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(Requestor's Name)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

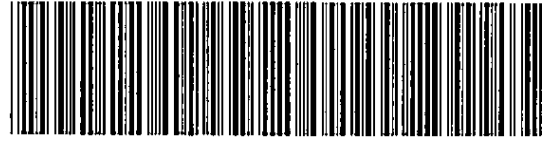
(Business Entity Name)

(Document Number)

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W21-52425

2021 APR 30 PM 1:16
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

FILED



TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: BUSCH FAMILY FOUNDATION

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

-- **FEES:**

Declaration of Trust **\$350.00**

OPTIONAL:

Certified Copy **\$ 8.75**

FROM: PAUL TRABULSY

Name (Printed or typed)

5300 GLADES CUTOFF ROAD

Address

FORT PIERCE, FLORIDA 34981

City, State & Zip

772-460-7404

Daytime Telephone number



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 21, 2021

PAUL TRABULSY
5300 GLADES CUTOFF ROAD
FORT PIERCE, FL 34981

SUBJECT: BUSCH FAMILY FOUNDATION
Ref. Number: W21000054425

We have received your document for BUSCH FAMILY FOUNDATION and your check(s) totaling \$358.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must attached a true and correct copy of the Declaration of Trust.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Tim Burch
Senior Section Administrator

Letter Number: 421A00008248

2021 APR 30 AM 8:57
1046800000

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

BUSCH FAMILY FOUNDATION

A PRIVATE FOUNDATION 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 BUSCH FAMILY FOUNDATION, a
(Name of Trust)
FLORIDA Trust hereby affirms in order to file or qualify
(State)
BUSCH FAMILY FOUNDATION, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.

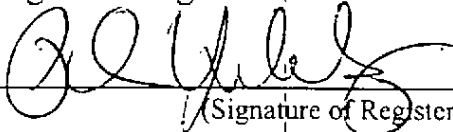
2. The principal address is 5300 GLADES CUTOFF ROAD

FORT PIERCE, FLORIDA 34981

3. The registered agent and street address in the State of Florida is:
PAUL TRABULSY

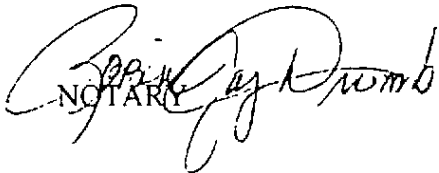
5300 GLADES CUTOFF ROAD, FORT PIERCE, FLORIDA 34981

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.

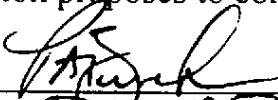


(Signature of Registered Agent)

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.

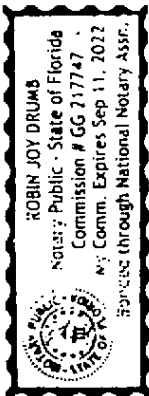


NOTARY



Name: Whip A. Busch
Chairman of the Board of Trustees

Filing Fee: \$350.00
Certified Copy: \$ 8.75 (optional)



Subscribed and sworn to before me on this 11th day of August, 2021 at Tallahassee, Florida.

FILED

49

FIFTH AMENDMENT TO
TRUST AGREEMENT OF PETER W. BUSCH FAMILY FOUNDATION

This Fifth Amendment ("Amendment") to the Trust Agreement of the Peter W. Busch Family Foundation, as amended on each of April 21, 1993, January 24, 1994, February 3, 1995 and July 4, 2013 (the "Trust Agreement"), is effective as of [July 1], 2020, by and between Peter W. Busch, David W. Busch and Philip A. Busch, as co-trustees (collectively, the "Trustees").

RECITALS

A. The Trust Agreement was created by Peter W. Busch, as grantor, on December 26, 1990, in order to establish a private non-operating foundation under Section 501(c)(3) of the Internal Revenue Code to further charitable purposes.

B. The Trustees deem it to be in the best interests of the Trust to amend the Trust Agreement in order to change the trust name from the "Peter W. Busch Family Foundation" to the "Busch Family Foundation."

NOW THEREFORE, in exchange for mutually valuable consideration, the sufficiency of which is hereby acknowledged and intending to be legally bound, the parties hereby agree pursuant to the terms and provisions of Article VIII of the Trust Agreement as follows:

1. That Article I of the Trust Agreement shall be deleted in its entirety and replaced with the following:

"The Trust shall be called the "Busch Family Foundation."

