



Resolution to Dissolve Trust -- Exhibit 4

On 2020-09-17 3:54 p.m., [Necessary Clarifications] Re: Attempting First Payment \$428.80 and Courtesy Notice] alquonfea@tieeldalieva.org wrote:

Necessary Clarifications

Dave, and Lisa,

Clearly, you have both chosen to shun me, and to ostracize me from Tie eldalieva, and its community by changing nearly all of the Trust's accounts passwords, and blocking my Iluvamil profile, (if not others of mine) from accessing the Trust's Facebook groups; without having communicated a jot, or tittle to me about your intentions to do so. As I stated below, I'm glad not to be administratively involved in the "Elven Church", even though it was my hands that established it. Lisa, your actions towards me since late July, [all documented, as you've previously emphasized], simply took all the joy from me relative to working with T-e; in fact, you ushered me into a deep mental health crisis/impairment as a direct consequence of your behavior—barring magical resolution, I will be living with that impairment for a remarkably long time. I'll deal with that; and, for a significantly long while, I'll continue to be a working trustee with the Trust. Why? Because we are trustees of a legal entity of the State of California, and I haven't resigned; because your conflict of interest citation, as a reason for taking the actions you have (since I started Elvenchrist), is fallacious, based on your misinterpretation of the below Bylaws Article you cited,

hence, all actions you've taken to remove me from my position as trustee on that basis are simply illegal); and because I am the Treasurer, and the Trust cannot do business without me.

Let's unpack that, so you can see the road ahead as it is, rather than the illusory way you are now seeing it.

“ARTICLE XVII – CONFLICTS OF INTEREST

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

The key point of that is “conflict of interest that might properly limit such Member's fair and impartial participation in the Tië eldaliéva's deliberations or decisions”. Nothing that I have done, in any way, constitutes a general limitation of my ability to fairly, and impartially participate in the Trust's deliberations, and/or decisions about anything.

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

The key point of that item is “transaction”, and “direct or indirect personal interest”, as well as “unable to exercise impartial judgment or otherwise act in the best interests of the Trust”. What that means is that [hypothetical] Dave cannot participate in the Trust making a deal to buy land in the the Blue Ridge Mts. in which he as a direct, or indirect financial interest/share in the ownership. Or, I cannot make a deal with the Trust to buy a product when I sit on the Board of Directors of the company that makes the product. Again, nothing that I have done constitutes such a conflict of interest.

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

This elaborates on the previous item; same perspective. It includes not only the trustee, but also all legal relationships the trustee may have with others who may pose such a conflict. For instance, if my aunt is a member of the BoD of a company that makes office safes, and I push for us to buy a safe from that company, that is a conflict of interest, because one of my family is being enriched by the purchase. The interest of the Trust is not to affect personal enrichment of anyone directly, or indirectly associated with the Trust. Again, no applicability to anything I have done.; period.

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

The key point there is “who believes he or she may have such a conflict of interest”. I trust that this clarification of that Article helps you to understand how I do not believe there was cause to notify anyone in the Trust of my actions with Elvenchrist; (as I stated in previous communication, since there is no legal interaction between Art of Pop/Iluvamil/Elvenchrist and the Trust, there is no conflict of interest that applies to the Trust’s Bylaws.)

Feel free to take that to any business law attorney to validate my perspective.

Legally Bound To Serve As Trust's Treasurer Until I Resign That Position

I’m hereby rescinding my statement that I’m closing the Trust’s bank account. I cannot do that without impairing the Trust’s ability to do commerce, including memberships. My signature is the only signature

on the Trust's Declaration of Trust (DoT), which is required to open a bank account. FACT: Any presentation of the DoT by you to any financial institution must have a copy of a notarized resignation from me before they will honor it; [part of the "system"'s way of prevention 501(c)(3) takeovers like you're attempting—which is why you don't have the head of an organization also being its Treasurer.] You could put anyone else in that position, but it won't change the fact that you don't have that required resignation; you need it to open any new bank account, period.

