**Declaration of Trust**

**The Rekwan’e Shevell Wagner: Bey Living Trust (the “Trust”)**

This DECLARATION OF TRUST (this “Declaration”) is made and executed on the date below by and between the herein-named grantors and trustees. This trust created herein will be known as The Rekwane Shevell Wagner: Bey Living Trust (the “Trust”).

WITNESSETH:

**1. FAMILY**

At the time of executing the Trust, the grantor, Rekwan’e Shevell Wagner: Bey (Single) has two children listed below. Unless otherwise specifically indicated in this Trust, any provisions for Rekwan’e Shevell Wagner: Bey children includes the below-named children as well as any child of Rekwan’e Shevell Wagner: Bey’s children includes the below-named children as well as any child of Rekwan’e Shevell Wagner: Bey hereafter or adopted.

Rekwan’e Nasir Wagner Jr.

Celine Nina Wagner

**2. Trust Property**

The Grantor declares the he has set aside and caused the transfer of all his right, title, and interest in and to the property described in Schedule A to the trust (together with any other property added to the Trust, the “Trust Property”) for the use, benefit, and enjoyment of the beneficiaries named herein. At any time hereafter, the Grantor may transfer any other real or personal property to the Trust. The Trust may also receive property from any other source, including pursuant to the Grantor’s last will and testament. The Trust Property will be held, administered, and distributed as set forth in the Trust and any subsequent amendments to it.

**3. Authority, Power, and Rights of Grantor**

(a) Amend and Revoke. The Grantor has the authority, power and right to amend, modify, or revoke the trust. The Grantor is not required to give prior notice to or obtain the consent of any beneficiary or trustee hereunder before making such changes. All amendments, notices, or other documents and instruments affecting or furthering the purposes of this Declaration must be in a signed writing delivered to the trustee.

(b) Appointment of Trustee. The Grantor may at any time appoint, substitute, or otherwise change the person designated to act as trustee or successor trustee hereunder. The Grantor is not required to give notice to or obtain the consent of any such trustee, successor trustee, or beneficiary before making such changes.

(c) Right to Income and Principal. During his or her lifetime, the Grantor will be exclusively entitled to all net income and as much principal from the Trust Property as the trustee determines is necessary for the Grantor’s health, education, maintenance, support, comfort, and welfare, and these amounts will be distributed at least annually.

(d) Homestead. The Grantor reserves the right to reside in any residential real property conveyed or transferred to the Trust rent-free and without charge (except for mortgage payments, taxes, insurance, maintenance, and other related expenses) during his lifetime, it being the intent of this provision to preserve the requisite beneficial interest and possessory right of the Grantor in and to such real property in accordance with applicable provisions of state homestead or similar laws, and to ensure that the Grantor does not lose eligibility for a state homestead tax exemption for which he otherwise qualifies.

**4. Appointment of Trustee**

(a) Rekwan’e Shevell Wagner: Bey will be the initial trustee of the Trust, with all of the right, privileges, and responsibilities set forth herein. Moorish National Republic of Peace is now the active trustee until notice given by the Grantor.

**5. Powers and Duties of Trustee**

(a) General Powers and Duties. In furtherance of subsection (a) above, the powers of the trustee include, but are not limited to, the powers to:

1) Collect, hold, maintain, manage, and administer the Trust Property as if the trustee were the absolute owner of it;

2) Sell, trade, deal, encumber, mortgage, pledge, option, lease, lend, or improve the Trust Property;

3) Invest, reinvest, and make purchases with the income and principal of the Trust in every kind of property, asset, and investment;

4) Borrow money from the Trust for trust purposes;

5) Employ and pay reasonable fees to attorneys, accountants, financial advisors, and any other professionals deemed necessary or advisable for the proper administration of the Trust;

6) Enter into contracts and otherwise execute any instruments on behalf of the Trust;

7) Establish bank, brokerage, and other financial and nonfinancial accounts for and on behalf of the Trust, and execute any and all documents on the Trust’s behalf in relation thereto, including any resolutions, certifications, or certificates required for such accounts;

