

**EXHIBITS**

**TO**

**IRS FORM 1023**

**Application for Recognition of Exemption**

**Under IRC § 501(c)(3)**

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<p><b>Form 202</b></p> <p>Secretary of State                  P.O. Box 13697                  Austin, TX 78711-3697                  FAX: 512/463-5709</p> <p>Filing Fee: \$25</p>	 <p><b>Certificate of Formation                  Nonprofit Corporation</b></p>	<p>Filed in the Office of the                  Secretary of State of Texas                  Filing #: 802127350 12/31/2014                  Document #: 584850390002                  Image Generated Electronically                  for Web Filing</p>
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**Article 1 - Corporate Name**

The filing entity formed is a nonprofit corporation. The name of the entity is :

**Trek Continues Inc**

**Article 2 – Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

**Registered Agent Inc.**

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

**Street Address:**

**700 Lavaca Ste 1401 Austin TX 78701**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Management**

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: <b>Victor J Mignogna</b>	Title: <b>Director</b>
Address: <b>7810 Pickford Knolls Court Houston TX, USA 77041</b>	
Director 2: <b>Barbara K Myers</b>	Title: <b>Director</b>
Address: <b>1197 Ocean Parkway Berlin MD, USA 21811</b>	
Director 3: <b>William S Smith</b>	Title: <b>Director</b>
Address: <b>2017 9th Avenue North Jacksonville Beach FL, USA 32250</b>	
Director 4: <b>Steven W Dengler</b>	Title: <b>Director</b>
Address: <b>47 Cormorant Crescent Woodbridge ON, CAN L4H 2R1</b>	
Director 5: <b>David H Arland</b>	Title: <b>Director</b>
Address: <b>6022 Hollyhorn Place Carmel IN, USA 46033</b>	

**Article 4 - Organization Structure**

A. The corporation will have members.

or

B. The corporation will not have members.

**Article 5 - Purpose**

The corporation is organized for the following purpose or purposes:

**The Corporation is a nonprofit corporation organized for exclusively charitable, scientific, literary, artistic and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended. These purposes shall include the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code. However, the following is more thorough explanation:**

**#1) To Promote Scientific Education for people of all ages through the Star Trek TV show. The Original Series (TOS) from 1966 to 1969 produced a huge interest in science that resulted in marked increases in science and engineering training. For example, the Star Trek communicator is almost always credited with spawning the popularity of portable phones and thereby sparking the formation of the cellular phone industry. There are numerous other examples: the transporter has caused research into teleportation of matter and scientists have teleported sub-atomic particles; entangled particles have been cited as a possible method for the instantaneous communication across the galaxy in the show; and, finally warp drive has been shown to be a real mathematical possibility. This will be done in three ways: a scientific education webpage with recent relevant research related to TOS; another page with interviews or videos of scientists relating their careers to Star Trek; producing new shows for internet viewing (Star Trek Continues or STC) which will spark interest in younger people who have not had the opportunity to see TOS either when first broadcast or during the decades it was in syndication. Since most of the new shows are continuations of particular TOS episodes, younger people will have to catch up by watching the original 72 episodes. The STC shows are at: [www.StarTrekContinues.com/Episodes.html](http://www.StarTrekContinues.com/Episodes.html).**

**#2) To Promote Literature and the Arts by producing new STC episodes modeled on TOS. Unlike any show before, STC releases its scripts, complete with camera angles, direction, etc., on the website waiving the copyright (all that is asked is that the authors be credited with the work). Many members of the public have never seen a real TV script, this is a chance for them to learn about TV script writing and production. No doubt there will be school plays which are based on these full-scripted episodes. Not satisfied to just promote scientific education like TOS, the new shows will promote literary and artistic education. In addition to the scripts being educational, the show will accept scripts from fans for possible production, so long as they are transmitted with a copyright waiver to facilitate the above educational goals, there are videos of the crew explaining the production and editing process. The actors will have videos explaining their art and how they play a particular character. Obviously, this will be very educational on the art of producing high-quality TV (or webcasts) and acting, in general.**

**#3) To Promote Human Rights, the general unity of mankind and fight discrimination and stereotypes. TOS was the first show to have a multi-racial cast and a constant theme of the show was equality and respect for different cultures and points of view, not only for humans but for the many alien characters on the show. STC duplicates the multi-racial bridge crew but goes farther by actually having a multi-racial cast and crew, which also includes numerous female volunteers. The show is somewhat saddled with sex and race**



stereotypes from the 1960s but the production is working on this issue. Already, in addition to the four main male characters (Kirk, Spock, McCoy & Scotty), TSC has added another main character, the ship counselor, who is a female, from whom the Captain frequently seeks advice. Similarly, Helmsman Sulu shares shifts with a female, as would happen often on real ship even today. Kirk takes his orders from a female admiral who is very firm with Kirk to control his cowboy tendencies. There is a new female communications officer who is played by a Professor of Radiology with over 50 published scientific papers, who is already a role model in real life which fans will learn when they check the credentials of the actors, which are available on the website. A totally new theme will be that the entire crew has regular appointments with the Counselor. It will be made clear that even Kirk and Spock are in therapy as a normal part of everyday life. This will hopefully help diminish the stigma of mental health treatment, which is already happening in society but TSC wants to make it clear, in the 24th Century, such prejudice has been eliminated. In general, like the TOS, the show emphasizes Human (and Alien) Rights and will portray that prejudice has been eliminated long before the 24th Century but will go farther and actually have a multi-racial cast and crew, including many female members.

#### Supplemental Provisions / Information

##### Non-Inurement Clause

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Five, above.

##### Forbidden Purposes or Activities Clause

No substantial part of the activities of the corporation shall involve the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

##### Distribution on Dissolution Clause

Upon the dissolution of the corporation, 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. Any such 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, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

**Citizenship & Empowerment Clause**

Please note that a majority of the Board of Directors are citizens of the United States, desiring to form a Non-Profit Corporation under the Non-Profit Corporation Law of Texas, and have empowered Thomas B. Duffy, Esquire to act as the Organizer for the Non-Profit Corporation as indicated below.

To comply with the NJ Ethics Rules, it is noted that Thomas B. Duffy drafted this document.

[The attached addendum, if any, is incorporated herein by reference.]

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Organizer**

The name and address of the organizer are set forth below.

**Thomas B. Duffy, Esquire      739 Bayview Dr, Absecon, NJ 08201-1208**

TCI Cert. of Formation, Dec. 31, 2014

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**s/ Thomas B. Duffy**

Signature of organizer.

**FILING OFFICE COPY**

**SAMPLE BYLAWS FOR TEXAS A NONPROFIT CORPORATION  
Texas C-BAR 2006**

**I. Overview**

These sample bylaws are meant to serve as a guideline for nonprofit corporations in Texas which are drafting or revising their bylaws. Bylaws govern the internal operations of a corporation. As a result, before drafting bylaws, you need to first consider how you want your corporation to operate. The important issues to consider are listed below and outline many of the most important issues you need to consider. After answering the questions below, you may then need to add, delete, or modify provisions in the sample bylaws to fit the needs of your organization.

**This document is not a substitute for the advice of an attorney.** The materials and information contained in this document may not reflect the most current legal developments. **Different groups will face different needs and issues resulting in different legal consequences. It is therefore highly recommended that any entity obtain the services of an attorney before drafting bylaws.** If you do not have an attorney representing you, you should at least have an attorney review the proposed bylaws before they are adopted by your corporation to ensure that they conform to state law.

Some of the provisions included in the model bylaws are dictated by state law, while other provisions are optional. When the Certificate of Formation and bylaws are silent on a topic, the state law set out in the Business Organization Code governs as the default. When the Certificate of Formation or bylaws are not silent on a topic, the provisions in the Certificate of Formation and bylaws apply, provided they are not illegal. In the event that the Certificate of Formation conflicts with the bylaws, the Certificate of Formation governs.

For more information regarding bylaws or other legal issues related to forming a nonprofit corporation, contact Texas C-BAR: Community Building with Attorney Resources, at 512-374-2710, [questions@texasbar.org](mailto:questions@texasbar.org), [www.texasbar.org](http://www.texasbar.org). Texas C-BAR links qualified nonprofit organizations with volunteer attorneys for free legal assistance.

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**II. Governance of the Corporation**

**BYLAWS FOR TREK CONTINUES, INC. a TEXAS NONPROFIT CORPORATION**

**ARTICLE I**

These bylaws constitute the code of rules adopted by Trek Continues, Inc. (hereinafter “TCI” or Corporation) for the regulation and management of its affairs.

**ARTICLE II**

**Purpose**

TCI’s will manage StarTrekContinues.com and carry out the mission which is very specifically stated in TCI’s Certificate of Formation, Article 5, pp. 2-3 (“Purpose”).

**ARTICLE III**  
**Board of Directors**

**(1) Powers**

The Board of Directors (Directors) of this Corporation is vested with the management of the business and affairs of this Corporation, subject to the Texas Business Organizations Code, the Certificate of Formation, and these bylaws.

**(2) Qualifications**

Directorships shall not be denied to any person on the basis of race, creed, sex, religion, or national origin. **Employees of the Corporation are ineligible to serve on the Board of Directors.**

**(3) Number of Directors**

The Board of Directors will consist of five (5) Directors. Upon majority resolution of the Board of Directors, the number of Directors may be increased or decreased from time to time, but in no event shall a decrease have the effect of shortening the term of an incumbent Director, or decreasing the total number of Directors to less than three Directors. Until the first meeting for electing the Directors occurs, the initial Board of Directors shall consist of the persons listed in the Certificate of Formation as constituting the initial Board.

**(4) Term of Directors**

There are no term limits and, therefore, Directors may serve any number of consecutive terms.

