

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 Administrator with jurisdiction to act independently of FanastiasEstates™ to fulfill the Scholarships 4 Us® Operating Agreement

Appropriation

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

FanastiasEstates™ Operating Agreement

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

Master Plan

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

Scholarships 4 Us® Operating Agreement

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

Trustee

a group of people entrusted by the founder, Michael Vincent Duncombe, with granted authority to execute the FanastiasEstates™ Operating Agreement under the jurisdiction of the founders' Trust



The Master Plan

FanastiasEstates™ 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 profits from Scholarships 4 Us® to form *'Heaven in Existence.'*

FanastiasEstates™, LLC was founded in 2020 by Michael Duncombe as the holding company of Scholarships 4 Us® to provide a strategic agenda for the use of its annual profits. The profits shall be used to invest in projects that provide comprehensive ideas to form America's Modern Education System and to balance 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 solutions - 4 Us.

In the words of St. Michael...



will have impacted nearly every household in America and all the souls of Goodwill

may follow



Reason, Purpose; Fulfillment.

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 a Good Person 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 FanastiasEstates™ so long as each person stays in Heaven.

Since the Source of funding for FanastiasEstates™ is Scholarships 4 Us®, business operations are not dependent on the ROI from it. What this means is that market-based fluctuating rates may be accountable to ownership and not the renter or tenant. The revenue shall then be used as The Source of Funding for capital improvements or community functions, and to create long-term projects of tiny homes and other economically efficient housing solutions for individuals and families. All the profits of Scholarships 4 Us® will be assigned to a specific project and recorded in *'this'* Operating Agreement as either an Allocation or Appropriation.



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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 and/or trustees determine.

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 the owner and/or trustees determine.

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 12st, 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 and/or trustees determine.



VI. MISSION STATEMENT

FanastiasEstates™ invests in affordable, sustainable, and prudent solutions- 4 Us.

VII. MOTTO

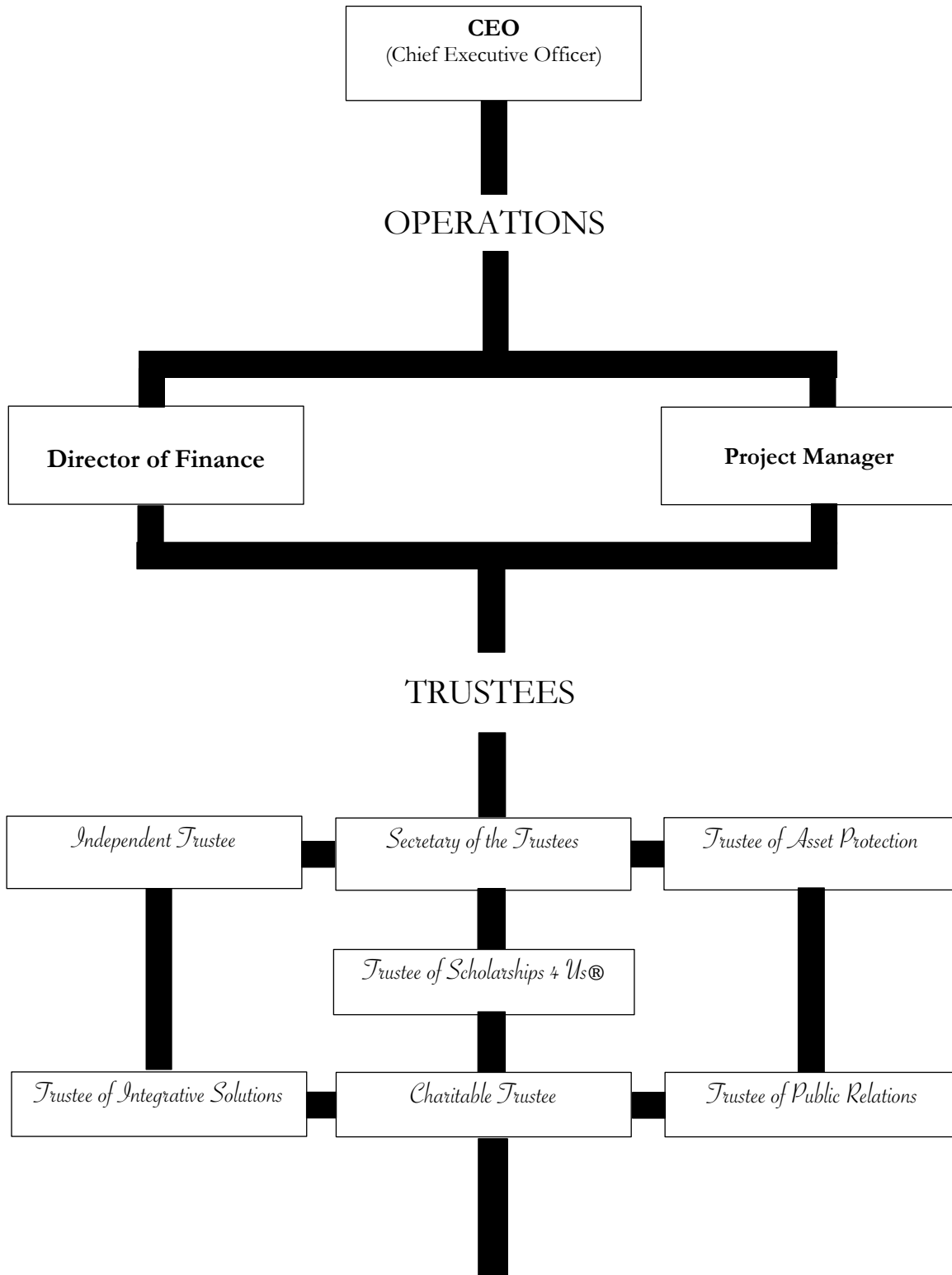
Fulfilling our purpose by creating an inclusive environment through building relationships and inspiring communities to advance the Common Good.

