

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

**HONOR AND OATH MGMNT TR
A FLORIDA TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of **HONOR AND OATH MGMNT TRUST**, a Florida Grantor Trust hereby affirms in order to file or qualify **HONOR AND OATH MGMNT TRUST**, in the State of Florida.

1. Two or more persons are named in the Trust: **Rebecca Auer, Trustee and Nina Hershberger, Successor Trustee**
2. The principal address is: **10006 Cross Creek Blvd., Suite 205, Tampa, Florida 33647**
3. The registered agent and street address in the State of Florida is:

Rebecca Auer, 14065 Harbor Lane, Palm Beach Gardens, Florida 33410

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above-named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

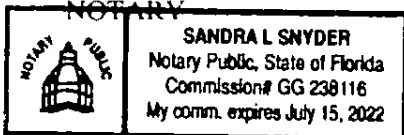
Rebecca Auer Registered Agent

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

Rebecca Auer

Name: Rebecca Auer
Chairman of the Board of Trustees



Filing Fee: \$50.00
Certified Copy: \$ 8.75 (optional)

CR2E063(3/00)

Sandra L Snyder 12/23/20

FILED
2020 DEC 30 PM 2:30
STATE
TAMPA

DECLARATION OF TRUST AGREEMENT

THIS DECLARATION OF TRUST AGREEMENT ("Agreement") is made as of the 1st day of November 2020, by THE PATIENT IS EVERYTHING, LLC., ("TPIE") (EIN № 85-3384943) a Florida limited liability company ("TPIE"), as Grantor, and the INITIAL TRUSTEE(S) as defined herein.

ARTICLE I. IDENTIFICATION OF TRUST

1.1 Name. The trust created by this Agreement shall be known as the "HONOR AND OATH MGMNT TRUST, (EIN № 85-6643952).

ARTICLE II. PURPOSE OF TRUST

2.1 Purpose. The purpose ("Purpose") for which the Trust is organized and operated is to operate a commercial for-profit business in the State of Florida under an exclusive geographically limited intellectual property license granted by its owner ("Licensor") to certain proprietary methods of operation and other trade secrets ("IPR") and licensed by Licensor to HOMT under purchase agreement from IPR's developer ("Developer").

ARTICLE III. DEFINITIONS

3.1 Definitions. As used in this Agreement, the following terms shall have the indicated meanings:

"Beneficiary" has the meaning described in Article IV.

"Code" means the United States Internal Revenue Code of 1986, as amended, and any applicable regulations thereunder.

"Confidential Information" means, with respect to this Agreement, all information in any written or other form whatsoever, relating directly or indirectly to this Agreement itself; the identities of the Beneficiary(s); the Purpose of this Trust; the name of this Trust; the Trust Assets held in this Trust; the Grantor of the Trust Assets, or; the name(s) of the Initial Trustee(s) which is not at the relevant time (i) generally known to the public (through no act or omission in violation of this Agreement), (ii) furnished to a party by a third party having the lawful right to do so.

"Effective Date" shall mean the date first stated above.

"Eligible Person" means, subject to Section 6.1, any Person or entity deemed to be competent to

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fulfill the duties of Trustee as determined in the sole opinion of the Grantor, and further described below in this Section 3.1.

“Historical Data” means collectively: i) records of past meetings with Parties involved in the development of the contributed IPR hereafter held within this Trust, including working group meetings, participants at each working group meeting, and overall meeting attendees; ii) records of past Internet Drafts and their processing histories; and iii) records of past Request for Comments and their processing histories.

“IPR” means the property and rights as described and/or listed on **Schedule A** attached hereto, including intellectual property, business know-how, patents, trade secrets, domain names and other property listed thereon.

“Initial Trustees” means the duly appointed person or entity who are listed on **Schedule B** attached hereto and who have executed this Agreement below.

“Person” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization or governmental authority.

“Purpose” means the purpose for which the Trust is formed as described in Article II.

“Grantor” means the Person that, prior to the existence of this Trust, owned and consented to the conveyance of their intellectual property rights to this trust.

