

The U.S. Constitution **IS** the Supreme Law of the United States

United States Supreme Court Justice Brown,
Hale v Henkel 201 U.S. 43 at 74 (1905)
"The individual may stand upon his constitutional rights as a citizen.
He is entitled to carry on hos private business in his own way.
His power to contract is unlimited. ....."



Establish since 1990

EIN Reporting Entity: 31-1297463

Ohio Charter: 770221 Registration #: G0835-0494 Established: 3-30-1990 Duns Number: 0808833467 Reorganized 1995 into NSC Trust -







National Sales Corps is a legal organization create under the US Constitution and fully recognized by United States of America and has been upheld by the Supreme Court over 249 times. No decision involving the Contract Trust Organization has ever been overturned): and (iii) Is also recognized in the IRS Code - 301.7701-4 (b).

1. IT IS THE INTENT of the Parties herein to exercise his/her/ their "Unlimited Right to Contract":

## ARTICLE I SECTION 10 of the U.S. Constitution states:

"No State shall . . . pass any bill . . . or law impairing the obligation of Contracts."

The Parties herein have a "choice" to create an organization based on a Constitution "right" or an organization based on a Statute "privilege".

## 2. **POWER TO CREATE CONTRACT TRUST:** (Quoting from the Court)

"Anyone competent to contract may make such disposition to the legal title to his property as he pleases, may annex such conditions and limitations to its enjoyment as he chooses, and may vest it in trustees for the purpose of carrying out his intention." Schumann-Heink v. Folsom, 159 N.E. 250; 58 ALR 485 (1927). This case is good law today as it was in 1927.

### 3. CONTRACT TRUST RECOGNIZED BY IRS:

IRS Regulation 301.7701-4(b):

(a) Business Trust - There are other arrangements known as trusts because the legal title to property is conveyed to trustees for the benefit of beneficiaries, but which are not classified as trusts for purposes of the Internal Revenue Code, because there are not simply arrangements to protect and conserve the property for the beneficiaries" [emphasis added]

### 4. CONTRACT TRUST ASSET PROTECTION FEATURES:

It has been held that public policy is not offended by permitting a business to be carried on by trustees who limit their liability to the trust estate, nor under the prevailing view, do statutes authorizing limited liability partnerships and corporations by implication prohibit the creation of other types of organizations, such as business trusts, enjoying similar immunity by virtue of the common law. 13 American Jurisprudence, 2d, 380, paragraph 6





Preamble

### 5. **SUPREME COURT:**

United States Supreme Court has long held and recognized that freedom to make contracts and have them enforced by the courts is a part of the bundle of rights protected by the "due process" clauses of both the Fifth and Fourteenth Amendments.

The general validity of the Contract in trust form is well documented in our country's history. This Entity originated: (i) In English Common Law: (ii) **Has since been supported by the Courts** of the Untied States of America, i.e., **over 5,000 court decision(s), including over 1,500 by Federal Courts and 249 by the US Supreme Court**, (No decision involving the Contract Trust Organization has ever been overturned): and (iii) Is also recognized in the IRS Code - 301.7701-4 (b).

The contract references the United States and the Supreme Court as up holding the rights and benefits of a citizen.

United States Supreme Court Justice Brown, Hale v. Henkel, 201 U.S. 43 at 74 (1905): "The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no duty to the State or to his neighbors to divulge his business, or to open his door to an investigation. He owes nothing to the State since he receives nothing there from beyond mere protection of life and property. His rights are such as existed by the law of the land long antecedent to the organization of the State ...... He owes nothing to the public so long as he does not trespass upon their rights."

"Anyone may arrange his affairs so that his taxes shall be as low as possible, he is not bound to choose that pattern which best pays the Treasury. There is not even a Patriotic duty to increase ones taxes ... nobody owes any public duty to pay more than the law demands." United States Supreme Court Justice Learned Hand, Helvering v. Gregory, 69 F.2d 809 (1935)

"The legal right of a taxpayer to decrease the amount of what otherwise would be his tax, or altogether avoid them, by means which the law permits cannot be doubted." Justice George Sutherland; 293 US 465, 469 (1934)

" .... Who would believe the ironic truth that the cooperative taxpayer fares much worse than the individual who relies on his constitutional rights? .... Only the rare taxpayer would be likely to know that he could refuse to produce his records to the IRS agents ...." Judge Cummings in the Seventh Circuit Court of Appeals, U.S. v. Dickerson, 413 F.2d 11 16, on July 28th, 1969.