**(5) Election of Directors**

Elections for Directors filling resigned or deceased terms shall be held at the last meeting of the fiscal year. Any directorship to be filled by reason of an increase in the number of Directors shall be filled at the next regular meeting of the Board of Directors or at a special meeting called for that purpose. Most of the following inoperative due to no term limits: When a re-appointment or replacement is made, the re-appointment or replacement shall be considered effective on the date that the prior term expired (i.e., the new term does not begin on the date of the election). Board members whose terms have expired may continue serving until they are either re-appointed or until their successors are chosen.

**(6) Staggered Terms – Currently Inoperative Due to No Term Limits in (4) above**

There shall be staggered terms of office for Directors so that one-third of the directorships shall be up for election each year (or if the number does not evenly divide by thirds, the board shall be divided as close to thirds as possible). The system for staggered terms of office shall be implemented as follows: At the meeting of the Board of Directors at which these bylaws are adopted there shall be a drawing in order to determine the initial terms of the Directors. After the drawing, one board member shall

have an initial term of one year, two board members shall have terms of two years, and two board members shall have terms of three years. The minutes of this board meeting shall show the results of the drawing. Inoperative: Initial directors serving less than a full three-year term as their initial term (i.e., directors who draw a one-year term or two-year term), shall be considered to have served a full three-year term for purposes of the limits on more than two successive terms.

(7) **Resignation**

Any Director may resign at any time by delivering written notice to the Secretary or President of the Board of Directors. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

(8) **Removal**

Any Director may be removed without cause, at any time, by a majority of the entire Board of Directors, at a Regular or Special Meeting called for that purpose. Any Director under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(9) **Vacancies**

Vacancies shall be filled by majority vote of the remaining members of the Board of Directors, though less than a quorum, and the Director filling the vacancy shall serve for the remainder of the term of the directorship that was vacated. Vacancies shall be filled as soon as practical. Any Director may make nominations to fill vacant directorships.

(10) **Compensation**

Directors shall not receive any salaries or other compensation for their services, but, by resolution of the Board of Directors, may be reimbursed for any actual expenses incurred in the performance of their duties, including opportunity costs, for the Corporation, as long as a majority of disinterested Board of Directors approve the reimbursement. The Corporation shall not loan money or property to, or guarantee the obligation of, any Director.

**ARTICLE IV**  
**Committees**

(1) **Executive Committee**

The President, Vice President, Treasurer, and Secretary of the Corporation shall constitute the executive committee. The executive committee shall have the authority to act on behalf of the Corporation in between Regular Meetings of the Board of Directors. **The Board of Directors must validate the actions of the executive committee at its next Regular or Special Meeting.** Any such action not so validated will not be legally binding on the Corporation. The President shall act as chairperson of the executive committee. A majority of the Executive Committee shall constitute a quorum for the transaction of business, and all decisions shall be by majority vote of those present.

(2) ***Ad Hoc Committees***

The Board of Directors may from time to time designate and appoint standing or temporary committees by majority vote of the Board of Directors. Such committees shall have and exercise such prescribed authority as is designated by the Board of Directors. The Directors may authorize these committees to exercise any powers, responsibilities, and duties consistent with the Certificate of Formation and these bylaws.

**ARTICLE V**  
**Code of Ethics**

The corporation and its Directors and Employees will comply with the Corporation's Code of Ethics, attached as Exhibit A.

**ARTICLE VI**  
**Board Meetings**

(1) **Place of Board Meetings**

Regular and Special Meetings of the Board of Directors will be held at XYZ town in Georgia or at any other reasonable place that the President may designate.

(2) **Regular and Special Meetings**

Regular meetings of the Board of Directors shall be held each quarter, or more frequently as deemed necessary by the Board of Directors. Special Meetings may be called by the President or any three Directors. An orientation meeting will be held each year for the new members of the Board of Directors.

(3) **Notice of Board Meetings**

Notice of the date, time, and place of Regular Meetings shall be given to each board member by regular mail, telephone (including voice mail), facsimile, or e-mail with no less than 14 days notice prior to the meeting. Notice of the date, time, and place of special meetings shall be given to each board member using the same methods, but with no less than 5 days notice prior to the meeting, with the exception of special meetings held to amend the Certificate of Formation or bylaws, for which a 10 day written notice by mail or facsimile shall be required specifying the proposed amendment.

(4) **Waiver of Notice**

Attendance by a Director at any meeting of the Board of Directors for which the Director did not receive the required notice will constitute a waiver of notice of such meeting unless the Director objects at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called or convened.

**(5) Quorum**

A majority of the incumbent Directors (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business. At Board meetings where a quorum is present, a majority vote of the Directors attending shall constitute an act of the Board unless a greater number is required by the Certificate of Formation or by any provision of these bylaws.

**(6) Actions without a Meeting**

Any action required or permitted to be taken by the Board of Directors under the Texas Non-Profit Corporation Act, the Certificate of Formation, and these bylaws may be taken without a meeting, if a majority of Directors individually and collectively consent in writing, setting forth the action to be taken. Such written consent shall have the same force and effect as a unanimous vote of the Board.

**(7) Open Meetings**

Meetings shall be open to the general public, except when personnel, real estate, or litigation matters are being discussed.

**(8) Proxy Voting Prohibited**

Proxy voting is permitted but only in exceptional circumstances such as medical disability or being in a location with no phone or internet service such that (9) below cannot be used.

**(9) Meetings by Remote Communications Technology**

Pursuant to Texas Code Sec. 22.002, a meeting of the board of directors of TCI, or any committee designated by the board of directors of a corporation may be held by means of a remote electronic communications system, including telepresence, videoconferencing technology, the Internet or any similar future technology, only if:

- (1) each person entitled to participate in the meeting consents to the meeting being held by means of that system; (such consent is mandatory to accept a board membership of TCI and is irrevocable) and
- (2) the communications system provides access to the meeting in a manner or using a method by which each person participating in the meeting can communicate concurrently with each other participant.

**ARTICLE VII**  
**Officers**

**(1) Roster of Officers**

The Corporation shall have a President, Vice President, Secretary, and Treasurer. The Corporation may have, at the discretion of the Board of Directors, such other officers as may be appointed by the Directors. One person may hold two or more offices, except those serving as President or Secretary.

**(2) Election and Removal of Officers**

All officers shall serve one-year terms. The election shall be conducted at the Board of Directors' first meeting of the fiscal year and following the election of the new Board of Directors filling expired terms, or as soon as practical thereafter. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Board of Directors attending the meeting.

**(3) Vacancies**

If a vacancy occurs during the term of office for any elected officer, the Board of Directors shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Directors present.

**(4) President**

- \* The President will supervise and control the affairs of the Corporation and shall exercise such supervisory powers as may be given her by the Board of Directors.
- \* The President will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Board of Directors. The President shall preside at all board meetings and shall exercise parliamentary control in accordance with Roberts Rules of Order.
- \* The President shall serve as an ex-officio member of all standing committees, unless otherwise provided by the Board of Directors or these bylaws.
- \* The President shall, with the advice of the Board of Directors and in accordance with the requirements of these bylaws, set the agenda for each meeting of the Board of Directors.

**(5) Vice President**

- \* The Vice President shall act in place of the President in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the board.
- \* The Vice President shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

**(6) Secretary**

- \* The Secretary will perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Certificate of Formation, or by these bylaws.
- \* The Secretary shall attest to and keep the bylaws and other legal records of the Corporation, or copies thereof, at the principal office of the Corporation.
- \* The Secretary shall take or ensure that someone takes minutes of all meetings of the committees and Board of Directors, and shall keep copies of all minutes at the principal office of the Corporation.
- \* The Secretary shall keep a record of the names and addresses of the Directors at the principal office of the Corporation.
- \* The Secretary shall, with the approval of the Board of Directors, set up procedures for any elections held by the Corporation. The Secretary shall keep a record of all votes cast in such elections.



- \* The Secretary shall ensure that all records of the Corporation, minutes of all official meetings, and records of all votes, are made available for inspection by any member of the Board of Directors at the principal office of the Corporation during regular business hours.
- \* The Secretary shall see that all notices are duly given in accordance with these bylaws or as required by law.
- \* The Secretary shall see that all books, reports, statements, certificates, and other documents and records of the Corporation are properly kept and filed.
- \* In the case of the absence or disability of the Secretary, or the Secretary's refusal or neglect to fulfill the duties of Secretary, the Vice President shall perform the functions of the Secretary.

**(7) Treasurer**

- \* The Treasurer will have charge and custody of all funds of the Corporation, will oversee and supervise the financial business of the Corporation, will render reports and accountings to the Directors as required by the Board of Directors, and will perform in general all duties incident to the office of Treasurer and such other duties as may be required by law, by the Certificate of Formation, or by these bylaws, or which may be assigned from time to time by the Board of Directors.
- \* The Treasurer shall give to the Corporation a bond with one or more sureties for the faithful performance of the duties of the office and for the restoration to the Corporation--in the case of his or her death, resignation, retirement, or removal from office--all books, papers, vouchers, money, and other property of whatever kind in his or her possession or under his control belonging to the Corporation. The amount of the bond shall be determined by the Board of Directors.
- \* The Treasurer and the staff of the Corporation shall devise a plan providing for the acceptance and disbursement of all funds of the Corporation which shall be approved by the Board of Directors.
- \* The Treasurer, with the approval of the Board of Directors, shall set up all checking, savings, and investment accounts of the Corporation and deposit all such funds in the name of the Corporation in such accounts.
- \* The Treasurer's signature shall be the authorized signature for all checking, savings, and investment accounts of the Corporation unless the Treasurer, with the approval of the Board of Directors, designates another member of the Board of Directors or employee of the Corporation as the authorized signatory for a particular type of disbursement.
- \* The Treasurer shall prepare a monthly report for the Board of Directors, providing an accounting of all transactions and of the financial conditions of the Corporation.
- \* The Treasurer shall keep all financing records, books, and annual reports of the financial activities of the Corporation at the principal office of the Corporation and make them available at the request of any Director or member of the public during regular business hours for inspection and copying.

**ARTICLE VIII**

## **Rules of Procedure**

The proceedings and business of the Board of Directors shall be governed by Robert's Rules of Parliamentary Procedure unless otherwise provided herein.