“Trust” means the Trust formed hereby under the laws of the State this Trust is domiciled in.

“Trust Assets” means the IPR and, subject to the provisions of Article V, any additional property and rights that may be contributed or assigned to the Trust or otherwise become a part of the Trust, including without limitation any property, rights or derivative works created using any of the foregoing or other Trust Assets which are assigned to the Trust in accordance with the terms hereof.

“Trustee” or “Trustees” means, subject to the provisions of Article VI below, the Initial Trustees, and any individual that becomes a Successor Trustee hereunder. The use of the singular “Trustee” herein may refer to one or more Trustees.

ARTICLE IV. BENEFICIARY

4.1 The Beneficiary of the Trust shall be: The Patient Is Everything!, LLC

ARTICLE V. TRUST ASSETS

5.1 Contribution of IPR. Grantor hereby transfer to the Trust on the Effective Date, except as otherwise provided in Schedule A, without representation or warranty on an “AS IS”, quitclaim basis, all of their right, title and interest, if any, in and to their respective IPR. On and/or after the Effective Date, as the case may be, the Trust shall have the full ownership and enjoyment of the IPR. Grantor shall promptly

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thereafter make the necessary arrangements to record the transfers of their respective rights and interests in the IPR, as reasonably required by the Trustees. The Grantor hereby releases, remises, transfers, and quitclaims to the Trust all of its right, title, and interest, if any, in and to the IPR.

5.2 Contribution or License of Other Property. The Trustees will encourage others who may hold rights and interests in intellectual property, domain names or other property relevant to the Trust Assets to similarly transfer all of their respective right, title and interest therein to the Trust, including by licensing to the Trust (on terms acceptable to the Beneficial interest holders of this Trust), with the right to sublicense, rights to practice their inventions and patents; proprietary know-how; methodologies; processes; or any other intellectual property transferred hereto which the Trust may use and license to third parties in accordance with Section 9.5 of this Agreement; provided, however, that no contribution, transfer, or license of such rights or interests shall be deemed accepted as part of the Trust Assets unless the Trustee has affirmatively, in writing, accepted the applicable right or interest.

5.3 Bank Account; Additional Contributions. The Trustee shall, promptly after the execution of this Agreement, establish and maintain a bank account in the name of the Trust and may receive funds for the Trust, as appropriate, to be held in such bank account. Any Person may contribute additional funds as well as property to the Trust; provided, however, that acceptance of any contributions to the Trust shall be subject to the approval of the Trustee at the direction of the Beneficial Interest(s). Any solicitation of funds shall be done in accordance with applicable legal requirements, including requirements related to registration or fundraising (to the extent applicable).

5.4 Intellectual Property Representation and Agency. The Trustee shall, as soon as practical, enter into an intellectual property representation agreement with a third-party intellectual property licensing representation agency ("Agency") in the business of (i) exclusively representing, licensing, and marketing commercially unpublished, and published, proprietary business know-how and intellectual property rights worldwide arising under statutory law, common law or by contract and whether or not perfected or codified, with limitation, all (ii) patents, patent applications, and patent rights; (iii) rights associated with works of authorship including copyrights, copyright applications, copyright registrations, intellectual processes, methods of operation, systems development, procedures development, discoveries, within industry or the workplace; (iv) rights relating to the Know-How of trade secrets and confidential information; (v) any rights analogous to these set forth in this paragraph and any other proprietary rights relating to intellectual property; and (vi) divisions, continuations, renewals, reissues and extension of the foregoing (as and to the extent applicable) now existing, hereafter filed, developed, used or acquired. Agency will act as the exclusive intellectual property licensing agency representing the IPR to solicit sub-licensing opportunities and shall, at the direction of the Trust Director, enter into such intellectual property licensing agreements on such terms and conditions acceptable to the Beneficial Interest(s) of this Trust.