Quoting from: The Department of the Treasury, IRS Handbook for Special Agents, section 412 entitled "Tax Avoidance Distinguished from Evasion" states that: "Avoidance of taxes is not a criminal offense. Any attempt to reduce, avoid, minimize, or alleviate taxes by legitimate means is permissible."



# **Background**

On December 4, 1995, National Sales Corps, Inc., an Ohio corporation and International Sales Coordination Network Inc., an Ohio Corporation were the original "Exchanger (s)" in conjunction D & N Group, as the "Creator" and transfer all assets into a Private Common Law Contract in Trust Form, A Pure Trust. On October 7, 1996 Mr. John W. Bush executed the Bailee-Manager, Trust Manager, Trustee, and Fiduciary Contracts. Mr. John W. Bush has remained a Executive Trustee since that date.

# Creation of a Series Trust

Article 44.1 Creation of Additional: (i) Series and (ii) Investment Program(s) with appropriate ancillary document(s) and contract(s): The Board of Trustee(s) are authorized to create, from time to time, such additional "Series of Units" and "Investment Program(s) with appropriate ancillary document(s) and contract(s)" with such investment objectives as the Board of Trustee(s) in their discretion, determine to be appropriate.

Any consideration received by the Entity for the issue or sale of Units of a particular Series of Units, together with all assets in which such consideration is invested or reinvested, all income, earnings, profits and proceeds thereof, including any proceeds derived from the sale, exchange or liquidation of such assets, and any funds or payments derived from any reinvestment of such proceeds in whatever form the same may be, shall be held and accounted for separately from the other assets of the Entity and of every other Series of Units and may be referred to herein as "assets belonging to" that Series. The assets belonging to a particular Series of Units shall belong to the Series of Units for all purposes, and to no other Series of Units, subject only to the rights of creditors of that Series of Units. In addition, any assets income, earnings, profits, or funds, or payments and proceeds with respect thereto, which are not readily identifiable as belonging to any particular Series of Units shall be allocated by the Board of Trustee(s) between and among one or more of the Series of Units in such manner as the Board of Trustee(s), in their sole discretion, deem fair and equitable.

Over the last 18 years trust as established many series trust to handle specific investment, assets, contractual arrangements for the Trust.

Each series trust has its owned Board of Trustee(s), issued unit shares to members, and maintains a total and separate Pure Trust.

The following documents will provide the absolute nexus of in the creation of the Trust as a legal entity established under the United States Constitution.

Additional documentation will provide the understanding of the trust, authority of the Trust Manager and Fiduciary Trustee.

The Trust has a EIN number and the relationship between the IRS and such entities.

# Affidavit of the Creation of the National Sales Corps

# NOTICE AND AFFIDAVIT: CERTIFICATION OF CONSIDERATION PAID

NATIONAL SALES CORPS

COMMONWEALTH OF: VIRGINIA

COUNTY OF:

Comes now on this day D & N GROUP, Creator/Fiduciary Trustee the designated Creator of National Sales Corps, a Private Common Law Contract, a Pure Trust, a Family Trust and makes the following Notice and Affidavit: Certification of Consideration Paid:

- 1. That D & N Group has been duly appointed Creator/Fiduciary Trustee of National Sales Corps, a Family Trust.
- 2. That D & N Group has personal knowledge, by and through its Executive Trustee, of the facts recited herein and the authority to execute this Notice and Affidavit: Certification of Consideration Paid.
- 3. That D & N Group has access to the Declaration of Contract and Indenture creating National Sales Corps, a Family Trust, and in according with Article One and any other applicable Article or Subsection of this Declaration of Contract and Indenture; and further
- 4. D & N Group hereby unequivocally states that Twenty One Federal Reserve Notes (21) was paid to the Exchanger(s), John W. Bush, of National Sales Corps as consideration in accordance with the terms and conditions of the Declaration of Contract and Indenture as defined herein. Thereby and henceforth, the consideration paid by D & N Group to the Exchanger(s) shall made the Declaration of Contract and Indenture creating National Sales Corps a "Private Common Law Contract in Trust Form, a Pure Trust" as defined therein.
- 5. D & N Group understands that this Notice and Affidavit: Consideration Paid will be relied upon by appropriate sources.

That this Notice and Affidavit shall be retroactive to the date of the creation of this Entity.