### **ARTICLE IX** **Executive Director**

The Board of Directors may, upon resolution, appoint an Executive Director to serve at the board's discretion and to carry out whatever tasks the board from time to time resolves. The Executive Director shall be paid an annual salary set by the Board of Directors. Subject to such supervisory powers as are vested in the Board of Directors, the Executive Director shall supervise, direct, and control the business of the Corporation and actively manage its business, and shall have such other powers and duties as may be prescribed by the Board of Directors or by these bylaws.

The Executive Director may engage in negotiations involving commitments of the resources of the Corporation or the acceptance of money or resources by the Corporation in furtherance of the purposes of the Corporation as set out in the Articles of Incorporation and these bylaws. The Executive Director shall generally be expected to attend all meetings of the Board of Directors and meetings of the general membership.

### **ARTICLE X** **Operations**

#### **(1) Execution of Documents**

Unless specifically authorized by the Board of Directors or as otherwise required by law, all final contracts, deeds, conveyances, leases, promissory notes, or legal written instruments executed in the name of and on behalf of the Corporation shall be signed and executed by the Executive Director or the President (or such other person designated by the Board of Directors), pursuant to the general authorization of the Board. All purchase and conveyances of real estate, merger with other business entities, shall be signed by the President or two other members of Executive Committee and must be approved by a resolution of the Board of Directors.

#### **(2) Disbursement of Funds**

**Financial Transactions which have a value of \$50,000 or more** shall require majority approval of the Board of Directors or Executive Committee if a majority of the Board of Directors is not immediately available to vote on the transaction. In all other transactions, the Executive Director or President may dispense with the funds of the Corporation in accordance with the annual budget approved by the Board of Directors and the purposes of the Corporation as set out in the Certificate of Formation and these bylaws. Notwithstanding the above, all checks of more than \$25,000 disbursing funds from any of the Corporation's accounts shall require the signatures of at least two of the

following: the Executive Director, President, Vice President, Secretary, or Treasurer or any Board Member.

**(3) Procurement Policy**

The Corporation shall seek at least two, preferably three, competitive bids on an expenditure over \$15,000. The Corporation shall award the contract to the low bidder unless the Board of Directors decides otherwise by majority vote. Other more complicated procurements and contract over \$15,000 shall be handled by a majority vote of the Executive Committee on an *ad hoc* basis.

**(4) Records**

The Corporation will keep correct and complete records of account and will also keep minutes of the proceedings of the Board meetings and Committees. The Corporation will keep at its principal place of business the original or a copy of its bylaws, including amendments to date certified by the Secretary of the Corporation.

**(5) Inspection of Books and Records**

All books and records of this Corporation may be inspected by any Director for any purpose at any reasonable time on written demand.

**(6) Loans to Management**

The Corporation will make no loans to any of its Directors or Officers.

**(7) Amendments**

The Board of Directors may adopt amendments to the Certificate of Formation by a vote of sixty percent (60%) of Directors present at a meeting where a quorum (75%) is present. The bylaws may be amended at any time by a vote of the majority of Directors at a meeting where a quorum is present.

**(8) Fiscal Year**


The fiscal year for the Corporation will be the calendar year (i.e. January 1 to December 31 of any given year.

**(9) Audit**

The Corporation shall have an annual audit to be completed by March 1 of each year for the previous fiscal year.

**CERTIFICATION**

I hereby certify that these bylaws were adopted by the Board of Directors of the Trek Continues, Inc. at its meeting held on January 13, 2015.

  
Secretary **DAVID H. ARLANDO**

**CODE OF ETHICS FOR MEMBERS OF TREK CONTINUES, INC. BOARD OF DIRECTORS**

**(Exhibit A to Bylaws: Also Includes Appendix A: IRS EO Conflict of Interest Policy)**

As board of directors member (director, member or teammate), I shall:

1. Listen carefully to my teammates.
2. Respect the opinion of my fellow board members.
3. Respect and support the majority decisions of the board.
4. Recognize that all authority is vested in the full board only when it meets in legal session.
5. Keep well-informed of developments relevant to issues that may come before the board.
6. Participate actively in board meetings and actions.
7. Bring to the attention of the board any issues that I believe will have an adverse effect on the organization or those we serve.
8. Attempt to interpret the needs of those we serve to the organization and interpret the actions of the organization to those we serve.
9. Refer complaints to the proper level in the chain of command.
10. Recognize that my job is to ensure that the organization is well-managed, not to manage the organization.
11. Represent all those whom this organization serves and not a particular geographic area or interest group.
12. Consider myself a "trustee" of the organization and do my best to ensure that it is well-maintained, financially secure, growing and always operating in the best interest of those we serve.
13. Always work to learn how to do my job better.
14. Declare conflicts of interest between my personal life and position on the board and abstain from voting when appropriate.
15. Follow each and every one of goals, and totally avoid (and report the misdeeds of others) all of the restrictions stated in the Certificate of Formation, which I have carefully read.

As a member of the board team, I shall not:

1. Criticize fellow board members or their opinions in or out of the boardroom.
2. Use the organization for my personal advantage or that of my friends or relatives.
3. Discuss the confidential proceedings of the board outside the boardroom.
4. Promise how I will vote on any issue before a meeting.
5. Interfere with the duties of the chief staff executive or undermine his/her authority with staff member.

## Appendix A: TCI Conflict of Interest Policy

**Note:** Items marked *Hospital insert – for hospitals that complete Schedule C* are intended to be adopted by hospitals.

### Article I Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### Article II Definitions

#### 1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

#### *[Hospital Insert – for hospitals that complete Schedule C*

*If a person is an interested person with respect to any entity in the health care system of which the organization is a part, he or she is an interested person with respect to all entities in the health care system.]*

#### 2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### Article III Procedures

#### 1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

#### 2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

#### 3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

#### **4. Violations of the Conflicts of Interest Policy**

- a.** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b.** If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **Article IV** **Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a.** The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b.** The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### **Article V** **Compensation**

- a.** A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b.** A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c.** No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

***[Hospital Insert – for hospitals that complete Schedule C***

- d.** Physicians who receive compensation from the Organization, whether directly or indirectly or as employees or independent contractors, are precluded from membership on any committee whose jurisdiction includes compensation matters. No physician, either individually or collectively, is prohibited from providing information to any committee regarding physician compensation.]

#### **Article VI** **Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a.** Has received a copy of the conflicts of interest policy,
- b.** Has read and understands the policy,
- c.** Has agreed to comply with the policy, and
- d.** Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

#### **Article VII** **Periodic Reviews**

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a.** Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b.** Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

#### **Article VIII** **Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

TCI's First Annual Board of Directors Meeting

**Trek Continues, Inc.  
Meeting of the Board of Directors  
Wednesday, January 24, 2015**

The board meeting was convened at 7:40AM by Vic Mignogna. In attendance: Steven Dengler (in person), Barb Myers (in person), William Smith (in person), Dave Arland (in person), and Thomas Duffy (via videoconference.)

1. **Election of Officers:** The board members voted unanimously to elect the following officers of the corporation:

Vic Mignogna	Executive Chairman
Steven Dengler	Vice President
Barb Myers	Treasurer
Dave Arland	Secretary
Will Smith	Independent Director

Thomas Duffy will serve at the discretion of the board as Chief Financial Officer and Chief Legal Counsel.

2. **By-Laws:** The By-Laws and Code of Ethics proposed by counselor Duffy were unanimously approved.

3. **Financial Management:** The corporation's fiscal year will run concurrent with the calendar year. Mr. Duffy will be hired to insure that year-end federal and state tax returns are filed properly. Even though the organization is incorporated in the State of Texas, state tax returns will be filed in Georgia (since most of the activities of the organization involve business transactions in the southeastern U.S.) As Treasurer, Barbara is pulling together records from the shoot that is now underway, including W-9's for U.S. citizens and similar forms for those from out of the country. Tom Duffy reported that he is seeking to have 2013 and 2014 years covered in the 501(c)3 status now being pursued with the IRS for the corporation.

4. **Budgeting:** The board agreed that future productions will require approval of a general budget. Barbara is collecting information from various sources to assist with budget planning for future productions. Vic Mignogna continues to negotiate with the Starship Farragut group regarding a buyout of their financial position in the Kingsland, Georgia shooting sets and continues discussions with the building owner regarding the potential of securing a multi-year lease to lock in the most favorable terms possible.

The meeting was adjourned at 8:30AM.

Respectfully submitted,

David H. Arland, Secretary

**Form 205**  
**(Revised 05/11)**

This space reserved for office use.



Submit in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512 463-5709  
**Filing Fee: \$300**

**Certificate of Formation**  
**Limited Liability Company**

**FILED**  
In the Office of the  
Secretary of State of Texas  
MAR 22 2013  
**Corporations Section**

**Article 1 – Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

**Trek Continues L.L.C.**

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

**Article 2 – Registered Agent and Registered Office**

(See instructions. Select and complete either A or B and complete C.)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

**Victor**

**J**

**Mignogna**

*First Name*

*M.I.*

*Last Name*

*Suffix*

C. The business address of the registered agent and the registered office address is:

**7810 Pickford Knolls CT**

**Houston**

**TX**

**77041**

*Street Address*

*City*

*State*

*Zip Code*

**Article 3—Governing Authority**

(Select and complete either A or B and provide the name and address of each governing person.)