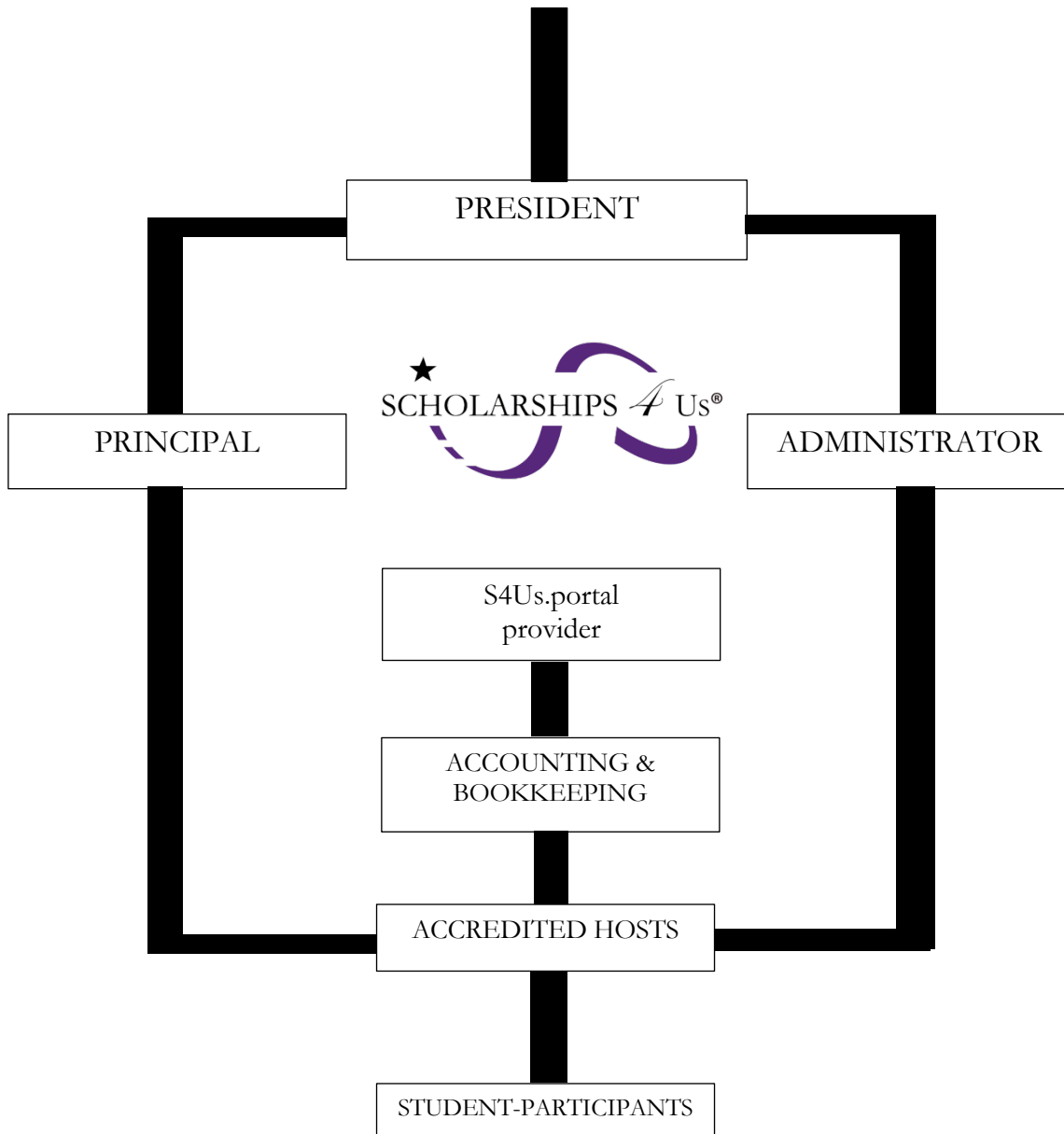
VIII. BUSINESS PURPOSE

The reason for the founding of FanastiasEstates™ is to be the governing authority over Scholarships 4 Us® and fulfill the Purpose of Formation by prudently managing the profits of Scholarships 4 Us.® FanastiasEstates™ invests in projects that provide comprehensive solutions to the inadequacies of quality housing and systems that are designed for the Common Good. 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 solutions- 4 Us.



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 Director of Finance is appointed by the Trustees according to the Trustee Voting principles expressed on [Page XX](#) of *this* Operating Agreement. The Director of Finance may be an affiliate of the Accounting & Bookkeeping organization that performs the financial services for FanastiasEstates™ and/or Scholarships 4 Us® or an independent third-party. The Director of Finance' objective, qualifications, and accountabilities are expressed on [Page XI](#) of *this* Operating Agreement.





Fanastasia's EstatesTM

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

- Understand the Scholarships 4 Us[®] Operating Agreement and hold the Fanastasia's EstatesTM Operating Agreement as the constitution to achieving the Master Plan
- 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



- 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



C. **PROJECT MANAGER**

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





Fanastasia's EstatesTM

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

- Understand the Scholarships 4 Us[®] Operating Agreement and hold the Fanastasia's Estates Operating Agreement as the constitution to achieving the Master Plan
- 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



D. TRUSTEES

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





POSITION: Trustees (7)

TYPE: Non-Employee Service

TERM: Continuing

COMPENSATION: Fixed Service Fee

Position Titles

1. Secretary of the Trustees

-coordinate, schedule, and manage Trustee meetings to ensure accountabilities are fulfilled

2. Independent Trustee

-an appointed third-party to assist in the management and administration of the Trust

3. Trustee of Asset Protection

-strategists to legally shield business and personal assets from claims

4. Trustee of Integrative Solutions

-facilitate, design, and coordinate the implementation of business systems to maintain optimal functionality

5. Trustee of Scholarships 4 Us®

-financial oversight of The Trust of Scholarships 4 Us® and the disbursement of Student-Participants ESA funds

6. Charitable Trustee

-holds appropriations recipient(s) accountable for usage of the funding

7. Trustee of Public Relations

-perform media relations oversight including contributing to the formation of public statements and social media marketing, review and coordinate sponsorship and partnership opportunities and marketing strategies



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 the FanastiasEstates™ Operating Agreement is followed to fulfill the Master Plan.