Date: 4 October 1996

D & N GROUP, Creator/Fiduciary Trustee of: National Sales Corps

Signature, on behalf of: D & N GROUP, Creator/Fiduciary Trustee of: National Sales Corps

# Affidavit of the Creation of the National Sales Corps, continued with Notary Page

STATE OF: ARKANSAS

COUNTY OF: PULASKI

#### ACKNOWLEDGMENT

On this day before me, a Notary Public for the State and County aforementioned, personally appeared D & N GROUP, Creator/Fiduciary Trustee of: National Sales Corps, by and through its Executive Trustee Paul E. Emerson and paid Twenty One Federal Reserve Notes (21) as consideration to the Exchanger(s), John W. Bush, creating National Sales Corps, a Private Common Law Contract in trust form, a Family Trust in accordance with the Declaration of Contract and Indenture of this Entity.

The representative of D & N Group, Paul E. Emerson, was identified by Florida Drivers License or Social Security #: E562 685 35 300 OFL; John W. Bush is the Exchanger-Acceptor of National Sales Corps on this Notice and Affidavit.

Dated this the 4th day of October 1996.

Melissa B VANDTUER

Print Name of Notary

Signature of Notary Public

My Commission Expires: 4/4/99

Page 2 of 3 Pages - Notice and Affidavit: Consideration Paid: National Sales Corps

# Affidavit of the Creation of the National Sales Corps, continued with Notary Page 3

### ACCEPTED BY:

I/We the undersigned, hereby acknowledge receipt of Twenty One Federal Reserve Notes (21) as Consideration Paid by D & N GROUP, as Creator/Fiduciary Trustee, to the Exchanger(s) in the creation of National Sales Corps, A Pure Trust in accordance with the Declaration of Contract and Indenture of National Sales Corps. I personally have placed the Twenty One Federal Reserve Notes (21) as Consideration in an envelope, have sealed the envelope, have dated and executed my signature on the envelope along with the Creator/Fiduciary Trustee, and have placed the executed sealed envelope in the Entity Declaration of Contract and Indenture binder for future safeguards.

John W. Sul	Date: 7 Oct 96	
Signature, Exchanger - Acceptor of: National Sales Corps		
N/A	Date:	
Signature, Exchanger - Acceptor of: National Sales Corps		

COMMONWEALTH OF: VIRGINIA

COLLYTY OF: Podomouth

### ACKNOWLEDGMENT

On this day before me, a Notary Public for the State and County aforementioned, personally appeared **John W. Bush**, as Exchanger-Acceptor on this Notice and Affidavit; **John W. Bush** was identified by Virginia Drivers License or Social Security #: 227 72 4799.

Dated this the Th day of October 1996.

Print Name of Notary

Dated this the Th day of October 1996.

Signature of Notary Public

My Commission Expires: My Commission Expires August 31, 1999

Page 3 of 3 Pages - Notice and Affidavit: Consideration Paid: National Sales Corps



# Resignation and acceptance of Creator and First Trustee

# RESIGNATION CREATOR/FIDUCIARY TRUSTEE

To: The Board of Trustee(s) of: National Sales Corps
Board of Trustee(s),

D & N GROUP as Creator/Fiduciary Trustee, hereby tenders its resignation in accordance with the Letter of Understanding Fiduciary Contract; Declaration of Contract and Indenture of National Sales Corps, and any and all other document(s) or agreement(s) thereof. D & N GROUP request the consideration and acceptance of such resignation to be effective immediately.

Dated this the  $7^{4k}$  day of December 1995.

Respectfully,

| Signature, on behalf of: D & N GROUP-Creator/Fiduciary Trustee

| De N Group By Pary & English

(Print Name of Signatory)

### ACCEPTED BY:

I the undersigned hereby accept the resignation of D & N GROUP-Creator/Fiduciary Trustee in accordance with the above referenced agreements. The Creator/Fiduciary Trustee has stated that his/her/their duties and purpose has been accomplished, thereby relinquishing his/her/their rights, powers, and authority. The Creator/Fiduciary Trustee requests that his/her/their resignation be effective immediately. Moreover, I, the undersigned Trustee(s), unequivocally accept on behalf of this Entity any and all liability, responsibility, and consequences for this Entity's creation, action(s), agreement(s), performance(s), and execution(s).