A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

**GOVERNING PERSON 1**

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

**Victor**

**J**

**Mignogna**

*First Name*

*M.I.*

*Last Name*

*Suffix*

OR

IF ORGANIZATION

*Organization Name*

ADDRESS

**7810 Pickford Knolls CT**

**Houston**

**TX**

**USA**

**77041**

*Street or Mailing Address*

*City*

*State*

*Country*

*Zip Code*

**RECEIVED**

**MAR 22 2013**

**Secretary of State**



<b>GOVERNING PERSON 2</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

<b>GOVERNING PERSON 3</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

### Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

### Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

**Organizer**

The name and address of the organizer:

**Vic Mignogna**

*Name*

**7810 Pickford Knolls CT**

**Houston**

**TX 77041**

*Street or Mailing Address*

*City*

*State Zip Code*

**Effectiveness of Filing** (Select either A, B, or C.)


- A.  This document becomes effective when the document is filed by the secretary of state.
- B.  This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_
- C.  This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

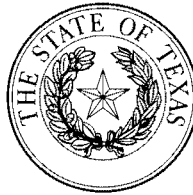
**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 2/21/2013

  
\_\_\_\_\_  
Signature of organizer  
**Vic Mignogna**  
\_\_\_\_\_  
Printed or typed name of organizer

**Print**      **Reset**



## Office of the Secretary of State

Star Trek Continues LLC Changes its Name to Far From Home, LLC

### CERTIFICATE OF FILING OF

Far From Home L.L.C.  
801756164

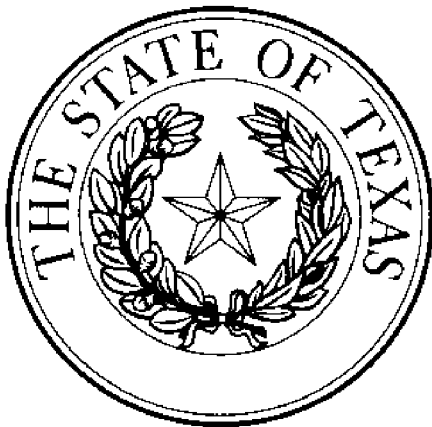
[formerly: Trek Continues L.L.C.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 06/12/2013

Effective: 06/12/2013



A handwritten signature in black ink, appearing to read "John Steen".

John Steen  
Secretary of State

**FAR FROM HOME, LLC**  
**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL - INCOME TAX BASIS**

As of December 31, 2013

**ASSETS**

<b>CURRENT ASSETS</b>		
CHECKING	\$	<u>110,800.90</u>
<b>TOTAL CURRENT ASSETS</b>		<u>110,800.90</u>
<b>PROPERTY AND EQUIPMENT</b>		
<b>TOTAL ASSETS</b>	\$	<u><u>110,800.90</u></u>

**LIABILITIES AND CAPITAL**

<b>CURRENT LIABILITIES</b>		
A/P - VIC	\$	41,514.35
DEFERRED INCOME		<u>76,375.70</u>
<b>TOTAL CURRENT LIABILITIES</b>		<u>117,890.05</u>
<b>LONG-TERM LIABILITIES</b>		
<b>TOTAL LIABILITIES</b>		<u>117,890.05</u>
<b>CAPITAL</b>		
CAPITAL		<u>(7,089.15)</u>
<b>TOTAL CAPITAL</b>		<u>(7,089.15)</u>
<b>TOTAL LIABILITIES AND CAPITAL</b>	\$	<u><u>110,800.90</u></u>

See Accountants' Compilation Report

**FAR FROM HOME, LLC**  
**Statement of Revenue & Expenses - Tax Basis**  
**December 31, 2013**

		%
<b>REVENUES</b>		
REVENUES - KICKSTARTER	\$ <u>38,187.85</u>	<u>100.00</u>
<b>TOTAL REVENUES</b>	<u>38,187.85</u>	<u>100.00</u>
<b>GROSS PROFIT</b>	<u>38,187.85</u>	<u>100.00</u>
<b>OPERATING EXPENSES</b>		
INSURANCE	1,000.00	2.62
LODGING	2,800.00	7.33
PRODUCTION COSTS	26,777.00	70.12
TRAVEL	<u>14,800.00</u>	<u>38.76</u>
<b>TOTAL OPERATING EXPENSES</b>	<u>45,377.00</u>	<u>118.83</u>
<b>OPERATING INCOME (LOSS)</b>	<u>(7,189.15)</u>	<u>(18.83)</u>
<b>INCOME (LOSS) BEFORE FED. INC. TAX</b>	<u>(7,189.15)</u>	<u>(18.83)</u>
<b>NET INCOME (LOSS)</b>	<u>\$ (7,189.15)</u>	<u>(18.83)</u>

See Accountants' Compilation Report



FFH Declared 1/3 of KS Funds in 2013 & 2/3 in 2014 -- Good Explanation of Both Years

April 28, 2015

Internal Revenue Service  
1973 N. Rulon White Blvd.  
Ogden, UT 84201-0021

Re: Victor J. Mignogna  
SSN 189-46-1713  
Form 1040  
Year 2013

Dear Sirs:

I am responding to your CP 2000 notice dated February 17, 2015, a copy of which is attached, on behalf of the afore-named taxpayer. Two Forms 2848 authorizing me to represent the taxpayer are attached hereto, one for the taxpayer and one for his entity, Far From Home, LLC.

Our response has been delayed by two factors. First, the taxpayer has been working away from his residence for an extended period of time and was dependent upon a neighbor to forward any meaningful mail to him at his current workplace. The neighbor did not recognize the importance of the CP 2000 notice and did not promptly provide it to the taxpayer. Second, once the taxpayer received the notice in late March and was able to provide it to me, I was immersed in meeting the April 15 filing deadline for my tax clients and did not have the time to fully respond to the notice.

The CP 2000 notice lists a number of 1099s received by the IRS reporting income paid to the taxpayer. The notice indicates that one of the 1099s, from Amazon Payments, Inc., was not fully reported on the taxpayer's 2013 Form 1040, and assesses additional tax accordingly. While it is true that the taxpayer did not report all of the 1099 from Amazon as income on his 2013 tax return, much of the proceeds were not income for 2013 and I will explain the reasons therefor in the remainder of this letter.

The taxpayer works in the entertainment business and had two distinct Schedules C for 2013. One Schedule C was for music production and is reported on the cash basis. All of the Forms 1099 reported on the CP 2000 except the one from Amazon related to that activity and are reported on his music production Schedule C. A copy of that Schedule C is attached for your reference.

The other Schedule C was a new one in 2013 and related to production of three episodes of a web-based science fiction video series. The taxpayer formed a single-member LLC called Far From Home, LLC to produce this series. To raise funds for the production costs, the taxpayer engaged in a Kickstarter crowd-funding campaign to obtain funding from public sources who would be interested in having the series made and ultimately viewing it on the Internet. The taxpayer was successful in raising \$125,400 to make the three episode series. Amazon handled the collection of the funds from the Kickstarter campaign and remitted the collections of \$125,400 to the taxpayer, net of Amazon's commission of \$10,836. Thus, the taxpayer ultimately received \$114,564 of the raised funds in 2013.

Because the taxpayer was aware that it would take a couple years to logistically produce the three episodes, he elected to account for the activities of Far From Home, LLC on the accrual basis. As such, one – third of the funds collected would be reported as revenues as each episode was produced. The costs of that episode would be applied against those revenues to determine the profit or loss of each episode. In 2013 only one episode of the series was produced and, as such, one-third of the collections from the Kickstarter campaign were recognized as income in 2013. The remaining two episodes were produced in 2014 and 2015 and the remaining two-thirds of the Kickstarter collections will be reported on the taxpayer's Forms 1040 for those years, as will the expenses incurred in producing those episodes.


On the taxpayer's 2013 Schedule C for Far From Home, LLC, \$41,800 was reported as gross receipts, which is exactly one-third of the \$125,400 raised by the Kickstarter campaign. One-third of the commissions of \$10,836 withheld from the proceeds by Amazon, or \$3,612, was reported as commission expense on the Schedule C for Far From Home, LLC. The expenses of producing the first episode of the series were also included on the Schedule C. Furthermore, the taxpayer made a disclosure with the tax return that \$125,400 was collected in 2013, but only \$41,800 was being reported as income due to the taxpayer's method of accounting for the activities of Far From Home, LLC. Copies of the Schedule C and the attachment with the disclosure are attached for your reference.

IRS Reg. §1.446-1 permits a taxpayer with multiple businesses to use separate methods of accounting for each business as long as a separate set of books is maintained for each business. Far From Home, LLC maintained its own set of books and even prepared compiled financial statements for 2013 on an accrual basis. Please see a copy of the compiled financial statements attached hereto. The only difference between the financial statements and the Schedule C is that the Statement of Revenue & Expenses – Tax Basis reports the Kickstarter revenues net of the Amazon commissions. You will also note that the receipts not yet recognized as income are shown on the Statement of Assets, Liabilities and Capital – Income Tax Basis as deferred income in the liability section of the statement.

IRS Reg. §1.446-1 also allows a taxpayer to select any method of accounting that clearly reflects income. I would assert that the accrual method clearly reflects income for the activities of Far From Home, LLC in that income is not earned until an episode is produced. Furthermore, recognition of income as an episode is produced allows for the matching of the revenues for the production against the related expenses of producing that episode.

Based on this information, please revise your records to show that the taxpayer does not owe any additional tax for 2013 and send a new notice to that effect. Thank you in advance for your cooperation in this matter.

