

# Limited Liability Company

## *Operating Agreement*



"Fulfilling our purpose by creating an inclusive environment through building relationships and inspiring communities to advance the common good."

FORMED IN THE STATE OF FLORIDA

Document Number: L20000039324

EIN: 84-4396905

"Investing in affordable, sustainable, and prudent solutions - 4 Us."



## *Terminology*

**Allocation**

to disburse authorized funds for the expense(s) of a project

**Appointment**

non-employee assignment of accountabilities

**Appointed Governing Member**

the President, Principal, and Administrators' jurisdiction to act independently of FanastiasEstates to fulfill the Scholarships 4 Us® Operating Agreement

**Appropriated**

to disburse authorized funds for contributions to assigned projects to ensure maximized tax benefits

**Authority of Removal**

the Trustees vote to remove an Appointed Governing Member, Trustee, Director of Finance, or Project Manager from appointment

**FanastiasEstates Operating Agreement**

the estate plan of the founder, Michael Vincent Duncombe, with jurisdiction over Scholarships 4 Us® Operating Agreement

**Master Plan**

to use the revenue from Scholarships 4 Us® prudently by funding projects that are designed for eternal solutions

**Scholarships 4 Us® Operating Agreement**

under the jurisdiction of FanastiasEstates™ Operating Agreement and independently managed by the Appointed Governing Members

**Trustee**

a group of nine people and/or organizations entrusted by the founder, Michael Vincent Duncombe, to hold jurisdiction over and to the founders' trust and will



## *The Master Plan*

FanastasiaEstates™ Operating Agreement is the founders', Michael Vincent Duncombe, estate plan for when it is his turn to pass-through. The Master Plan is how to use the revenue from Scholarships 4 Us® to form 'Heaven in Existence.'



*The principle of, Heaven in Existence, is that all souls that come into existence are provided The Gift of the Common Good: financially secure and affordable housing. The Game of Life is to form 'yourself' through experiences and decisions. In order to achieve this, each soul should be secure in knowing that their housing is safe, secure, and affordable. The Gift of the Common Good will be provided through FanastasiaEstates™ so long as each person stays in Heaven. .*

Since the funding for FanastasiaEstates™ is Scholarships 4 Us®, business operations are not dependent on the ROI from it. What this means is that market-based fluctuating rental rates may be accountable to ownership and not the renter. The funding will then be used to create long-term projects of tiny homes and other economically efficient housing solutions for individual and families.

All of the revenue of Scholarships 4 Us® will be assigned to a specific project and recorded in 'this' Operating Agreement as either an Allocation or Appropriation. The Master Plan will be achieved through comprehensive projects that include developers, non-profits, and property management companies.



# *Table of Contents*

PAGE VI

- I. Name and Principal Place of Business
- II. Registered Agent
- III. Ownership
- IV. Subsidiary Company
- V. Company Details

PAGE VII

- VI. Mission Statement
- VII. The Goal
- VIII. Business Purpose

PAGE VIII

- IX. Business Structure

PAGE XXV

- X. Accounting & Bookkeeping

PAGE XXVI

- XI. Allocations & Appropriations

PAGE XXXI

- XII. Scholarships 4 Us®

Page XXXVII

- XIII. Business Operations Platforms
- XIV. Tax-Filing
- XV. Sell or Buy Options

PAGE XXXVIII

Principles

PAGE XXXIX

Passwords and Logins



**I. NAME AND PRINCIPAL PLACE OF BUSINESS**

The name of the company shall be FanastiasEstates™ with the principal place of business located at: TBD or any other such place of business that the owner determines.

**II. REGISTERED AGENT**

The name of the Registered Agent for FanastiasEstates™ is TBD with a principal place of business located at: TBD or any other such place of business that its member(s) determines.

**III. OWNERSHIP**

The founder and owner of FanastiasEstates™ is, Michael Vincent Duncombe, and the company shall be operated in accordance with *this* Operating Agreement, under the jurisdiction of his Trust and Will.

**IV. SUBSIDIARY COMPANY**

FanastiasEstates™ is the ownership company of Scholarships 4 Us® and has jurisdiction over its Operating Agreement and the Appointed Governing Members.

**V. COMPANY DETAILS**

This Limited Liability Company Operating Agreement, entered into on September 12<sup>st</sup>, 2023, is a SINGLE-MEMBER LLC, entered into by Michael Vincent Duncombe with 100% ownership of the company with a principal place of business located at: TBD or any other such place of business that the owner determines.



**VI. MISSION STATEMENT**

FanastiasEstates™ invests in affordable, sustainable, and prudent housing solutions for individuals and families.

