



## REGOLITH CAPITAL STATUTORY TRUST

### Declaration of Trust

#### (Trust Rules)

KNOW ALL MEN BY THESE PRESENTS:

**REGOLITH LLC**, a company duly organized and existing under and by virtue of the laws of the State of Wyoming of the United States, with principal office at the 30 N Gould St. Sheridan, Wyoming USA 82801, with authority to perform trust and other fiduciary functions, acting herein through its **MANAGER** (herein referred to as the “**TRUSTEE**”);

### Article I

#### CREATION OF THE TRUST

**Section 1. Creation:** That for the purpose of providing investment opportunities to its trust participants for capital appreciation pursuant to investment objectives and policies herein stipulated, the **TRUSTEE** hereby establishes and declares itself as **TRUSTEE** of an investment business series trust for the collective investments of funds held by it in the capacity of **TRUSTEE** under the terms and conditions herein-below set forth:

**Section 2. Series:** The Trust may provide for classes, groups or series of trustees or beneficial owners, or classes, groups or series of beneficial interests, each having the relative rights granted to the specific series.

### Article II

#### NATURE AND INVESTMENT OBJECTIVES

**Section 1. Title of the Trust:** The pooled assets shall be known as the **REGOLITH CAPITAL STATUTORY TRUST** (herein referred to as the “**Trust**”), established on September 21, 2021 with registration number 2021-001037248, Issued by the State of Wyoming, USA.

**Section 2. Nature of the TRUST:** The Trust is established in accordance with and shall be operated subject to the stipulations of this declaration and as the same may be amended from time to time in accordance with the regulations issued by governing bodies and existing laws. This Trust is an active series business trust. The portfolio composition and weightings will entirely be based on the decisions made by the **TRUSTEE**. The Trust may contain a series structure. The Trust and each of its series shall be treated as an entity separate and distinct from its constituent assets and from the contributions of the participants thereto and from other trust accounts administered by the **TRUSTEE**.

**TRUST Classification:** The Trust shall be classified as a **PRIVATE INVESTMENT TRUST**.

**Title to Assets of the Trust:** All assets of the Trust shall, at all times, be considered as assets held by the **TRUSTEE** vested solely in the **TRUSTEE** and the **TRUSTEE** of each series.

**Nature of Participant’s Interest in the Trust:** Participants shall have or be deemed to have participation interest in particular account assets, investments or assets of the Trust and each of its series.



**Section 3. Investment Objectives and Policy:** The Trust seeks long-term capital appreciation through investments primarily in Real Estate, Land, a portfolio of US Stocks (both private and public), Digital Assets, membership participation in private companies, Futures Contracts and other asset classes as may be determined by the TRUSTEE. It intends to achieve investment returns that track and are compared against the performance of the S&P by investing in a diversified portfolio of investments. The investment objective is further explained in Appendix I and various Schedule attachments hereto.

**Section 4. Trustee Assignment:** The Trust may establish designated series of trustees, beneficial owners or beneficial interests that may have separate rights, powers or duties with respect to specified property or obligations of a statutory trust or profits and losses associated with specified property obligations, and, to the extent provided in any designated series may have a separate business purpose or investment objective.

### Article III

#### ADMISSION AND REDEMPTION OF PARTICIPATION

**Section 1. Qualified Participants (Requirements and Restrictions):** Participation in the Trust shall be open to accredited investors and participants with legal capacity to contract subject to the rules or procedures stipulated in Appendix I hereto and those established by the TRUSTEE to be advantageous or to be in the best interest of the Trust. Prior to acceptance of the initial participation in the Trust, the TRUSTEE shall perform a Client Suitability Assessment, KYC and AML screening for the purpose of profiling the risk-return orientation of the participant.

**Section 2. Participation Units:** Participation in the Trust shall always have uniform rights or privileges as any other participant. The beneficial interest of each participant shall be determined under the net asset value (NAV) valuation methodology defined herein. The admission or redemption of NAV participation in the Trust can be made only using the basis of such valuation and in such frequency as indicated in Appendix I hereto and/or in the series schedules for the Trust.

