorized Representative's sole judgment and discretion.
- iv. The Agent or Authorized Representative shall be solely responsible for obtaining and maintaining all appropriate information concerning the day-by-day, as well as business plans, future activities, and managing trusteeship for any US Agent, Fiduciary, or Enterprises of the TRUST.
- v. The BOARD transfers all absolute authority to the Agent or Authorized Representative to manage the business and day-to-day operations of the TRUST.

1.4. Other Interests.

The Agent or Authorized Representative may engage, directly or indirectly, in other related business that does not conflict with the Agent or Authorized Representative's duties hereunder and/or the business of the TRUST. During the period outlined in this agreement, the Authorized Representative shall have full discretion to devote as much time and effort in performing their duties as the Agent or Authorized Representative deems necessary to carry out and maximize Agent or Authorized Representative's performance hereunder. The foregoing limitations shall not prohibit the Agent or Authorized Representative from serving in other capacities for other organizations or on the boards of other organizations, provided that the Agent or Authorized Representative's service in such other capacities for such organizations and/or on such boards is not adverse to the interests of the TRUST.

1.5. Independent Status.

The Agent or Authorized Representative shall be maintained as an independent contractor for purposes of taxation and liability. The Agent or Authorized Representative shall not be solely responsible for all withholding of applicable tax, as well as all other contractor-related expenses pursuant to no taxation upon the IHAMKO Express Trust, tax-exempt status as defined as a natural person and not a US Person, which the Express Trust does not pass the US Control nor US Court Test, having a Sole Trustee, known as Olive Onyona (a Foreign National) having full authority to make substantial decisions. The passive Trustee's (agent or authorized representative) loyalty is to the Trust, as the Trust holds a valid lien (promissory note) against the passive trustees for 600 months, with a maturity date of 2073.

– See Loring, supra at pt. II § 4, p.69. "[The trustee's] fealty is to the trust, and all his acts must be governed by strict loyalty to it and the interest of the beneficiaries, and any act which is not in the [best] interest of the beneficiaries is a breach of trust."

– Again, the Trustee must be indemnified by the trust instrument from taxation for trust gains. If the Trustee holds interest in the Trust, he is taxable only at the realization of an actual gain, not at the investment point (see Burnet v. Logan, supra; and Trenton Cotton Oil Co. v. Commissioner, supra).

1.6. Primary Office Location.

The Agent or Authorized Representative shall perform his duties at any location he deems appropriate but shall represent the TRUST address as the Primary Office Location for all accounts, transactions, and business of the TRUST, as well as for all expenses incurred by the TRUST. The Agent or Authorized Representative shall represent the TRUST's address as his official Primary Office Location for all such purposes.

1.7. Bank and Other Financial Accounts.

The Agent or Authorized Representative shall have the ability and authority to open bank and other financial accounts in the name of the TRUST and to obtain all services with any institutions the Agent or Authorized Representative may deem necessary and beneficial to the TRUST. All monies for TRUST accounts shall be maintained by the Agent or Authorized Representative.



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ARTICLE IV MISCELLANEOUS

4.1. Assignment and Governing Law.

This Contract shall constitute a binding contract under the general common law of contracts upon acceptance by the Parties. Either Party may not assign this Contract without the other Party's written consent or by operation of law; this agreement shall be binding on the successor(s) and assignee(s) of the Parties.

4.2. Reservation of Rights.

- i. The Parties enter into this agreement without prejudice to any rights otherwise waived due to any nondisclosure or adhesion.
- ii. Use of a Notary Public in this Contract does not constitute any adhesion in and of itself, nor does it alter the status or domicile of either Party. The express purposes for said Notary Public are acknowledgment and witness only, not for entrance into any statutory or otherwise foreign jurisdiction.
- iii. The TRUST in no way relinquishes ownership of any of the TRUST's properties.
- iv. The failure by either Party hereto at any time to give notice of any breach by the other Party or to require compliance with any condition or provision of this agreement shall not be deemed a waiver of said breach or noncompliance or of any similar or dissimilar provisions or conditions at the same, or at any prior or subsequent time.

4.3. Severability.

If a court of competent jurisdiction determines that any provision of this agreement is invalid or unenforceable, then the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this agreement, and all other provisions shall remain in force and effect.

4.4. Withholding Taxes.

The TRUST shall not withhold from any compensation made to the Authorized Representative, pursuant to this agreement, any applicable taxes as may be required pursuant to any law; Authorized Representative is not to be deemed an employee of the TRUST.

4.5. Headings.

Paragraph headings have been inserted for convenience and shall not be used for interpretive purposes.

4.6. Modification.

Any modification of this agreement shall be effective only if in writing and agreed to by the Parties in writing.

We, the undersigned, hereby place our hand or seal and declare, under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct.

AUTHORIZED REPRESENTATIVES:

By: David Invictus Wheeler

Wheeler, David Invictus

By: Yasharahla Onyona

Yasharahla, Onaieyfah

EXPRESS TRUST:

/s/ Olive Onyona

Olive Onyona