Accountabilities

- Understand the Scholarships 4 Us® Operating Agreement and FanastiasEstates™ Operating Agreement
- Appoint the Director of Finance
- Appoint the Project Manager
- Appoint Scholarships 4 Us® Appointed Governing Members
- 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
- 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
- Host quarterly meetings with the Appointed Governing Members of Scholarships 4 Us®

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

- Understand the Scholarships 4 Us® Operating Agreement and Fanastasia's Estates™ Operating Agreement
- 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 Trustees, Appointed Governing Members, Director of Finance, and Project Manager in the case of a tragedy
- 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 FanastaciasEstates™ Operating Agreements
- 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



1. **TRUSTEE VOTING**

- a) The Founder & CEO, Michael Vincent Duncombe, will appoint the first Trustees and work together with them to appoint the Operations positions: Director of Finance and Project Manager. The team of (9) shall be recognized as the Founding Family.
- b) There shall be (7) Trustees in all votes with each Trustee permitted (1) vote.
- c) There shall be (7) Trustees and (2) Operations positions for a total of (9) votes for all of FanastaciasEstates™ allocated projects.
- d) All decisions are determined by 100% vote.
- e) The Secretary of Trustees must be voted-in by the majority (6) Trustees and become a signer on the business accounts.
- 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

FanastaciasEstates™ 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 may be removed from their appointed position by the majority (6) Trustees according to [Section IX.E.i.\(1\)](#) of *this* Operating Agreement.
- h) A Trustee can be removed from their appointed position by the majority (6) Trustees according to [Section IX.E.i.\(1\)](#) of *this* Operating Agreement.
- i) Only the (7) Trustees have the Authority of Removal for a Operations, Appointed Governing Member, and the Scholarships 4 Us® Match Award Director.
- j) Only the (7) Trustees have the jurisdiction to amend the FanastaciasEstates™ Operating Agreement and Scholarships 4 Us® Operating Agreement.

(1) AUTHORITY OF REMOVAL

Trustees, Operations, Appointed Governing Members, and the Scholarships 4 Us® Match Award Director is entrusted to represent FanastaciasEstates™ and Scholarships 4 Us® with integrity and to fulfill the Master Plan. Trustees, Operations, Appointed Governing Members, and the Scholarships 4 Us® Match Award Director may be removed from their appointed position following the process in [Section XII.C](#) of the FanastaciasEstates™ Operating Agreement under either one of the following conditions:

(a) Cause for Removal

- (i) Forming a relationship with 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 Trustees determinantal to FanastaciasEstates™ and Scholarships 4 Us® brand.

If a Trustee is removed from their position, then it shall result in the immediate termination of remuneration according to [Section IX.E.4](#) of *this* Operating Agreement.



2. **NOTICE OF RESIGNATION**

An appointee must provide no less than 6-months' Notice of Resignation.

a) **FAILURE TO PROVIDE NOTICE**

An intentional failure to provide no less than 6-months' Notice of Resignation will result in immediate termination of remuneration.

3. **TRUSTEE JURISDICTION**

- a) The appointment of Trustees, Operations, Scholarships 4 Us® Governing Members, and the Scholarship Match Award™ Director
- b) The Authority of Removal
- c) Amendment(s) of FanastiasEstates™ and Scholarships 4 Us® Operating Agreements
- d) Establishing business financial accounts and the assignment of Signer(s)
- e) Disbursements of Allocations and Appropriations

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 with no less than a 6-months' Notice of Resignation:

a) Secretary of the Trustees

--

b) Trustees

--

F. OPERATIONS REMUNERATION

1. Director of Finance

2. Project Manager

G. OPERATIONS JURISDICTION

1. ALL projects must get voted approval with the Trustees in order to be executed according to Section IX.1.C of *this* Operating Agreement

H. TERM LIMITS

The Trustees, Operations, Appointed Governing Members of Scholarships 4 Us®, and the Scholarship Match Award™ Director shall be eligible to remain in their appointed position until the person is removed, resigns, becomes unable to perform the accountabilities, or reaches their expiration of eligibility according to Section IX.I. of *this* Operating Agreement. Term Limits shall be reviewed and determined on an individual basis and voted by the majority (6) Trustees.

1. 25TH birthday - 55TH birthday



I. EXPIRATION OF ELIGIBILITY

A person may fulfill the accountabilities of their appointed position until their 65th birthday.

J. RETIREMENT PLAN

FanastiasEstates™ 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. Further Retirement Plan(s) may be offered for appointees but would require 100% vote to amend the FanastiasEstates™ Operating Agreement by all (7) Trustees.