2. Except as specifically modified herein, the Trustees ratify the terms of the Trust Agreement in all other respects.

3. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original instrument, and said counterparts shall constitute one in the same instrument.

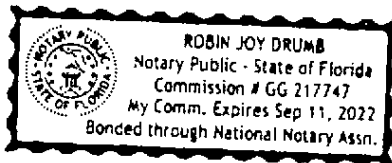
[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the Trustees have executed this Amendment on the day and year first written above.

Peter W. Busch
Peter W. Busch, Grantor/Trustee

STATE OF FLORIDA:
COUNTY OF St. Lucie :

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 24 day of June, 2020 by Peter W. Busch, as trustee of Peter W. Busch Family Foundation, on behalf of the trust. He is personally known to me or has presented _____ as proof of identification.

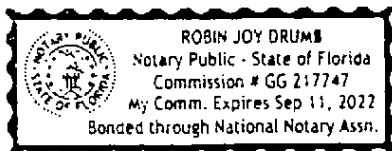


Robin Joy Drumb [SEAL]
Robin Joy Drumb [Print Name]
Notary Public, State of Florida
Commission Number: GG 217747
My Commission Expires: 09/11/2022

David W. Busch
David W. Busch, Trustee

STATE OF FLORIDA:
COUNTY OF St. Lucie :

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 24 day of June, 2020 by David W. Busch, as co-trustee of Peter W. Busch Family Foundation, on behalf of the trust. He is personally known to me or has presented _____ as proof of identification.

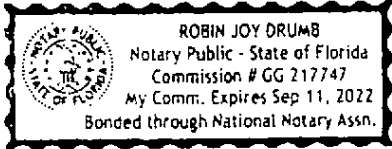


Robin Joy Drumb [SEAL]
Robin Joy Drumb [Print Name]
Notary Public, State of Florida
Commission Number: GG 217747
My Commission Expires: 09/11/2022

Philip A. Busch
Philip A. Busch, Trustee

STATE OF FLORIDA:
COUNTY OF St. Lucie :

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 24 day of June, 2020 by Philip A. Busch, as co-trustee of Peter W. Busch Family Foundation, on behalf of the trust. He is personally known to me or has presented _____ as proof of identification.



Robin Joy Drumb [SEAL]
Robin Joy Drumb [Print Name]
Notary Public, State of Florida
Commission Number: GG 217747
My Commission Expires: 09/11/2022

TRUST AGREEMENT

OF THE

PETER W. BUSCH FAMILY FOUNDATION

THIS TRUST AGREEMENT, made and entered into in the State of Florida, on the 26th day of December, 1990, by PETER W. BUSCH, now residing in the County of INDIAN RIVER, State of Florida, as the grantor and BOATMEN'S TRUST COMPANY, St. Louis, Missouri as the trustee.

W I T N E S S E T H: T H A T

WHEREAS, the grantor desires to establish a trust for charitable purposes,

NOW, THEREFORE, in consideration of the premises herein contained, the grantor does hereby assign, transfer, and deliver the sum of One Hundred Dollars (\$100.00) to the trustee, to hold such sum IN TRUST, together with all other property, whether real, personal, or mixed, transferred to him as trustee as an addition to the trust, for the following uses and purposes and upon the following terms and conditions:

ARTICLE I

NAME OF TRUST

This trust shall be called the "PETER W. BUSCH FAMILY FOUNDATION."

ARTICLE II

DISTRIBUTION OF INCOME AND PRINCIPAL

2.1 All property received and accepted by the trustee to be administered under this Trust Agreement, together with the

income therefrom, shall be held in trust, and the trustee shall make payments or distributions from income and/or principal, directly to such charitable organizations (as that phrase is defined in paragraph 2.4 hereof) in such amounts as shall be directed by the Advisory Committee. No part of the principal or net earnings of this trust shall inure or be payable to or for the benefit of any private person or individual; no part of the activities of this trust shall be the carrying on of propoganda, or otherwise attempting to influence legislation; and no part of the activities of this trust shall be the participation, or intervention (including the publishing or distributing of statements), in any political campaign on behalf of any candidate for public office.