Signature, as Trustee - Acceptor-National Sales Corps ("NSCT")

JOHN W. BUSH

(Print Name of Acceptor)

Date: Dec 7, 1995

Title: Executive Trustee of: NSCT



# Appointment of Mr. John W. Bush as First Trustee

### APPOINTMENT - FIRST TRUSTEE

OF:

NATIONAL SALES CORPS

A PRIVATE

COMMON LAW CONTRACT IN TRUST FORM,

A PURE TRUST - A FAMILY TRUST

("Entity")

IN WITNESS WHEREOF, the CREATOR hereof does hereby name and appoint the FIRST TRUSTEE and ACCEPTOR hereof, namely, JOHN W. BUSH according to the provisions of the foregoing Declaration of Contract and Indenture; and

WHEREAS, John W. Bush in acceptance of the appointment assigned to him/her/them namely, the Position, Title, and Office of FIRST TRUSTEE of this Entity and in that capacity carry out all the expressed and implied duties of this Private Common Law Contract in Trust Form, a Pure Trust - A Family Trust, subject to all the provisions of the foregoing Declaration of Contract and Indenture; and

WHEREAS, John W. Bush in order to secure and exercise the most essential right enjoyed by this Entity, namely, full and complete PRIVACY of the documents and affairs of this Entity, does hereby agree to execute the Covenant of Privacy; and

WHEREFORE THE CREATOR and FIRST TRUSTEE-ACCEPTOR have set his/her/their hand(s) and signature(s) in token of the appointment and acceptance thereof and contracts to perform all the terms, conditions, covenants, mutual covenants, stipulations, and duties imposed, implied, and expressed in the Declaration of Contract and Indenture and herein.

CREATOR:		
Stant & Source	Date: Der 7, 1995	
Signature, as Creator/Fiduciary Trustee of: National Sales Corps		

### ACCEPTED BY:

I the undersigned, hereby accept as FIRST TRUSTEE and ACCEPTOR of National Sales Corps, a Private Common Law Contract in Trust Form, a Pure Trust - A Family Trust, along with all the terms, conditions, covenants, mutual covenants, stipulations, and duties imposed, implied, and expressed in the Declaration of Contract and Indenture and herein.

Dust Date: Dec 7, 1995

# Letter of Understanding as an explanations for transacting commercial and private transaction.

## LETTER OF UNDERSTANDING

PREAMBLE: This Letter of Understanding contract is initiated by the Undersigned, the First Party, hereinafter referred to as "Exchanger(s)" as a: (a) Letter of Understanding contract between the parties named herein to create a Contract document; and to state (b) "Information or knowledge of a fact imputed by law to our personage as U.S. Citizens"; and

Education Purpose: The underlying principle governing this Letter of Understanding is education. The second underlying principle is that of governing the affairs of our estate. We have educated ourselves with information or knowledge of the fact that as U.S. Citizen we have a fundamental choice: (i) To live our lives and conduct the affairs, to include but not limited to, of our family, our estate, and our business(es) under Common Law Jurisdiction; or (ii) To live our lives and conduct the affairs, to include but not limited to, of our family, our estate, and our business(es) under Statutory Jurisdiction. Common Law is the law of the land, the law of the Constitution. Statutory Law is the laws of the several States.

Article I Section 10 of the U.S. Constitution which states: "No state shall... pass any bill...or law impairing the obligation of contracts..."; in addition: Article IV Section 2; Amendments IV; V; VII; and XIV. We choose to exercise this inalienable right to contract guaranteed us by the U.S. Constitution Article I Section 10 to create a private common law Contract in trust form, a Pure Trust, that has exclusive common law jurisdiction to control the affairs of our estate.

We hereby exercise our inalienable Right to contract with a Pure Trust Business Organization, hereinafter referred to as "Second Party", to create a "Contract" document, a Private Common Law Contract in Trust Form". This Contract in case law is known as the "Pure Trust". Quoting from case Law: "A Pure Trust is a contractual relationship in Trust form." Berry v. McCourt, 204 N.E. 2d 235 (1965). "A Trust organization created under the U.S. Constitutional Right of Contract cannot be abridged. The agreement, when executed, creates a Federal organization not under the laws passed by any of the several (State) legislature." Crocker v. Malley, 249 U.S. 233, 39 Sup. Ct. 270. "The creator of a Pure Trust may mold and give it any shape he chooses, and he or the trustees may provide for the appointment of a successor or successors to the trustee or trustees, upon such terms as he may choose to impose." Shaw v. Paine, 12 Allen (Mass) 293; also in Harwood v. Tracy, 118 MO. 631, 24 SW 214.

