



Tië eldaliéva
Establishing Organizational Documents

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Declaration of Trust



DECLARATION OF TRUST

The TIË ELDALIÉVA ELVEN SPIRITUAL PATH & SANCTUARY CHARITABLE TRUST, Declaration of Trust made as of the fourth (4th) day of June 4, 2019, by Lisa Allen, of San Diego, CA, and Michaele Alyras de Cygne, of San Francisco, CA, and Kimberley Lennon, of Chicago, IL, and Dave Woosley, of Blairsville, GA, who hereby declare and agree that they have received this day from Cynthia Kimball, herein referred to as “Donor”, the sum of Ten Dollars (\$10), and that they will hold and manage the same, and any additions to it, in trust, as follows:

First: This trust shall be called "The Tië eldaliéva Elven Spiritual Path & Sanctuary Charitable Trust", (herein also referred to as “Tië eldaliéva”, and/or “T-e”).

Second: In fulfillment of the fiduciary duties relative to manifesting the Donor’s vision of globally establishing Elven spirituality as a formal spiritual tradition, the trustees may also do business as (d.b.a.) “Tië eldaliéva Elven Spiritual Path”, or “Tië eldaliéva”.

Third: The trustees may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Declaration of Trust; but no gift, bequest, or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition the income, or its principal to any person, or organization other than a "charitable organization", or for other than "charitable purposes" within the meaning of such terms as defined in Article Third of this Declaration of Trust, or as shall in the opinion of the trustees, jeopardize the federal income tax exemption of this trust pursuant to section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Fourth: A. The principal and income of all property received and accepted by the trustees to be administered under this Declaration of Trust shall be held in trust by them, and the trustees may make payments, or distributions from income, or principal, or both, to, or for the use of such charitable organizations, within the meaning of that term as defined in paragraph C, in such amounts and for such charitable purposes of the trust as the trustees shall from time to time select and determine; and the trustees may make payments, or distributions from income, or principal, or both, directly for such charitable purposes, within the meaning of that term as defined in paragraph D, in such amounts as the trustees shall from time to time select and determine without making use of any other charitable organization. The trustees may also make payments, or distributions of all, or any part of the income, or principal to states, territories, or possessions of the United States, any political subdivision of any of the foregoing, or to the United States, or the District of Columbia but only for charitable purposes within the meaning of that term as defined in paragraph D. Income, or principal derived from contributions by corporations shall be distributed by the trustees for use solely within the United States, or its

possessions. No part of the net earnings of this trust shall inure, or be payable to, or for the benefit of any private shareholder, or individual, and no substantial part of the activities of this trust shall be the carrying on of propaganda, or otherwise attempting, to influence legislation. No part of the activities of this trust shall be the participation in, or intervention in (including the publishing, or distributing of statements), any political campaign on behalf of, or in opposition to any candidate for public office.

B. The trust shall continue forever unless the trustees terminate it and distribute all of the principal and income, which action may be taken by the trustees in their discretion at any time. On such termination, assets shall be distributed for one, or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

1) The Donor authorizes and empowers the trustees to form, and organize a nonprofit corporation limited to the uses and purposes provided for in this Declaration of Trust, such corporation to be organized under the laws of any state, or under the laws of the United States as may be determined by the trustees; such corporation, when organized, to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this trust. Upon the creation and organization of such corporation, the trustees are authorized and empowered to convey, transfer, and deliver to such corporation all the property and assets to which this trust may be, or become entitled. The charter, bylaws, and other provisions for the organization and management of such corporation and its affairs and property shall be such as the trustees shall determine, consistent with the provisions of this paragraph.

2) Under the auspices of the trust, the Donor authorizes and empowers the trustees to form, and organize a religious organization, or "Sanctuary", to be named, "Tië eldaliéva Elven Spiritual Path", (to be operating as either "Elven Spiritual Path", or "Yána eldaliéva"), and to be limited to the uses and purposes provided for in this Declaration of Trust, such Sanctuary to be organized under the laws of any state, or under the laws of the United States as may be determined by the trustees; such Sanctuary, when organized, to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this trust. The charter, bylaws, and other provisions for the organization and management of the corporation authorized by Section 1 of this paragraph B shall be those of Elven Spiritual Path.

C. In this Declaration of Trust, and in any amendments to it, references to "charitable organizations", or "charitable organization" mean corporations, trusts, funds, foundations, or community chests created, or organized in the United States, or in any of its possessions, whether under the laws of the United States, any state, or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures, or is payable to, or for the benefit of any private shareholder, or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do not participate in, or intervene in (including the publishing, or distributing of statements) any political campaign on behalf of, or in opposition to any candidate for public office. It is intended that the organization

described in this paragraph C shall be entitled to exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

D. In this Declaration of Trust and in any amendments to it, the term "charitable purposes" shall be limited to, and shall include only religious, charitable, scientific, literary, or educational purposes within the meaning of those terms as used in section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, but only such purposes as also constitute public charitable purposes under the law of trusts of the State of California.

Fifth: This Declaration of Trust may be amended at any time, or times by written instrument, or instruments signed and sealed by the trustees, and acknowledged by any of the trustees, provided that no amendment shall authorize the trustees to conduct the affairs of this trust in any manner, or for any purpose contrary to the provisions of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. An amendment of the provisions of this Article Fourth (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the trustees' amending power. All instruments amending this Declaration of Trust shall be noted upon, or kept attached to the executed original of this Declaration of Trust held by the trustees.

Sixth: Any trustee under this Declaration of Trust may, by written instrument, signed and acknowledged, resign his office. The number of trustees shall be at all times not less than two, and whenever for any reason the number is reduced to one, there shall be, and at any other time there may be, appointed one, or more additional trustees. Appointments shall be made by the trustee, or trustees for the time in office by written instruments signed and acknowledged. Any succeeding, or additional trustee shall, upon his, or her acceptance of the office by written instrument signed and acknowledged, have the same powers, rights and duties, and the same title to the trust estate jointly with the surviving, or remaining trustee, or trustees as if originally appointed. None of the trustees shall be required to furnish any bond, or surety. None of them shall be responsible, or liable for the acts, or omissions of any other of the trustees, or of any predecessor, or of a custodian, agent, depository, or counsel selected with reasonable care. The one, or more trustees, whether original, or successor, for the time being in office, shall have full authority to act even though one, or more vacancies may exist. A trustee may, by appropriate written instrument, delegate all, or any part of his, or her powers to another, or others of the trustees for such periods and subject to such conditions as such delegating trustee may determine. The trustees serving under this Declaration of Trust are authorized to pay to themselves amounts for reasonable expenses incurred and reasonable compensation for services rendered in the administration of this trust, but in no event shall any trustee who has made a contribution to this trust ever receive any compensation thereafter.