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

Account Details

Name of Institution

Address

Scholarships 4 Us® Account Manager

Account Details

Name of Institution

Address

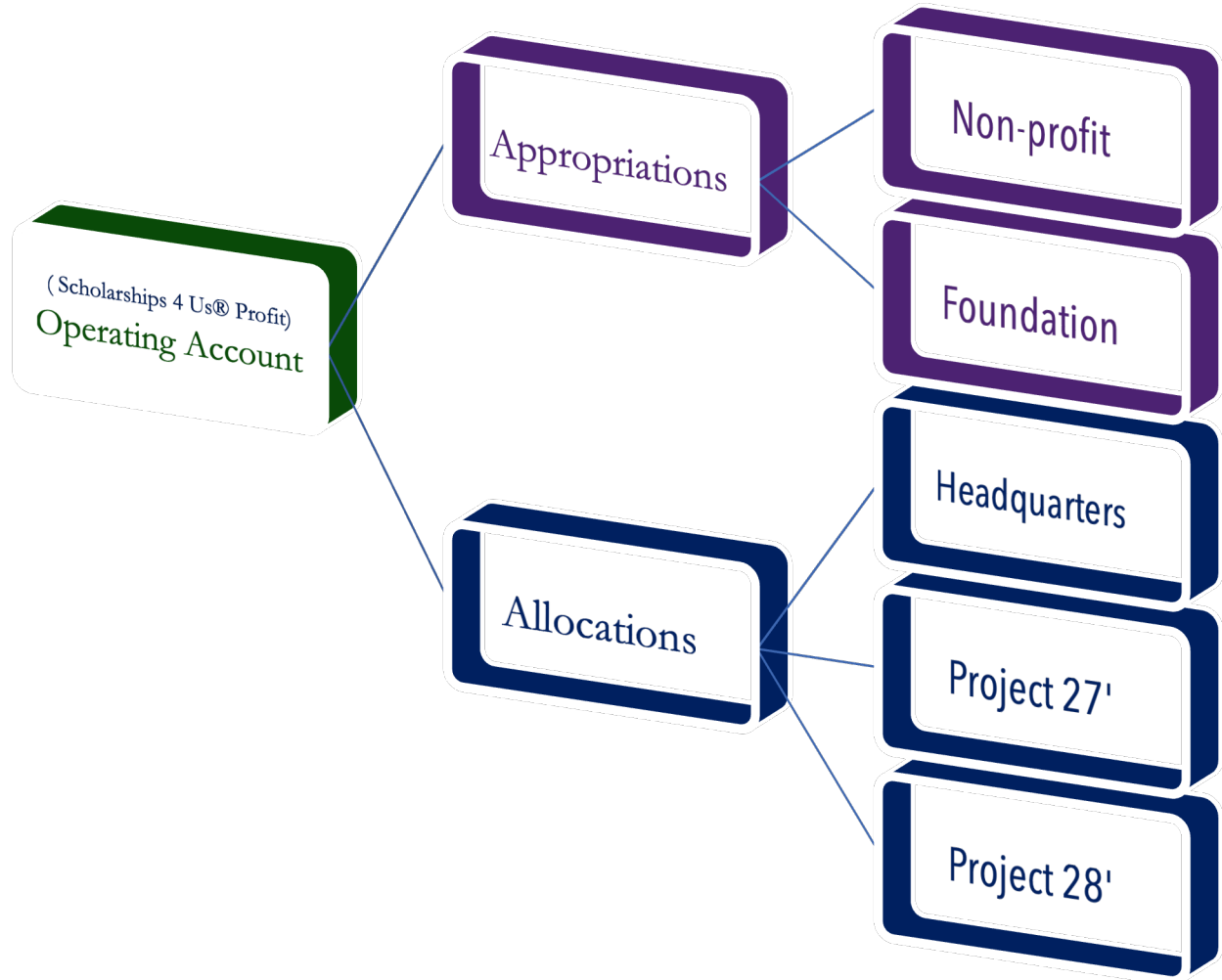
A. Interest On Accounts

FanastiasEstates™ and 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 of FanastiasEstates™ will consists of no less than three business 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 business expenditures and salaries.

1. Remuneration

a)	CEO	CEO
b)	Director of Finance	Director of Finance
c)	Project Manager	Project Manager
d)	Secretary of the Trustees	Secretary
e)	Independent Trustee	Trustee
f)	Trustee of Asset Protection	Trustee
g)	Trustee of Scholarships 4 Us®	Trustee
h)	Trustee of Integrative Solutions	Trustee
i)	Charitable Trustee	Trustee
j)	Trustee of Public Relations	Trustee



B. APPROPRIATIONS

Authorized funds for contributions to foundations or non-profits to maximized tax benefits.

1. Organizations

a) Name

EXAMPLE

Percentage %

b) Name

EXAMPLE

Percentage %

c) Name

EXAMPLE

Percentage %

d) Name

EXAMPLE

Percentage %

e) Name

EXAMPLE

Percentage %



C. ALLOCATIONS

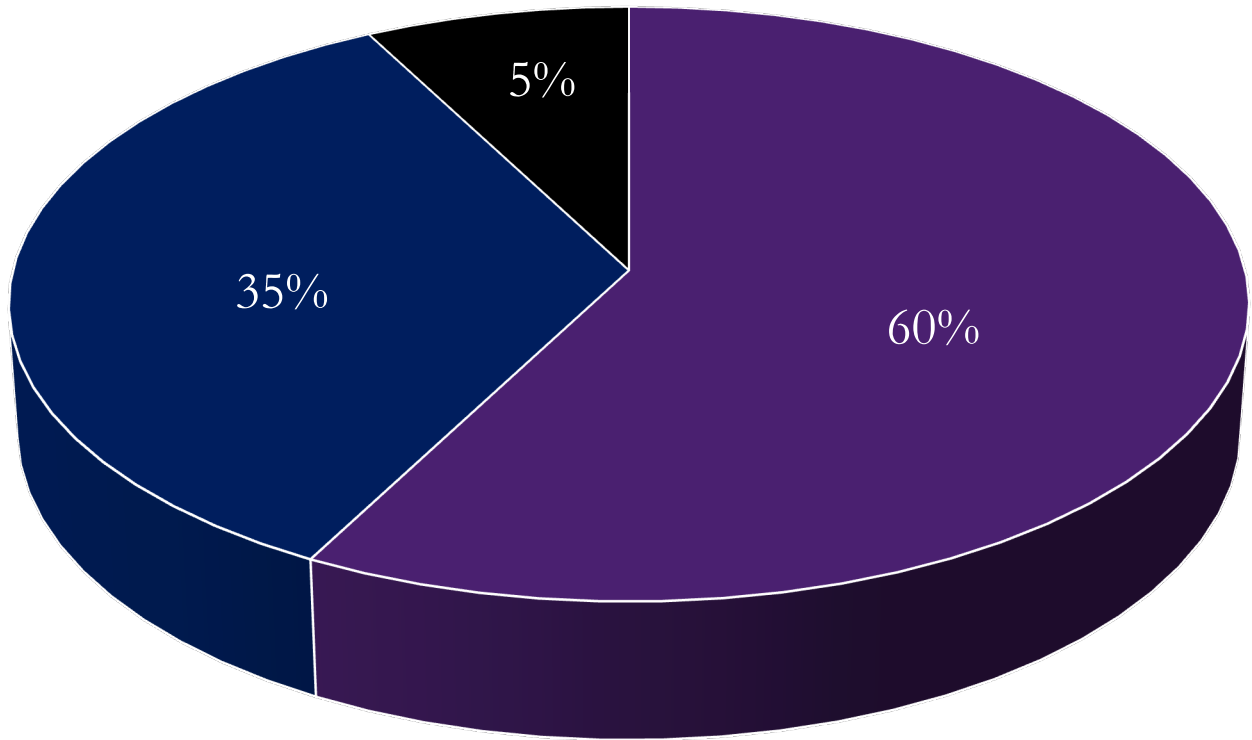
Authorized funds for the expense of a project and/or interest of returns for FanastiasEstates™.

1.	Headquarters	Project Title
2.	FanastiasEstates™ @ 28'	Project Title
3.	FanastiasEstates™ @ 29'	Project Title
4.	FanastiasEstates™ @ 30'	Project Title
5.	FanastiasEstates™ @ 31'	Project Title
6.	FanastiasEstates™ @ 32'	Project Title
7.	FanastiasEstates™ @ 33'	Project Title
8.	FanastiasEstates™ @ 34'	Project Title
9.	FanastiasEstates™ @ 35'	Project Title



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™, LLC is the umbrella company of Scholarships 4 Us®, LLC and holds jurisdiction over the company's Operating Agreement and to appoint the Appointed Governing Members.