Now Therefore, in consideration of the terms, conditions, covenants, mutual covenants, stipulations, and performance herein defined above and herein defined below the parties herein agree and state further:

a. The Exchanger(s) contracts to retain Second Party only as defined herein. It is further agreed and understood that full disclosure has been made by Second Party to the Exchanger(s), i.e., Second Party is an educational entity and makes <u>no</u> claim(s) to the Exchanger(s) <u>nor</u> is Second Party a legal expert in regards to the fields of Constitution Law, Trust Law, Tax Law, nor Common Law, etc. and further, the Exchanger(s) assume all liability therefrom; and Page 1 of 3 Pages - Letter of Understanding of: NSCT

Initials:

# Letter of Understanding as an explanations for transacting commercial and private transaction, page 2

- p. Second Party agrees to use only the educational data in its possession, as defined herein, to create a Contract, i.e., a Private Common Law Contract in trust form and makes no warrants or guarantees thereof and assumes no liability therefrom; and
- c. That the Exchanger(s) herein exercises our inalienable Right to Contract as protected by Article I Section 10 of the U.S. Constitution and hereby contracts with Second Party for the: (a) gathering of the necessary information; (b) assembling of the contract document; (c) reviewing the document; (d) properly executing the document; (e) funding the contract-pure trust document, plus a threshold question of whether the Exchanger(s) needs a private common law contract in trust form, a Pure Trust, and Second Party shall have the authority and power to identify and prepare all ancillary documents pertaining thereto.
- d. Upon executing this Letter of Understanding, by the Exchanger(s), one half of the initial educational consulting service remuneration of \_\_\_\_\_ Federal Reserve Notes, hereinafter referred to as "FRNs" is made. All FRNs for educational consulting service remuneration are freely given in good faith and are non-refundable.

Concurrently with the delivery of the Contract, entitled, Declaration of Contract and Indenture and all ancillary documents to the Exchanger(s) the Exchanger(s) shall make final settlement of the initial service balance of \_\_\_\_\_ FRNs.

- 1. This Letter of Understanding shall not be valid and enforceable unless it is properly executed by the Parties herein and their initials affixed to each page thereon and made a part hereof, except for the signatory pages.
- 2. All Parties herein are entering into this Contract in good faith on the assumption that all disclosures and information are complete and accurate to the best of their knowledge and belief. These assumptions are material to the Contract.
- 3. All Parties herein acknowledge that this Contract shall be prepared in Duplicate. Both Contracts shall be executed by the Parties herein and both Contracts shall be considered as original, legal, binding, and enforceable.
- 4. The Exchanger(s) acknowledges that the intent and purpose of this Contract is clear, definite, and certain by the words that are set out herein.
- 5. The Exchanger(s) acknowledges: That the educational knowledge afforded them and the ability to control the affairs of their estate they are seeking to have created a Contract, i.e., a private common law contract in trust form, a Pure Trust, for their private use and are not seeking a Living Trust or any trust type thereof.
- 6. The Exchanger(s) unequivocally declares and states that they are not requesting nor contracting for the creation of a statutory Living Trust nor any type of statutory trust thereof. The Contract desired herein by the Exchanger(s), a private common law contract in trust form, is a lawful, enforceable and legally binding contract protected by the law of the land, i.e., "The Constitution of the United States".

  Page 2 of 3 Pages Letter of Understanding of: NSCT

  Initials:

# Letter of Understanding as an explanations for transacting commercial and private transaction, page 3.

- 7. The parties herein certify by and with their signatory that this contract is an "arm length" agreement. This certification, by the parties herein, is of such quality, force, and value to serve as sufficient evidence by any review thereof for the purpose of Judicial Notice, wherein, the act of conducting a review, or framing its decision will, of its own motion, and without production of evidence, recognize the existence and truth of certain facts, having a bearing on the controversy.
- 8. All parties herein agree that this Letter of Understanding shall be made retroactive to the date of the creation of this Entity.

SIGNED AND DELIVERED on the Date as appearing after each Signatory.

Party of the First Part -		
JOHN W BUSH (Print Name of First Party)	306 CONSTITUTIONS A	ve Soute 5
(Print Name of First Party)	Print Street Address and then P.O. Box)	
PERTSMONTH	VA	23704
(City)	(State)	(Zip)
Business Telephone: 757-398	0015 Fax #: 757	3980614
Social Security or Federal EIN  By:  (Signature of First Party)	#: 227 72 4799  Date Executed: 7	Oct 96
Party of the First Party -		
N/A (Print Name of First Party)	Print Street Address and then P.O. Box)	
(FILME Mame Of Files Fally)	Time below marche and the box,	
2//2/		
(City)	(State)	(Zip)
Business Telephone:	Fax #:	
Social Security or Federal EIN	#:	
By:N/A	Date Executed:	
APPROVED AS TO FORM and ACCEPTE	ED BY:	
D & N Group - Second Party: Asset Protection Division  By:  Signature, on Behalf of: D & N Group, all r.	Title: Lecunic	Theyree
Date Executed: /0-496		
C:NSCT-60G.DOC 12/04/95 Page 3 of 3 Pages -	Letter of Understanding of: NSCT	