2.2 Any other provision of this instrument notwithstanding, the trustee shall:

(1) distribute the income of the trust for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code as it now exists or hereinafter may be amended (hereinafter referred to as the "Code");

(2) not engage in any act of "self-dealing" as defined in Code section 4941(d);

(3) not make any investment which would jeopardize the carrying out of any of its exempt purposes within the meaning of Code section 4944;

(4) not make any "taxable expenditures" as defined in Code section 4945(d); and

(5) not retain any "excess business holdings" as defined in Code section 4943(c). The trustee shall comply with the provisions of section 456.230 of the Revised Statutes of Missouri.

2.3 The trust shall continue forever unless the Advisory Committee terminates it and directs the distribution of all of the trust principal and income, which action may be taken by the Advisory Committee in its sole discretion at any time. In case of such termination, the trustee shall distribute all of the principal and income to one (1) or more charitable organizations (as that phrase is defined in paragraph 2.4 hereof) in such amounts as the Advisory Committee shall select and determine.

2.4 The phrase "charitable organization," as used in this Trust Agreement, shall mean an organization which is exempt from income tax under Code section 501(c)(3) and contributions to which are deductible under Code sections 170, 2055, and 2522.

2.5 The phrase "charitable purposes," as used in this Trust Agreement, shall mean religious, charitable, scientific, literary, or educational purposes, as such terms are used in Code sections 501(c)(3) and 170(c)(2)(B).

ARTICLE III

ADVISORY COMMITTEE

3.1 The Advisory Committee shall initially consist of PETER W. BUSCH and JOAN K. BUSCH. Each child of PETER W. BUSCH and JOAN K. BUSCH shall become a member of the Advisory Committee as he or she becomes twenty-one (21) years of age. If, at any time, that PETER W. BUSCH is not serving as a member of the Advisory Committee, ^{and} any child or other descendant shall not serve or shall cease to serve as a member of the Advisory Committee for any reason including death, resignation, or incapacity, then a majority of the then serving Advisory Committee members shall appoint a new member to fill the vacancy; PROVIDED HOWEVER, the new member must be a descendant of PETER W. BUSCH.

3.2 PETER W. BUSCH, while serving as a member of the Advisory Committee, may, by written instrument delivered to the trustee, remove any member then serving and may appoint one or more new members to fill any vacancy or to serve in addition to those who are then serving.

3.3 If, at any time, there is no one named or designated who is eligible to serve as a member of the Advisory Committee, an Interim Advisory Committee consisting of ROBERT T. JONES, GARY M. RUST, and BOATMEN'S TRUST COMPANY shall act until such time as there is at least one child or other descendant of PETER W. BUSCH who reaches age twenty-one (21) and is eligible to serve. If at any such time ROBERT T. JONES or GARY M. RUST shall

not serve as a member of the Interim Advisory Committee for any reason, then LOUIS B. SUSMAN shall serve as a member of the Interim Advisory Committee. If all of the above individual members of the Interim Advisory Committee shall cease to serve, then BOATMEN'S TRUST COMPANY shall become the sole member of the Interim Advisory Committee.

3.4 Any member of the Advisory Committee may resign therefrom by serving notice in writing on the other members of the Advisory Committee.

~~3.5 Except for the grantor, PETER W. BUSCH, no person may act as a member of the Advisory Committee after he has reached seventy-five (75) years of age, and, whenever an acting member reaches such age, he shall become disqualified and a successor for such member shall be selected by the other members of the Advisory Committee.~~

3.6 The fact that a person is employed or retained as an officer, employee, accountant, or attorney of the trustee or of any corporation that stock of which is held by the trustee as a part of the trust estate or of any subsidiary of such corporation and receives compensation for his services shall in no way disqualify him from acting as a member of the Advisory Committee.

ARTICLE IV

POWERS AND FUNCTION OF THE ADVISORY COMMITTEE

Section 1. Function: The Advisory Committee shall determine how the income and principal of the trust estate shall be disbursed in order to accomplish the purposes of the trust.

Section 2. Officers: At all times there shall be a chairman and a secretary of the Advisory Committee. The chairman shall preside at all meetings of the Advisory Committee and the secretary shall prepare and maintain a record of its proceedings. So long as he is a member of the Advisory Committee, PETER W. BUSCH shall act as chairman; provided, however, he may designate another member of the Advisory Committee to act as chairman in his place. The secretary and, after PETER W. BUSCH ceases to be a member of the Advisory Committee, the chairman, shall be elected by the members of the committee at the annual meeting for a term of one year and until their respective successors are elected and qualified and those persons elected may serve for two or more successive years.