**VII. THE GOAL**

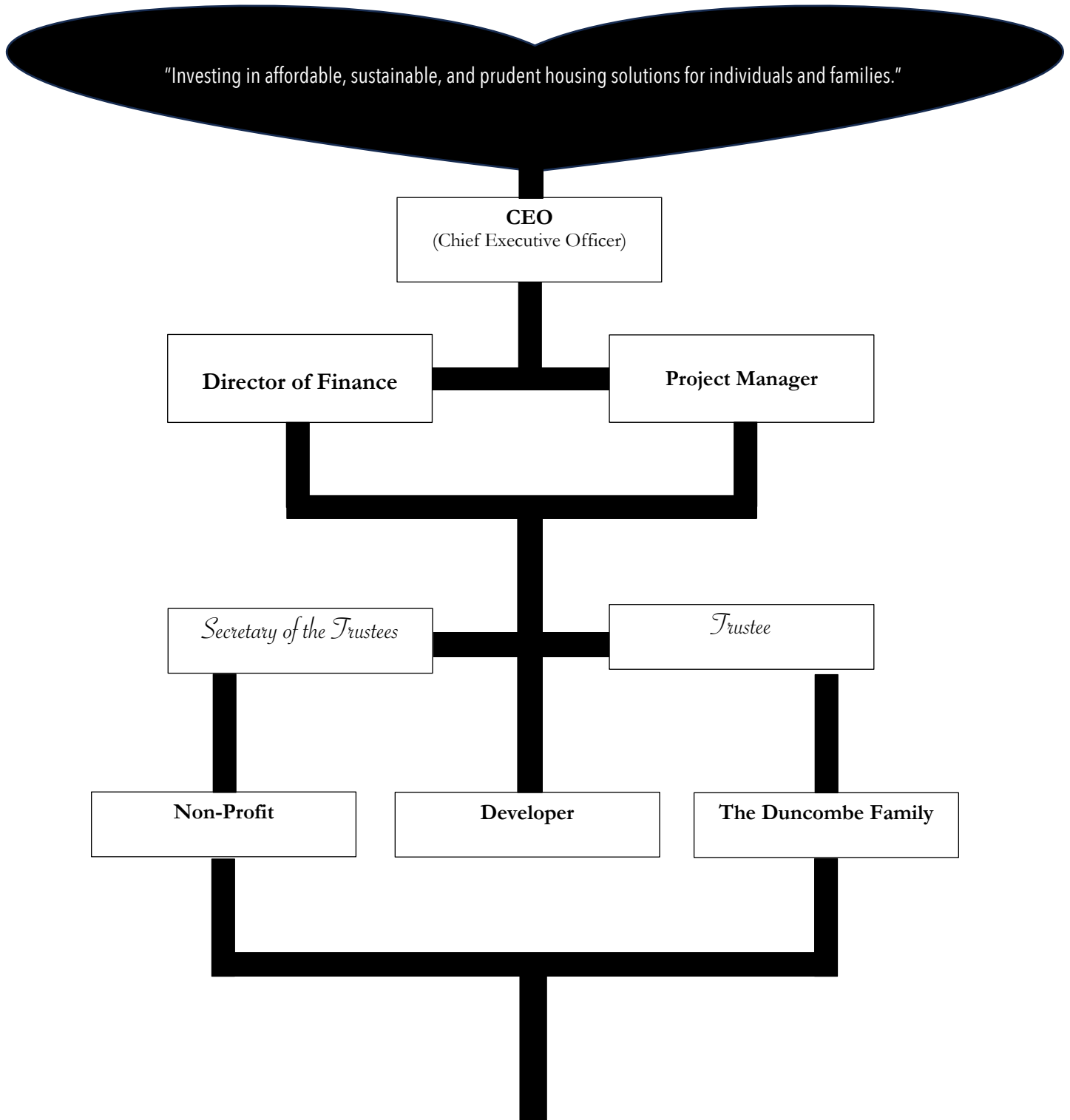
Fulfilling our purpose by creating an inclusive environment through building relationships and inspiring communities to advance the common good.

**VIII. BUSINESS PURPOSE**

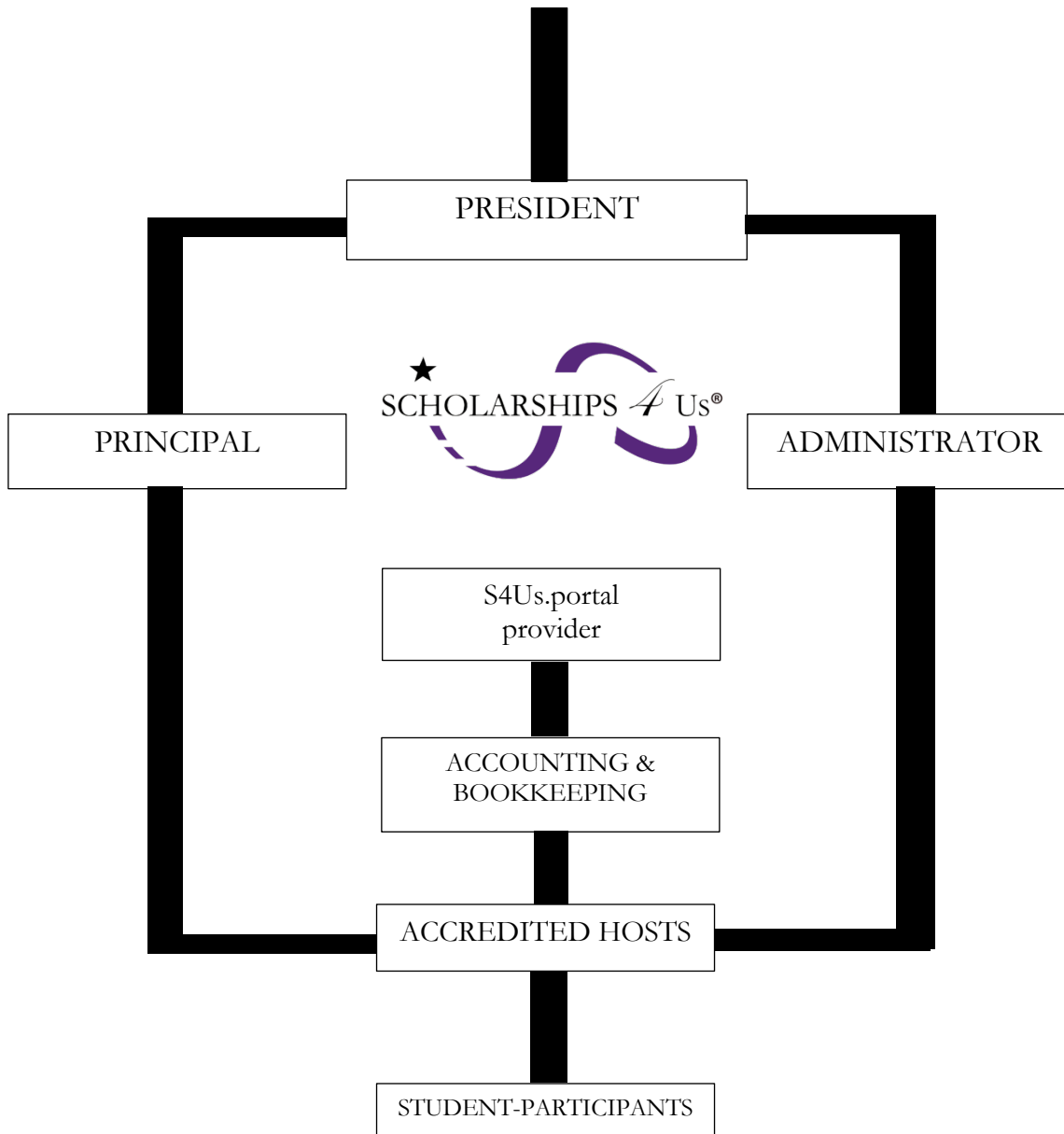
The reason for FanastiasEstates™ is to be the governing authority over Scholarships 4 Us® and fulfill the Purpose of Formation by prudently managing the revenue of Scholarships 4 Us.® FanastiasEstates™ invest in projects that provide a comprehensive solution to the inadequacies of quality housing. By working with industry advocates including non-profits, developers, and property management companies we provide funding, charitable contributions, and gifts for organizations that are committed to providing affordable, sustainable, and prudent housing solutions for individuals and families.