# Notice of Managers Power

# NOTICE AND AFFIDAVIT OF MANAGER'S POWERS OF: NATIONAL SALES CORPS

COMMONWEALTH OF: VIRGINIA
COUNTY OF: Partomouth

Comes now John W. Bush, the BUSINESS TRUST MANAGER of: National Sales Corps, a Family Trust, and makes the following Notice and Affidavit,

### TO WHOM IT MAY CONCERN:

- 1. That I am the Business Trust Manager of National Sales Corps, a Private Pure Trust A Family Trust, with EIN #54-1780575 dated \_\_\_\_\_\_\_ December 1995, hereinafter referred to as ("Entity"); and
- 2. That I have the authority to make this Notice and Affidavit and to act for and on behalf of the named National Sales Corps, a Family Trust; and
- 3. That my authority includes, without limitation, the power to execute contracts of any kind and description; to buy, sell, and deal with assets real and personal property of all kinds; to direct and control the routine day-to-day management concerning any opportunity that may benefit this Entity; to sell or exchange assets; to make investments of any and all kinds; to pay debts and obligations; and to perform any or all other actions or functions, and I have full powers which any person in the world would have naturally or by law; and
- 4. That my signature as the **Business Trust Manager** is sufficient to execute any conveyance, deed, lease, contract, commercial paper, debt obligation, and any other document or agreement binding upon this Entity; and
- 5. That this Notice and Affidavit shall give "Sufficiency of Notice" to any and all appropriate party(s) thereof; and
- 6. That this Notice and Affidavit may be relied upon in whatever State and where ever deemed to be beneficial to this Entity by the Business Trust Manager.

That this Notice and Affidavit shall be retroactive to the date of the creation of this Entity.

FURTHER AFFIANT SAYETH NOT:

Date: 7 Oct 1996

Signature, as Business Trust Manager of: National Sales Corps

Page 1 of 2 Pages - Notice and Affidavit of Business Trust Manager's Powers

# Notice of Managers Power, notary page

STATE OF: ARKANSAS

COUNTY OF: PULASKI

## ACKNOWLEDGMENT

On this day before me, a Notary Public for the State and County aforementioned, personally appeared D & N GROUP, Creator/Fiduciary Trustee of: National Sales Corps, by and through its Executive Trustee Paul E. Emerson and paid Twenty One Federal Reserve Notes (21) as consideration to the Exchanger(s), John W. Bush, creating National Sales Corps, a Private Common Law Contract in trust form, a Family Trust in accordance with the Declaration of Contract and Indenture of this Entity.

The representative of D & N Group, Paul E. Emerson, was identified by Florida Drivers License or Social Security #: E562 685 35 300 OFL; John W. Bush is the Exchanger-Acceptor of National Sales Corps on this Notice and Affidavit.

Dated this the 4th day of October 1996.

Melissa B. VANDIUER

Print Name of Notary

Signature of Notary Public

My Commission Expires: 4/4/99

Page 2 of 3 Pages - Notice and Affidavit: Consideration Paid: National Sales Corps

# Issuance of a EIN number by the IRS for NSC

DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE PHILADELPHIA PA 19255 DATE OF THIS NOTICE: 12-14-95 NUMBER OF THIS NOTICE: CP 575 G EMPLOYER IDENTIFICATION NUMBER: 54-1780575 FORM: SS-4 (TELE-TIN) 2820903992 B

NATIONAL SALES CORPS % JOHN W BUSH 306 CONSTITUTION AVE STE 5 PORTSMOUTH VA 23704 FOR ASSISTANCE CALL US AT: 804-649-2361 LOCAL RICHMOND 1-800-829-1040 OTHER VA

OR WRITE TO THE ADDRESS SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Tele-TIN phone call. We assigned you employer identification number (EIN) 54-1780575. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

If you're required to deposit for employment taxes (Forms 941, 943, 940, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), we will send an initial supply of Federal Tax Deposit (FTD) coupon books within five to six weeks. You can use the enclosed coupons if you need to make a deposit before you receive your supply.

Based on the information shown on your Form SS-4, you must file the following forms(s) by the date we show.