Seventh: In extension and not in limitation of the common law and statutory powers of trustees and other powers granted in this Declaration of Trust, the trustees shall have the following discretionary powers.

a) To invest and reinvest the principal and income of the trust in such property, real,

personal, or mixed, and in such manner as they shall deem proper, and from time to time to change investments as they shall deem advisable; to invest in, or retain any stocks, shares, bonds, notes, obligations, or personal, or real property (including without limitation any interests in, or obligations of any corporation, association, business trust, investment trust, common trust fund, or investment company) although some, or all of the property so acquired, or retained is of a kind, or size which but for this express authority would not be considered proper and although all of the trust funds are invested in the securities of one company. No principal, or income, however, shall be loaned, directly, or indirectly, to any trustee, or to anyone else, corporate, or otherwise, who has at any time made a contribution to this trust, nor to anyone except on the basis of an adequate interest charge and with adequate security.

b) To sell, lease, or exchange any personal, mixed, or real property, at public auction, or by private contract, for such consideration and on such terms as to credit, or otherwise, and to make such contracts and enter into such undertakings relating to the trust property, as they consider advisable, whether, or not such leases, or contracts may extend beyond the duration of the trust.

c) To borrow money for such periods, at such rates of interest, and upon such terms as the trustees consider advisable, and as security for such loans to mortgage, or pledge any real, or personal property with, or without power of sale; to acquire, or hold any real, or personal property, subject to any mortgage, or pledge on, or of property acquired, or held by this trust.

d) To execute and deliver deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, promissory notes, releases, and other instruments, sealed, or unsealed, incident to any transaction in which they engage.

e) To vote, to give proxies, to participate in the reorganization, merger, or consolidation of any concern, or in the sale, lease, disposition, or distribution of its assets; to join with other security holders in acting through a committee, depositary, voting trustees, or otherwise, and in this connection to delegate authority to such committee, depositary, or trustees and to deposit securities with them, or transfer securities to them; to pay assessments levied on securities or to exercise subscription rights in respect of securities.

f) To employ a bank, or trust company as custodian of any funds, or securities and to delegate to it such powers as they deem appropriate; to hold trust property without indication of fiduciary capacity but only in the name of a registered nominee, provided the trust property is at all times identified as such on the books of the trust; to keep any, or all of the trust property, or funds in any place, or places in the United States of America; to employ clerks, accountants, investment counsel, investment agents, and any special services, and to pay the reasonable compensation and expenses of all such services in addition to the compensation of the trustees.

Eighth: The trustees' powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the charitable purposes of this trust as specified in Article Third and not otherwise.

Ninth: In this Declaration of Trust and in any amendment to it, references to "trustees" mean the one, or more trustees, whether original, or successor, for the time being in office.

Tenth: Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the trustees, and of any of the notations on it and writings attached to it, as fully as he might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents, or from such certified copy to be a trustee under this Declaration of Trust. No one dealing with the trustees need inquire concerning the validity of anything the trustees purport to do. No one dealing with the trustees need see to the application of anything paid, or transferred to, or upon the order of the trustees of the trust.

Eleventh: This Declaration of Trust is to be governed in all respects by the Trust's Bylaws, and by the laws of the State of California.

(Signature omitted from publicly shared document.)

Trustee _____

Printed name of Trustee Michaele de Cygne





Bylaws

BYLAWS OF TIE ELDALIEVA ELVEN SPIRITUAL PATH AND SANCTUARY CHARITABLE TRUST

ARTICLE I – PURPOSES AND PREROGATIVES

1.1 This nonprofit corporation, (or “Corporation”, also referred to as the “Trust”) shall have the right to govern itself and to conduct its own affairs in a manner consistent with the manifold Elven standards embodied in Professor J.R.R. Tolkien's Middle-Earth stories, hereinafter referred to as the "Legendarium". This right shall specifically include such matters as the appointment of a civil leader, the appointment of an ecclesiastical leader, the appointment of the Board of Directors, the appointment of Clerics, the discipline of its Clerics, and the conducting of its own Elven services, and Elven ecclesiastical programs.

1.2 This religious organization, (or “Sanctuary”), shall be formed, organized, and operated in a manner that is consistent with the IRS’ qualifications of a “church”, (as such qualifications are represented in the IRS’ Publication 1828, “*Tax Guide for Churches & Religious Organizations*”), and in a manner that may ensure it is incapable of becoming a cult. To that end, reliable measures for evaluating ecclesiastical organizations shall be employed, (such as the “Advanced Bonewits Cult Danger Evaluation Frame”), in every aspect of the formation, and governance hereof in order to ensure this organization is incapable of being directed into becoming such a cultish community. It shall be regarded not as a “religion”, per se, but as a dedicated path of spiritual inquiry, self-[or, "S’Elf"]-discovery, and S’Elf-development, exclusively rooted in the Legendarium; an Elven Spiritual Path that may serve as an adjunct Path to any given religion traditionally rooted in, and expressive of Divine Nature as Divine Love.

ARTICLE II – PRINCIPAL OFFICE

2.1 The principal office of the Corporation shall be located at: 1300 Evans Avenue, PO Box 883334, San Francisco, CA, 94188-3334.

2.1.1 The Director of Operation’s legal address may also be listed as the street address of the principal office of the Corporation.

ARTICLE III – STRUCTURE OF TRUST; LEGAL, CIVIL, AND ECCLESIASTICAL

3.1 Legal Structure. Legally, the Trust is a tax exempt charitable trust formed, organized, and operated exclusively for charitable purposes as such purposes are defined in Section 501(c)(3) of the Internal Revenue Code (IRC) of the United States of America. In that regard, the Trust serves as both a nonprofit corporation, (herein referred to as “Tië eldaliéva”), and as a religious organization, (herein referred to as ”Yána eldaliéva”, as well as “I Yána”, as well as “Elven Spiritual Path”), consistent with the provisions of ARTICLE 1.2 of this document.

3.2 Civil Structure. The civil officers of the Corporation must all be members of this Board of Directors, (herein referred to as "Trustees", as well as “I Tárainimi”), and may be an Executive Director [(ED), serving as the Corporation’s President], Secretary, Treasurer, Director of Operations, Director of Spiritual Innovation, Director of Music Ministry, Director of Media, and Outreach, Director of Elven Education, and such other offices as the Corporation shall establish.

3.2.1 The ED shall be the Héra I Tárainimi, and shall preside at all Elven Spiritual Path group rituals, (held online, or at I Yána’s High Sanctuary), and at all of the Trust’s Annual Meetings, and shall make an annual report to the status and condition of the Corporation to the I Tárainimi.

The ED shall sign all certificates, contracts, deeds and other instruments of the Corporation. During the absence or disability of the ED, the Director of Operations shall exercise all the powers and discharge all the duties of the ED.

3.2.2 The Secretary shall keep the minutes of all Annual Meetings, shall have charge of the Trust's seal(s) and corporate books, and shall make such reports and perform such duties as are required of him or her by the Trust, and shall sign all certificates, contracts, deeds and other instruments of the Trust. In the absence of the Héra I Tárainimi, and of the Lieutenant Executive Director, the Secretary shall serve as the Lieutenant Executive Director of the Trust.

3.2.3 The Treasurer shall have custody of all monies and securities of the Trust and shall keep regular books of account. He or she shall disburse the funds of the Trust in payment of the just demands against the Trust or as may be required of him/her he/she shall make an accounting of all his transactions as Treasurer and of the financial condition of the Trust.