IX. BUSINESS STRUCTURE







**A. CEO**

The CEO of FanastiasEstates™ shall be executed by the founder, Michael Vincent Duncombe, for the extent of time in which it takes to ensure all business operations within the company are established and fulfilled. Once the objective(s) have been completed then the position will dissolve.

**B. DIRECTOR OF FINANCE**

The CEO's first order of business is to appoint the Director of Finance which may be an affiliate of the Accounting & Bookkeeping organization that performs the financial services for FanastiasEstates™ or an independent third-party.

The Director of Finance' objective, qualifications, and accountabilities are expressed on [Page XI](#) of *this* Operating Agreement.





**POSITION: Director of Finance**

**TYPE:** Non-Employee Appointment

**TERM:** Continuing

**COMPENSATION:** Salary

### Position Objective

The objective of the **Director of Finance** is to organize, plan, and ensure projects are executed with the Trustees, Project Manager, developers, non-profits, and property management companies (partners).

### Qualifications

- Attended a postsecondary educational institution for at least 3 years
- Demonstration of understanding managing company financial transactions in the industries of education, sports management, events and entertainment, or any other relevant field
- Experience working with non-profits
- Property Management experience is beneficial
- Subsidized housing programs experience is beneficial
- Experience with Tiny Homes and other economical housing solutions is beneficial
- Bilingual (English and TBD) is beneficial
- Technologically sound is a must
- Travel is required

### Accountabilities

- Collaborate with the Project Manager and Trustees to prudently use the revenue of Scholarships 4 Us®
- Determine with the Trustees and Project Manager the most suitable accounting software for business operations
- Establish the financial institution for business operations with the Project Manager and Trustees
- Collaborate with the Trustees and Project Manager in reviewing applications and in the selection of new projects
- Work with the Project Manager to enact and oversee approved projects
- Register with the Secretary of the Trustees to be an Authorized Signer on the business account(s)
- Manage the business account(s) and operations including accounts receivables, payables, and remunerations
- Ensure Scholarships 4 Us® Financial Reports are uploaded each year on the website
- Plan Regional and National Event budgets and notify the Appointed Governing Members of Scholarships 4 Us®
- Maintain company financial records tax-audit ready



## XII

- Schedule and manage annual taxes
- Travel to on-site projects with the Project Manager during development for quality assurance
- Schedule annual visits to each project to ensure contributions are fulfilled and provide Trustees progress reports
- Understand the Scholarships 4 Us® Operating Agreement and hold the FanastiasEstates™ Operating Agreement as the constitution to achieving the Master Plan



**C. PROJECT MANAGER**

The Project Managers' objective, qualifications, and accountabilities, are expressed on [Page XIV](#) of *this* Operating Agreement.





Fanastasia's Estates<sup>TM</sup>

**POSITION: Project Manager**

**TYPE:** Non-Employee Appointment

**TERM:** Continuing

**COMPENSATION:** Salary

---

### Position Objective

The objective of the **Project Manager** is to organize, plan, and ensure projects are executed with the Trustees, Director of Finance, developers, non-profits, and property management companies (partners).

### Qualifications

- Attended a postsecondary educational institution for at least 3 years
- Property Management background
- Demonstrated real estate construction knowledge in Multi-Family housing
- Experience working on projects for non-profits
- Subsidized housing program experience is beneficial
- Experience with Tiny Homes and other economical housing solutions is beneficial
- Bilingual (English and TBD) is beneficial
- Technologically sound
- Travel is required

### Accountabilities

- Collaborate with the Director of Finance and Trustees to prudently use the revenue of Scholarships 4 Us®
- Establish the financial institution for business operations with the Director of Finance and Trustees
- Determine with the Trustees and Project Manager the most suitable accounting software for business operations
- Collaborate with the Director of Finance and Trustees in reviewing applications and in the selection of new projects
- Work with the Director of Finance to enact and oversee approved projects
- Be the first point of contact for all projects
- Travel to on-site projects with the Director of Finance during development for quality assurance.
- Schedule annual visits to each project to ensure contributions are fulfilled and provide Trustees progress reports
- Understand the Scholarships 4 Us® Operating Agreement and hold the Fanastasia's Estates Operating Agreement as the constitution to achieving the Master Plan



**D. TRUSTEES**

The Trustees' objective, qualifications, and accountabilities, are expressed on [Page XVI](#) of *this* Operating Agreement.





**POSITION: Trustees**

**TYPE:** Non-Employee Service

**TERM:** Continuing

**COMPENSATION:** Fixed Service Fee

### Position Objective

The objective of the **Trustees** is to organize, plan, and ensure projects are executed with the Director of Finance, Project Manager, developers, non-profits, and property management companies (partners).

### Qualifications

*The Founder, Michael Vincent Duncombe, must trust the chosen ones to ensure that Fanastasia's Estates™ Operating Agreement is followed to fulfill the Master Plan.*

### Accountabilities

- Appoint the Director of Finance
- Appoint the Project Manager
- Ensure the succession is planned for the Appointed Governing Members, Director of Finance, and Project Manager in the case of a sudden tragedy
- Establish the financial institution for business operations with the Director of Finance and Project Manager
- Determine with the Director of Finance and Project Manager the most suitable accounting software for business
- Collaborate with the Director of Finance and Project Manager to prudently use the revenue of Scholarships 4 Us®
- Collaborate with the Director of Finance and Project Manager in reviewing applications and in the decision-making process of selecting new projects
- Enforce jurisdiction over Scholarships 4 Us® by the Authority of Removal, if necessary, according to the principles on [Page XV](#); [Section XIII](#) of the Scholarships 4 Us® Operating Agreement
- Host quarterly meetings with the Appointed Governing Members of Scholarships 4 Us®
- Understand the Scholarships 4 Us® Operating Agreement and hold the Fanastasia's Estates™ Operating Agreement as the constitution to achieving the Master Plan





**E. SECRETARY OF THE TRUSTEES**

The Secretary of the Trustees' objective, qualifications, and accountabilities, are expressed on Page XVIII of *this* Operating Agreement.