A. APPOINTED GOVERNING MEMBERS

The Appointed Governing Members of Scholarships 4 Us® are the President, Principal, and Administrator. The members are voted with 100% vote of the (7) Trustees and shall execute the Scholarships 4 Us® Operating Agreement according to the expressed corresponding accountabilities on page V, VI, and VII.

B. REMUNERATION

An Appointed Governing Member shall receive remuneration expressed in Section XX of the Scholarships 4 Us® Operating Agreement.

C. AUTHORITY OF REMOVAL PROCESS

If an Appointed Governing Member commits either a Cause or Reason for Removal according to Section IX.D.1.J.(1) of the FanastiasEstates™ Operating Agreement then a letter must be sent by the Secretary of Trustees notifying the Appointed Governing Member of the act in question with verifiable evidence. The following process shall be implemented:

1. The Appointed Governing Member has 24 hours to respond in writing.
2. The Trustees will vote with 100% of the (7) Trustees for either 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 fill that position. The Order of Succession Model shall take precedence according to Section VIII of the 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 (7) Trustees



3. APPOINTMENT

The appointed person must complete the corresponding Appointment Agreement.

E. ADMINISTRATOR SUCCESSION

According to [Section X](#) 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 shall be appointed. The selection process must begin no less than 6-months prior.

F. TRAGEDY PROCESS

In the case in which all three Appointed Governing Members decease or become unable to perform their accountabilities the Trustees must immediately stop all Scholarships 4 Us® Accredited Events until the reappointment of its governing members has been fulfilled.

1. FOUNDERS' PASSING

In the case in which the founder, Michael Vincent Duncombe, passes-through then all Scholarships 4 Us® Accredited Events shall immediately stop until all affairs are in order. The Trustees will notify the Appointed Governing Members when events may resume.

G. BALANCE OF TIME ENFORCEMENT

It is the accountability of the Trustees to ensure that each governing member maintains within their Eligibility time period 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 appointed Scholarships 4 Us® Award Director and managed according to the accountabilities expressed on [Page XXXIV](#) of the FanastiasEstates™ Operating Agreement. The Scholarship Match Award™ Director shall be vote in by 100% vote by the (7) Trustees of FanastiasEstates™.





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 is beneficial
- Financial Aid background is beneficial
- Technologically sound is a must
- Travel is required

Accountabilities

The Scholarship Match Award™ Director is appointed by the ownership company to ensure the Scholarship Match Award™ is prudently managed and operated according to the Scholarship Match Award™ document. 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 Scholarship Match Award™ Director is responsible for maintaining website updates and the final decision in the selection-making process. 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, Scholarship 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 Scholarship Match Award™ Director commits either a Cause or Reason for Removal according to Section IX.D.1.J.(1) of the FanastiasEstates™ Operating Agreement then a letter must be sent by the Secretary of Trustees notifying the Scholarship Match Award™ Director of the act in question with verifiable evidence. The following process shall be implemented:

- a) The Scholarships Match Award™ Director has 24 hours to respond in writing.
- b) The Trustees will vote with 100% of the (7) Trustees for either 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 Scholarship Match 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 Scholarship Match 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 Scholarship Match™ Award Director may provide no less than a 6-months' Notice of Resignation 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.

4. APPOINTMENT PROCESS

If the Scholarship Match Award™ Director is removed, resigns, becomes unable to perform the accountabilities, or reaches their Expiration of Eligibility, then the Trustees must appoint the succeeding Scholarship Match Award™ 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 (7) Trustees.

c) APPOINTMENT

The selected person must complete the corresponding Appointment Agreement.

5. TERM LIMITS

The Scholarship Match 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) 25th birthday - 55th birthday

6. EXPIRATION OF EILIGILITY

A person may fill the role of the appointed Scholarship Match Award™ Director until their 65th birthday.

7. RETIREMENT PLAN

FanastiasEstates™ 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. Further Retirement Plan(s) may be offered for appointees but would require 100% vote to amend the FanastiasEstates™ Operating Agreement by all (7) Trustees.



8. JURISDICTION

The Scholarship Match 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) for the Scholarship Match Award™ is held by the Scholarship Match Award™ Director unless otherwise notified by the Trustees.

I. INDEPENDENT AUDITOR

If the Scholarships 4 Us® Appointed Governing Members submit a request for an Independent Auditor according to Section XVI of the Scholarships 4 Us® Operating Agreement, then the Trustees must hire legal counsel.

XIII. BUSINESS OPERATIONS PLATFORMS

The accounting system(s) and any other platform(s) used by FanastaciasEstates™ and/or Scholarships 4 Us® to manage the business operations shall remain in-use unless 100% vote is made for a more efficient solution by the (7) Trustees, (2) Operations, and (3) Appointed Governing Members of Scholarships 4 Us®.

XIV. TAX-FILING

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

XV. SELL OR BUY OPTION

The sale *of* or option *to* purchase FanastaciasEstates™, LLC is forbidden by the sole authority of the *company* founder, Michael Vincent Duncombe. All business operations shall be expressed and executed according to the FanastaciasEstates™ Operating Agreement and his Estate Plan. Michael Duncombe's Estate Plan will be expressed in his 'Trust and Will.'



Principles

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 should be completed by the Trustee of Public Relations or an approved appointee.





Fanastasia's EstatesTM

Operating Agreement

© 2025. FANASTASIASESTATESTM, LLC. ALL RIGHTS RESERVED.



ECommerce

Fulfillment Agreement

& Amendments



Happy Jax Designs

Minsky Digital LLC, DBA Happy Jax Designs™

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

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DATE: 4/24/24

owner David Minsky

Minsky Digital LLC, DBA Happy Jax Designs™

This, ECommerce Fulfillment Agreement, is between Fanastasia's Estates™, the umbrella company of Scholarships 4 Us®, and David Minsky, the owner of Minsky Digital LLC, DBA Happy Jax Designs™.

The place of business is 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 24th, 2024.

No less than a 30 Day written Notice of Request to Dissolve is required if inventory is in stock and there are pending orders to fulfill. If there is no inventory in stock and pending orders to fulfill then the agreement may be dissolved with no less than a written 48 hour Notice of Request to Dissolve. If *this* ECommerce Fulfillment Agreement is dissolved by Fanastasia's Estates™ on the basis of the inability to be able to fulfill the Terms of The Agreement expressed on Page 3 of *this* 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 David Minsky, the owner of Minsky Digital LLC, DBA Happy Jax Designs™.