3.2.4 The Director of Operations shall maintain general oversight of the organization's operational resources, (including, but not limited to Internet domain, web site, social media, software, and hardware), ensuring resources held by the trust serve charitable purposes, ensuring all materials produced by Tië eldaliéva to advance Elven spirituality also strictly adhere to the content of the Legendarium, as well as maintaining operational the organization's legal adherence to the laws governing the jurisdictions wherein the organization may operate. In the absence of the Héra I Tárainimi, as may be required, the Director of Operations shall serve as the Lieutenant Executive Director of the Trust.

3.2.5 The Director of Media, and Outreach shall conceive, produce, and publish the Trust's Elven-related media of all kinds, and shall have primary oversight over the distribution of such resources to the general public via organizational means of transmission, as well as those that may be provided via social media. He, or she shall also be the organization's most public face, directly communicating content enabling the general public to practically, and holistically embrace, and apply Elven Spiritual Path to their lives.

3.2.6 The Director of Music Ministry shall be responsible for setting, and maintaining all Elven musical standards for media, and events presented by the Trust, and for primarily overseeing all activities related to Tië eldaliéva's production, performance, and distribution of Elven music content.

3.2.7 The Director of Elven Education (DEE) shall be responsible for setting, and maintaining all standards of Elven education for all related media and events presented by the Trust, and for primarily overseeing all activities related to Tië eldaliéva's educational outreach.

3.2.7.1 The DEE shall also serve as Dean of the Elven Light University, (Yána eldaliéva's official educational resource for the education of its members, and the training of its Clerics).

3.2.7.2 The DEE shall also create and maintain an effective library, a workable system for educational resources access: online, on-premises (when applicable), and through physical correspondence that best serves the I Quendi as well as I Yána. This may be done with agreed-upon help of the other I Tárainimi, as needed.

3.2.7.3 The DEE shall consult with, and apply all directives of the Director of Spiritual Innovation in the setting of all of I Yána's teaching standards, and in the revision of any given standard of I Yána's Elven educational materials that may represent a remarkable shift with

respect to any formal aspect of the thereof presentation, including, but not limited to technologies I Yána may employ for educational purposes, educational media product design, trademarks, service marks, grading structure, etc. Such directives must be delivered to the DEE in writing, in the form of email, or text message. At any time, the Director of Spiritual Innovation may give the Director of Elven Education carte blanche authority with respect to setting such teaching standards, and to making such revisions relative to any given I Yána presentation(s), project(s), product(s), or program(s).

3.2.8 The Director of Spiritual Innovation shall exercise creative input on the spiritual content of the I Yána material, and shall be diligent in this role toward improving, and maintaining excellence in the overall teaching standards of I Yána.

3.2.9 The officers of the Trust shall hold offices until their successors are duly elected and qualified. Notwithstanding the preceding clause, any officer may resign her, or his office, at will, such resignation being immediately effective unless said resignation is future dated by said officer.

3.2.10 The I Tárainimi shall meet at least once each year, either in person or electronically, but special meetings may be called if and when the same may become necessary.

3.3 Ecclesiastical Structure, Governance, and Clerics. Ecclesiastically, the Trust shall operate as “Elven Spiritual Path”, as well as “Yána eldaliéva”, (herein referred to as I Yána, as well as Sanctuary of the Star-People, as well as Sanctuary), and shall be composed of:

3.3.1. The Valar. The incorporeal Valar (the “Powers”) shall serve as Yána eldaliéva’s incorporeal governing “Aina [Holy] Council” according to the Legendarium. This Aina Council shall direct the spiritual governance of Elven Spiritual Path, with all of the I Tárainimi ultimately deferring to the head of the Aina Council, Manwë Súlimo (also incorporeal), in the determination of the final disposition of all matters relative to I Yána, as such deference may be required.

3.3.1.1 The I Tárainimi (I Yána’s governing body of Clerics) shall be required to confer with, and defer to the Creator, the incorporeal Eru Iluvatar, also known as the Source, as known best by Manwë Súlimo in order to determine any disciplinary action that may be required, and/or to determine any course of action requiring a decision for which there is no precedent that may provide the I Tárainimi, with adequate insight required to make the wisest objective decision. This decision should be agreed upon by all I Tárainimi, and if not, keep working on a solution that all I Tárainimi would consider a harmonious solution for the highest good.

3.3.1.2 The Héra I Tárainimi and all I Tárainimi who may be involved in decisions for disbursements of more than one thousand dollars (\$1,000), the Héra I Tárainimi and all such I Tárainimi must all agree upon such disbursement(s), and may direct the Trustees in order to determine which such disbursements under consideration may be the most effective purchase for I Yána’s operations. Disbursements that are under one thousand dollars (\$1,000) still need to be disclosed to the rest of the I Tárainimi so that the cash flow is understood by all; and that the goals of growth are achieved and held accountable.

3.3.2 The I Tárainimi. The administration of the civil, and ecclesiastical governance of the Trust is exclusively the domain of the I Tárainimi (High Priestesses/Priests; respectively referred to as Tárainimë [female], or Tárainimo [male]). All of the I Tárainimi have equal voting rights, and equal operational authority, albeit fulfilling different administrative roles.

3.3.2.1 In both civil, and ecclesiastical matters, the Héra I Tárainimi, (acting as Executive Director), shall direct the I Tárainimi, having executive authority [veto power] over both I Tárainimi, and I Ainimi (Priests/Priestesses), but only when one more of the I Tárainimi exercises such executive authority [veto power].

3.3.2.1.1 Appointment of I Tárainimi. The appointment of a new I Tárainimi Member requires the unanimous vote of the other I Tárainimi. No two I Tárainimi Members may be appointed on the same date, and these dates need to be six months apart.

3.3.2.1.2 Héra I Tárainimi Order of Succession. When the role of Héra I Tárainimi has been vacated, by resignation, discipline, or death, the longest residing of the remaining I Tárainimi who wishes to assume the Héra I Tárainimi's responsibilities shall become the new Héra I Tárainimi. In order to most effectively act as Executive Director, the new Héra I Tárainimi must have core business acumen, and soft skills on par with her, or his predecessor, along with 5 years of experience running a business; (such business may be a sole proprietorship, LLC, or any other corporate entity), or if under 5 years, the board must agree on the amount of substantial experience.

3.3.3 The I Ainimi. The I Ainimi are I Yána's ordained clergy, (respectively referred to as Ainimë [female], or Ainimo [male]). All of the I Ainimi must follow, and implement the directives of the I Tárainimi.

3.3.3.1 The I Ainimi Ordination Process. Those who seek to be ordained as I Ainimi, (herein referred to as "I Nolindi" [the Students]; respectively referred to as Nolindë [female], or Nolindo [male]), must be general members of I Yána for at least 3 years; i.e. working with the Tië eldaliéva rituals, meditations, and other literature, and resources for that minimum duration. Under the mentorship of one of the I Ainimi, and not earlier than during their 3rd year of membership, the Student must submit a 5-paragraph or more, (APA-formatted) academic essay for at least 7 Solar and 7 Lunar Observances, and a comprehensive understanding of Eru Iluvatar, the Ainur, the 14 Valar as well as the Melkor/Morgoth story, the Maiar, and the origin stories of Arda, Elves and Men, in order to substantiate their mastery of the Path in a leadership capacity. Without limitation, when any of the I Nolindi have met those criteria, they may be ordained as one of the I Ainimi, with the accordant title.