Sincerely yours,



Richard E. Lytle

Enclosures





## Funding summary

Final as of 24 Nov 2013

Your payment:

**\$114,563.55**

[contact us.](#)

Sent 24 Nov, 2013 to:

Account:  
XXXXXXXX2986

[Print-friendly invoice](#)

Payments may take several business days to post to your account. If you cannot locate the funds, please

<b>Funds raised</b>	Gross pledges	\$126,028.00
	Dropped pledges	-\$2299.00
	Refunds	-\$0.00
		<b>\$123,729.00</b>
<b>Deductions</b>	Kickstarter fee	-\$6186.45
<a href="#">View fees</a>	Payment processing fee	-\$2979.00
		<b>-\$9,165.45</b>
	<b>Total funding</b>	<b>\$114,563.55</b>



P.O. Box 15284  
Wilmington, DE 19850

FAR FROM HOME LLC  
7810 PICKFORD KNOLLS CT  
HOUSTON, TX 77041-1274

**Customer service information**

☎ 1.888.BUSINESS (1.888.287.4637)

🌐 bankofamerica.com

🏢 Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Business Fundamentals Chk

for November 1, 2013 to November 30, 2013

Account number: 4880 4267 5691

### Account summary

Beginning balance on November 1, 2013	\$8,861.33
Deposits and other credits <i>See detail</i>	148,563.55
Withdrawals and other debits	-43,558.39
Checks	-0.00
Service fees	-0.00
<b>Ending balance on November 30, 2013</b>	<b>\$113,866.49</b>

# of deposits/credits: 3

# of withdrawals/debits: 12

# of items-previous cycle<sup>1</sup>: 0

# of days in cycle: 30

Average ledger balance: \$28,951.31

<sup>1</sup>Includes checks paid, deposited items & other debits

## **IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS**

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers- If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

© 2013 Bank of America Corporation

**Bank of America, N.A. Member FDIC and  Equal Housing Lender**

FFH November 2013 Bank Statement - Second Entry (11/25/13) is KS/Amazon Funds

Your checking account



FAR FROM HOME LLC | Account # 4880 4267 5691 | November 1, 2013 to November 30, 2013

Deposits and other credits

Date	Description	Amount
11/14/13	Agent Assisted Transfer From Chk 8085 Confirmation# 2844806056	9,000.00
11/25/13	Amazon Payments Des:Deposit Id:Nttmp4mt0thq0y	114,563.55
11/29/13	Counter Credit	25,000.00
<b>Total deposits and other credits</b>		<b>\$148,563.55</b>

*Loan from Vic*  
*Deferral Income*  
*Loan from Vic*

Withdrawals and other debits

Date	Description	Amount
11/01/13	GA TLR cash withdrawal from CHK 5691	-2,000.00
11/18/13	PAYPAL DES:ECHECK ID:J2222227E6SQS	-4,625.00
11/18/13	PAYPAL DES:INST XFER ID:J2222227E6YXU	-1,218.00
11/18/13	PAYPAL DES:INST XFER ID:J2222227EARAL	-976.00
11/18/13	PAYPAL DES:INST XFER ID:J2222227EATAG	-226.00
11/20/13	PAYPAL DES:INST XFER ID:5EN227LQQ6XQJ	-233.00
11/22/13	PAYPAL DES:INST XFER ID:J2222227TUAZ8	-575.00
11/29/13	CA TLR transfer to SAV 1822	-30,000.00
Card account # 4635 7200 1149 0248		
11/04/13	CHECKCARD 1101 REGAL PLASTIC SUPPLY CO IRVING TX 24207853306160501021576 CKCD 5085 4635720011490248 4635 7200 1149 0248	-302.86
11/08/13	CHECKCARD 1029 DELTA AIR 00672624462 NORWALK CT 24717053311583110733351 CKCD 3058 4635720011490248 4635 7200 1149 0248	-314.75
11/12/13	CHECKCARD 1108 SLEEP INN & SUITES 912-6737116 GA 24013393313000543814095 CKCD 3631 4635720011490248 4635 7200 1149 0248	-2,647.35
11/25/13	CHECKCARD 1120 ALASKA AIR 02721370862 SEATTLE WA 24431063326824500901001 CKCD 3256 4635720011490248 4635 7200 1149 0248	-440.43
<b>Subtotal for card account # 4635 7200 1149 0248</b>		<b>-\$3,705.39</b>
<b>Total withdrawals and other debits</b>		<b>-\$43,558.39</b>

*Food on set*  
*Prod*  
*Makeup/prosthetics*  
*Dest by*  
*Gas & incidentals (supplies)*  
*Prod.*  
*Travel*  
*Loan from Vic*

## Service fees

Your monthly fee is waived for the previous statement cycle because:

At least one of the following occurred

- \$250 in new purchases on a linked Business debit card
- \$250 in new purchases on a linked Business credit card
- \$3,000+ minimum daily balance in primary checking account
- \$5,000+ average monthly balance in primary checking account
- \$15,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness).

## Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
11/01	6,861.33	11/14	12,596.37	11/22	4,743.37
11/04	6,558.47	11/18	5,551.37	11/25	118,866.49
11/08	6,243.72	11/20	5,318.37	11/29	113,866.49
11/12	3,596.37				

**Actual & Projected Budgets (All Years Are 1/1 to 12/31)**

	First Year 2013 (actual)	Second 2014 (actual)	Third 2015 (projected)	Fourth 2016	TOTAL
<b><u>Support and Revenue</u></b>					
Contribution Income - Vic Mignonga	\$689	\$52,267	\$20,000		\$72,956
Grants					
Dues					
Fees for Services					
Fundraisers - KickStarter.com	\$41,800	\$83,600	\$214,000	\$300,000	\$639,400
Carry-over of Cash in Bank Acct				\$24,247	\$24,247
Sales				(acct. bal 12/3/15)	
Dracogen/Dengler Sponsorship	\$6,500	\$9,000	\$59,000	\$0	\$74,500
Anonymous Fan Paying Building Rent		\$24,000	\$0	\$0	\$24,000
Total	\$48,989	\$168,867	\$293,000	\$324,247	\$510,856

**Expenses**

Accounting/Bookkeeping		\$0	\$0		\$0
Contractual Fees to Actors		\$9,850	\$13,080	\$12,000	\$34,930
Gas Reimbursement to Volunteers		\$1,286	\$1,400	\$1,300	\$3,986
Fundraising Expenses	\$3,612	\$7,224	\$17,500	\$25,000	\$53,336
Insurance	\$1,000	\$1,730	\$2,000	\$2,500	\$7,230
Legal Fees			\$4,000	\$5,000	\$9,000
Sets & Wardrobe - See Note.		\$14,780	\$65,000	\$65,000	\$144,780
Audio/Video Rentals		\$4,901	\$6,000	\$5,000	\$15,901
Rent		\$24,000	\$53,000	\$60,000	\$137,000
Contract Labor (Mostly Crew)		\$41,400	\$48,215	\$50,000	\$139,615

	Year	2013	2014	2015	2016	TOTAL
Supplies			\$2,001	\$3,000	\$3,000	\$8,001
Hotel for Cast & Crew			\$25,134	\$20,000	\$21,000	\$66,134
Telephone						
Travel		\$17,600	\$14,579	\$16,000	\$15,000	\$63,179
Makeup Supplies			\$12,217	\$8,000	\$10,000	\$30,217
Production Costs - Episode 1		\$26,777	-	-		\$26,777
Meals (100% due to Bus Necessity)			\$9,765	\$12,000	\$13,000	\$34,765
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	Total	\$48,989	\$168,867	\$269,195	\$287,800	\$774,851
	<b>Net Revenue Less Expenses</b>	<u>\$0</u>	<u>\$0</u>	<u>\$23,805</u>	<u>\$36,447</u>	<u>xxxxxxxxx</u>

Note: 2015 incl \$50K Bridge Set  
which is being expensed under  
IRC § 179.  
2016 incl \$50K delayed  
planet set - also § 179  
Sets should go down to  
\$15K-\$20K thereafter.

Balance Sheet

Balances as of December 1, 2015  
 (Likely be Same on Dec 31, 2015)

Assets

Cash	\$0	
Checking	\$24,247	as of 12/03/15
Savings	\$0	
Inventories	\$0	
Investments	\$0	
Star Ship Set (est replcmt value)	\$275,000	incl wardrobe & props
Land & Buildings	\$54,000	Lease value = Rent
Intellectual Property (Website & Episodes) See note.	?	No idea or belongs to fans
	<hr/>	
Total	\$353,247	

Liabilities

Accounts Payable	\$0	
Loans from Officers & Directors	\$0	
Rent on Warehouse for Set	\$54,000	2 mos @\$2K & 10 mos @ \$5K
Promise to Finish Episodes et al. (Episodes 6 & 7: est 75% completed) (Eng. Room Set Complete) See note.	\$273,000	Valued at donation value of KS2 + \$59K from Steve
	<hr/>	
Total	\$327,000	

Net Assets \$26,247

Notes: 1) Promise to build Planet Set  
 superceeded by necessity of buying  
 Brige Set from owners; both valued ~\$50K.  
 2) Re IP: clearly not worthless but  
 mission is to distribute episodes and  
 have artistic, educational & scientific  
 website at no charge to public.



Vic & Steve Certifying Neither FFH or TCI Owes Them Any Money  
(Necessary Because Accountant Listed Contributions as Payables)

**Note for Forgiveness of Possible Indebtedness**

I, Victor J. Mignogna, residing at 7910 Pickford Knolls Court, Huston, Texas, do hereby release, void and forgive any account payable, or any other kind of debt, which may be owed to me by the two non-profit entities which have been involved in the production of the Star Trek Continues Web Series, which are Far From Home, LLC (FFH) and Trek Continues Incorporated (TCI).

Specifically, at the time I made the following transfers to FFH or TCI, I considered the money to be a donation, or other possibly deductible item, for the initiation or the completion of given episodes in the STC web series and not a "loan" which had to be repaid. This Forgiveness Note has been made necessary because FFH's accountant documented \$41,514 from the 2011-2013 production of Episode 1 in the STC web series as an account payable to Vic Mignogna on FFH's 2013 Balance Sheet. The accountant did not realize that up to \$28,500 of the \$41,514. Only some fraction of the \$41,514 was money I put in to the STC Project. (The Balance Sheet is available as Exhibit 3 on Appendix page 16 with this Note being part of Exhibit 7 for the Form 1023 IRS Application.) Further, I have continued to provide funds throughout 2014 and 2015 as needed for the project. I have very good records for the exact amount of this money. However, for purposes of this document, whatever the amount, it was not an account payable, loan, note or other instrument or oral statement evidencing a debt of any kind. The accountant just made an understandable mistake.

This Note in no way impairs my ability to deduct the transferred money through any other legal means except declaring it a bad or uncollectible debt.