(You cannot make a new PayPal account for the Trust without my notarized resignation. You cannot make changes in the Trust's IRS data because my personal info is required to validate all requests for any, and all such changes, (e.g. updating the Trust's contact info in its IRS records); therefore, they need to have a copy of my notarized resignation on board before they'll allow either of you to make any changes to their records for the Trust. Until I'm officially gone, and you have my notarized resignation in tow, I'm still a working trustee for TIE ELDALIEVA ELVEN SPIRITUAL PATH & SANCTUARY CHARITABLE TRUST.)

So, here's how we're going to move forward, in this respect. I'm going to honor your wish not to have me involved in the Trust's day to day operations, so I can relinquish my role as Director of Operations. Go your own way, and retool T-e in your preferred image; I won't stand in your way. For Patreon, and Redbubble, you need the bank account, so it's not going anywhere; it's there for you. However, since the Trust's bank account, and PayPal account were established using my Social Security information, they're my responsibility. I have changed the passwords to both, and removed you from the PayPal account, Lisa. I have xferred the \$7.16 from PayPal into the bank account, and I will only xfer funds from the bank account as you issue reimbursement installments to me, so you have accurate documentation of those transactions.

For you to have a bead on the Trust's finances, I will issue the Trust a copy of the bank's monthly statement, and PayPal's monthly statement, on the same, regular, to be determined date. If you need an update prior to my providing the Trust with those statements, I will gladly give you updated [to date] reports of both account balances within 24 hours of my receiving a request for such an update via the email "trustees@tieeldalieva.org". (Not 24 hours from the time you send the request, but 24 hours after I have received it. I will immediately inform you that I have received it upon my having done so.)

Rather than communicating through any other email address, for as long as I am legally bound to the Trust, I am going to continue to use trustees@tieeldalieva.org as the only email address for all my subsequent communications with you, because it's the IRS's official address for communications with all trustees.

Remuneration For Services Rendered Is Also Due

Here's a basic fact; since June 4, 2019, the three of us have been on the Trust's payroll. We could not secure the 501(c)(3) without providing financial projections that included salary projections for 2020-2022. Your trying to oust me from the Trust directly engages CA's labor laws, so, to avoid my suing the Trust for what you're doing, my resignation needs to be negotiated. Before I resign, the Trust needs to resolve its remuneration to me relative to the roles I have fulfilled for the Trust; that's fundamental to the terms of my resignation. Frankly, that's going to take an indefinite while, and it's a much bigger issue than us, so we should not communicate more about it beyond this message without mutual legal counsel; therefore, henceforth, I will communicate with you about that only via my attorney. [If we can resolve this by the end of this fiscal year, i.e. ideally by March 1, 2021, that would be great; I won't be having my attorney contact the Trust about this until this December, at the earliest; which also gives the Trust time to accrue the additional funds it will need to hire an attorney to negotiate my resignation on the Trust's

behalf.] The Trust's Money Is Safe, and Secure!!!

I'm not going to do anything with the Trust's finances that will harm the Trust, or put me in a legally compromised position. You're still directing the flow of the Trust's finances; you just can't have control of them until you have a new bank account, and new Trust PayPal account. I'll provide the Trust with the bank's debit card information, [when I receive it], so you may be able to affect purchases for the Trust without my involvement, and without spending your personal funds, and I won't use that card information for any transactions whatsoever, unless there is a legal reason for me to be involved in any transaction using the card, which I cannot foresee happening. So, let's say the Trust has \$586 in the bank, and you wish to make a \$300 installment on the Trust's reimbursement to me. As you did with the below message, simply inform me of your intentions to make the payment, and I will use PayPal to xfer the amount you've indicated to my account, leaving the remaining balance for the Trust's operations.

Having chosen to go your own way, eventually without me, (as I communicated below), fare well. For my part, I'm still assisting you in so faring.

Best
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Alyra
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On 2020-09-17 12:33, AarTiana wrote:

Thank you for your response, that is duly noted. We look forward to receiving the receipts, and felt we could at least begin meeting the approved reimbursements.

I recall the approximate June 26, 2020 Bombay Coast transaction being somewhere between \$30 and \$35 (I think). It's probably listed on your credit card transaction statement, and I will accept the total when you find it if it is in that ball park. Otherwise, if it cannot be found anywhere, I will go toward the lower number (\$30) for that because I remember it was at least that.

I will or have already removed myself from your social media and wish to not perpetuate any additional pain for either one of us.