### Article IV

#### MANNER OF OPERATION

**Section 1. Pooled Trusts:** The assets of the Trust can be held as a single account referred to as pooled-assets, but in some cases may be separated and held through specific series structures. When or if the Trust creates one (1) or more series as provided in W.S. 17-23-108(b)(ii); the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of that series only, and not against the assets of the Trust generally, and the participants NAV will be calculated and reported individually as described herein.

**Section 2. Distribution:** The Trust shall be distributed exclusively in distribution channels duly authorized by the TRUSTEE.

### Article V

#### VALUATION OF THE TRUST AND PARTICIPATION

**Section 1. Valuation of the TRUST:** The valuation of the Trust shall be subject to the following rules:



- A. The TRUSTEE shall on a monthly basis determine the net asset value (herein referred to as the “NAV”) of the Trust and the value of each participant (Participant NAV) more specifically described in Appendix I hereto.
- B. The Trust NAV and the NAV of each series thereunder shall be the summation of the market value of each investment of the Trust and its series, less fees, taxes, and other qualified expenses as defined herein. The Participant NAV shall be the summation of each investment held through the series structure for the direct benefit of the participant. The determination of market value of the investments of the Trust and each of its series shall be in accordance with existing rules and regulations and/or generally accepted definitions on marking to market valuation of investment instruments more specifically described in Appendix I hereof.

**Section 2. Valuation of Participant:** The valuation of participants NAV shall be subject to the following rules:

- A. The participant NAV shall be determined by using the sum of the NAV of the investments held by the Trust as of Valuation Date.
- B. The participant NAV at the start of participation, shall be as indicated in Appendix I hereto.
- C. The Participant NAV shall be computed not less than monthly in the manner specified in Appendix I hereto.

**Section 3. Fees and Expenses of the TRUST:**

- A. **TRUSTEE’s Fees:** The TRUSTEE may charge against the Trust participants fees in the amount indicated in Appendix I hereto. Fees may be on a per monthly basis based on the participants NAV in the Trust as its compensation for the administration and management of the Trust. Fees may also include entry buy/deal fees. Fees may also include sell/deal fees and success fees. These fees shall accrue and shall be collectible from the Trust, as and when the same becomes due, at such times as indicated in Appendix I hereto. The fees shall be applied to all participants in the Trust. Fees may be increased or decreased or waived in the future as may be warranted by circumstances then existing. In the event the fees are changed, such change shall be charged prospectively.
- B. **Expenses:** The TRUSTEE may charge the Trust for special expenses if the same is necessary to preserve or enhance the value of the TRUST. Such special expenses shall be payable to pertinent third parties covered by separate agreement, and disclosed to the participants at any time the TRUSTEE shall decide.

**Section 4. Trustee’s Powers and Liabilities**

- A. **Management of the TRUST:** The TRUSTEE shall have the exclusive management, administration, operation and control of the Trust. However, if the TRUSTEE deems it proper and beneficial for the Trust, the TRUSTEE may engage the services of third parties as; investment advisor, administrator, manager of a portion of the Trust, transfer agents, escrow agents, nominee service agents and other general administration agents; provided that the said arrangement shall be covered by an agreement.
- B. **Powers of the TRUSTEE:** The TRUSTEE shall have the following powers:
  - 1. To hold legal title over the assets comprising the Trust for the benefit of the participants;



2. To have exclusive management and control of the Trust, full discretion in respect of investments, and the sole right, at any time to sell, convert, reinvest, exchange, transfer or otherwise change or dispose of the assets comprising the Trust;
3. To hold, place, invest and reinvest the funds with full discretionary powers, and without distinction, as to principal and income in investments stipulated in Article I hereto and in such investments it may deem sound and appropriate, subject only to the limitations the investment objectives and policies of the Trust stated in Article I hereto;
4. To deposit in any bank or financial institution, including its own bank, any portion of the funds, subject to the legal requirements of the State of Wyoming;
5. To register or cause to be registered any securities of the Trust in nominee or bearer form;
6. To appoint and retain the services of qualified and reputable local or foreign investment advisor and/or trust manager/s; provided, however, that the TRUSTEE shall retain ownership and control of the Trust, and provided further, that the investment advisor/s and/or trust manager/s shall work within the investment parameters or guidelines set by the TRUSTEE from time to time and shall be directly responsible to the TRUSTEE for any investment actions and decisions undertaken for the Trust;
7. To hire and compensate legal counsel, certified public accountants and other specialists in connection with administration and management of the Trust and the protection or advancement of its legal and other interests;
8. To make, execute, acknowledge and deliver any or all securities, agreements, contracts, deeds, documents and instruments necessary in the management and reinvestment of the Trust, or in connection with the exercise of the powers herein conferred or the performance of acts herein authorized;
9. To collect, receive and receipt income, dividends, interest, profits, fees, increments and such other sums accruing or due to the Trust;
10. To pay out of the Trust all costs, expenses, and proper charges incurred in connection with the administration, preservation, maintenance and protection of the Trust.
11. To suspend the trading of the Trust as necessary due to unforeseen and uncontrollable situations globally, which will mean the unavailability of an NAV that is reflective of actual market movements.