8) Distribute or divide the Trust Property in accordance with this Declaration (subject to any restrictions or limits set forth under Moorish National Republic of Peace law) and execute any documents necessary to administer any trust or subtrust created by this Declaration;

9) Receive additional property into the Trust;

10) Continue, operate, expand, manage, and sell any business of the Grantor that is part of the Trust;

11) Commence, defend, arbitrate, and settle legal claims or actions concerning the Trust or the Trust Property;

12) Exercise voting rights, give proxies, and enter into voting agreements with respect to stock and other business ownership interests held by the Trust;

13) Prepare tax returns and take any necessary or desirable actions with governmental agencies;

14) Purchase and modify insurance;

15) Pay or disburse such sums from the assets of the Trust as may be required, necessary, or desirable to maintain the comfort and welfare of the Grantor if the Grantor is unable to actively and competently exercise judgment over financial matters by reason of medical illness or mental impairment; and

16) On the death of Grantor, pay any just debts and expenses of the Grantor.

(c) Compensation. The Trustee may receive reasonable compensation for services under this Declaration.

(d) Resignation. Any trustee may resign by providing 30 days’ written notice to the beneficiaries.

**6. Beneficiaries**

Subject to the creation of any subtrusts, on the death of the Grantor, the trustee shall allocate or distribute the remaining Trust Property to the beneficiaries named below, after the payment of any just debts, funeral expenses, trust and estate administration expenses, and estate taxes:

(a) Specific Bequests

The trustee shall distribute the following specific bequests:

(b) Residual Assets. If the Grantor’s children, Rekwan’e Nasir Wagner Jr. and Celine Nina Wagner is then living after all specific bequests have been made, all residual Trust Property will be held in trust for Rekwan’e Nasir Wagner Jr. and Celine Nina Wagner’s lifetime.

1) The trustee shall pay to the children or apply for the children benefit all of the net income of the trust, with such payments to be made at regular intervals as determined in the trustee’s sole discretion, except that the trustee shall make payments at least annually.

2) The trustee shall also pay to, or apply for the benefit of, the Children, from time to time so much of the principal as the trustee determines, in the trustee’s sole discretion, is necessary for the Children’s health, education, maintenance, and support.

3) In making any such discretionary distributions, the trustee may take into consideration all relevant circumstances, including but not limited to the children accustomed standard of living and other assets and sources of income or support available to the children and known to the trustee.

(c) Residual Assets. After all specific bequests have been made, the residual Trust Property will be distributed to the Grantor’s children, Rekwan’e Nasir Wagner Jr. and Celine Nina Wagner, outright and free of trust. If the children do not survive the Grantor, then the remaining trust assets will be distributed to We the Moorish American People of Moorish National Republic of Peace.

(d) Residual Assets. After all specific bequests have been made, the residual Trust Property will be divided into as many equal shares as there are living children of Grantor and deceased children of Grantor with issue then living. Each living child shall be given one share. Any share of the Trust Property allocated to a deceased child with issue then living shall be furthered divided into shares for said issue, per stirpes. The terms “issues”, “child”, “children,” include a person who has a parent-child relationship, as defined under applicable state law, with the person through whom this person claims benefits under this Trust. These terms do include persons who are adults at the time of adoption.

(e) Residual Assets. After all specific bequests have been made, the residual Trust Property will be distributed to the following beneficiaries in the percentages set forth below:

1) Name: Rekwan’e Nasir Wagner Jr. / Percentage: 50%

If such Beneficiary is not then living, that share of the Trust Property that would have been given to such beneficiary will be distributed to We the Moorish American People of Moorish National Republic of Peace.

2) Name: Celine Nina Wagner / Percentage: 50%

If such Beneficiary is not then living, that share of the Trust Property that would have been given to such beneficiary will be distributed to We the Moorish American People of Moorish National Republic of Peace.

**7. Distribution if no living Beneficiaries**

If at any time before full distribution of the Trust Property all of the beneficiaries are deceased and this instrument directs no other disposition of the Trust Property, the remaining portion of the Trust Property will then be distributed to the Grantor’s heirs at law “The Moorish American People in the Moorish National Republic of Peace”.

