1. Consent in Lieu of Organizational Meeting

**{{ company\_name }}**

Without a meeting, the sole member of the above noted Private Family Trust Company (*Member* and *Company,* respectively), consents to organize the Company effective the date of acceptance of the Articles of Organization by the Wyoming Secretary of State and adopts the following resolutions:

The Articles of Organization filed with the Wyoming Secretary of State are approved and adopted and shall be inserted in the record book;

The resignation of the Organizer is accepted, and the sole Member is forthwith appointed manager of the Company (*Manager*);

The Company shall indemnify, save, defend and hold the Organizer harmless for all acts taken in forming the Company and shall also pay all costs and expenses incurred by or imposed on the Organizer as a result, including expenditures required in pursuit of the defense against any liability arising on account of acting as organizer or arising on account of enforcing this right, and the Company releases the Organizer from all liability for any such act;

The sole Member was presented with the Limited Liability Company Operating Agreement governing the Company and its affairs and the Operating Agreement as submitted was adopted by the Member and the Manager was directed to sign the Operating Agreement on behalf of the Company and the Manager was directed to insert the same in the record book immediately following the Articles of Organization; and

The Company shall retain the services of an accountant for the Company.

The Member desires to contribute services, certain real and personal property and cash to the Company and adopts the following resolutions:

The contributions are approved;

The Company record book is adopted and the Manager is instructed to authenticate the minutes, retain custody of the record book and insert the minutes of this meeting and of other Member meetings therein;

The Company shall reimburse the organizer for all services and costs incurred in forming and organizing the Company; further, these payments shall be made directly from the Company’s bank account as a business expense reimbursement;

The Manager shall select a depository for the Company’s funds and the Manager is authorized to sign checks and otherwise act in connection with all accounts;

The Manager is authorized and directed to sign such signature cards and other documents in connection with the bank accounts as may be necessary or advisable and to certify the adoption of the standard form resolution provided by the bank. The Manager is further authorized to negotiate or arrange for the necessary borrowing and incurring of indebtedness for the Company’s business. A copy of any necessary resolutions in connection with this function are adopted and shall be attached as a part of these minutes;

The Company’s fiscal year begins January 1st and ends December 3lst;

The Company’s principal office in Wyoming shall be established and maintained at 1095 Sugar View Drive, Ste. 500, Sheridan, WY 82801 and a secondary office shall be as set forth on Exhibit A;

The Members authorize and approve filing with the Internal Revenue Service of the Form SS-4 circulated by and among the Members.

The Investment Committee established under the Operating Agreement shall be comprised of the Member.

The Distribution Committee established under the Operating Agreement shall consist of a person or persons subsequently be designated by the Manager.

All acts, forbearances, and omissions undertaken on behalf of the Company by any of its Member, employees and agents during or after the pre-formation stages, whether authorized or not, are expressly ratified.

The Company desires to qualify as a *“Family Trust Company,”* as defined in the Wyoming Chartered Family Trust Company Act and is, therefore, pursuant to W.S. 13-5-204(a)(vii)(D), required to execute and file a waiver with the Wyoming Division of Banking in the form provided to and reviewed by the Member which acknowledges that (i) the Company is not regulated under the Act and (ii) the Member is not afforded any of the protections of the act; thus, the Member authorizes, approves and consents to the filing of the waiver.

The Member has read and reviewed a form of trust agreement pursuant to which the Company shall act as Trustee in its capacity as a Family Trust Company and, consequently, now authorizes the execution and delivery of the trust agreement with the Member as grantor and accepts appointment as trustee on the terms and conditions set forth in the agreement.

Each Manager, director, representative and agent of the Company is authorized and empowered, in the name and on behalf of the Company, to:

(i) make all arrangements;

(ii) do and perform all acts; and

(iii) execute and deliver all certificates, instruments and documents he or she may deemed appropriate in order to effectuate fully the intent and purpose of each and every one of the foregoing resolutions

and all actions taken are approved ratified and confirmed.

**I certify:** This *Consent in Lieu of Organizational Meeting* has been approved by the Member; adopted by the Company effective on formation as set forth above; and constitutes its full ratification and waiver of notice by the Member.

{% for member in members %}{{ member.first\_name }} {{ member.last\_name }}{{ member.company }}{% endfor %}

**EXHIBIT A**

Name of Member:

{% for member in members %}{{ member.first\_name }} {{ member.last\_name }}{{ member.company }}{% endfor %}

Person Appointed Manager:

{% for manager in managers %}{{ manager.first\_name }} {{ manager.last\_name }}{{ manager.company }}{% endfor %}

Address of Principal Place of Business:

Desk Lease Address.