This document was drafted by Thomas B. Duffy, Esquire who is counsel to TCI and also had to be counsel to FFH also to complete the necessary transfers from FFH to TCI. I do not think this document creates a conflict as to myself or these entities but, if it does, I waive any such conflict both personally as well as in my capacity as an authorized executive for both entities. In any case, I acknowledge that he is not my personal lawyer and he is completely acting in the best interests of TCI. Obviously, while this document does not change the *status quo ante* from my perspective, it still could be, and possibly is, against my interests to sign this Note. I am a self-employed artist and businessperson in the entertainment industry and I very familiar with contracts. I note for the record that I have been told to obtain private counsel to review this document. I have consulted with my private counsel (or not) to the extent I felt was necessary before signing.

I affix my signature to this Note this 20 day of NOVEMBER, 2015 as follows:

  
Victor J. Mignogna

XXX----- No Part of this document appears below. Please see Page 2 for Notarization -----XXX

Please enter any location or jurisdiction references in this space:

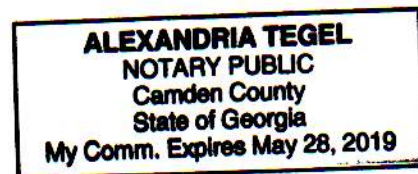
VICTOR J. MIGNOGNA PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Signatory in the above and foregoing instrument of writing, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and in the year and for the purposes therein mentioned.

GIVEN under my hand and official seal of office on this the 20<sup>th</sup> day of November, 20 15

Alexandria Tegel  
Name: Alexandria Tegel

Please state the title or office under which you notarize documents: Relationship Banker - Notary Public

You may enter any seal if you wish in the space below:



If you are a Notary, please note the date Your Commission expires: May 28, 2019.



**Note for Forgiveness of Possible Indebtedness**

I, Steven W. Dengler, residing at 47 Cormorant Crescent, Woodbridge, Ontario, Canada, do hereby release, void and forgive any account payable, or any other kind of debt, which may be owed to me or to Dracogen Inc. (formerly Dracogen Strategic Investments) by the two non-profit entities which have been involved in the production of the Star Trek Continues Web Series, which are Far From Home, LLC (FFH) and Trek Continues Incorporated (TCI). I note that I do not believe any money is owed to me.

Specifically, when the following transfers were made to FFH or TCI, I considered the money to be payment for advertising in relation to a very popular website and a very high quality new media production. There are numerous very favorable mentions of me and my firm, Dracogen Inc. (formerly known as Dracogen Strategic Investments) on both the website, in printed promotional materials, and in the credits for every episode. Star Trek fans are a particularly creative and well-educated group of people and I wanted to hear from these fans so that Dracogen could evaluate possibly funding their projects. I also wanted the high quality production values of Star Trek Continues to be associated with other new media projects funded by Dracogen Inc..

The transfers were:

2011 Dec 23	USD \$13,000	
2013 Feb 21	USD \$9,000	
2013 Aug 08	USD \$6,500	
Subtotal for 2013 & before:		USD \$28,500 (Episode 1)
2014 Jun 05	USD \$9,000	
2015 Feb 18	USD \$9,000	
Subtotal for 2014/15:		USD \$18,000 (Episodes 3, 4 & 5)
Total:		USD \$46,500

I realize this note is an exhibit in TCI's IRC § 501(c)(3) application (Form 1023) to convince the IRS that neither FHH nor TCI owe me, or any business in which I am involved, any money.

This document was drafted by Thomas B. Duffy, Esquire who is counsel to TCI. I acknowledge that he is not my personal lawyer and he is completely acting in the best interests of TCI. Obviously, while this document does not change the *status quo ante* from my perspective, it still could be against my interests to sign this Note. I am a businessperson very familiar with contracts and I have consulted with my counsel to the extent I felt was necessary before signing.

I affix my signature to this Note this 25<sup>th</sup> day of NOVEMBER, 2015 as follows:



Steven W. Dengler

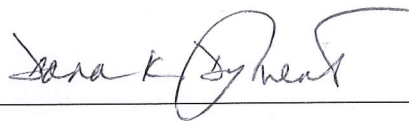
XXX ----- No Part of this document appears below. Please see Page 2 for Notarization -----XXX

Please enter any location or jurisdiction references in this space:

STEVEN W. DENGLER PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Signatory in the above and foregoing instrument of writing, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and in the year and for the purposes therein mentioned.

GIVEN under my hand and official seal of office on this the 25<sup>th</sup> day of

November, 2015.

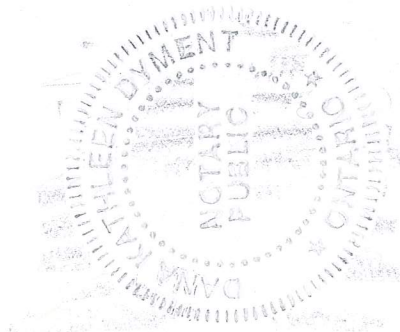


Name: **DANA KATHLEEN DYMENT**  
*Notary Public*

Please state the title or office under which you notarize documents: *in and for*  
**the Province of Ontario**

You may enter any seal if you wish in the space below:

**DANA DYMENT**  
Barrister and Solicitor  
17665 Leslie Street, Unit 45  
Newmarket, Ontario L3Y 3E3



If you are a Notary, please note the date Your Commission expires: *on death*.

FFH Zeros its Account by Paying Bills from Episode 4 (Last of KS1 Funds)  
Bus Platinum Privileges



P.O. Box 15284  
Wilmington, DE 19850

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

FAR FROM HOME LLC  
7810 PICKFORD KNOLLS CT  
HOUSTON, TX 77041-1274

## Your Business Fundamentals Checking Bus Platinum Privileges

for January 1, 2015 to January 31, 2015

Account number: 4880 4267 5691

FAR FROM HOME LLC

### Account summary

Beginning balance on January 1, 2015	\$40,132.31
Deposits and other credits	1,268.14
Withdrawals and other debits	-41,400.45
Checks	-0.00
Service fees	-0.00
<b>Ending balance on January 31, 2015</b>	<b>\$0.00</b>

# of deposits/credits: 4

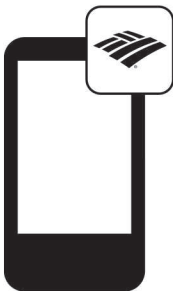
# of withdrawals/debits: 28

# of items-previous cycle<sup>1</sup>: 0

# of days in cycle: 31

Average ledger balance: \$10,250.23

<sup>1</sup>Includes checks paid, deposited items & other debits



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AR65HU7N | AD-03-14-0284.B



## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

**Change of address** - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

**Deposit agreement** - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

**Electronic transfers: In case of errors or questions about your electronic transfers**- If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

**Reporting other problems** - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

**Direct deposits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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**Bank of America, N.A. Member FDIC and  Equal Housing Lender**

**Deposits and other credits**

Date	Description	Amount
01/20/15	Checkcard 0118 Sleep Inn & Suites Kingsland Ga 7401339501900177011	355.95
01/20/15	Checkcard 0118 Sleep Inn & Suites Kingsland Ga 7401339501900177011	355.85
01/20/15	Checkcard 0118 Sleep Inn & Suites Kingsland Ga 7401339501900177011	0.10
01/29/15	Agent Assisted Transfer From Chk 8085 Confirmation# 3856190532	556.24

**Total deposits and other credits**

**\$1,268.14**

Note: FFH Zeros Acct by Overdrawing & Depositing \$556.24 Re: \$1100 Pymnt to Impact FX on 11/29/15

**Withdrawals and other debits**

Date	Description	Amount
01/02/15	PAYPAL DES:INST XFER ID:RALPHMILLER INDN:VICTOR MIGNOGNA CO ID:PAYPALS177 WEB	-898.00
01/02/15	PAYPAL DES:INST XFER ID:IMPAQT FX INDN:VICTOR MIGNOGNA CO ID:PAYPALS177 WEB	-55.00
01/07/15	GA TLR cash withdrawal from CHK 5691	-30,000.00
01/14/15	GA TLR cash withdrawal from CHK 5691	-5,000.00
01/20/15	PAYPAL DES:INST XFER ID:IMPAQT FX INDN:VICTOR MIGNOGNA CO ID:PAYPALS177 WEB	-530.00
01/20/15	PAYPAL DES:INST XFER ID:HBARUCKY INDN:VICTOR MIGNOGNA CO ID:PAYPALS177 WEB	-300.00
01/20/15	PAYPAL DES:INST XFER ID:THEATREDIVA INDN:VICTOR MIGNOGNA CO ID:PAYPALS177 WEB	-110.00
01/26/15	PAYPAL DES:INST XFER ID:DEBORHASHO INDN:VICTOR MIGNOGNA CO ID:PAYPALS177 WEB	-120.00
01/29/15	PAYPAL DES:INST XFER ID:IMPAQT FX INDN:VICTOR MIGNOGNA CO ID:PAYPALS177 WEB	-675.00
01/29/15	PAYPAL DES:INST XFER ID:IMPAQT FX INDN:VICTOR MIGNOGNA CO ID:PAYPALS177 WEB	-425.00

Card account # XXXX XXXX XXXX 0248

Note: Above \$1100 Payment to Post-Production Sp. Effects Firm

01/09/15	CHECKCARD 0107 SLEEP INN & SUITES 912-6737116 GA 24013395008000673137528 CKCD 3631 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-152.55
01/09/15	CHECKCARD 0107 MILLHOUSE STEAKHOUSE KINGSLAND GA 24081625008700119419169 CKCD 5812 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-329.87

continued on the next page

We appreciate your business

To learn more about our other business products and services, please visit us at

[bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness)