**8. Subtrusts**

(a) Creation of Subtrusts. The Grantor directs that each beneficiary designated below will receive his or her share of the Trust Property under those conditions made specifically applicable to such beneficiary and in accordance with the provisions set forth in this section:

(1) The Trust Property distributed to Rekwan’e Nasir Wagner Jr./beneficiary will be retained in trust and held in a separate subtrust of the Trust until: Rekwan’e Nasir Wagner Jr./Beneficiary is 21 years old.

(2) The Trust Property distributed to Celine Nina Wagner/Beneficiary will be retained in trust and held in a separate subtrust of the Trust until: Celine Nina Wagner/Beneficiary is 21 years old.

(b) Authority of Trustee to Continue Trust. The trustee shall hold in a subtrust of the Trust those assets that are to be distributed to the beneficiaries named in subparagraph (a) above. Each Subtrust may be identified by adding the name of the beneficiary to the Trust.

(c) Distribution Provisions. The trustee shall distribute, in convenient installments to or for the benefit of a beneficiary, so much of the net income and principal of the beneficiary’s trust share as the trustee deems necessary, in the trustee’s discretion, for the health, education, maintenance, and support of said beneficiary. Education includes, but is not limited to, college, graduate school, vocational studies, and reasonably related living and travel expenses.

3) In exercising any power concerning discretionary payments of income or principal to or for the benefit of the beneficiary of any trust under this Declaration, the trustee shall consider other income or resources of the beneficiary known to the trustee and the trustee may rely on the written statement of the beneficiary about such other income or resources.

4) Any net income not distributed to the trust beneficiaries will be added to the principal of the applicable trust share and reinvested for future distribution.

5) When a trust beneficiary is entitled to distribution of the balance of his or her trust share in accordance with the trust provisions set forth above, the trustee shall distribute to such trust beneficiary the remaining principal and accumulated net income of his or her trust share, less the beneficiary’s pro rata share of unpaid trust administration expenses.

6) If a trust beneficiary predeceases the complete distribution of his or her trust, such trust will be terminated forthwith and the remaining principal balance and any accumulated but undistributed net income will be distributed to the deceased beneficiary’s surviving heirs at law.

7) If a trustee determines, in the trustee’s discretion, that the principal of a trust share is of insufficient value to economically administer, the trustee may terminate the trust in accordance with applicable state law and distribute the accrued and undistributed net income and remaining principal balance of the trust share to the trust beneficiary, outright and free of trust.

**10. Nonliability of Third Parties**

(a) The Trust is created with the express interest and understanding that nay third parties, including but not limited to agents, employees, or vendors, who, on the written request of the Grantor or under the color of authority granted to the trustee in this Declaration, perform any duties or render any services in furtherance of the purposes and intents of this Trust, absent any showing of fraud or bad faith, will be under no liability for the proper administration of any assets or properties being the subject of that third part’s acts.

(b) This limitation of liability gives specific protection to any third party who acts, performs, or renders any services pursuant to any notice, instrument, or document believed (and represented) to be genuine, and to have been signed and presented by the proper parties.

(c) It is further the express intent of the Grantor that the nonliability of all third parties be given broad and prospective application. In particular, a depository, custodial agent, financial institution, or any other person or entity acting in a fiduciary capacity with regards to any Trust Property will suffer no liability and will incur no express or implied obligations when acting in the capacity of a transferor, on proper request, of any assets or property either sought to be constructively comprising the Trust Property.

**11. Miscellaneous**

(a) Physical Segregation of Trust Shares Not Required. If more than one trust is created under this Declaration, the trustee is not required to physically segregate or divide the assets of the various trusts, except if physical segregation or division is required on the termination of any of the trusts. Notwithstanding the foregoing, the trustee shall maintain separate books and records for each separate trust.