**POSITION:** Secretary of the Trustees

**TYPE:** Non-Employee Service

**TERM:** Continuing

**COMPENSATION:** Fixed Service Fee

---

### Position Objective

The objective of the **Secretary of the Trustees** is to facilitate meetings with the Trustees, Director of Finance, Project Manager, developers, non-profits, property management companies (partners), and the subsidiary company to ensure objectives are being fulfilled.

### Qualifications

- The Founder, Michael Vincent Duncombe, must trust the chosen one to ensure that Fanastasia's Estates™ Operating Agreement is followed for eternity to fulfill the Master Plan
- Proficient in Microsoft Office products and Google Admin console
- Technologically sound is a must
- Travel is required

### Accountabilities

- Manage the admin console including setting up and removing the following email accounts:
  - Be a signer on the business account(s)
  - Register the Director of Finance to be an Authorized Signer on the business account(s)
  - Make certain all contractual paperwork is executed and safeguarded in the business security accounts
  - Ensure the succession is planned for the Appointed Governing Members, Director of Finance, and Project Manager in the case of a tragedy
  - Learn Wix.com platform to edit website
  - Collaborate with the Director of Finance, and Project Manager to prudently use the revenue of Scholarships 4 Us
  - Collaborate with the Trustees, Director of Finance, and Project Manager in reviewing applications and in the decision-making process of selecting new projects
  - Make all amendments to Scholarships 4 Us® and Fanastasia's Estates Operating Agreements and file accordingly
  - Create and implement an agenda for quarterly, bi-annual, and annual meetings for company progress reports



- Delegate project accountabilities for the Trustees
- Plan company functions
- Understand the Scholarships 4 Us® Operating Agreement and hold the FanastiasEstates™ Operating Agreement as the constitution to achieving the Master Plan



1. **TRUSTEE VOTING**

a) The Founder & CEO will appoint the Founding Family: Trustees, Director of Finance, and Project Manager.

b) There shall be nine Trustees and two Operations positions for a total of 11 votes for all FanastiasEstates™ project.

c) A Secretary of Trustees must always be voted-in by the majority and become a signer on the business accounts.

d) Trustees will receive one vote in all decisions.

e) All decisions are determined by 100% vote.

f) 'Vote' is an acronym on how to achieve the Master Plan:

(1) Volition

Decisions are made to fulfill our purpose by creating an inclusive environment through building relationships and inspiring communities to advance the common good.

(2) Optics

FanastiasEstates™ represents patience, precision, and perfection in the decision-making process which shall be shown in our projects.

(3) Transcending

New ideas are the path to prosperity.

(4) Evolution

Follow the times into the future and ask members for their vote.



- g) The Secretary of the Trustees must be voted-in by the majority (8) trustees.
- h) Only the nine trustees can vote on the Authority of Removal for an Appointed Governing Member and an amendment to the Scholarships 4 Us® Operating Agreement or FanastaciasEstates™ Operating Agreement.
- i) The Secretary of the Trustees may be removed from their position by the majority according to Section IX.E.1.(1) of *this* Operating Agreement.
- j) A Trustee can be removed from their position by the majority (8) trustees according to Section IX.E.1.(1) of *this* Operating Agreement.

(1) **AUTHORITY OF REMOVAL**

A Trustee is entrusted to represent FanastaciasEstates™ with integrity and to fulfill the Master Plan. The majority of the Trustees have jurisdiction over an individual Trustee as a decision is determined by 100% vote. A Trustee may be removed from their appointed position by the majority under either one of the following conditions:

(a) **Cause for Removal**

- (i) Forming a relationship with an Appointment Governing Member or an appointee through intimacy or marriage.

(b) **Reason for Removal**

- (i) Any willful action, publicly or privately, that constitutes bigotry, discrimination, hate, physical violence, politicization, or any other action determined by the majority determinantal to Scholarships 4 Us® and FanastaciasEstates.™

If a Trustee is removed from their position, then it shall result in the immediate termination of remuneration (Section IX.E.4).



2. **NOTICE OF RESIGNATION**

An appointee must provide 6-months' notice to resign from the appointed position.

a) **FAILURE TO PROVIDE NOTICE**

An intentional failure to provide Notice of Resignation will result in immediate termination of remuneration (Section IX.E.4).

3. **TRUSTEE JURISDICTION**

- a) Business Accounts
- b) Operating Agreements
- c) Amendment(s) of Operating Agreements
- d) Appointment of Governing Members
- e) The Authority of Removal

4. **TRUSTEE REMUNERATION**

The service fee for the Trustees is expressed below and is subject to immediate termination if a Trustee is removed or resigns without notice.

a) Secretary of the Trustees

--

b) Trustees

--



**F. OPERATIONS REMUNERATION**

1. Director of Finance

--

2. Project Manager

--

**G. JURISDICTION**

1. TRUSTEES

SEE SECTION (IX.E.3.)

2. OPERATIONS

All projects must get voted approval with the Trustees in order to be executed.



**H. TERM LIMITS**

The Trustees, Director of Finance, Project Manager and Award Director, shall be eligible to remain as the appointee until the person is removed, resigns, becomes unable to perform the accountabilities, or reaches their expiration of eligibility.

1. 25<sup>TH</sup> birthday - 55<sup>TH</sup> birthday

**I. EXPIRATION OF ELIGIBILITY**

A person may fulfill the accountabilities of their appointed position until their 65<sup>th</sup> birthday.

**J. RETIREMENT PLAN**

FanastaciasEstates™ provides an economic opportunity and financial security for up to 40 years for those that choose to fulfill their purpose through helping form Heaven in Existence.





**X. ACCOUNTING AND BOOKKEEPING**

The Trustees have jurisdiction over opening and closing financial business accounts for both FanastiasEstates™ and Scholarships 4 Us.® The voted-in Secretary of the Trustees will be the name on the account(s) and will grant permission to the appointed Director of Finance and the accounting firm for Scholarships 4 Us.® to be signers on the account(s). FanastiasEstates™ and Scholarships 4 Us.® may have two separate financial institutions for each business.