ARN5FMML | AD-10-14-0543.B

## Withdrawals and other debits - continued

Date	Description	Amount
01/12/15	CHECKCARD 0109 SLEEP INN & SUITES 912-6737116 GA 24013395010000885154671 CKCD 3631 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-152.55
01/12/15	CHECKCARD 0108 LONGHORN STEAK00053918 KINGSLAND GA 24399005009397000623495 CKCD 5812 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-129.55
01/12/15	CHECKCARD 0109 SLEEP INN & SUITES 912-6737116 GA 24013395010000885154655 CKCD 3631 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-355.95
01/13/15	CHECKCARD 0111 COMFORT SUITES KINGSLAN 912-5767555 GA 24013395012001079107945 CKCD 3562 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-435.05
01/14/15	CHECKCARD 0112 WILLIE JEWELS OLD SCHO KINGSLAND GA 24071055013985333292055 CKCD 5814 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-44.88
01/16/15	CHECKCARD 0115 OSAKA ICHIBAN, INC SAINT MARYS GA 24013395015001350031258 CKCD 5812 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-134.29
01/20/15	CHECKCARD 0115 COMFORT SUITES KINGSLAN KINGSLAND GA 24013395016001472104982 CKCD 3562 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-279.12
01/20/15	CHECKCARD 0115 COMFORT SUITES KINGSLAN 912-5767555 GA 24013395016001472105062 CKCD 3562 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-186.45
01/20/15	CHECKCARD 0116 SLEEP INN & SUITES 912-6737116 GA 24013395018001693008556 CKCD 3631 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-355.95
01/20/15	CHECKCARD 0117 SLEEP INN & SUITES 912-6737116 GA 24013395018001694131498 CKCD 3631 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-50.85
01/20/15	CHECKCARD 0117 APPLEBEE'S NEI98690043 KINGSLAND GA 24164075017491000078135 CKCD 5812 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-69.88
01/20/15	CHECKCARD 0118 APPLEBEE'S NEI98690043 KINGSLAND GA 24164075018491000082219 CKCD 5812 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-28.36
01/20/15	CHECKCARD 0118 COMFORT SUITES KINGSLAN 912-5767555 GA 24013395019001769117447 CKCD 3562 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-435.05
01/20/15	CHECKCARD 0118 IHOP 36-198 KINGSLAND GA 24431065019286288900653 CKCD 5812 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-16.31
01/28/15	CHECKCARD 0127 TARGET 00014084 LOS ANGELES CA 24164075027091007935796 CKCD 5411 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-65.39
01/28/15	CHECKCARD 0127 NEW CORNER FABRIC INC LOS ANGELES CA 24431065028207346300081 CKCD 5949 XXXXXXXXXXXXX0248 XXXX XXXX XXXX 0248	-65.40
<b>Subtotal for card account # XXXX XXXX XXXX 0248</b>		<b>-\$3,287.45</b>
<b>Total withdrawals and other debits</b>		<b>-\$41,400.45</b>

## Service fees

Based upon the activity below, the monthly fee on your Business Fundamentals checking account was waived for the statement period ending 12/31/14:

At least one of the following occurred

- \$250+ in net new purchases on a linked Business debit card
- \$250+ in net new purchases on a linked Business credit card
- \$3,000+ minimum daily balance in primary checking account
- \$5,000+ average monthly balance in primary checking account
- \$15,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness).



**Daily ledger balances**

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
01/01	40,132.31	01/12	8,058.84	01/20	794.55
01/02	39,179.31	01/13	7,623.79	01/26	674.55
01/07	9,179.31	01/14	2,578.91	01/28	543.76
01/09	8,696.89	01/16	2,444.62	01/29	0.00

✔ To help you BALANCE YOUR CHECKING ACCOUNT, visit [bankofamerica.com/statementbalance](http://bankofamerica.com/statementbalance) or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

Counsel Certifies that Pages 6 - 10 of This Statement state, "This Page Intentionally Left Blank." There is no other information except the same header that is on the other pages with FFH, the Acct # and Dates.

## Kickstarter #2 Statement of Acct to TCI - Jan 17 to Feb 16, 2015

Discover Start 



### Funding summary

Final as of 2 Mar, 2015

Your payment:

**\$196,431.27**

[contact us.](#)

Sent 2 Mar, 2015 to:

Account:  
**XXXXXXXX2986**

 [Print-friendly invoice](#)

Payments may take several business days to post to your account. If you cannot locate the funds, please

#### Funds raised

Gross pledges	\$214,584.07
Dropped pledges	-\$537.00
Refunds	-\$0.00
	<b>\$214,047.07</b>

#### Deductions

[View fees](#)

Kickstarter fee	-\$10,702.35
Payment processing fee	-\$6,913.45
	<b>-\$17,615.80</b>

**Total funding \$196,431.27**

## **DEPOSIT INFORMATION FROM KS2 (JAN-FEB 2015)**

This is the information from the wire transfer of the net proceeds from the Second KickStarter.com Campaign which ran from January 17, 2015 until February 16, 2015:

3/03/15 Trek Continues

I DES: TRANSFER

ID: Kickstarter

INDN: X CO

ID: WFMSTRIPE1

CCD 196,431.27

IRS Exempt Organizations is more than welcome to an *in camera* review of materials accompanying this transfer including the TCI bank account statement showing the wire deposit.

Regarding the relevant TCI bank statement, the client is understandably worried that if the statement were displayed in this Exhibit, and were not properly redacted, it could give hackers enough information to break into the account. This is in contrast to the earlier Exhibits E27-30 & E28-42 of the entire FFH account statement with the first KickStarter.com (KS1) deposits. That account has been closed for months: the client isn't worried about a \$0 account being hacked.

Per Answers to Form 1023 Questions, This is the Third of Three Nearly identical Sponsorships: in 2013, the Contribution was \$6500; in 2014, \$9000  
**AMENDED ADVERTISING SERVICES AGREEMENT – SEPTEMBER 2015**

This agreement (the “Agreement”) is made and entered into this 21<sup>st</sup> day of September, 2015, between Dracogen Inc. (“Dracogen”) of 47 Cormorant Crescent, Woodbridge, Ontario, L4H 2R1, Canada, and Trek Continues Inc. (“TCI”) of 7810 Picksford Knoll Court, Houston, Texas, USA, Texas nonprofit corporation filing number 802127350.

### **1. Nature of Advertising Services**

TCI is involved in the production of videos and other digital content. Dracogen wishes to procure promotional consideration and advertising in relation to all productions in any way developed, produced, and/or created by TCI both in the past and in the future (collectively, the “Sponsored Productions”) including without limitations the series known as Star Trek Continues (“STC”). Sponsored Productions shall also include all productions in any way developed, produced, and/or created by any other parties using the facility located at 451 West William Avenue, Kingsland, Georgia 31548, USA (the “Facility”) at any time it is leased or rented by TCI. Sponsored Productions shall further include without limitation any content produced by other entities which comes under the control or ownership of TCI, including without limitation any prior content related to STC produced by Far From Home LLC.

### **2. Promotional Consideration**

In all Sponsored Productions, and in all promotional materials relating thereto, TCI shall prominently feature the Dracogen name and logo and shall credit Steven Dengler (“Dengler”) of Dracogen as an Executive Producer. TCI shall require other parties creating Sponsored Productions using the Facility to undertake identical promotional obligations through a separate agreement with Dracogen. These promotional obligations shall apply to all Sponsored Productions in perpetuity, regardless of media format, and do not expire.

All use of Dracogen’s name and logo, all references to Dengler, and all promotional consideration provided (regardless of media) shall be subject to prior written approval by Dengler. TCI further acknowledges that it shall not be entitled to use Dracogen’s name or logo, or make any reference to Dengler, in any manner and/or with respect to any material that violates or infringes the rights of any third parties in any jurisdiction, including without limitation patent, copyright, trade-mark, trade secret, privacy, publicity, confidentiality, or other proprietary rights.

### **3. Additional Covenants**

- (a) Dengler shall have the option, but not the obligation, of appearing as the character of Security Chief Drake in all future episodes of STC.
- (b) TCI warrants that the character of Security Chief Drake in STC shall not be played by anyone other than Dengler, except with Dengler’s explicit prior written consent.
- (c) TCI shall work with Dengler in good faith to provide an important and meaningful wrap-up for the character of Security Chief Drake in the final episode of STC.
- (d) TCI agrees to work in good faith to provide guidance and assistance to Dengler (and such writers as he may, at his own discretion, enlist for help) as they work to develop a treatment by Dengler into a teleplay acceptable to TCI for use as an STC episode. Final approval for any such STC episode shall reside solely with TCI.

### **4. Price and Payment**

Dracogen shall pay to TCI the sum of USD \$59,000.00 (the “Sponsorship Fee”) upon execution of this Agreement in full and final satisfaction of all obligations under this Agreement. (A \$50,000 check has been provided. Dengler has a \$9000 “credit” with TCI for an emergency cash-flow loan in February 2015 before the KickStarter II campaign was completed. All parties’ forgetting about the credit has made this Amended Agreement necessary.) TCI covenants that the entirety of the Sponsorship Fee shall be used to pay for rent and utility costs directly related to the Facility. TCI recognizes that this is an exceptional and unusual sponsorship amount, and that this is reflected in certain terms of this Agreement.

Sponsorship Signed By Mr. Dengler & Directors by Fax, Etc.  
(Dengler signature so weak, added following conformed page)

**5. Non-Disparagement**

The parties to this Agreement agree that they shall never take any action which would reasonably be expected to (a) harm Dracogen or TCI or their reputations or (b) lead to unwanted or unfavorable publicity to Dracogen or TCI.

**6. Complete Agreement**

This Agreement supersedes all prior agreements and understandings between the parties and may not be modified, changed, or altered except by further written agreement signed by all parties to this agreement. TCI may not assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of Dracogen. TCI's obligations hereunder shall survive in perpetuity.

This Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada and shall be treated in all respects as an Ontario contract, without reference to the principles of conflicts of law. The parties agree to submit to the exclusive jurisdiction of the Ontario courts. The parties hereby agree that all judgements and orders by Ontario courts shall be enforceable in all jurisdictions of the United States.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the parties with the same effect as if all the signatures were upon the same instrument. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

Each of the parties will from time to time, at the other's request and without further consideration, execute and deliver such other documents and take such further action as the other may require to more effectively complete any matter provided for in this Agreement. In his capacity as a Director of TCI, Dengler will recuse himself from any Board discussions – and abstain from any votes – directly relating to this Agreement.