3.3.4 The I Yána Rendi. I Yána Rendi shall be members of the I Ainimi who have been appointed by the I Tárainimi to advance the Trust's brick-and-mortar ecclesiastical operations in remote locations beyond the Trust's primary brick-and-mortar worship site, (respectively referred to as I Yána Rendë [female], or I Yána Rendo [male]). Any member of I Ainimi who is native to any given locale may also become a member of "I Yána Rendi" in, and serving that locale.

3.3.4.1 The I Yána Ordination Process. To become one of I Yána Rendi, the Ainimë, or Ainimo must submit a 5-paragraph, academically (APA) formatted essay for each month, with 4 essays focused, respectively, on each type of Moon, (in addition to those essays required to become one of I Ainimi.) All I Yána Rendi are appointed by the Héra I Tárainimi, pursuant to a quorum vote of the I Tárainimi (who are not also related to the appointee). All the I Yána Rendi exclusively submit to the authority, and directives of the Héra I Tárainimi, and to her, or his designee(s) from amongst the I Tárainimi, with special consideration from the DEE.

3.3.4.2. The I Tárainimi shall exercise the greatest of care in the process of appointing such I Yána Rendi, but cannot be held legally accountable for the actions of said I Yána Rendi that are

out of alignment with the law of the land and of the original intentions of this Trust and/or Sanctuary.

3.3.5 The general membership of I Yána shall be regarded as "I Quendi".

3.3.6 I Táráyána. I Táráyána will serve as I Yána's High Sanctuary, (the Trust's primary brick-and-mortar devotion site), in which Elven Spiritual Path will conduct activities such as collective devotion, advanced ministerial trainings, and Tolkien-related or Elven-related festivals. Aesthetically, I Táráyána will also serve as the model for establishing "I Selyi Yánar" (Daughter Sanctuaries) in remote locations, both in other U.S. states, and territories, and in other countries.

3.3.6.1 I Selyi Yánar. Individually, I Yána's remote devotion locations shall be regarded as "Selyë Yána", (collectively, "I Selyi Yánar"). I Selyi Yánar shall be directed by respectively appointed I Yána Rendi, and governed by these Bylaws, in accordance with all applicable laws of all respective remote locations.

3.3.6.2 Several I Yána Rendi appointments may be made to any given Selyë Yána, as well as to I Táráyána. (With respect to the latter, such I Yána Rendi Members would officiate ceremony, ritual, or other group gathering at I Táráyána in lieu of the I Tárainimi.)

3.3.7 Generally, all members of the I Tárainimi shall have equal authority over the activities of the I Ainimi, including the decisions of the I Yána Rendi. The foregoing notwithstanding, if the Héra I Tárainimi has given one or more of the I Tárainimi provisional authority with respect to any given Selyë Yána, and its appointed, directing member of the I Yána Rendi, the authority of all other I Tárainimi over that Selyë Yána, and its appointed, directing member of the I Yána Rendi shall be subordinate to that of the I Tárainimi Member(s) to whom the Héra I Tárainimi may have granted such provisional authority.

3.3.8 All I Yána Rendi who get assigned a Selyë Yána need to meet with the Héra I Tárainimi online, telephone or in person to review and understand these Bylaws, and by signing a contract, agree to follow and uphold these Bylaws any time they are involved with activities relating to the Trust and/or the Church.

ARTICLE IV – ELVEN SPIRITUAL PATH STATEMENT OF FAITH

4.1 Everything relates to Nature. Nature is the highest form of teaching about life, and we look towards Nature for guidance. We use married science and intuition to understand our interconnection with Nature, and to freely share our such understanding with the general public.

4.2 We harm none intentionally, as understanding our interconnection, and are free to create what makes us authentically happy, in self-sovereignty, without impeding on the will of others.

4.3 We see all religions as spiritual pathways with some version of higher truth, and, in our hearts, we recognize our collective spiritual unity, and interdependence above all other opinions, and differences we may hold.

4.4 We use Tolkien's body of Middle Earth writings, (collectively known as the "Legendarium"), as the fundamental, and directive source of our teachings, and its content as the ultimate arbiter of our spiritual differences.

4.5 We source the Legendarium not as scripture, but as a divinely-inspired, spiritual framework for our own lives, its embodied Wisdom being capable of evolving us into the sovereign beings we are destined to express ourselves as, i.e. Creators on Earth/Arda.

4.6 We hold the Elven Spiritual Path to be panentheistic, and we exclusively identify "Eru", (in both Masculine aspect, or "Ilúvatar", and Feminine Aspect, or "Ilúvamil"), as Source/God/Goddess/Supreme Being/Universe/Multiverse/Great Spirit/the Force/All That Is/Absolutum.

4.7 We understand, and hold the incorporeal Animating Principal of Eru, i.e. what the Legendarium refers to as "Flame Imperishable", to be the equivalent of what the Abrahamic religions may regard as Holy Spirit, with all of its historically afforded Wisdom, Presence, and Power. For Non-Abrahamic religions, this concept can be understood through the common term "Great Spirit" for indigenous, earth-based spiritual paths, or for a modern approach as well as for Eastern spiritual paths, "the Divine Light of Consciousness Within Us All."

4.8 We understand ourselves, and all members of Tië eldaliéva to be the "Children of Ilúvatar" (the Children), as the Children are represented in the Legendarium as being mainly Elves and Men (Humans); and, as such, we understand we have equal, direct, independent access to the full resonance, and vitality of Elven spirituality via the incorporeal Eru through the incorporeal 14 Valar.

4.9 We understand the incorporeal 14 Valar to be like the Children in Nature, albeit different in purpose, (insofar as the scope of their purpose is concerned), likened but not the same as archangels of Abrahamic theism. We hold the Legendarium's account(s) of the essential facts about their Nature, and their relationship to the universe, to Earth/Arda, and to the Children to be literal, and ultimately definitive.

4.10 We recognize, and interact with the 14 Valar [via gnosis, as well as ritual-facilitated, and meditation-facilitated intuitive contact] as literal incorporeal beings, or as energies or archetypes, and we hold Elven Spiritual Path to be under the arbitrating authority of the Valar.

4.11 We actively spread awareness about the spiritual relationship of humanity with earth by donating, volunteering, being activists, holding space, and/or contributing in some significant way to being individual guardians of Earth/Arda, and of its flora, and fauna. Some of us do this through raising and enhancing the human consciousness as the most effective way to be a guardian of Earth/Arda.

4.12 By example, showing our Way is one of peace and harmony, and recognition of the Divine Light within, we serve as objective mediators between conflicts of this world by thusly mediating conflicts that may arise between those whom we may be amongst.