(b) Distribution Authority. If the trustee is required by this Declaration to divide any Trust Property into parts or shares, for the purpose of distribution or otherwise, the trustee is authorized, in the trustee’s sole discretion, to make that division and distribution in identical interests, in kind, or partly in kind or partly in money, pro rata or non pro rata. For this purpose, the trustee may sell such Trust Property not specifically devised as the trustee deems necessary.

(c) Liability for Estate Taxes. Any estate, inheritance, and succession taxes, including any interest and penalties thereon, imposed by the National Government, federal Government or any state, province, district, or territory, attributable to Trust Property includible in the Grantor’s estate, will be apportioned among persons interested in the Trust in accordance with applicable Nation-State and Federal law. The trustee is authorized and directed to seek reimbursement from the beneficiaries of the Trust of any taxes paid by the trustee to the extent allowed by law. If the trustee cannot collect from any person interested in the Trust the amount of tax apportioned to that person, the amount not recoverable will be equitably apportioned among the other persons interested in the Trust who are subject to apportionment. If a person is charged with or required to pay tax in amount greater than his or her prorated amount because another person does not pay his/her prorated amount, the person charged with or required to pay the greater amount has a right of reimbursement against the other person.

(d) Spendthrift Provision. No interest in the principal or income of any trust created under this Declaration may be anticipated, assigned, encumbered, or subjected to a creditor’s claim or legal process until it is actually received by the beneficiary. This spendthrift provision constitutes one of the material purposes of the trusts created hereunder.

(e) Payment to Minor Beneficiaries. The trustee may make distributions of a minor’s trust share, up to the whole thereof, to the guardian of the minor’s person or a custodian for the minor under the state law or may apply distributions directly for the minor’s benefit.

(f) Qualified Subchapter S Trust Provisions. It is the Grantor’s intent that any trust created herein holding stock in a qualified subchapter S corporation, if any, for any beneficiary qualify as a qualified subchapter S trust (“QSST”). A QSST will have one current income beneficiary and the income of that trust will be distributed at least annually. If a trust is comprised of shares in a “small business corporation,” the trustee may segregate said trust property into a separate trust and , as trustee, may modify the terms of said trust (if necessary) so that said trust will be a QSST. The trustee shall make any such modification by a written document signed by the trustee and delivered to the beneficiary of said trust or to the guardian of any minor beneficiary or conservator of any incompetent beneficiary. When trust property is no longer comprised of small business corporation stock,

the special QSST will terminate and the trust property will be held in accordance with the terms of the original trust.

(g) Bond. Each trustee of a trust created under this Declaration has to serve with bond.

(h) Governing Law. This Trust will be construed and enforced in accordance with the laws Uniform Commercial Code, United Nations Convention on International Bills of Exchange and International Promissory Notes, and The Moorish American People of Moorish National Republic of Peace.

(i) Severability. If a court of competent jurisdiction at any time invalidates or finds unenforceable any provisions of this Trust, such invalidation will not invalidate the whole of this Trust. All of the remaining provisions will be undisturbed as to their legal force and effect. If a court finds that an invalidated or unenforceable provision would become valid if it were limited, then such provision will be written, deemed, construed, and enforced as so limited.

(j) Perpetuities Savings. Despite any other provision of this Trust to the contrary, the Trust will terminate no later than 21 years after the death of the last surviving beneficiary who is living at the time of the Grantor’s Death.

**IN WITNESS WHERE OF,** the Grantor has executed this declaration of trust on the date written below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Rekwan’e S Wagner: Bey, as Grantor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Trustee, as Trustee of

The Rekwan’e Shevell Wagner: Bey Living Trust

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**ACKNOWLEDGMENT**

State of Missouri

County of Saint Louis City

On this \_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, before me,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally appeared Rekwan’e S Wagner: Bey, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of Missouri that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)

**ATTESTATION AND DECLARATION OF WITNESSES**

In our presence, the above-named Grantor has declared or signified that this instrument is his declaration of trust and has signed and executed that instrument, and in the presence of the Grantor and each other we have hereunto subscribed our names on the date set forth under our signature.

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Witness) (Print Name)

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

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Witness) (Print Name)

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