With regard to the T-e art that appears to be copyrighted to T-e, I added the art credit to your Art of Pop website. If there are any changes in our artwork, Dave can notify you. Until then, we await the licensing agreement/s.

Regarding your writing (i.e. on Facebook posts), which is copyrighted by you, do you have all of your writing backed up as I recall you may publish a compendium with your material? It should be publicly viewable on the Facebook page in any case.

Thank you again.
Lisa (Calantirniel)

On Thu, Sep 17, 2020, 12:55 AM <alquonfea@tieeldalieva.org> wrote:

Hello Lisa,

Thank you for the first reimbursement installment. Actually, I had xferred most of that \$280.80, i.e. \$241.64 to the bank. I sent the bank balance to myself, (sales@artofpop.com), via Paypal; the remaining \$7.16 is still in Paypal, and cannot be sent to me without either waiting 3 days for the xfer, or doing an instant xfer for a fee. You may include the \$7.16 in future payments. Neither of you has access to the bank account without me, so I will be closing it.

I will be delivering the invoice to you in a couple of days, after I have received the payment; I will remove the domains from it, and include the payment within it. (I cannot find the receipt from Bombay Coast dinner with you and the other Lisa; since it was you, I'm trusting you will honor the readout from my bank statement in lieu of the receipt.) You may continue to make payments using my Paypal account, and you may contact me at artofpop@protonmail.com for future communications.

You have been granted permission to use Art of Pop graphic designs for Trust merchandising, in advance of a license. I communicated that I would send the license to the Trust within 30 days, and there are circa a couple of weeks left in that interim. The Trust will be required to pay a set license fee per image; it will be conventional, and fair. Its not a contract, there is no negotiation; the Trust will be required, by license, to present all store records relative to each design, on each platform you use them, within 24 hours, or 1 business day, upon my requesting review of such--I advise you to only use Redbubble, and Patreon, to make it simple for yourselves.

Lisa, if you haven't done so already, please unfriend yourself from all my social media accounts to which you're connected. I really wish not to communicate with you again. (Dave, I've had no harmful interaction with you; whether you do so is up to you. :-))

There would be no Elvenchrist without my participation in T-e. As I said in May 2019, I did not wish to establish an Elven Church, and, having done so, it's nice, now, not to be involved in it. Likewise, fare well.

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On 2020-09-15 15:48, AarTiana wrote:

If you can please process a payment to yourself, Alyras, for what I believe the PayPal account balance to be (or of the relevant First Internet Bank account), which is, to our best knowing, **\$248.80**, as soon as you are able, and notify us when this happens. Please consider this payment toward the approved expenses discussed before July 2020.

For future payments:

We could use <https://paypal.me/artofpop> - but you may have an email address you prefer to receive payments from the organization. We would like to have this very clear for future reference/action. We will then figure out the future payment amounts, based on our income, which is currently averaging \$136 per month. Leaving some bandwidth for growth, we estimate \$50 per month until approved expenses are met is a reasonable goal.

From September 2020 forward:

This is a courtesy notice letting you know that you may wish to **cancel, disable, or other methods of stopping accumulation of payments/fees with related FUTURE expenses of the organization**, because other arrangements are being made to meet these expenses. This is particularly toward fees that originate for domain names that you have under your personal account with Hover. We are NOT interested in perpetuating the ownership of ANY of the domain names that Hover has (and there are a few that will be discontinued even in the organization's Ionos account). Twenty years ago, it was necessary to secure many domain names, but this tactic is not necessary today, because people rarely type URL names and instead just use Google (so we will need to do better SEO and Dave will be handling that).

The purpose of decreasing domain name expenses is to streamline and bootstrap further, because the organization's expenses needs to not exceed half of the organization's current and future income.

And along these lines, we will not be using the email addresses of tieeldalieva.org after this issue either, as we are restructuring everything, and I wanted to give you time so that you can "disable" renewal of these domains. We will reimburse from before July 2020, but not be reimbursing for any of them, from now on.

We wish you well with your Elvenchrist project and hope you are indeed settling into your abode, you deserve rest and healing/rejuvenation. Thank you for everything for the last 12 years (especially the last 8 years) of your immense contribution to the Elven Spiritual Path.

Lisa Allen (Calantirniel)

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