## Form 1120

### 03/15/97

If the due date has passed please complete the form and send it to us by 12-29-95. If we don't receive the form by that date additional penalties and interest will be charged. If you weren't in business or didn't hire employees for the tax period shown, please file the form showing that you have no liability.

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have any questions about the forms shown or the date they are due, you may call us at 1-800-829-1040 or write to us at the address shown above.

X

# Acknowledgement by the IRS that NSC has no tax liability

# INTERNAL REVENUE SERVICE

Department of the Treasury

Internal Revenue Service Center Northeast Region

PO Box 245, Bensalem, PA 19020 Attn: DP 334, Philadelphia, PA

National Sales Corps 306 Constitution Ave., Suite 5 Portsmouth, VA 23704

Person to Contact:
Maryanne Slater
Telephone Number:
(215)516-2087
Refer Reply to:
Chief, Entity Section
August 27, 1996

# Dear Taxpayer:

We are sorry, but we cannot process your application for an Employee Identification Number (EIN). You have stated there is no tax liability, therefore, an Employee Identification Number is not required.

Use of an Employee Identification Number other than that issued by the Internal Revenue Service is prohibited.

If you have any questions, or if we can be of further assistance, please call Michelle Trinacria on (215) 516-2148.

We are sorry for any inconvenience we may have caused.

Sincerely,

Maryann Slater Chief, Entity Section

# Acknowledgement by the IRS a sister trust has no tax liability in 1997

From: Richard W Dahlem To: John Bush

Date: 6/11/97 Time: 4:28:42 PM

Page 1 of 1

06/11/97 WED 15:25 FAX 9729919553

ICCI

21001



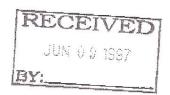
AUSTIN, TX 73301

DMB Clearance No.: 1545-0092

In reply refer to: 1817107351 June 06, 1997 LTR 0C 75-2675006 0000 00 000

00018

HIH-SI UBT % RICHARD W DAHLEM 3554 GARDEN BROOK DALLAS TX 75234-2443547



Dear Taxpayer:

Thank you for your correspondence dated April 22, 1997.

According to your correspondence the above trust is a Private, Common Law, Unincorporated Business Trust Organization and should NOT have any Federal Tax Return filing requirements. If your trust doesn't have to file any Federal Tax Returns, you don't need an employer identification number(EIN). Therefore, we have canceled your EIN and it has been deleted from our records.

If you have any questions about this letter, please write to us at the address shown at the top of the first page of this letter. If you prefer, you may call the IRS telephone number listed in your local directory. An employee there may be able to help you, but the office at the address shown on this letter is most familiar with your case.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone	Number	(	)	Hours
-----------	--------	---	---	-------

------ We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,

Itary C. Williams Stacy C. Williams Chief, Processing Division

# Original Appointment of Statutory Agent NSC Ohio



Prescribed by SHERROD BROWN Secretary of State 30 East Broad Street, 14th Floor Columbus, Ohio 43268-0418

G0535-0496

The undersigned, being HATIONAL SALES		to it was been printed to:
The state of the s	(Name of Gerpotation)	, heraby appoint
JOHN W. BUSH		10 be statutory agent upon whom any
(Name of Ag rocess, notice or demand re- t served.	B7()	catule to be served upon the corporation may
Complete address of the	agent is: 12123	Bear Valley Court
		(Sireot)
	Cincin	nati, Ohio 45241
	***************************************	(City or Wilage)
<u> </u>		County, Ohlo 45241 (Zip Code)
Date: Narch 25,	1590 She X. Bu	W Suck
*	-	(Inecrporator)
,		(incorporator)
	Instruction	и
Profit and non-profit articles 1701.04(0), 1702.04(0)	of incorporation must be	accompanied by an original appointment of agent. P.S.
or a foreign profit conscration	libensed in Ohlo which has	person who is a recident of Ohio, or (b) an Ohio corporate a business address in this state and is explicitly euthorize nt. R.C. 1701.07(A), 1702.06(A).
The agent's complete street 1702 06(0).	appress must be given a p	ost effice box number is not acceptable. R.C. 1761.67(C)
An original appointment of ap 9.0, 1961,07(6), 1762,06(6)	junt form must be algored by	at least a majority of the incorporature of the corporation

# Articles of Incorporation National Sales Corps, Inc.

. ( Chuta 770221)

G0S35-0494



### ARTICLES OF INCORPORATION

QZ

## MATIONAL SALES CORPS, INC.

The undersigned, being a citizen of the United States, who desires to form a corporation for profit under the Obio Revised Code, does hereby certify as follows:

FIRST. The name of the corporation shall be National Sales Corps, Inc.