FanastiasEstates™ Account Manager

Name of Institution

Address

Account Details

Scholarships 4 Us® Account Manager

Name of Institution

Address

Account Manager

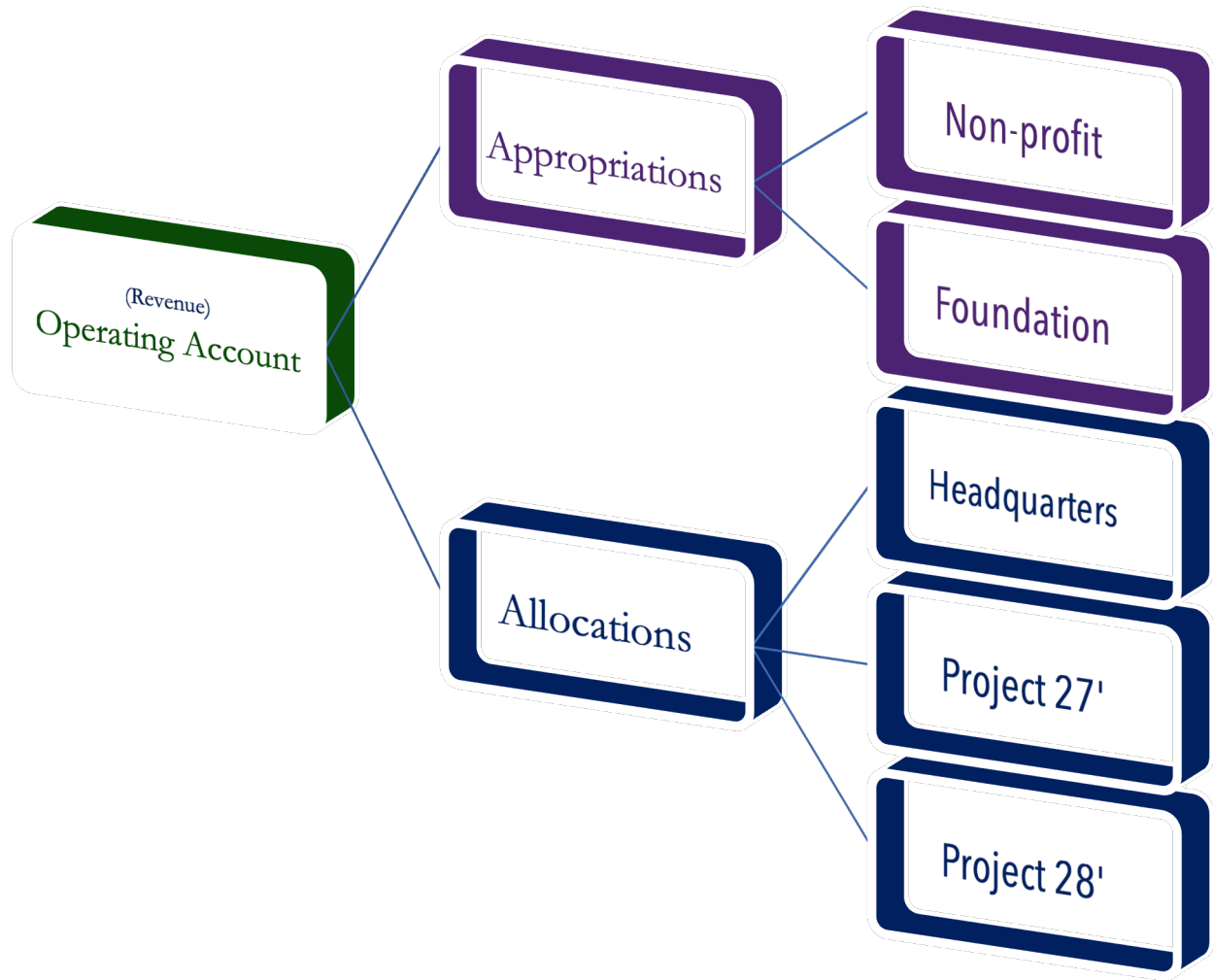
**A. Interest On Accounts**

Scholarships 4 Us.® shall use earned interest on the accounts to pay annual taxes and any other pertinent business expenditures.



**XI. ALLOCATIONS AND APPROPRIATIONS**

The Master Plan will consist of three accounts: Operations, Allocations, and Appropriations. The Director of Finance shall be accountable to present logically sound reasoning to the financial consequences of every decision.



**A. OPERATIONS**

Authorized funds for fees or salaries.

1. Remuneration

- a) CEO
- b) Director of Finance
- c) Project Manager
- d) Secretary of the Trustees
- e) Trustee
- f) Trustee
- g) Trustee

CEO

Operations

Secretary

Trustees



**B. APPROPRIATIONS**

Authorized funds for contributions to an assigned project that ensures maximized tax benefits and/or the interest of returns for FanastasiaEstates.™

1. ORGANIZATIONS

a) Name

EXAMPLE

Percentage %

b) Name

EXAMPLE

Percentage %

c) Name

EXAMPLE

Percentage %

d) Name

EXAMPLE

Percentage %

e) Name

EXAMPLE

Percentage %



**C. ALLOCATIONS**

Authorized funds for the expenses of a project.