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ARTICLE VI. TRUSTEES

6.1 Trustees; Successor Trustees.

(a) The Trustees shall consist of Eligible Persons who have agreed in writing to become, and to fulfill the duties of, Trustees hereunder. No Person, who is not an Eligible Person, shall be permitted to become a Trustee hereunder. Individuals shall be eligible to be Trustees only for so long as they are Eligible Persons. In the event from time to time individuals who are not currently Eligible Persons become Eligible Persons, such individuals shall become Trustees hereunder upon agreeing in writing to become, and to fulfill the duties of, Trustees hereunder. By executing this Agreement, the individuals listed on the signature page hereto under the heading "Initial Trustees" are agreeing to become, and to fulfill the duties of, Trustees hereunder, and no further writing or instrument shall be necessary in order for such individuals to become Initial Trustees hereunder.

(b) In the event that a Trustee ceases to be an Eligible Person, such Trustee shall automatically be removed as a Trustee hereunder and shall, upon the request of the remaining Trustees, confirm such removal in writing. No vote or action taken by any Trustee (other than their resignation as a Trustee) following his or her ceasing to be an Eligible Person shall be effective or valid for any purpose whatsoever, and such individual shall not be included in the number of Trustees for purposes of determining quorum or the number of Trustees necessary to approve or authorize an action in accordance with Section 7.1.

(c) Any Successor Trustee shall succeed to all of the powers, authorities, rights, discretions, immunities, estates, titles, duties and obligations of a Trustee hereunder, without the necessity of any conveyance or the taking of any action whatsoever.

6.2 Qualification. No Person shall be required to be a resident of the State in which this Trust is domiciled in order to be a Trustee. To the maximum extent permitted by law, no Trustee, whether or not a resident of the State in which this Trust is domiciled or otherwise, shall be required to:

(a) take actions or meet requirements to qualify as a Trustee other than as required by Section 6.1(a); and

(b) in the case of a Person that is not a resident of the State in which this Trust is domiciled, file any submission to jurisdiction or appoint any agent for service of process in the State in which this Trust is domiciled; and

(c) furnish any bond or surety; or

(d) issue or make accounts with respect to the Trust or the property contained therein or for their actions as a Trustee, to a Commissioner of Accounts or any other Person, either upon becoming a Trustee or from time to time thereafter.

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Notwithstanding the foregoing, to the extent that applicable law requires any Trustee to undertake any of the actions described in items (a) to (d) above, such Trustee hereby agrees (1) to submit to jurisdiction in the State in which this Trust is domiciled (in the case of item (b)), (2) to undertake such action, and (3) to file with the appropriate Person any documents, instruments, agreements or certificates required in connection therewith.

**ARTICLE VII.
POWERS, RIGHTS AND OBLIGATIONS OF TRUSTEES**

7.1 Powers and Obligations of Trustees.

(a) Except as limited by this Agreement, the Trustee shall have all powers granted by law and shall be responsible for and may take such actions as are required to assure the effective day-to-day operation of the Trust. However, except as otherwise expressly permitted hereunder, the Trustee shall not, and shall not have the right or power to, (i) exchange, distribute, assign, sell, transfer, renounce, or convey the Trust Assets, (ii) terminate the Trust Assets' registration, or (iii) enter into a license for, grant an option on, or encumber the Trust Assets in a manner that is not in compliance with the provisions of Section 9.5.

(b) The Trustee shall use reasonable efforts to administer the Trust and to maintain the Trust Assets, including but not limited to, the payment of filing and maintenance fees for the Trust Assets as deemed reasonable and appropriate.

(c) It is the express intent of the Grantor that this Trust not become (and any court not order that this Trust be) invalid or terminated or the Trust Assets be released from trust, except as expressly permitted by Section 10.1.

(d) The Trustee shall report as requested by the Trust Director concerning the activities of the Trust, including grants or licenses given by the Trust, demonstrating that the Trust is being operated in furtherance of the Purpose.

7.2 Decision-making. No Trustee shall have the power to act or bind the Trust unless specifically so authorized in accordance with, and under the direction of, the Trust Director as demanded by the Beneficial Interests.