Section 3. Meetings: The Advisory Committee shall meet for the purpose of determining the amount and recipient of disbursements of income and principal of the trust estate at least once each year and at such other times as may be necessary or desirable. The annual meeting shall be held as set from time to time at such time and place as shall be designated by the chairman in a written notice given by him to all members of the

Advisory Committee. Other meetings shall be held at such times and on such dates and at such places as shall be designated by written notice of the meeting by either the chairman or by any two members of the Advisory Committee. Such written notices of the meetings of the Advisory Committee may be served on the members in person or mailed to them postage prepaid at their residence addresses at least thirty days but not more than sixty days prior to the date of the meeting; provided, however, such notices of meetings shall not be required if waived by all members of the Advisory Committee in writing and if such written waivers are filed with the secretary of the Advisory Committee and kept by him with the record of the proceedings at such meeting.

Section 4. Quorum: A majority of the members of the Advisory Committee shall constitute a quorum for the transaction of business at all meetings. Any action approved by the affirmative vote of a majority of the members of the Advisory Committee present at any meeting shall constitute action taken by the Advisory Committee.

Section 5. Action by consent: Any action which the Advisory Committee may take at a meeting may also be taken without a meeting with the written consent of all members of the Advisory Committee filed with the secretary.

Section 6. Payment of expenses: The Advisory Committee may employ accountants, lawyers and others whose advice

and services may be deemed necessary for the proper exercise of the Advisory Committee's responsibilities and the expense of such advice and service shall be paid out of the trust estate by the trustee upon the direction of the Advisory Committee.

Section 7. Notices to trustee: The actions of the Advisory Committee with respect to disbursements out of the income and principal and the trust estate, as well as with respect to the payment of the cost of such advice and services as may be provided to the Advisory Committee, shall be communicated to the trustee by a written notice signed by the chairman and the secretary or at least one other member of the Advisory Committee. The trustee shall accept any such written notice as evidence of the action of the Advisory Committee.

Following such annual meeting, and at any other time when there is a change in the membership of the Advisory Committee or a change in the offices of chairman or secretary, the secretary shall advise the trustee of the names of the members of the Advisory Committee and the names of its chairman and secretary, and the trustee may conclusively presume that such advice is accurate and complete.

ARTICLE IV

THE TRUSTEES

4.1 BOATMEN'S TRUST COMPANY shall serve as the sole trustee. In the event of a merger or consolidation of BOATMEN'S TRUST COMPANY of St. Louis, Missouri, the corporation succeeding

to its trust business shall become successor trustee in its place and shall have all of the powers, duties, and immunities which it would have had if it had been named as the initial trustee of this trust.

4.2 The grantor, while living, and thereafter a majority of the Advisory Committee, shall have the right to remove the corporate trustee by a written instrument duly acknowledged and delivered to such corporation. Concurrent with the exercise of this right, the grantor, or the Advisory Committee, as the case may be, shall appoint a successor corporate trustee by a written instrument duly acknowledged and delivered to the corporation so appointed; PROVIDED, HOWEVER, that any corporation so appointed must be a trust company or bank possessing trust powers organized under the laws of the United States or one of the states thereof and it must have under its management a minimum of One Billion Dollars (\$1,000,000,000.00) in trust assets. Upon receipt by the removed corporation of the written notice of its removal, the removed corporation shall forthwith surrender and deliver to any acting trustee all of the assets of the trust estate which are in its possession, and the trusteeship of the removed corporation shall terminate.

4.3 Every title, estate, right, authority, and discretion vested in or conferred on the initial trustee hereunder shall likewise become and be vested in and may be exercised by each successor trustee.

4.4 A successor trustee shall have no duty to audit or review the actions and accounting of any predecessor trustee, or to take or cause to be taken any action or other proceeding of any nature against any predecessor trustee, and a successor or additional trustee shall not be held liable or responsible in any manner for not taking, or causing to be taken, any action or other proceeding against any predecessor trustee.