1. Headquarters

EXAMPLE

2. FanastaciasEstates™ @ 28'

EXAMPLE

3. FanastaciasEstates™ @ 29'

EXAMPLE

4. FanastaciasEstates™ @ 30'

EXAMPLE

5. FanastaciasEstates™ @ 31'

EXAMPLE

6. FanastaciasEstates™ @ 32'

EXAMPLE

7. FanastaciasEstates™ @ 33'

EXAMPLE

8. FanastaciasEstates™ @ 34'

EXAMPLE

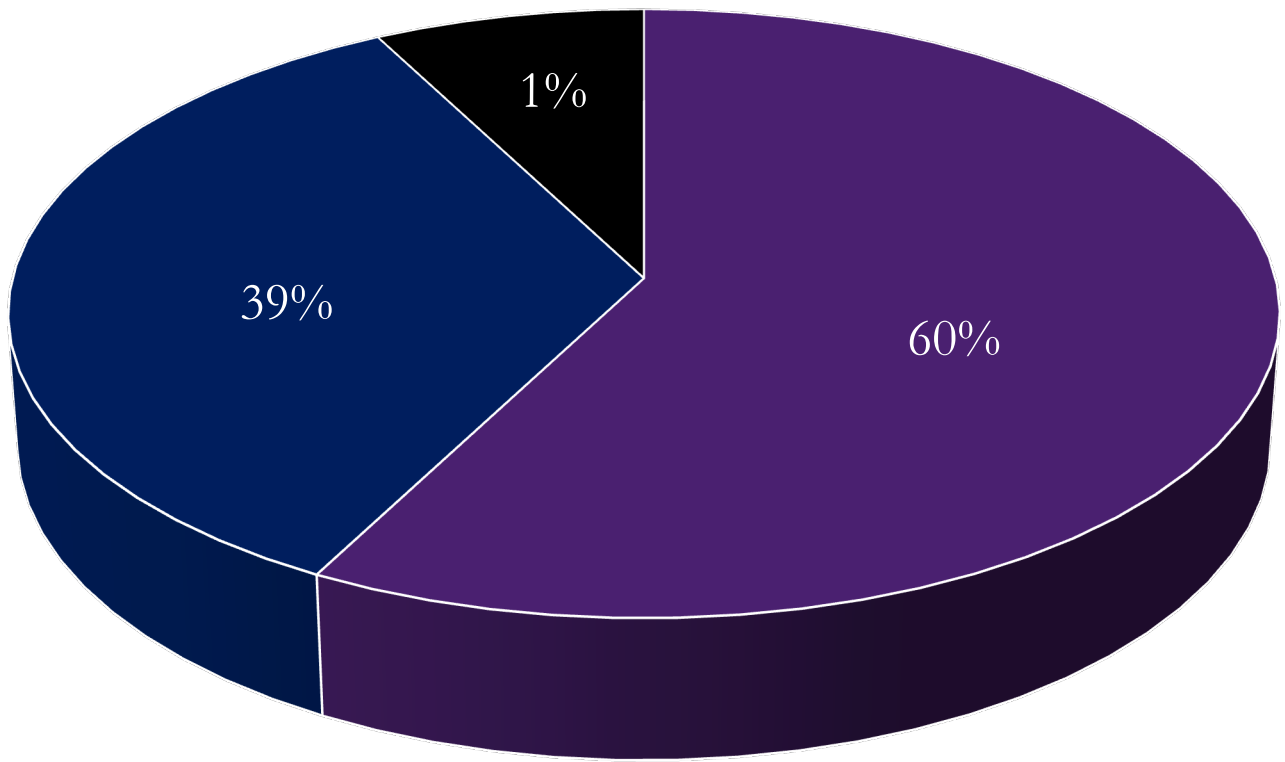
9. FanastaciasEstates™ @ 35'

EXAMPLE



## Master Plan Financials

Once the operations and appropriations budget is determined then the remaining balance is available for allocations.



■ **Appropriations**   ■ **Allocations**   ■ **Operations**





**XII. SCHOLARSHIPS 4 US®**

FanastiasEstates™ holds jurisdiction over Scholarships 4 Us® Operating Agreement and the Appointed Governing Members.



**A. APPOINTED GOVERNING MEMBERS**

The Appointed Governing Members of Scholarships 4 Us® shall execute *its* Operating Agreement according to the expressed corresponding accountabilities on page V, VI, and VII.

**B. REMUNERATION**

An Appointed Governing Member shall receive remuneration expressed on Page 21; Section XX of Scholarships 4 Us® Operating Agreement.

**C. AUTHORITY OF REMOVAL PROCESS**

If an Appointed Governing Member commits either a Cause or Reason for Removal then a letter must be sent by the Secretary of Trustees notifying the trustee of the act in question with verifiable evidence.

1. The Appointed Governing Member has 24 hours to respond in writing.
2. The Trustees will vote for removal or forgiveness which may include consequences.
3. If a notice of removal is signed by the Trustees then it will be sent to the former Appointed Governing Member within 24 hours in which that person then must be immediately removed from all business platforms by the Secretary of the Trustees.

**D. APPOINTMENT PROCESS**

If an Appointed Governing Member is removed then the Trustees must replace that member. Order of succession model shall take precedence according to Page 13; Section VIII of Scholarships 4 Us® Operating Agreement. If the Appointed Governing Member is removed then the following process shall be implemented:

**1. SEARCH**

A search shall be conducted.

**2. SELECTION**

A vote must be completed by all nine Trustees.

**3. APPOINTMENT**

The selected person must complete the corresponding Appointment Agreement.





**E. ADMINISTRATOR SUCCESSION**

According to Section (X.a.i.1.) of the Scholarships 4 Us® Operating Agreement, the Administrator of Scholarships 4 Us® is subject to the eligibility of being 25 years of age. Every 10 years the next Administrator must be appointed, and the selection process must begin one year prior. A search shall be conducted.

**F. TRAGEDY PROCESS**

In the case in which all three appointed governing members decease or becoming unable to perform their functions the Trustees must immediately stop all events until the reappointment of its governing members.

**1. FOUNDERS' PASSING**

In the case in which the founder, Michael Vincent Duncombe, passes-through then all events shall immediately stop until all affairs are in order. The Trustees will notify the members when events will resume.

**G. BALANCE OF TIME ENFORCEMENT**

It is the accountability of the Trustees to ensure that each governing member maintains within the succession time periods according to Section X of the Scholarships 4 Us® Operating Agreement.

**H. SCHOALRSHIP MATCH AWARD™**

The Scholarship Match Award™ is to be governed by the Award Director according to the accountabilities expressed on Page XXXIV of *this* operating agreement and in conjunction with the partnered non-profit.





**POSITION: Award Director**

**TYPE:** Non-Employee Service

**TERM:** Continuing

**COMPENSATION:** Salary

---

### Position Objective

The objective of the **Scholarship Match Award Director** is to organize, plan, and manage the selection of recipients and disbursement process with the partnered non-profit organization.

### Qualifications

- Attended a postsecondary educational institution for at least 3 years
- High school and/or college administration experience required
- Administration of managing the disbursement of scholarship funds in beneficial
- Financial Aid background is beneficial
- Technologically sound is a must
- Travel is required

### Accountabilities

The Award Director is appointed by the ownership company to ensure the Scholarship Match Award™ is prudently managed and operated. The purpose of the appointee is to share the benefits of Scholarship 4 Us® in the community in order to fulfill the goal of being at a 100% Scholarship Match Cap each year.