SECOND. The place in Obio where its principal office is to be located is Hamilton County, Cincinnati, Ohio.

THIRD. The purposes for which the corporation is organized whall be:

To engage in any lawful act or acts for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Otio Revised Code.

POURTH. The maximum number of shares which the componation is authorized to have outstanding is seven bundred fifty (750) all of which shall be common shares, without per value.

rifth. No holder of any shares of this corporation shall have any pre-emptive rights to subscribe for or to purchase any shares of this corporation of any class whether such shares or such class be now or hereafter suthorized to purchase or subscribe for securities convertible into or exchangeable for shares of any class or to which shall be attached or appartained any warrants or rights entitling the holder thereof to purchase or subscribe for shares of any class.

SIXTH. This corporation, through its Board of Directors, shall have the right and power to purchase any of its outstanding shares at such price and upon such terms as may be agreed upon between the corporation and any selling shareholder.

SEVENTH. The affirmative vote of shareholders entitled to exercise a majority of the voting power shall be required to amend these Articles of Incorporation, approve sergers and to take any other action which by law must be approved by a specified percentage of all outstending shares entitled to vote.

# Secretary of State National Sales Corps, Inc.

# UNITED STATES OF AMERICA. STATE OF ORIO. OFFICE OF THE SECRETARY OF STATE.

1, Sherrod Brown

do nearby certify that I am the duly silected, qualified and present arting Secretary of State for the State of Ohio, and as such have austody of the records of Ohio and Foreign corporations, that said records show MAIRCHAL SALES CORPS, INC., an Orio Componetion, Charter No. 7702Z1, having its principal location in Cincinnett, Spunty of Hamilton, was incorporated on March 30, 1990, is currently in GOOD STANDING upon the records of this office.



WITNESS my band and official seal at Chinaminus, Ohio, this

3ely AD19 90

Secretary of State

# Registration of Bailment Contract In Arkansas

BAILMENT CONTRACT

APR 0.5 2018

KADE HOLLIDAY

THIS BAILMENT CONTRACT by and between NATIONAL SALES CORPS, a Private Common Law Contract in trust form, a Pure Trust, hereinefter referred to as "Ballor" or "Entity"; and

JOHN W. BOSH, an individual with intellectual properties and experience in all aspects of the invastment and business, hereinafter referred to as "Bellee" or "Manager" or "Ballee-Manager"; or "Business Manager"; and

The parties herein shall hereinafter collectively be referred to as "Parties herein" or "parties herein": This Bailment Contract shall hereinafter be referred to as "Contract" or "contract"; and

### Definition:

1.0 She'llmeent — A delivery of goods or personal property, by one person to another, in trust for the executive of a special object spon or in relation to such goods or personal property, baselicial either to the belief or bailer at both, and upon a contract, express or implied, to perform the trust and carry out such object, and thereupon either to redeliver the goods to the tabler or otherwise dispose of the same in confermity with the purpose of the trust. Felder v. Stale, 32 Not. Ct. h. 631, 25 No. 635.

The term "bellears" is derived from the French and "belllar", meaning "to deliver". It imports a delivery of personal property by one person to another in trust for a specific purpose, with a contract, approach in implied, that the trust shall be faithfully seconded and the personal property returned or duly accounted for when the opening purpose is accomplished or hapt until bellow chains it. Communealth v. Polk, 756 Sy. 100, 75 S.M. 2d Vel, 764.

Mow Therefore, in consideration of terms, conditions, covenants, autual covenants, stipulations, and performance herein defined above and herein defined below the parties herein agree and state further:

2.0 Bailed-Manager; In accordance with the Osclaration of Contract and Indenture of Generalization Group ("Entity"), the Creator/Fiduciary Trustee of Entity hereby chooses the Bailed-Manager of Entity. The conditions precedent for Bailed-Manager to accept this contractual position are: (i) Read, understand, acknowledge, and agree to the terms and conditions herein by executing this Bailment Contract; and (ii) Read, understand, acknowledge, and agree to the terms and conditions of the Covenant of Privacy of Entity by executing thereon. The Eailed-Manager shall hereinafter be referred to as "Bailed-Manager" or "Manager" or "Business Manager".

Page 1 of 8 Pages - Bailmant Contract af: FSCT

Initials:

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# **Dun & Bradstreet Information**



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The U.S. Constitution **IS** the Supreme Law for the Republic of United States of America