If *this* ECommerce Fulfillment Agreement is dissolved by Fanastasia's Estates™ for any other reason than that of the inability to be able to fulfill the Terms of The Agreement expressed on Page 3 of *this* ECommerce Fulfillment Agreement, then Fanastasia's Estates™ shall be accountable to purchase ALL remaining inventory from David Minsky, the owner of Minsky Digital LLC, DBA Happy Jax Designs™, within 30 Days of the Date of Dissolution.

If David Minsky, owner of Minsky Digital LLC, DBA Happy Jax Designs™, 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 Minsky Digital LLC, DBA Happy Jax Designs™. 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 profit Mark-Up's due to Scholarships 4 Us® must be disbursed within 30 days of the Date of Dissolution.

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TERMS OF THE AGREEMENT

- I. Fanastasia's Estates™ will not have an association with a person(s) or business(s) that willfully engage in an action, publicly or privately, that constitutes bigotry, discrimination, hate, physical violence, politicization, or any other action determined to be detrimental to the Fanastasia's Estates™ or its subsidiary company, Scholarships 4 Us®, brand.
- II. Fanastasia's Estates™ shall provide the **Initial Investment** of **ALL** products in the Fanastasia's Estates™ Store that require an Initial Investment. Scholarships 4 Us® shall provide the Initial Investment for **ALL products** in the Scholarships 4 Us® Store that require an Initial Investment.
- III. After the Initial Investment, it is the responsibility of Minsky Digital LLC, DBA Happy Jax Designs™, to financially maintain inventory that must not exceed **60 days** of **projected sales**.
- IV. Until an amendment is submitted to *this* ECommerce Fulfillment Agreement, ALL purchase orders must be **preapproved** by Fanastasia's Estates™.
- V. **Every product** in the Fanastasia's Estates™ or Scholarships 4 Us® Store will be itemized in the Excel 'Product List' under the corresponding 'Store' - in the shared 'ECommerce Folder' in OneDrive.
- VI. An **amendment** for each new product shall be submitted to *this* ECommerce Fulfillment Agreement
- VII. An Accredited Hosts and Student-Participants web page will be created and managed by Minsky Digital LLC, DBA Happy Jax Designs™, using its own hosts platform(s). A **link** will be set from Scholarships 4 Us® and/or Fanastasia's Estates™ websites to the page(s).
- VIII. Minsky Digital LLC, DBA Happy Jax Designs™, shall be accountable for **ALL online** orders, returns, customer services, and product liabilities.
- IX. **'Retail Price'** for each product must be determined by both Fanastasia's Estates™ and Minsky Digital LLC, DBA Happy Jax Designs™.
- X. Each product shall have a **'Mark-Up'** as an entitled amount for Scholarships 4 Us® and/or Fanastasia's Estates™ based on each unit sold.
- XI. Until a *prudent* financial accounting solution is amended to *this* ECommerce Fulfillment Agreement, Minsky Digital LLC, DBA Happy Jax Designs™, is responsible to provide the monthly financial **Sales Reports** and the disbursement of the entitled **'Mark-Up'** funds. The 'Mark-Up' funds are to be received by Scholarships 4 Us® and/or Fanastasia's Estates™ no later than the **15th** of each month.



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AGREEMENT SIGNATURES

By signing below, Fanastasia's Estates™ and Minsky Digital LLC, DBA Happy Jax Designs™, agree to be held accountable to the ECommerce Fulfillment Agreement and to the Terms of the Agreement.

Michael Duncombe

Michael Duncombe

Founder & CEO, Fanastasia's Estates™

April 24th, 2024

Today's Date

David Minsky

Owner, Minsky Digital LLC, DBA Happy Jax Designs™

Today's Date



Fanastasia's Estates™

Happy Jax Designs

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Scholarships 4 Us®

Banner Agreement

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

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

David Minsky (Owner)

of Minsky Digital LLC, DBA Happy Jax Designs™, with the place of business located at:

Publix Shopping Center

The UPS Store #3294

1193 SE Port St. Lucie Blvd.
Port St. Lucie, FL 34952

Phone: 772-337-7500

Email: MinskyDavid@gmail.com



The **Effective Date** shall commence on

May 24th, 2024

and shall remain in effect until either party provides expressed written notice to dissolve the agreement. **Expressed Permission of Use** is subject to agreeing and signing the **Conditions of Use** on Page 7 of *this* Ecommerce Fulfillment Agreement.

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Scholarships 4 Us® Banner

Conditions of Use

- I. The Scholarships 4 Us® Banner is required to be on display at The UPS Store #3294 or any other place of business that fulfills orders of The Scholarships 4 Us® Store.
- II. The Scholarships 4 Us® Banner shall be displayed in The UPS Store #3294 at **no fee** from Scholarships 4 Us® or charge from Minsky Digital LLC, DBA Happy Jax Designs™.
- III. **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, Fanastasia's Estates™, detrimental to the Scholarships 4 Us® brand.
- IV. 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.
- V. If your customers ask about the banner forward them to:

"Follow Scholarships 4 Us® on their **Facebook Page** as The Program™ is the solution to student loan debt."
- VI. **The Scholarships 4 Us® Banner** may be used for display or for sales purposes outside of The UPS Store #3294 with expressed approval from Scholarships 4 Us®.
- VII. If there is a dissolution of the Ecommerce Fulfillment Agreement or if Scholarships 4 Us® or Minsky Digital LLC, DBA Happy Jax Designs™, request to dissolve the Scholarships 4 Us® Banner Agreement, then Minsky Digital LLC, DBA Happy Jax Designs™, **must mail the banner** to the provided address the **next business day**.

Michael Duncombe

April 24th, 2024

Scholarships 4 Us®, *Founder & President*
Michael Duncombe

Date

Minsky Digital LLC, DBA Happy Jax Designs™, *Owner*
David Minsky

Date

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

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The Scholarships 4 Us® Store

Every new product in The Scholarships 4 Us® Store shall be a **Product Amendment** to the Ecommerce Fulfillment Agreement and must also include the **Product Description**. The **Retail Price** for each product will be itemized in the Excel **Product List** under the corresponding **Store** - in the shared 'ECommerce Folder' in OneDrive.