ARTICLE VI

ADMINISTRATIVE PROVISIONS

5.1 A trustee, in the administration of the trust, in addition to those powers enumerated in section 456.520 of the Revised Statutes of Missouri, shall have the power to invest and reinvest trust assets in any kind of property, real or personal, or any interest therein, and wheresoever situated, that the trustee may deem expedient and advisable to acquire for the trust, including, without limitation of the generality of the foregoing, bonds, common or preferred stocks, notes, debentures, shares or participations in common trust funds (including common trust funds at any time established by the corporate trustee and including securities of any parent or company owning stock of the corporate trustee) and also in such other class or classes of property, real and personal, as the trustee may deem proper; and such investments and reinvestments may be in such amounts and in such proportions as the trustee may deem advisable; to change investments and make investments from time to time as the trustee

may in the trustee's discretion determine. The trustee shall not have the power to lend money to any trustee or to any person who has at any time made a contribution to the trust.

5.2 The trustee's powers are exercisable solely in a fiduciary capacity, consistent with and in furtherance of the charitable purposes of this trust.

ARTICLE VI

COMPENSATION

6.1 A corporate trustee shall receive such compensation for its services as trustee as shall be provided for in its published schedule of fees in effect at the time such services are rendered, subject, however, to any modification agreed upon from time to time by and between the corporate trustee and PETER W. BUSCH, if he is then serving as a member of the Advisory Committee, otherwise by and between the corporate trustee and the Advisory Committee.

6.2 Members of the Advisory Committee shall be fully reimbursed out of the trust estate for all expenses incurred by them or any of them in the performance of their duties. Members of the Advisory Committee shall serve without compensation for their services.

ARTICLE VII

FURTHER CONTRIBUTIONS

The grantor or any other person, firm or corporation at any time during the life of this trust may deliver cash, shares

of stock, bonds, notes and any other type of personal property, or real estate, to the trustee, and any person may leave any such property to the trustee by devise or bequest, and the same shall be held, administered and disbursed by the trustee as a part of the trust estate established by the terms of this Trust Agreement.

ARTICLE VIII

TRUST IS IRREVOCABLE

This trust is irrevocable and this Trust Agreement is not subject to modification or amendment except that it may be amended by PETER W. BUSCH, while serving as a member of the Advisory Committee, otherwise by a vote of two-thirds (2/3) of the then acting members of the Advisory Committee, whenever PETER W. BUSCH, or the Advisory Committee, as the case may be, deems such action necessary or advisable for the more convenient or efficient administration of this trust or to enable the purposes of this trust to be fulfilled and accomplished more effectively. No modification or amendment shall alter the intention of the grantor and the purposes as expressed in this Trust Agreement that this trust be operated exclusively for religious, charitable, scientific, literary or educational purposes. No modification or amendment shall provide for or permit the operation of this trust in any manner which is not within the purview of Code section 501(c)(3). Any and all amendments to this Trust Agreement shall be by written instrument

signed and duly acknowledged. Any instrument amending this Trust Agreement shall be attached to the executed original of this Trust Agreement which is held by the trustee.

ARTICLE IX

OVERRIDING PURPOSE

In creating this Trust, the grantor's overriding purpose is to form a charitable organization, which is to be operated solely for charitable purposes, which is tax exempt under Code section 501(c)(3), and contributions to which are deductible under Code sections 170, 2055, and 2522. Therefore, each and every provision of this Trust Agreement is to be interpreted so as to comply with and achieve such overriding purpose.

ARTICLE X

GOVERNING LAW

Each question pertaining to this trust, its validity, and its administration, and the construction of this Trust Agreement shall be determined in accordance with the laws of the State of Missouri.

PHB

IN WITNESS WHEREOF, PETER W. BUSCH, as grantor, and
BOATMEN'S TRUST COMPANY, St. Louis, Missouri, as trustee, have
herounte set their hand, on the day and year first above written.

[Handwritten signature of Peter W. Busch]

PETER W. BUSCH

GRANTOR

BOATMEN'S TRUST COMPANY

[Handwritten signature of Authorized Officer]

Authorized Officer

TRUSTEE

2021 APR 30 PM 4:44
TALLAHASSEE, FLORIDA

State of Indiana)
County of Hancock)

SS

The foregoing instrument was acknowledged before me
this 26th day of December, 1990, by Peter W. Busch.

My commission expires _____

Notary Public
State of Florida at Large
My Commission Expires:
April 30, 1993

[Handwritten signature of Notary Public]

Notary Public

(Seal)