4.13 Although we may embrace, and apply principles and dynamics of perennial philosophy, (e.g. Union, Sacred Marriage, and Christ Consciousness), and ancient wisdom from non-English cultures translated into Quenya, we maintain Elven Spiritual Path to be a community of faith holding a neutral position, rather than a position of either assertion, or of denial, (by all forms of communication), respecting what may be regarded as the Divinely-given power, authority, and dominion of all personages of all other religions, communities of faith, and spiritual traditions.

4.14 From around the world, we come together as an Elven Voice of Wisdom for other souls, and we accept all souls to our Path to walk with us--regardless of race, ethnicity, age (at, and beyond

the age of emancipation, or with documented parental/guardian approval for persons under such age), political leaning, gender identity, sexual identity, soul identity, national origin, and/or religious faith, or non-faith. We believe that Elves are not limited by such criteria as possessing a certain, sought-after DNA, ancestry or bloodline, and that simply the interest in Elves, or the concept of Elvenness, alone or in conjunction with other factors (e.g. belief in Elves, belief in possessing and Elven soul, etc.) is more than sufficient to be part of our extended community.

4.15 With the highest levels of integrity, (judiciously applying our core, guiding questions, “What would the Elves say?”, and “What would the Elves do?”), we strive to express ourselves as Elves in this world, with accordant ethics, morals, spiritual belief structure, and what may be aligned with Elven cultural mannerisms, in order to spread the awareness of what we have discovered together about Union, Harmony, and the vital, and dynamic relationship between Eru, the 14 Valar, and all sentient beings via, and in the context of Elven Spiritual Path.

ARTICLE V – THE I TÁRAINIMI, ITS ORGANIZATION, POWERS AND DUTIES

5.1 The I Tárainimi shall be at least 3 in number and shall have the power to exercise all powers necessary for the operation of the Trust, expressed or implied, which shall be necessary and proper to carry out all the executive functions, and all other powers both civil and ecclesiastical as it may determine.

5.1.1 The I Tárainimi shall authorize the Héra I Tárainimi and any other officers, or agents of the Trust, or any such other officers, or agents that the Héra I Tárainimi may authorize in accordance with these Bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Trust, and such authority may be general or may be confined to specific incidence.

5.1.2 The members of the I Tárainimi shall be elected, or appointed by the Héra I Tárainimi for a lifetime duration.

5.1.3 Any former member of Tië eldaliéva’s pre-Declaration “Inner Council” who may have resigned the Inner Council in good standing, and who may wish to return to serving Tië eldaliéva as a member of the I Tárainimi may request reinstatement to the Inner Council/I Tárainimi. That request must be delivered directly to the Héra I Tárainimi in writing, (in the form of either email, or text message). Pursuant to conferring with a quorum of the I Tárainimi, the Héra I Tárainimi may decide to grant such reinstatement.

5.1.3.1 In the event such reinstatement is granted, and pursuant to conferring with a quorum of the I Tárainimi, the Héra I Tárainimi shall appoint the new I Tárainimi Member to an office of the Trust.

5.2 The Héra I Tárainimi. The Héra I Tárainimi shall be elected by the I Tárainimi, (by verbal assent during one of the Trust’s Annual Meetings, or by collective written [e-mail] agreement), and may serve as the Trust’s Executive Director, as well as I Yána’s ecclesiastical leader.

5.3 The Secretary. The Secretary shall be elected by the I Tárainimi, or appointed by the Héra I Tárainimi.

5.3.1 The Secretary shall keep minutes of the proceedings of its members, I Tárainimi, committees, councils and other Boards or tribunals authorized by the I Tárainimi and these records shall be kept at the principal office of the Trust.

5.4 The Treasurer. The Treasurer shall be elected by the I Tárainimi or appointed by the ED. The Treasurer shall be the treasurer of the Trust, and shall have custody of all monies and securities of the Trust and shall make an accounting of all the Trust transactions.

5.4.1 All checks, drafts or orders for the payment of money, notes, evidence of indebtedness issued in the name of the Trust shall be signed by the Treasurer, the Héra I Tárainimi, or other officers or agents of the Trust, in such manner as shall from time to time be determined by resolution of the I Tárainimi. In the absence of such direction from the I Tárainimi, or of the Treasurer, the Héra I Tárainimi may sign on behalf of the Trust.

5.4.2 All funds of the Trust shall be deposited as required to the credit of the Trust in such banks, trust companies or other depositories as the Treasurer, or the Héra I Tárainimi may elect.

5.4.3 The I Tárainimi or the Héra I Tárainimi may accept on behalf of the Trust any contributions, donations, gifts, including real property, bequest or devise for any purpose of the Trust.

5.4.4 The Treasurer shall keep correct and complete financial records of all Trust account(s). All books and records of the Trust may be inspected by any member, or agent, for any purpose at any reasonable time.

5.4.5 The treasurer shall be authorized to appoint personals to assist the Treasurer in carrying out the duties and functions of the Treasurer's Office.

5.5 The I Tárainimi may also hire employees to facilitate the work of I Yána.

ARTICLE VI – MEETINGS

6.1 The Annual Meeting. The Annual Meeting of the Trust shall be held on March 29th of each year; attendance by all of the I Tárainimi is hereby mandated. At that meeting, members of I Tárainimi shall be nominated, and elected to office as appropriate, and the Héra I Tárainimi will deliver a comprehensive State of the Trust report addressing all aspects of the Trust, and of the Sanctuary of the Star-People.

6.1.1 Notice of any general meeting of the I Tárainimi shall be given at least two weeks prior to the meeting. Notice may be given in person, by phone, facsimile, e-mail, text message, or hand delivery, and shall be deemed given when received; the receipt of which must be immediately acknowledged by the recipient in the same manner by which the notice was received by her, or him. Any I Tárainimi Member may waive notice of any meeting by a written statement executed either before, or after the meeting. Attendance and participation at a meeting without objection to notice shall also constitute a waiver of notice.

6.2 Unattended Meetings. There may be cause for any member of the I Tárainimi not being able to attend any given meeting, without her, or him having control of her, or his capability to do so, (e.g. being in a locale experiencing power blackout, unexpected emergency). In such case, if such member is capable of affecting contact the Héra I Tárainimi to communicate the cause of her, or his absence, during such absence. If he, or she is unable to directly contact the Héra I Tárainimi, he, or she must contact any of the other I Tárainimi to thereby communicate such information to the Héra I Tárainimi. Such communication may be given in person, by phone, facsimile, e-mail, text message, or hand delivery, and shall be deemed given when received; the receipt of which

must be immediately acknowledged by the recipient. Lack of attendance at a meeting, after having received, and acknowledge the notice, and without having submitted such communication will be deemed an intentional violation of her, or his fiduciary duty, (requiring disciplinary action, that action being at the discretion of the Héra I Tárainimi).

6.3 Special Meetings may be called by any of the I Tárainimi, or the Héra I Tárainimi as they in their discretion deem necessary. Notices for the calling of such special meetings shall be given to all members in writing, with 3 days prior written notice.

6.4 Council Meetings, consisting of a quorum of the I Tárainimi, shall be called for determining whether any member of the I Tárainimi, of the I Yána Rendi, or of the I Quendi must be disciplined.