The Scholarships 4 Us® Store is unique as it is designed for an Accredited Hosts to be able to have the opportunity to supplement their income through products that will be recognized as **Resale Eligible**. All products in the Scholarships 4 Us® Store that are **Resale Eligible** will be marked in **Red** and every Accredited Hosts will be required to sign the **Resale Pricing Agreement** that will be amended to the Ecommerce Fulfillment Agreement.

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PRODUCT AMENDMENT - CHOICE PACKAGE

Date of Commencement: 5/24/24



Product Description:

The Scholarships 4 Us® Choice Package is designed for when a student enrolls in The Scholarships 4 Us® Program. The Choice Package includes a Scholarships 4 Us® branded Drawstring Backpack, Folder, Notebook and Pen.

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PRODUCT AMENDMENT – GENERAL BROCHURE

Date of Commencement: 5/24/24



Eligible students,
when you enroll you establish your (ESA) Earning and Savings Account.*

Harmony Avery
Savings Contributions \$20
Accumulated Prize Funds \$400

MICHAEL DUNCOMBE
FOUNDER

I began writing The Scholarships 4 Us® Program when my dad, Vincent Lionel Duncombe, passed through in November of 2020.

For this reason, I now understand how to improve the mental health of students, decrease student loan borrowing, and unite America in a solution for the common good.

www.Scholarships4Us.com

*Students are entitled to their funds in scholarship funds, prize money, or income.

SCHOLARSHIPS 4 US®

The solution to student loan debt.

2024

2025

Scholarships 4 Us® is the Legislative-Compliance enterprise for potential collegiate athletes and students.

We provide national standardized competitions and tournaments for Student-Participants to earn unlimited scholarship funds through our Accredited Events.

With over 100 subcategories of events in **The Arts, Sports, and Esports**, there will be an event for every student in America.

The solution to student loan debt is to decrease student loan borrowing. Scholarships 4 Us® revolutionizes the after school sports and activities market to one that funding to create a scholarship system that is not dependent on donors and sponsors.

NCAA

The collegiate athletic associations: NCAA®, NAIA®, NJCAA®, and NACE®, each have their own bylaws that govern what is known as **Amateurism**. Amateurism includes governance over potential collegiate athletes accepting prize money based on place finish.

Scholarships 4 Us® keeps track record of participation, Savings Contributions, Prize Funds, and the disbursement of the funds as a scholarship award to ensure student athletes will be eligible to participate in collegiate sports.

IRS

According to IRS Notice 2011-41, a scholarship is not taxable income so long as the money is used for education in an educational institution or for necessary expenses for students at the educational institution.

The SCHOLARSHIPS 4 US® Program

COST OF ENTRY

The source of scholarship funding for The Scholarships 4 Us® Program is the **Cost of Entry** in an Accredited Event. Scholarships 4 Us® holds jurisdiction over the Cost of Entry in an Accredited Event which is **\$40, \$80, or \$160**. The Cost of Entry is broken down according to the Golden Guidelines.

GOLDEN GUIDELINES

25% - Savings Contributions
25% - Expense and Luggage
50% - Prize Funds

Top 5 places accumulate prize funds based on a fixed percentage of the total prize funds collected.

1st- 40% 2nd- 24% 3rd- 20% 4th- 8% 5th- 8%

FINANCIALS

Events have 25 events with up to 25 participants per team

\$40	\$80	\$160
\$10	\$20	\$40
1 st - \$200	1 st - \$400	1 st - \$800
2 nd - \$120	2 nd - \$240	2 nd - \$480
3 rd - \$100	3 rd - \$200	3 rd - \$400
4 th - \$40	4 th - \$80	4 th - \$160
5 th - \$40	5 th - \$80	5 th - \$160

Product Description:

Scholarships 4 Us® General Brochure is for an Accredited Hosts to provide on their Table of Registration during an Accredited Event. All brochures can be found on the Scholarships 4 Us® Facebook page @ TheS4UsProgram.

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PRODUCT AMENDMENT – THE ARTS BROCHURE

Date of Commencement: 5/24/24



Product Description:

Scholarships 4 Us® The Arts Brochure is customizable for an Accredited Hosts to add their business logo and contact information so they will be able to provide it on their Table of Registration during an Accredited Event. All brochures can be found on the Scholarships 4 Us® Facebook page @ TheS4UsProgram.

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PRODUCT AMENDMENT – **SPORTS BROCHURE**

Date of Commencement: 5/24/24



Product Description:

Scholarships 4 Us® Sports Brochure is customizable for an Accredited Hosts to add their business logo and contact information so they will be able to provide it on their Table of Registration during an Accredited Event. All brochures can be found on the Scholarships 4 Us® Facebook page @ TheS4UsProgram.

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PRODUCT AMENDMENT – ESPORTS BROCHURE

Date of Commencement: 5/24/24



Product Description:

Scholarships 4 Us® Esports Brochure i is customizable for an Accredited Hosts to add their business logo and contact information so they will be able to provide it on their Table of Registration during an Accredited Event. All brochures can be found on the Scholarships 4 Us® Facebook page @ TheS4UsProgram.

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PRODUCT AMENDMENT – PENNANT BANNER

Date of Commencement: 5/24/24



Product Description:

When a youth organizations registers as an Accredited Hosts they will receive both the Scholarships 4 Us® Pennant Banner and Scholarships 4 Us® Horizontal Banner that must be displayed conspicuously. Accredited Hosts are required to sign the Scholarships 4 Us® Banner Agreement.

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PRODUCT AMENDMENT – HORIZONTAL BANNER

Date of Commencement: 5/24/24



Product Description:

When a youth organizations registers as an Accredited Hosts they will receive both the Scholarships 4 Us® Pennant Banner and Scholarships 4 Us® Horizontal Banner that must be displayed conspicuously. Accredited Hosts are required to sign the Scholarships 4 Us® Banner Agreement at the time of registration.

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PRODUCT AMENDMENT – 11OZ COFFEE MUGS

Date of Commencement: 5/24/24

Resale Eligible



Product Description:

The Scholarships 4 Us® 11oz Coffee Mugs may be purchased individually or in a Case of 12. The all white mugs come with a Green, Black, Maroon, Light Blue, Red, or Dark Blue logo.

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PRODUCT AMENDMENT – 15OZ COFFEE MUGS

Date of Commencement: 5/24/24

Resale Eligible



Product Description:

The Scholarships 4 Us® 15oz Coffee Mugs may be purchased individually or in a Case of 12. The colored mugs come with a Green, Black, Maroon, Light Blue, Red, or Dark Blue logo.

