1. Consent in Lieu of Organizational Meeting

**{{ company\_name }}**

Without a meeting, the Members of the above noted Private Family Trust Company (*Members* and *Company,* respectively) consent to organize the Company and adopt the following resolutions:

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

The resignation of the Organizer was accepted effective immediately and the Members designated the Manager or Managers set forth on Exhibit A as the *Manager* of the Company;

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 liabilities;

Each 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 Members 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.

Each of the Members desire to contribute services, certain real and personal property and cash to the Company and they adopt the following resolutions:

The contributions are approved;

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

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

The Managers shall select a depository for the Company's funds and the Managers are authorized to sign checks and otherwise act in connection with all accounts;

The Managers are authorized and directed to sign the 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 Managers are 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 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 consist of the Members.

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

All acts, forbearances, and omissions undertaken on behalf of the Company by any of its Members, employees or 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 Members which acknowledges that (i) the Company is not regulated under the Act and (ii) the Members are not afforded any of the protections of the act; thus, the Members authorize, approve and consent to the filing of the waiver.

The Members have 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 Members as grantors 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:

* make all arrangements;
* do and perform all acts; and
* 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.

**We certify:** This *Consent in Lieu of Organizational Meeting* (i) has been unanimously approved by the Members; (ii) was adopted for the Company by Member consent effective the date of adoption first set forth above; and (iii) by execution constitutes full ratification.

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[3.A.], Member

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[3.B.], Member

**EXHIBIT A**

Name of Members:

[3.A.]

[3.B.]

Persons Appointed Manager:

[3.A.]

[3.B.]

Address of Principal Place of Business:

Desk Lease Address.