**Dracogen Inc.**

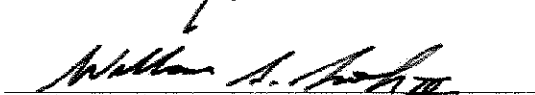


Steven Dengler, President

**Trek Continues Inc**



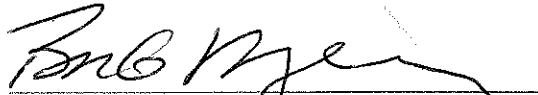
Vic Mignogna, Executive Chairman and Director



Will Smith, Director



Dave Arland, Secretary and Director



Barb Myers, Treasurer and Director

(Abstaining)

Steven Dengler, Director

## Clearer Conformed Copy of Mr. Dengler's Signature

### **5. Non-Disparagement**

The parties to this Agreement agree that they shall never take any action which would reasonably be expected to (a) harm Dracogen or TCI or their reputations or (b) lead to unwanted or unfavorable publicity to Dracogen or TCI.

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### **Dracogen Inc.**



\_\_\_\_\_  
Steven Dengler, President

### **Trek Continues Inc.**

\_\_\_\_\_  
Vic Mignogna, Executive Chairman and Director

\_\_\_\_\_  
Dave Arland, Secretary and Director

\_\_\_\_\_  
Will Smith, Director

\_\_\_\_\_  
Barb Myers, Treasurer and Director

(Abstaining)  
\_\_\_\_\_  
Steven Dengler, Director

Duffy Law Group Bill to TCI for 2015 (paid in full)

Date	Re	Time (hr)	Fee	total	Other comments	
12/15/14 to 12/31/14	Making the corporation, stating mission which would be approved	15	\$0.00			TBD
12/26/14 to 12/31/14	Costs of Inc: \$49 for Reg. Agent Fee; \$1.03 for clear name check on TCI; \$25.68 for SOS Inc Fee		\$75.71	\$75.71	Also Spent \$10 x 2 or 3 to lock down severnal URLs related to STC -- my donation to project	TBD
Week of 1-5-15	Drafted Bylaws -- also to comport with IRS Requirements	3	\$0.00			TBD
Week of 1-12-15	Clean up website with Linda	1.5	\$350.00	\$525.00	Redacted: XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXX	TBD
1/15/2015	Contracts for sets	2	\$100.00	\$200.00	Draft contract with unusual terms due to items being between chattels and real estate	DM
1/16/2015	Contracts for sets	1	\$350.00	\$350.00	Look over Dave's Draft and make several additions -- esp. choice of law and mediation; also get sums straight for each receiptent	TBD
1/29/2015	Emails/texts to Barb 10-10:45 am	0.75	\$350.00	\$262.50		TBD
1/30/2015	SSF agreement, SS# and finalize	1	\$350.00	\$350.00	Really 1.75 hours, bill for 1.	TBD
2/10/2015	Talk to Barb about 1099 issues in both 2014 & 2015.	0.33	\$350.00	\$115.50		TBD
2/15/2015	Research on 1099 issues; Remainder below Redacted: XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXX	1.25	\$350.00	\$437.50		TBD
2/27/2015	Sort out and fill-in 1099s w/ online service	1.5	\$150.00	\$225.00		DM
3/1/2015	Finalize 2014-1099s for cast & crew members	1	\$350.00	\$350.00	Cast & Crew call w 1099 issues (more like 2 hrs); Redacted: XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXX	TBD
3/1/2015	1099 Service 20 filings @ \$3.59/ea			\$69.80		
3/11/2015	Barb: 1099 Issues w/ cast & crew who already filed taxes	0.33	\$350.00	\$115.50	Tell her about 1040X; happens all the time -- send exemplar to Barb (no charge) to send to them	TBD
28.66 Total				\$3,076.51		

Effective Hourly Rate (\$/Hr) = \$107.35 per hour

Blended Rate w/o Pro Bono Hrs = \$288.60 per hour

## PRODUCTION SET PURCHASE AGREEMENT

This Agreement is entered into by and between FARRAGUT FILMS hereinafter "Seller" and TREK CONTINUES, INC. (TCI), hereinafter "Buyer" for the purposes herein stated. The term "parties" shall include the 4 principals of Seller and TCI.

For Fifty thousand Dollars (\$50,000.00) and other valuable considerations, such as the professional courtesies noted below, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby covenant, contract and agree as follows:

1. AGREEMENT: Seller hereby sells, conveys and transfers to Buyer all rights, title and interest in and unto the following sets- bridge, transporter room, sickbay, romulan bridge and shuttlecraft interior, and all pieces associated with them, hereinafter referred to collectively as "sets," described in the attached as Schedule I.

As a professional courtesy, the Buyer agrees to allow seller to film on the sets within **one (1) year of this sale for free (no rental fees / no electrical or utility expenses). Duration of filming will entail NTE seven (7) days not necessarily filmed consecutively.**

Buyer agrees that those who purchased and assembled the sets will be recognized in the ending credits (*e.g.*, set construction) of all STC episodes in the series.

The Captain's Chair on the bridge set is not part of sale of above referenced equipment. However, a new Captain's Chair will be provide no later than April 30th, 2015 by Mr. Bednar, who is retaining the current Captain's Chair. This sale incorporates all standing sets with the exclusion of the USS Starship plaque and the Captain's Chair. If the new Captain's Chair is not completed as of April 30, 2015, the current Captain's Chair will become the property of the Buyer.

2. DELIVERY AND ACCEPTANCE: Upon acceptance by Buyer of the equipment, which acceptance shall be identified by Buyer taking possession of the equipment and Seller returning all keys to the building in which the sets are situated, such acceptance shall acknowledge that the equipment is in good order and condition and that Buyer is satisfied with the sets.

3. PURCHASE PAYMENTS: Buyer agrees to pay unto Seller the sum of \$50,000.00 under this agreement. Payment shall be payable to Seller at per the instructions stated on Schedule II. If instructions include any wiring fees, credit card charges or other transaction cost those costs will be borne by the Seller. (For example, a \$15 wiring fee will be deducted from the sum transferred.)

4. TITLE TO EQUIPMENT: Seller represents that he owns all equipment described herein free and clear and that such equipment is free of all liens or other encumbrances. Additionally, the individuals who are listed in the transfer instructions in Schedule II, who collectively are the "Seller" stated above, also warrant they are not individually subject to any liens, encumbrances, judgments, garnishments or other similar debt on their property or income, especially including any liens which may arise by operation of law such as IRS Liens. Income Tax Transcripts may have to be produced at Buyers expense with individuals signing any permissions required to obtain such proof of the non-existence of IRS Liens. Individual Sellers also warrant that they are "paid up" on all child support or alimony payments (or any other court ordered payments at the time of this sale.

5. MAINTENANCE AND REPAIR: All said equipment being sold shall be maintained in acceptable condition for filming during the one year period during which Seller has the option to use the sets for reasonable filming, as above stated, the finished product(s) of which shall **NTE a combined total** of 50 minutes of playing time at standard video speed.

6. Upon receiving the final payment from Buyer under this agreement, Seller shall execute such further assurances as may be reasonably required by Buyer to assure that the equipment is free from all liens and encumbrances.



7. GOVERNING LAW, LEGAL & PERSONAL JURISDICTION, FORUM & MANDATORY ARBITRATION: This agreement shall be governed by the laws of the State of Texas and the parties agree that Texas has both legal jurisdiction over this Agreement as well as personal jurisdiction over each and every one of the parties. The technical forum shall be the court of appropriate jurisdiction in the City of Austin, Texas. Such appropriate court will vary depending on the amount in dispute and the remedies sought. The above forum is referred to as "technical" because any and all disputes, interpretations and causes of action based in whole or part on this Agreement shall be submitted to arbitration for resolution. Such arbitration, by default, will be with the American Arbitration Association under its one arbitrator small claims procedures and the Federal Arbitration Act, if relevant. The parties may agree to mediation, private arbitration or any other procedure mutually acceptable to them. Unless otherwise agreed by the parties, all dispute resolution under this Agreement shall be via any reasonable video presence method, in which each party can always hear comments by the arbiter and other parties (multiplexing). Such services shall include Skype Video, FaceTime or similar agreed service, with Skype video being the default method in the absence of agreement by the parties. As stated, AAA Arbitration is the default method of dispute resolution and should only be used as a last resort.

8. ATTORNEY'S FEES: This agreement shall be governed by a "loser pays" assignment of the attorney's fees by the arbitrator (or appropriate Court). This clause is aimed at quick dispute resolution with no real "winner or loser" and is not intended as punishment for any party acting on or enforcing their rights under this agreement. As a result, the arbiter or Court should be guided to enforce this clause only if one party to the dispute was making a frivolous claim or claim in which the arbiter's resolution, in his or her sole discretion, was substantially the same as one of the party's pre-arbitration settlement offer. Otherwise, each party should be left to pay its own attorney's fees. Again, this is to encourage quick resolution and not to create a related dispute for attorney's fees after resolution of the initial dispute.

Witness our signatures this the day of January 18, 2015.

SELLER: \_\_\_\_\_

\_\_\_\_\_



BUYER:

**John  
Broughton**

Digitally signed by John Broughton  
DN: cn=John Broughton, o=Farragut  
Films, Inc., ou=Executive Producer,  
email=jbroughton@starshipfarragut.c  
om, c=US  
Date: 2015.01.26 11:17:13 -05'00'

**Michael Bednar**

Digitally signed by Michael Bednar  
DN: cn=Michael Bednar, o=Farragut  
Films Inc, ou=Executive Producer,  
email=mbednar@farragutfilms.com  
, c=US  
Date: 2015.01.26 19:42:07 -05'00'