The Award Director is responsible for the entire Award including maintaining website updates and the final decision in the selection-making process for the Scholarship Match Award.™ Scholarships are required to be awarded on an objective and non-discriminatory basis and this structure provides a system of transparency and consistency. In compliance with Federal law, Scholarships 4 Us® and its Scholarship Match Award,™ will not discriminate in the terms, conditions, or privileges of participation on the basis of race, color, religion, gender, national origin, age, disability, or sexual orientation.



1. **AUTHORITY OF REMOVAL**

If the appointed Award Director commits either a Cause or Reason for Removal expressed in the Scholarships 4 Us® Operating Agreement [Section XIII](#) then a letter must be sent by the trustees notifying the Award Director of the act in question with verifiable evidence.

- a) The Award Director has 24 hours to respond in writing.
- b) The Trustees will vote for removal or forgiveness which may include consequences
- c) If a notice of removal is signed by the Trustees then it will be sent to the former appointed Award Director within 24 hours in which that person then must be immediately removed from all business platforms by the Secretary of the Trustees.

2. **REMUNERATION**

The salary for the Award Director is expressed below and is subject to immediate termination if the director is removed or resigns without notice.

- a) Award Director

--

3. **NOTICE OF RESIGNATION**

The Award Director may provide proper notice of at least six months to resign from their position to the Trustees.

- a) Failure to provide notice

An intentional failure to provide notice of resignation will result in immediate termination of remuneration according to [Section \(XII.H.2\)](#) of 'this' operating agreement.



4. **APPOINTMENT PROCESS**

If the Award Director is removed, resigns, becomes unable to perform the accountabilities, or reaches their expiration of eligibility, then the Trustees must appoint the succeeding Director using the following process:

a) **SEARCH**

A search shall be conducted through a recognize platform or any means determined wise and suitable by the Trustees.

b) **SELECTION**

A vote must be completed by all nine Trustees.

c) **APPOINTMENT**

The selected person must complete the corresponding Appointment Agreement.

5. **TERM LIMITS**

The Award Director shall be eligible to remain as the appointee until the person is removed, resigns, becomes unable to perform the accountabilities, or reaches their expiration of eligibility.

a) 25<sup>th</sup> birthday - 55<sup>th</sup> birthday

6. **EXPIRATION OF ELIGIBILITY**

A person may fill the role of the appointed Award Director until their 65<sup>th</sup> birthday.

7. **RETIREMENT PLAN**

FanastaciasEstates™ provides the opportunity for former Appointed Governing Members and former Award Directors that have fulfilled the terms of their service to become a Trustee within the ownership company until age 65.



## 8. JURISDICTION

The Award Director must include the Trustees each year in the final interview of the selection process so that they can introduce themselves and to ask follow up questions to the applicant(s). The final decision in the selection of the recipient(s) is held by the Award Director unless otherwise notified by the Trustees.

### I. INDEPENDENT AUDITOR

If the Appointed Governing Members submit a request for an Independent auditor according to Section (XVI.c.ii.) of the Scholarships 4 Us® Operating Agreement then the Trustees must hire a third-party legal counsel out of the operation expenses.

## XIII. BUSINESS OPERATIONS PLATFORMS

The accounting system(s) and any other platform used by FanastasiaEstates™ to manage the business operations shall remain in-use unless *determined and agreed* upon to a more efficient solution by the Trustees and Appointees. A vote must be completed with all eleven eligible voters.

## XIV. TAX-FILING

The tax-filing status of FanastasiaEstates™ shall be determined by the appointed Director of Finance.

## XV. SELL OR BUY OPTION

The sale *of* or option *to* purchase FanastasiaEstates™ is forbidden by the sole authority of the *company* founder, Michael Vincent Duncombe. All business operations shall be expressed and executed according to FanastasiaEstates™ Operating Agreement and his Estate Plan. Michael Duncombe's Estate Plan will be expressed in his 'Trust and Will,' that will be public record at [www.FanastasiaLove.com/StMichael](http://www.FanastasiaLove.com/StMichael).



**1. Social Media**

Social Media postings regarding Scholarships 4 Us® on personal accounts is forbidden. Any and all postings must only be through an approved account of Scholarships 4 Us® including Facebook.com/TheS4UsProgram. Postings must be completed by an approved appointee.





Fanastasia's Estates<sup>TM</sup>

*Operating Agreement*

COPYRIGHT 2024. FANASTASIASESTATES.TM ALL RIGHTS RESERVED.



★  
SCHOLARSHIPS *A* Us®



The solution to student loan debt.



The UPS Store #3294  
Agreements and Amendments





Fanastasia's Estates™

"Fulfilling our purpose by creating an inclusive environment through building relationships and inspiring communities to advance the Common Good."



DATE: 4/18/24

owner David Minsky

Store # 3294

## ECommerce FULFILLMENT AGREEMENT

*This*, ECommerce Fulfillment Agreement, is between Fanastasia's Estates™, the umbrella company of

Scholarships 4 Us®, and David Minsky, the owner of The UPS Store #3294 located in The Publix Shopping Center at 1193 SE Port St. Lucie Blvd., Port St. Lucie, FL 34952. Commencement of *this* ECommerce Fulfillment Agreement shall be effective **May 1st, 2024**, and may be dissolved at any time with expressed written consent. A **30 Day** written Notice of Request to Dissolve is required if inventory is in stock. If there is no inventory in stock then the agreement may be dissolved with no less than a written **48 hour** Notice of Request to Dissolve.

If *this* agreement is dissolved by Fanastasia's Estates™ on the basis of Condition IV of the Conditions of Use for the Scholarships 4 Us® Banner or for the inability to be able to fulfill the Terms of the Agreement expressed on *Page 2* of the ECommerce Fulfillment Agreement, then any remaining inventory must be mailed to Scholarships 4 Us® within **72 hours** to the provided address at the time of request- at the expense of The UPS Store #3294 and/or the owner, David Minsky. If *this* agreement is dissolved by Fanastasia's Estates™ for any other reason than that of Condition IV of the Conditions of Use for the Scholarships 4 Us® Banner or for the inability to fulfill the Terms of the Agreement expressed on *Page 2* of the ECommerce Fulfillment Agreement, then Fanastasia's Estates™ shall be accountable to purchase ALL remaining inventory from The UPS Store #3294 and/or the owner, David Minsky, within **30 Days** of the Date of Dissolution. If The UPS Store #3294 requests to dissolve this agreement then all inventory must be mailed to Scholarships 4 Us® within **72 hours** to the provided address at the time of request- at the expense of The UPS Store #3294 and/or the owner, David Minsky.