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PRODUCT AMENDMENT – SPECIAL EDITION 15OZ COFFEE MUGS

Date of Commencement: 5/24/24

Resale Eligible



Product Description:

The Scholarships 4 Us® Special Edition 15oz Coffee Mugs may be purchased individually or in a Case of 12 (4 of each) and come in Aqua & Black, Gold & Black, and Pink and Black.

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PRODUCT AMENDMENT – 20oz Tumblers

Date of Commencement: 5/24/24

Resale Eligible

Case of 12 20oz Tumblers



Product Description:

The Scholarships 4 Us® 20oz Tumblers are sold individually or in a Case of 12. They are all white and come with a Green, Black, Maroon, Light Blue, Red, or Dark Blue logo.

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PRODUCT AMENDMENT – SPECIAL EDITION 20oz TUMBLERS

Date of Commencement: 5/24/24

Resale Eligible



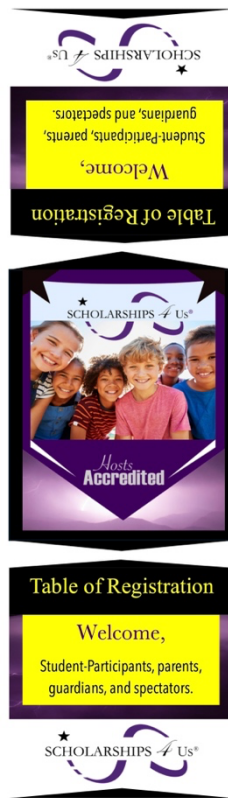
Product Description:

The Scholarships 4 Us® Special Edition 20oz Tumblers may be purchased individually or in a Case of 12 (4 of each) and come with an Aqua, Gold, or Pink.

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PRODUCT AMENDMENT – TABLE RUNNER

Date of Commencement: 5/24/24



Product Description:

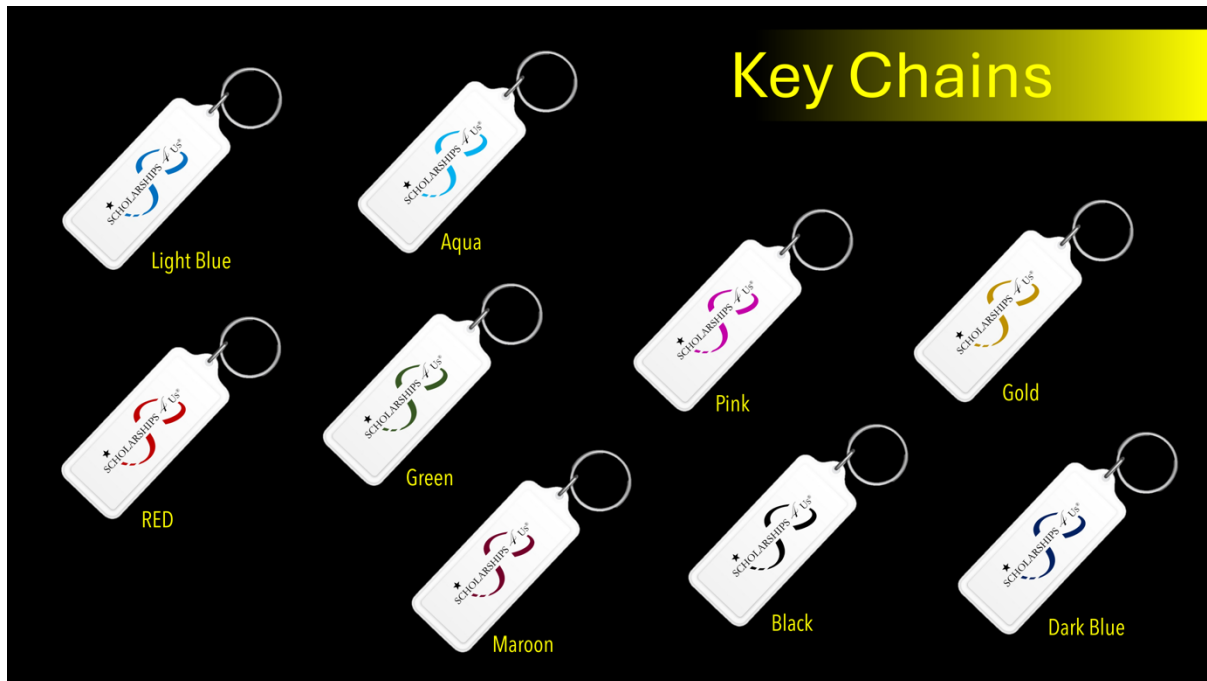
The Scholarships 4 Us® Table Runner will must be used on the Accredited Hosts: Table of Registration during an Accredited Event.

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PRODUCT AMENDMENT – KEY CHAINS

Date of Commencement: 5/24/24

Resale Eligible



Product Description:

The Scholarships 4 Us® Key Chains must be purchased in bulk. They are all white and come with either a Light Blue, Red, Aqua, Green, Maroon, Pink, Black, Gold, or Dark Blue logo.

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PRODUCT AMENDMENT – FOLDER, NOTEBOOK, AND PEN

Date of Commencement: 5/24/24

Resale Eligible



Product Description:

The Scholarships 4 Us® Folder, Notebook, and Pen come with (2) of each product and must be used on the Accredited Hosts: Table of Registration during an Accredited Event.

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PRODUCT AMENDMENT – ACCREDITED HOSTS START-UP BUNDLE

Date of Commencement: 5/24/24



Product Description:

The Scholarships 4 Us® Accredited Hosts Start-Up Bundle is purchased at the time of registration and includes: (1) Pennant Banner, (1) Horizontal Banner, (1) Flag Banner, (1) Retractable Banner, (250) General Brochures, (25) Customizable Brochures, (2) Folder/Notebooks/Pens, (1) Case of 12 (15oz) Coffee Mugs, (1) Case of 12 (20oz) Tumblers, (1) Case of Key Chains, and (1) Table Runner.

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ACCREDITED HOSTS: TABLE OF REGISTRATION



Description:

The Accredited Hosts: Table of Registration must include on display the General Brochures, Customizable Brochures, Folder, Notebook, Pen, 15oz Coffee Mugs, 20oz Tumblers, Key Chains, and the Table Runner. The Accredited Hosts is only required to provide the table for the Table of Registration.