**Section 5. Liability of TRUSTEE:** Save that attributable to the TRUSTEE's fraud, willful default, bad faith or gross negligence, the TRUSTEE shall not be liable for any loss or depreciation in the value of the Trust or in the value of the participant participation in the Trust. The TRUSTEE shall not be liable for act or omission where such action or inaction, in the good faith judgment of the TRUSTEE, was then necessary, reasonable or appropriate for the proper and advantageous administration and management of the Trust.

## Article VI

### RIGHTS OF PARTICIPANTS

**Section 1. Right to Inspect Declaration:** A copy of this DECLARATION OF TRUST shall be available for inspection at the principal office of the TRUSTEE or a location deemed appropriate for document preservation by any person having an interest in the Trust or by his authorized representative. Upon request, a copy of the DECLARATION OF TRUST shall be furnished such interested person.

**Section 2. Disclosure of Risks:** Participants shall be informed of the risks attendant to this type of Trust through a Risk Disclosure Statement.

**Section 3. Rights Upon Termination of Plan:** In case of termination of the Trust, the participants shall have (a) the right to be notified of such termination by e-mail in accordance with Article VIII hereof; and, (b) upon demand, the right to inspect or be provided a copy of the financial statement used as the basis for the distribution of the Trust. In respect of the Trust, the rights of the remaining participants as against each other shall be *Pari passu* in all respects and pro-rata.

## Article VII

### ANNUAL REPORT

Aside from the regular review requirement applicable to all trust accounts of the TRUSTEE, a review of the Trust shall be conducted annually after the close of each fiscal year. The result of this review shall be the basis of the TRUSTEE's annual report and shall be made available to all the participants. A copy of the report, or a notice that the report is available and that a copy thereof will be furnished upon request, without charge, shall be sent by e-mail, link made available through the participants cabinet dashboard or by short message through Telegram to each participant. The TRUSTEE may delay the regular review requirement and Annual Report for any given period.

## Article VIII

### AMENDMENTS AND TERMINATION

**Section 1. Amendments:** This Declaration may be amended from time to time by resolution of the TRUSTEE: Provided, however, that participants in the Trust shall be notified by e-mail, alert through the participant cabinet dashboard or other short messaging systems of such amendments and those participants who are not in conformity with the amendments made shall be allowed to withdraw their participations within (180) calendar days after the amendments are approved or such longer period as may be fixed by the TRUSTEE. The amendments shall be deemed approved after three (3) business days from date of completion of requirements.

**Section 2. Termination:** This Declaration may be terminated by a resolution of the TRUSTEE when, in the sole judgment of the TRUSTEE, continued operation thereof is no longer viable or by reason of a change in the TRUSTEE's business strategy. The resolution shall specify the effective date of such termination.

Following the approval of the termination of the Declaration of Trust but at least ten (10) business days prior to the actual termination of the Trust, the TRUSTEE shall provide notice of the termination of the Trust to the remaining participants. Such notice may be made by the TRUSTEE by way of e-mail or other electronic notification to each participant. Upon termination of the Trust, the TRUSTEE shall prepare a financial statement of the Trust which shall be made the basis for distribution to the participating TRUSTORS.

IN WITNESS WHEREOF, REGOLITH LLC has caused this DECLARATION OF TRUST to be signed and its corporate seal affixed thereto on 30<sup>th</sup> of January 2024.

*Signature of Trustee*

*On behalf of Regolith LLC (Trustee)*