6.4.1 A Council Meeting must be called by the Héra I Tárainimi, and may be conducted with any other two members of the I Tárainimi; however, one of the other two members must be (the) one who originally presented the concern to the Héra I Tárainimi, (as per the provisions of below ARTICLE XVIII – DISCIPLINE).

6.4.1.1 A Council Meeting called for the determination of disciplinary action against a Héra I Tárainimi shall include all of the other I Tárainimi, and shall of led by the oldest I Tárainimi who did not call for the meeting, and who was not in attendance at any other meeting leading to the determination that such a meeting may have needed to be called.

ARTICLE VII – QUORUM

7.1 A quorum of three (3) of the I Tárainimi is required at all meetings when decisions must be made affecting any policy, any purchase, or any final decision with respect to the disposition of any given project, program, or partnership in which, or with which the Trust may be engaged. When referenced in these Bylaws, an official meeting of any of the aforementioned bodies is defined as a meeting at which a quorum is present.

7.1.1 A quorum vote is required for all decisions involving financial disbursements by the Trust of more than \$50 USD, (in which case, such quorum must include the Treasurer). A quorum vote is also required with respect to finalizing any pivotal changes required by the Trust when it, (acting as Trust, or as Sanctuary of the Star-People), is deciding to engage in, or express any collaboration, as well as any public interview, press release, or other Public Relations data content, as well as any product release, business deal, or any other formal, organizational exchange between the Trust, any other organizational entity, and/or the general public. The foregoing notwithstanding, at her, or his discretion, without a quorum vote, the Director of Media and Outreach, and/or the Director of Music Ministry may distribute original videos, and/or music, respectively, via social media, on behalf of the Trust, the content of which fulfills the Trust's purposes.

ARTICLE VIII – VOTING

8.1 Whenever a vote is required to be taken by the I Tárainimi, as required by law, the Declaration of Trust, or these Bylaws, each I Tárainimi Member shall have one vote. Voting by proxy shall not be permitted.

8.2 Constitutional decisions, e.g. amendments to these Bylaws, and the appointment of all new member to the I Tárainimi require the unanimous vote of the entire I Tárainimi body.

8.3 Consensus and Affirmation. As a community of faith, as embodied in its various units of governance, I Yána is expected to make decisions through consensus and affirmation as the Spirit enables. Nonetheless, for the sake of clarity, certain provisions requiring a vote are maintained. However, when a consensus or affirmation is called for, the intention of these Constitution and Bylaws is not to describe a formal process of voting, but rather a different method of decision making. Once reached, a consensus decision shall become final when entered into the official minutes of the respective meeting. (In the event the meeting is casual, albeit the decision may have a governmental affect, the decision shall become final when the decision has been documented by any device applying a time stamp to the entry; e.g. text message, email, voice memo.) This standard shall provide for clarity in finality as to determining when a consensus has been reached following any discussion. Additionally, opportunities for affirmation are provided for so that the I Ainimi, and Yána eldaliéva might join in the decisions made by Tië eldaliéva. May the Spirit direct this Sanctuary as to how the processes of affirmation and consensus, operating in the sphere of Elven love, may guide the local I Yána in determining the will of Eru.

ARTICLE IX – RULES AND REGULATIONS

9.1 The I Tárainimi may adopt such rules of procedure and regulations governing the conduct of its business and the organization of the Trust as they may deem necessary, proper and expedient. All such rules and regulations shall be in accord, and consistent with its exempt status, and all applicable laws of the State of California, and of the United States of America.

9.1.1 There can be no appeal from the decisions and determinations of the I Tárainimi.

ARTICLE X – FINANCE SOURCES

Generally, funds for the maintenance of the vision and mission of the Trust shall be provided by the voluntary contributions of the general public, its partners, friends, and guests without, pressure or coercion. Additionally, such funds may be accrued via revenue the Trust receives from any commercial exchange it may affect.

ARTICLE XI – FINANCE ADMINISTRATION

11.1 Donations shall be received by the Trust at times and in ways agreed upon by the Héra I Tárainimi and/or any of the I Tárainimi. Funds received shall be administered by the I Tárainimi, under the direction of the Héra I Tárainimi.

11.2 All funds shall be deposited in a bank or financial institution selected by the either the Héra I Tárainimi, or the Treasurer and affirmed by the I Tárainimi. Records shall be kept of all receipts and disbursements, thereto applying Fund Accounting.

11.3 Only members of the I Tárainimi shall be responsible for handling or dispersing funds; the foregoing notwithstanding, the I Tárainimi may temporarily authorize members of the I Yána Rendi to handle, and disperse Sanctuary funds. The duration of such temporary authorization may only be set by the authorizing I Tárainimi, at her, or his discretion.

11.3.1 The disbursement of funds in excess of \$50 shall be administered by the I Tárainimi, with the written approval of the Héra I Tárainimi, and Treasurer. The disbursement of funds in excess of \$1,000 shall be administered by the I Tárainimi, with the written approval of the Héra I Tárainimi, (or of the Lieutenant Executive Director in the Héra I Tárainimi's absence), and the Treasurer, and either the Secretary, or the Director of Operations. In the event the Héra I

Tárainimi is unable to affect the disbursement of such funds, and the Secretary is serving as the Lieutenant Executive Director, and third signature shall be that of the Director of Elven Education.

ARTICLE XII – SOLICITATION

No member of I Yána, or association, or corporation shall be permitted to solicit funds from the I Quendi for any reason without the consent of the I Tárainimi.

ARTICLE XIII – FINANCE BORROWING

13.1 The Héra I Tárainimi shall have the authority to borrow such sums as may be needed from time to time to advance the mission of the Trust provided the transaction does not involve the purchase or lease of real property and is not in excess of fifteen percent (15%) of the previous year's total revenue or twenty-five thousand dollars (\$25,000), whichever is lesser. Such transactions must have two signatures, the Héra I Tárainimi and a Member of the I Tárainimi.

13.2 Any transaction which involves the borrowing of monies in excess of fifteen percent (15%) of the previous year's total revenue or in excess of twenty-five thousand dollars (\$25,000), whichever is lesser, may be approved by a consensus decision during any official meeting of the I Tárainimi. Any transaction which involves the borrowing of monies in excess of fifteen percent (15%) of the previous year's total revenue shall also be affirmed by a quorum vote of I Tárainimi during any official I Tárainimi Meeting.

13.3 Any transaction involving the purchase or lease of real property shall be approved by a consensus decision during any official meeting of the Tië eldaliéva, and affirmed by a quorum vote of the I Tárainimi present at any official Tië eldaliéva Meeting, accompanied by the written approval of the Treasurer, (whose signature must be embodied in the document affecting such a transaction).

ARTICLE XIV – FINANCE AUDIT

On annual basis, and during the last month of the Trust's fiscal year, Tië eldaliéva shall be responsible for obtaining an audit of the finances of the Trust from an authorized independent source, the results of which shall be presented at the Annual Meeting.