7.3 Delegation. The Trustee shall have the authority to delegate certain duties and responsibilities of administering the Trust to other individuals or entities who shall remain under the supervision, direction and control of the Trustee. The Trust shall have the authority to contract with third parties to carry out any actions necessary to acquire, hold, maintain and license Trust Assets subject to the limitations of this Agreement. No such delegation or third party shall permit any other Person to take any action that would not be permitted to be taken by the Trustee hereunder.

7.4 No Prudent Investor Standard. The Trustees shall not be required to follow the "prudent

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investor” or any similar rule, and in particular, the “prudent investor” or any similar rule shall not constitute, or be deemed to constitute, a basis for the exchange, distribution, assignment, sale, transfer, conveyance, grant of an option on, or encumbrance on the Trust Assets. In addition, the Trustee shall not be under any obligation to diversify the Trust Assets.

7.5 No Liability for Acts of Predecessor Trustee. No Trustee shall be responsible or liable for the acts or omissions of any predecessor Trustee, or of a custodian, agent, depository or counsel selected with reasonable care.

7.6 Fees and Expenses of Trustee. The Trustee is authorized to reimburse their self from the Trust for reasonable expenses incurred in the administration of the Trust, upon promulgation of, and in accordance with, the procedures therefore referred to above in Section 7.1(b). Unless otherwise expressly provided herein, no Trustee shall be entitled to compensation for his or her services as Trustee hereunder.

7.7 Limitation on Trustee Liability. No Trustee shall be liable to the Trust or any other person for monetary or other damages for breach of fiduciary duty as a Trustee to the maximum extent permitted by law within the State in which this Trust is domiciled; provided, however, that this provision shall not limit the liability of a Trustee; (a) for any breach of the Trustee’s duty of loyalty to the Trust, or; (b) as otherwise required by laws of the State in which this Trust is domiciled. If such State law be hereafter amended to authorize the further elimination or limitation of liability of Trustees, then the liability of the Trustees shall be limited to the fullest extent permitted by that State’s laws, as so amended, and such elimination or limitation of liability shall be in addition to, and not in lieu of, the limitation on liability provided in the previous sentence. Any repeal or amendment of this section shall be of prospective effect only and shall not adversely affect any limitation on the liability of the Trustee existing at the time of such repeal or amendment.

ARTICLE VIII. TERM OF TRUST

8.1 Term. The Trust shall be for an indefinite term; provided, however, that, if this Agreement would be unenforceable in the event that it were to continue in perpetuity or otherwise violate the Rule against Perpetuities, then the term of this Agreement shall be limited to the maximum period permitted by law.

8.2 Distributions Upon Dissolution. Upon the termination or dissolution of the Trust for any reason, the Trust Assets shall be distributed to the Beneficiary(s), after the payment or making provisions for the payment of all of the liabilities of the Trust; provided that the Grantor nor any affiliate of the Grantor shall so receive any Trust Assets. Any such Trust 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 Trust is then located, exclusively for such Purpose.

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**ARTICLE IX.
ADMINISTRATION OF TRUST**

9.1 **Income.** After payment of all expenses of administering the Trust and maintaining the Trust Assets, any part or all of the net income of the Trust may, in the absolute discretion of the Beneficiary, be retained or paid to or applied for the benefit of the Beneficiary, at such intervals and in such amounts as the Beneficiary from time to time deems requisite or desirable and/or to comply with any applicable legal requirements. Any net income not paid or applied shall be added to and become a part of the principal of the Trust.

9.2 **Principal.** After payment of all expenses of administering the Trust and maintaining the Trust Assets, in the absolute discretion of the Beneficiary, the principal shall be retained or used in furtherance of the Purpose, at such intervals and in such amounts, as the Beneficiary from time to time deem requisite or desirable and/or to comply with any applicable legal requirements (it being understood and agreed that this section shall not override, and shall be subject to, the provisions of Sections 7.1 and 7.3).

9.3 **Expenses.** The Trustee shall pay from amounts contributed by third parties or from the Trust Assets the expenses of administering the Trust, which may include, but shall not be limited to, the reasonable costs of administering the Trust, including legal and accounting fees, as appropriate, the payment of filing fees and maintenance fees for the Trust Assets, and the reasonable costs incurred in administering the Trust. In no event may the Trustee liquidate or distribute IPR in order to pay such expenses, to pay any tax or to acquire or maintain any exemption from federal income tax, if applicable within the language of the Code or to comply with any distribution requirements of such Trust assets required by the Code.