If this agreement is dissolved then *any* and *all* online or other publications of products must be removed on the Date of Dissolution and no other products of Scholarships 4 Us® or Fanastasia's Estates™ shall be sold. All Entitled Shares due to Scholarships 4 Us® must be disbursed within **30 days** of the Date of Dissolution

Page 1 of 3





Fanastasia's Estates™

"Fulfilling our purpose by creating an inclusive environment through building relationships and inspiring communities to advance the Common Good."



## E-COMMERCE FULFILLMENT AGREEMENT

Date: 4/18/24

Store # 3294

### TERMS OF THE AGREEMENT

- I. Scholarships 4 Us® shall provide the initial investment for up to 250 Choice Packages
- II. The revenue from the 250 Choice Packages shall then be used to fulfill the Choice Packages Inventory
- III. All orders of inventory must be approved by Fanastasia's Estates™
- IV. Inventory must not exceed **60 days** of projected sales
- V. An Accredited Hosts web page and Student-Participants web page will be created and managed by David Minsky using his own hosts platform(s). Accredited Hosts must use their Hosts ID assigned by Scholarships 4 Us® to purchase Scholarships 4 Us® branded products
- VI. A link will be set from Scholarships 4 Us® and/or Fanastasia's Estates™ websites to the designated page
- VII. The UPS Store #3294 and the owner, David Minsky, shall be accountable for all online orders, returns, customer services, and product liabilities
- VIII. A 'Product Price' must be determined by both Fanastasia's Estates™ and The UPS Store #3294
- IX. A fixed 'Product Share' shall be determined for each product as an entitled percentage for Scholarships 4 Us® and The UPS Store #3294 based on the number of units sold
- X. An amendment for each product shall be submitted to the ECommerce Fulfillment Agreement as a 'Product Share Amendment'
- XI. All documents and amendments shall be amended to the Fanastasia's Estates™ Operating Agreement
- XII. 'Product Shares' shall be disbursed and received by Scholarships 4 Us® by the 15<sup>th</sup> of each month

Page 2 of 3





Fanastasia's Estates™

"Fulfilling our purpose by creating an inclusive environment through building relationships and inspiring communities to advance the Common Good."



# ECOMMERCE FULFILLMENT AGREEMENT AND TERMS OF THE AGREEMENT

Date: 4/18/24

Store # 3294

## SIGNATURES

By signing below, each party agrees to be held accountable to the ECommerce Fulfillment Agreement and amendments thereof, and to the Terms of the Agreement.

*Michael Duncombe*

\_\_\_\_\_

*Michael Duncombe*

**Founder & CEO**

*April 18<sup>th</sup>, 2024*

\_\_\_\_\_

Today's Date

\_\_\_\_\_

*David Minsky*

**Owner**

\_\_\_\_\_

Today's Date





Fanastasia's Estates™

"Fulfilling our purpose by creating an inclusive environment through building relationships and inspiring communities to advance the Common Good."



## PRODUCT SHARE AMENDMENT-BANNER

Date of Commencement: 5/1/24

Store # 3294

### ® SCHOLARSHIPS 4 Us® ® BANNER



The Scholarships 4 Us® Banner shall be ordered by Scholarships 4 Us® at the time of registration for the youth organizations. Only an Accredited Hosts may order from the Accredited Hosts webpage using their assigned Hosts ID by Scholarships 4 Us®. Hosts IDs will be provided to The UPS Store #3294.

### Cost of Product

\$45 (24" x 32")      \$75 (36" x 48")      \$125 (48" x 64")

Cost of Production

+

**Product Share (\$10)**

Cost of Goods      \$  
Cost to Make      \$  
Cost of Shipping      \$

The UPS Store #3294      \$6  
  
Scholarships 4 Us®      \$4





## Scholarships 4 Us®

### Banner Agreement\*

Scholarships 4 Us® grants Expressed Permission of Use for the branded Scholarships 4 Us® Banner (2x3) to

David Minsky (Owner)

at The UPS Store located at:

Publix Shopping Center

1193 SE Port St. Lucie Blvd.

Port St. Lucie, FL 34952

Phone: 772-337-7500

Email: Store3294@TheUPSStore.com



The **Effective Date** shall commence on

May 1<sup>st</sup>, 2024

and shall remain in effect until either party provides expressed written notice to end the agreement. **Expressed Permission of Use** is subject to agreeing and signing the **Conditions of Use** on Page 2 of the Scholarships 4 Us® Banner Agreement.



## Scholarships 4 Us® Banner

### Conditions of Use

- I. Scholarships 4 Us® must approve of the placement and location within The UPS Store #3294 and any changes to the placement and location within The UPS Store #3294. Potential customers shall be forwarded to:  
 "Follow Scholarships 4 Us® on their Facebook Page as The Program™ is the solution to student loan debt."
- II. The Scholarships 4 Us® Banner may be used for display or for sales purposes outside of The UPS Store #3294 with expressed written consent from Scholarships 4 Us®.
- III. If Scholarships 4 Us® or The UPS Store #3294 request to dissolve the Scholarships 4 Us® Banner Agreement then The UPS Store #3294 must mail the banner to the provided address at the time of request- within **24 hours**.
- IV. Scholarships 4 Us® will not have an association with a person(s) or business(s) that willfully engages in an action, publicly or privately, that constitutes bigotry, discrimination, hate, physical violence, politicization, or any other action determined by its ownership company, FanastiasEstates™, detrimental to the Scholarships 4 Us® brand.
- V. The Scholarships 4 Us® Banner shall be displayed in The UPS Store #3294 at no fee from Scholarships 4 Us® or charge from The UPS Store #3294. A Royalty Payment of \$ 100 for every \$ 500 in net revenue shall be paid          upon every \$500 increments          from The UPS Store #3294 to Scholarships 4 Us®. The UPS Store #3294 shall submit Royalty Payments to Scholarships 4 Us® in 'Good Faith.'

*Michael Duncombe*

Scholarships 4 Us®, Founder & President  
 Michael Duncombe

4/18/24

Date

The UPS Store #3294, Owner  
 David Minsky

Date

\*This agreement may be amended with written expressed consent from both parties



The UPS Store #3294  
Agreements and Amendments

**Happy Jax Designs**