ARTICLE XV – REMUNERATIONS

15.1 The I Tárainimi and the I Yána Rendi may be remunerated for professional services they provide to the Trust, or to I Yána, (such services including, but not limited to the administration of the Trust, the officiating of services, and the [I Tárainimi-authorized] preparation of materials used to advance I Yána's ministry.)

15.2 The I Tárainimi shall determine the salary of the Héra I Tárainimi.

15.3 The Héra I Tárainimi shall recommend the amount of remuneration for the I Yána Rendi, and for the employees of Yána eldaliéva to the I Tárainimi who shall make the final decisions based on comparative norms and budget considerations.

ARTICLE XVI – INDEMNITY

16.1 Unless otherwise prohibited by law, the Corporation shall indemnify any I Tárainimi Member, and may by resolution of the I Tárainimi indemnify any I Yána Rendi Member, or any employee, against any and all expenses and liabilities incurred by him or her in connection with any claim, action, suit, or proceeding to which he or she is made a party by reason of being an I Tárainimi Member, I Yána Rendi Member, or employee. However, there shall be no indemnification in relation to matters as to which he or she shall be adjudged to be guilty of a criminal offense or liable to the Corporation for damages arising out of his or her own gross negligence in the performance of a duty to the Corporation.

16.2 Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to, counsel fees and other fees; costs and disbursements; and judgments, fines, and penalties against, and amounts paid in settlement by, such I Tárainimi Member, I Yána Rendi Member, or employee. The Corporation may advance expenses or, where appropriate, may itself undertake the defense of any I Tárainimi Member, I Yána Rendi Member, or employee. However, such I Tárainimi Member, I Yána Rendi Member, or employee shall repay such expenses if it should be ultimately determined that he or she is not entitled to indemnification under this Article.

16.3 By a quorum vote, (which includes that of the Héra I Tárainimi), the I Tárainimi may also authorize the purchase of insurance on behalf of any I Tárainimi Member, I Yána Rendi Member, or employee, or other agent against any liability incurred by him or her, which arises out of such person's status as an I Tárainimi Member, I Yána Rendi Member, or employee, or agent, whether or not the Corporation would have the power to indemnify the person against that liability under law.

ARTICLE XVII – CONFLICTS OF INTEREST

17.1 In the event that any member of the I Tárainimi, or of I Yána Rendi has a conflict of interest that might properly limit such Member's fair and impartial participation in the Tië eldaliéva's deliberations or decisions, or those of Yána eldaliéva, such Member shall inform the Héra I Tárainimi, or the Director of Operations as to the circumstances of such conflict. If those circumstances require the nonparticipation of the affected Member, the Héra I Tárainimi, or the Director of Operations may nonetheless request from the Member any appropriate non-confidential information which might inform its decisions.

17.1.1 "Conflict of interest," as referred to herein, shall include but shall not be limited to, any transaction by or with the Trust in which a Tië eldaliéva Member or Yána eldaliéva Member has a direct or indirect personal interest, or any transaction in which such Member is unable to exercise impartial judgment or otherwise act in the best interests of the Trust.

17.2 No Tië eldaliéva Member or Yána eldaliéva Member shall take part in the final deliberation in any matter in which he or she, members of his or her immediate family, or any organization which such director has allegiance, has a personal interest that may be seen as competing with the interest of the Trust.

17.2.1 Any Tië eldaliéva Member who believes he or she may have such a conflict of interest shall so notify the Héra I Tárainimi prior to deliberation on the matter in question, and the Héra I Tárainimi shall make the final determination as to whether any I Tárainimi Member has a conflict of interest in any matter. The Héra I Tárainimi must make her, or his determination consequent to consulting another member of the I Tárainimi, that other I Tárainimi Member being chosen at her, or his discretion.

17.2.2 Any Yána eldaliéva Member who believes he or she may have such a conflict of interest shall so notify his or her respective I Tárainimi Member prior to deliberation on the matter in question. The respective I Tárainimi Member shall inform the Héra I Tárainimi, and the two shall conduct a Council Meeting to deliberate the matter. The respective I Tárainimi Member shall make the final determination as to whether any Yána eldaliéva Member has a conflict of interest in any matter.

17.2.3 The minutes of the respective Council Meeting shall reflect disclosure of any potential conflict of interest and the recusal of the interested Council Member.

ARTICLE XVIII – DISCIPLINE – (For Internal Viewing Only)

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ARTICLE XIX – VOLUNTARY TERMINATION

Any member of the I Tárainimi may terminate his or her Membership by informing the Héra I Tárainimi, and any member of the I Yána Rendi may terminate his or her Membership by informing the I Tárainimi, in writing, of his or her desire to do so. Such termination requires no action by the I Tárainimi. In the event of such termination, the Héra I Tárainimi shall appoint a qualified successor who shall fulfill the duties of said office until being either duly elected to that office by the I Tárainimi, or replaced by another, thereto duly elected member of the I Tárainimi.

ARTICLE XX – VACANCY

In the event of vacancy in the I Tárainimi occurs, remaining members of the I Tárainimi shall fill such vacancy by a majority vote at a duly held meeting until the successor has been duly elected and qualified.

ARTICLE XXI -- PROPERTY

21.1 Purchase and Lease. All real property of Yána eldaliéva shall be deeded to Yána eldaliéva and held in its name. The purchase or lease of real property must be approved by a consensus decision during any official meeting of the I Tárainimi that includes the Héra I Tárainimi, and affirmed by a quorum vote of the I Tárainimi, such vote including that of the Treasurer, and the Héra I Tárainimi.

21.2 Sale and Lease. Real property of the Yána eldaliéva may be sold, leased, mortgaged, or otherwise disposed of only if approved by a consensus decision during any official meeting of the I Tárainimi that includes the Héra I Tárainimi, and affirmed by a quorum vote of the I Tárainimi, such vote including that of the Treasurer, and the Héra I Tárainimi.

21.3 Trust-built Property. The Trust may build new edifices for its operations, e.g. administrative offices, performing arts facilities, sanctuaries. The building of real property by the Trust must be approved by a consensus decision during any official meeting of the I Tárainimi that includes the Héra I Tárainimi, and affirmed by a quorum vote of the I Tárainimi, such vote including that of the Treasurer, and the Héra I Tárainimi.

21.3.1 The building of real property by the Trust shall be pursuant to the Trust's obtaining of all required building permits that may be required for the locale in which such property is established.

21.3.1.1 All architects, interior designers, landscape designers chosen to build, and to aestheticize any such real property must be approved by a consensus decision during any official meeting of the I Tárainimi that includes the Héra I Tárainimi, and affirmed by a quorum vote of the I Tárainimi, such vote including that of the Treasurer, and the Héra I Tárainimi. The criteria for such decisions respecting such designers, and all contractors who may be required for such building, must include the lowest bid from such professionals.

21.3.1.1.1 The I Tárainimi must ensure all contractors applicable to this Article must be currently licensed, and certified, in accordance with the legal demands of their professions, prior to being contracted by the Trust, and during the time they are providing services to the Trust.

21.4 Documentation, and Authority for Purchase, Sale, and Borrowing. The Héra I Tárainimi and the Treasurer shall certify all documents relating to the purchase, sale, lease, or mortgage that the same has been duly authorized in accordance with these Bylaws. Such certification shall be held to be conclusive evidence thereof.