9.4 **Maintenance of the Trust Assets.** The Trustee shall take reasonable steps to maintain the value, validity and enforceability of the Trust Assets that are subject to registration, including by filing affidavits of continued use and applying for all renewals to the extent permitted by applicable law. The Trustee shall have the right to prepare, file and prosecute registration applications in the Trust's name, as the Beneficiary deem necessary in order to maintain and protect the Trust Assets.

9.5 **Licenses.** The Trust (acting through the Trustees) shall have the right to grant licenses for the use of the Trust Assets on such terms, subject to Section 7.1, as the Beneficiary deems appropriate; and any approved updates and revisions of the IPR thereto, shall include provisions stating that (a) the licensee agrees to grant and assign to the Trust all right, title, and interest it may have or claim in any derivative works of licensee that are based on or incorporate the IPR, and (b) the licensee's use of the IPR and any goodwill associated therewith shall inure to the benefit of the Trust.

9.6 **Enforcement.** The Trustee shall have the right to take, and to determine whether or not to take, any action(s) with respect to any unauthorized use, infringement or dilution of property included in the Trust Assets.

9.7 **Use of Trust Assets.** The Trust Assets shall be used solely in furtherance of the Purpose. The Trust Assets shall not inure or be payable to or for the benefit of any private individual, except that, subject

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to Sections 7.1, 7.3, and 9.3, the Trust shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the Purpose and as permitted by Section 7.6 hereof.

**ARTICLE X.
MISCELLANEOUS PROVISIONS**

10.1 Confidential Trust Agreement. This Agreement may be only be disseminated and disclosed by unanimous written consent of the Beneficiary

10.2 Amendments. This Agreement may be amended only by unanimous written consent of the Beneficiary.

10.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the activities contemplated hereby is not affected in a manner materially adverse to the Trust. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Beneficiary shall direct the Trustee to modify this Agreement so as to effect the Purpose as closely as possible in an acceptable manner to the end that the Purpose is fulfilled to the fullest extent possible.

10.4 Successors and Assigns; Third Party Beneficiaries. Except as expressly provided herein, neither this Agreement nor any rights or obligations hereunder may be assigned, delegated or otherwise transferred. Any attempted assignment, delegation or transfer that does not comply with the provisions of this section shall be null and void. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement unless expressly provided herein.

10.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

10.6 Governing Law. This Agreement and the Trust created hereby shall be governed in accordance with the law of the State in which this Trust is domiciled, without giving effect to the conflict of laws principles thereof. The original place of administration of the Trust shall be the State of Florida, but the place of administration of the Trust may be transferred to, or from time to time thereafter, to such place or places as the Beneficiary deems appropriate.

10.7 Counterparts. This Agreement may be executed in counterparts, each of which, including those with fax signatures, shall be deemed an original and all of which counterparts taken together shall constitute one and the same instrument.

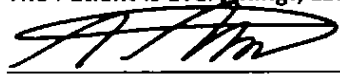
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first above written.

GRANTOR:

The Patient Is Everything!, LLC.

By:



Lance Liberti, Manager

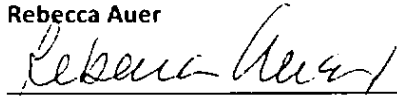
Its:

Manager

INITIAL TRUSTEE:

Rebecca Auer

By:



Rebecca Auer, Trustee

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**SCHEDULE A
CONTRIBUTED IPR**

DEFINITION AND DECLARATION OF IPR CONTRIBUTED:

Licensors own all right, title and interest to certain valuable commercially unpublished business know-how ("Know-How"). Licensors are also passive investors ("Investors") that have purchased all intellectual property and distribution rights of every kind worldwide to a filed provisional patent application ("Patent") and all of its Intellectual Property as defined therein including, but not limited to, future utility, chemical, and/or business method rights ("Intellectual Property Rights" or "IPR") whether or not such IPR is formally granted by the United States Patent and Trademark Office ("USPTO") and every future derivative and trade secret derived from such Patent application a summary description of which follows; and Licensors through the License Agreement with this Trust will monetize its investment in the IPR and Know-How in one or more established medical clinics (each an "Established Clinic"); and, all rights of every kind throughout the world, whether under the common law or statute, in and to all other trademarks, trade names, logos, designs and the like, or any combination or variation of such terms, or any terms that are confusingly similar thereto, and all applications, registrations, renewals, copyrights, know-how, concept, patents, and reservations thereof.

HISTORICAL DATA CONCERNING THE IPR CONTRIBUTED:

a) In the event that a Grantor extracts Historical Data, such Grantor will promptly provide copies of such Historical Data to the Trust; provided, however, that no Grantor will be under any obligation to extract Historical Data unless such Grantor and the Trustees have prior thereto agreed on reasonable compensation to be paid to such Grantor by the Trust for reasonable costs incurred by such Grantor in performing such extraction, reproduction and any other tasks or work associated therewith. Grantor's rights in extracted Historical Data will be transferred to the Trust when copies of such Historical Data are actually provided to the Trust.

b) Each Grantor shall use reasonable efforts not to intentionally and knowingly destroy, damage, alter or delete any material portion of the Historical Data before copies thereof have been received by the Trust, without the Trust's prior written consent. Notwithstanding the foregoing, it is expressly understood that there will be circumstances where Historical Data cannot be produced and/or may be destroyed, damaged, altered or deleted as a result of natural processes, technical constraints or other unintentional causes, and any resulting damage or inaccessibility shall not be deemed a breach of Grantor's obligations under this Section. No Grantor shall be required to take actions other than are reasonable in accordance with such Grantor's past practices and in accordance with such Grantor's then current document retention policies.

c) A Grantor shall be entitled to request guidance from the Trust and the Trustees from time to time regarding specific Historical Data and/or whether specific Historical Data can be provided to third parties; the Trust and the Trustees shall respond to any such request within 45 days.

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d) Copies of Historical Data extracted upon compulsion by any order, summons or subpoena issued by a court, governmental agency or legislative body having jurisdiction, or if produced for any third party, shall, to the extent permitted by such court, agency, or legislative body, also be provided to the Trust at no charge beyond incremental costs; provided, however, that this paragraph shall not apply in the event that such order, summons or subpoena relates to any action or proceeding (i) initiated by any of the following: the Trust, any current or former Trustee or any Grantor, or any person or entity directly or indirectly acting on behalf or at the behest of any of the foregoing, or (ii) to which any of the persons or entities described in clause (i) is party.

e) Each Grantor shall at any time be entitled to transfer to the Trust copies of any or all Historical Data; and in the event that the Trust does not promptly accept such Historical Data, such Grantor shall be entitled to take, and fully protected in taking, any action that it deems appropriate with respect to any such Historical Data not so accepted without regard to any other provision of this Schedule A or the Trust Agreement.

f) Notwithstanding anything to the contrary, the relationship of the Grantor to the Trust and the Beneficiary with respect to the Historical Data shall be solely contractual and limited to the express duties set forth herein, and no Grantor shall be deemed to have any fiduciary, implied or other duties, or any fiduciary or partnership relationship, to the Trust or the Beneficiary. Neither the Trust nor the Beneficiary shall have, and each hereby irrevocably waives, any rights with respect to the Historical Data other than such as are expressly set forth above, including rights of accounting, division, partition and access to the Historical Data. Neither the Trust nor any other person or entity shall have any right to access any files, records or databases of any Grantor to obtain Historical Data for themselves without such Grantor's prior written consent.

**SCHEDULE B
LIST OF INITIAL TRUSTEES**

Rebecca Auer, Trustee
Rebecca Auer, Initial Trustee, Chairperson of the Board of Trustees

Nina Hershberger, Trustee
Nina Hershberger, Initial Successor Trustee

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