21.5 Dissolution. Upon dissolution of Yána eldaliéva, or the winding up of its affairs, the I Tárainimi shall, after making provision for the payment of all of the liabilities of Yána eldaliéva, dispose of all the assets of Yána eldaliéva exclusively for the purposes of the Trust in such manner to as set forth in these Bylaws, or to such other organizations which are described in Section 501(c)(3) of the Internal Revenue Code, or the corresponding provisions of any subsequent United States Internal Revenue Law, as the I Tárainimi shall determine.

21.5.1 Upon dissolution of the Trust, or the winding up of its affairs, the Trustees shall, after making provision for the payment of all of the liabilities of the Trust, dispose of all the assets of Tië eldaliéva exclusively to such other organizations which are described in Section 501(c)(3) of the Internal Revenue Code, or the corresponding provisions of any subsequent United States Internal Revenue Law, as the Trustees shall determine.

21.5.2 Any assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located to such organizations described in Section 501(c)(3) of the Internal Revenue Code, or in accordance with the corresponding provisions of any subsequent United States Internal Revenue Law, as such court shall determine.

ARTICLE XXII – DISALLOWANCE OF INCLUSION OF OTHER RELIGIOUS PERSONAE IN ELVEN SPIRITUAL PATH FORMAL RITES

22.1 The Path of Elven spirituality is individually walked, and the individual's relationships with other religious personae is primarily a matter of personal, rather than of communal significance, and importance. Nevertheless, inclusion of personae from other religions in the formal rites of this organization is inconsistent with the Legendarium, (such personae not being therein embodied), and is therefore prohibited by these Bylaws.

22.1.1 The term "formal rites" is herein defined, and regarded as all rituals, and meditations that are included in the Elven Spiritual Path's Solar Observances, and Lunar Observances as such may be facilitated within the confines of all facilities the Trust has established for such rites, whether by grant, by rental, by purchase, or by act of ritual.

22.2 Participation in any other spiritual path, or religion, or spiritual tradition, and the *personal*,

and private incorporation of aforementioned personae into individual experience of Elven Spiritual Path is not deemed to be a cause for disallowance of membership in Elven Spiritual Path, (by that name, or by any other name representing Elven Spiritual Path).

ARTICLE XXIII – OFFICIAL SYMBOLS

23.1 Symbols are critically important to all sacred traditions. The official symbols of the Trust, and Sanctuary are chosen by the Trust, primarily on the basis of the Trust’s historical use of them. In that regard, the chief applicable symbols are: the Two Trees (of Valinor, see 23.2 hereinbelow), the 14 Star/Flowers (representative of the Valar, see 23.3 hereinbelow), and the 7-pointed star, or respective to Tië eldaliéva the Septaquetra (see 23.4, hereinbelow).

23.2 The Two Trees. In I Yána, the Two Trees symbolize the Essence, flourishing, and fruitfulness of the Divine Feminine, and the Divine Masculine. The Sanctuary’s annual Journey of Transformation, designed to reliably progress the practitioner into a remarkably higher degree of spiritual, emotional, and mental maturity, entails the Union of those Divine Aspects.

23.3 The 14 Star/Flowers. The 14 Star/Flowers represent each one of the 14 Valar, or “Powers” as presented in the Legendarium. The Valar are an integral part of the spiritual path of this organization, as we each develop deep relationships with them throughout the “loa” or year.

23.4 The Septaquetra. The Septaquetra (Latin based, meaning “seven-cornered”) is a modified version of the acute heptagram, a 7-pointed [Elven] star, wherein the lines between the points are curved, likened to a partial *vesica pisces* shape, representing the organic, balanced and circuitous Flow of Spirit into, and throughout all aspects of the believer’s life, and affairs. To serve two different purposes, Tië eldaliéva uses two versions of the Septaquetra; one with, and one without the Two Trees and 14 Star/Flowers.

23.4.1 Generally, the Trust provides the first symbol, its basic septaquetra for the common use of I Quendi Members; be they a group of practitioners (called “Milmë”), or solitary, self-directed practitioners. They may apply it, at will, either as is, or to integrate other symbols into it in order to better personalize their experience of the Elven Spiritual Path. (e.g. if a closed circle is interwoven around the septaquetra points, it can be called a Septinity Knot; or, alternatively, the septaquetra can blend aesthetically with a pentacle, cross, or other symbol of spiritual meaning to the respective individual). Such modifications shall not be permitted as being representative of specifically this organization.

23.4.2 For its organizational seal, (at the time of this writing), the Trust is searching for the right artist to combine the two trees, the 14 star/flowers, the septaquetra, and/or any other symbols that affect the best seal, and in the full agreement of the I Tárainimi (e.g. the three Silmarils or others to decide). Both the first symbol (the general/basic Elven Spiritual Path public domain septaquetra), and the temporary second symbol (the Trust’s current working version of the copyrighted organizational seal) are hereinbelow presented.



I Quendi's Basic Septaquetra



Tië eldaliéva's Seal (2019)

23.4.3 If one of the I Quendi creates a new, or modified symbol that the I Tárainimi all agree is a more effective symbol than any given official symbol in use at that time, the I Tárainimi shall adopt that modified symbol into the Trust's use of it; (also amending these Bylaws to represent the new imagery).

23.5 As the organization progresses, additional official symbols may be chosen by the Trust for either aspect of its operations, fiduciary or sacred. These Bylaws shall also be amended to represent such additional symbols.

ARTICLE XXIV – ALLOWANCE OF ELECTRONIC SIGNATURES

Electronic signatures of digital copies of all official documents that are, or may be required of the Trust shall be regarded as the equivalent of pen and ink signatures of hard copies of the same documents, wherever such signatures are accepted by law.

ARTICLE XXV – AMENDMENTS TO THE BYLAWS

The provisions of the Bylaws may be modified, altered, and/or amended only by a unanimous vote of the members of the I Tárainimi at a regular, or special meeting also attended by the Héra I Tárainimi. As soon as such modifications, alterations, and/or amendments have been adopted, according to this Article, they shall be in full force of effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, acknowledged and filed the foregoing Declaration of Trust, under the laws of the State of California, June 4th, 2019.

(Signature omitted from publicly shared document.)

Signature of Héra I Tárainimi

Lisa Allen

Print Name of Héra I Tárainimi

(Signature omitted from publicly shared document.)

Signature of Secretary

Dave Woosley

Print Name of Secretary





IRS Notification Letter

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 07 2020**

TIE ELDALIEVA ELVEN SPIRITUAL PATH
AND SANCTUARY CHARITABLE TRUST
PO BOX 883334
SAN FRANCISCO, CA 94188-3334

Employer Identification Number:
84-1953054
DLN:
29053351314029
Contact Person:
JASON T SAMMONS ID# 31616
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
March 31
Public Charity Status:
170(b)(1)(A)(i)
Form 990/990-EZ/990-N Required:
No
Effective Date of Exemption:
June 4, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

TIE ELDALIEVA ELVEN SPIRITUAL PATH

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements