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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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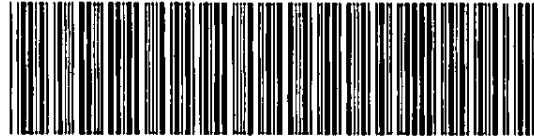
(Business Entity Name)

(Document Number)

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**TRANSMITTAL LETTER**

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

**SUBJECT:** Registration of MACE Capital Trust

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:** Rainer Filthaut  
**Name (Printed or typed)**

3838 Tamiami Trail N, Suite 41  
**Address**

Naples, FL 34103  
**City, State & Zip**

(239) 213 4000  
**Daytime Telephone number**

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

MACE Capital Trust

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 MACE Capital Trust, a  
(Name of Trust)

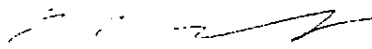
Florida Trust hereby affirms in order to file or qualify  
(State)

MACE Capital Trust, in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 3838 Tamiami Trail N, Suite 416, Naples FL 34103

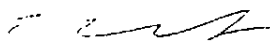
3. The registered agent and street address in the State of Florida is:  
IRC Investor Services LLC, 3838 Tamiami Trail N., Suite 416, Naples, FL 34103

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: Rainer N. Filthaut  
Chairman of the Board of Trustees

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

2022 Filing Fee Schedule

**DECLARATION OF TRUST**

*creating the*

**MACE CAPITAL TRUST**

**Dated May 27, 2022**

**EIN:**

**Dentons Cohen & Grigsby P.C.  
The Mercato – Suite 6200  
9110 Strada Place  
Naples, FL 34108  
(239) 390-1900**

**DECLARATION OF TRUST**

*creating the*

**MACE CAPITAL TRUST**

This Declaration is made as of the 27th day of May, 2022, by and between CORNELIS VERKADE, MOSHE VAN DAM, ELISHA EVERS and AREN VAN DAM, individual residents of the Netherlands (referred to herein as the "Settlers"), and RAINER FILTHAUT, an individual resident of the State of Florida (as the initial "Trustee").

**ARTICLE I**

**Purpose and Definitions**

Section 1.1. Purpose. The Settlers have given, transferred, assigned and delivered to the Trustee, irrevocably and absolutely, all property listed on Schedule A, in trust, to be held, administered and disposed of by the Trustee for the benefit of persons who acquire shares of beneficial interest in the Trust (the "Beneficiaries"). This Declaration is intended to create a Florida business trust.

Section 1.2. Trust Title and Place of Business.

(A) The trust created hereby shall be known and designated as the "MACE CAPITAL TRUST" to distinguish the same from any other trust which the Settlers may have created, but for convenience it is hereinafter referred to as the "Trust."

(B) The Trust shall maintain an office at 3838 Tamiami Trail N., Suite 416, Naples, Florida 34103, and shall designate as resident agent for the service of process IRC INVESTOR SERVICES LLC, 3838 Tamiami Trail N., Suite 416, Naples, Florida 34103 (whose name and address shall be reported from time to time to the Secretary of State of Florida). The Trust may have such other offices or places of business within or without the State of Florida as the Trustee may from time to time determine.

Section 1.3. Definitions. The following terms as used in this Declaration shall, unless the context clearly indicates otherwise, have the following respective meanings:

(A) References to Sections of the "Code" in this trust shall refer to the specified sections of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States internal revenue law.

(B) The term "trust estate" shall mean all of the properties at such time constituting the principal, accumulated income and income of the Trust.

(C) The term "Trustee" shall mean any person, association or corporation acting at such time as Trustee of the Trust. If at any time there shall be more than one Trustee acting as Trustee of such trust, the term "Trustee" shall mean all of such Trustees.

ARTICLE II  
Operation of Trust

Section 2.1. Shares of beneficial interest. Beneficial interest in the Trust shall consist of 1,000 shares, each without a par value. The Trustee may sell, exchange or acquire shares for such sums as the Trustee considers proper. The Trustee shall issue certificates ("share certificates"), to the purchasers of shares, in such form as the Trustee deems proper, evidencing the beneficial interests of the purchasers. The purchasers shall be the Beneficiaries of the Trust and shall be bound by the provisions of this Declaration of Trust. The shares shall entitle the Beneficiaries to participate in all dividends and other distributions of income or principal, as the Trustee in its discretion, from time to time, shall deem advisable. Each Beneficiary shall share in dividends or other distributions in the proportion which the number of shares owned by such Beneficiary bears to the total number of shares issued and outstanding. No Beneficiary shall have the right to ask for partition of the trust estate during the continuance of this Trust. No Beneficiary shall have any interest in any portion of the trust estate and shall have only an interest in dividends and other distributions.

The initial Beneficiaries of this Trust are as follows:

<u>Name</u>	<u>Interest</u>	<u>Shares</u>
CORNELIS VERKADE	25%	250
MOSHE VAN DAM	25%	250
ELISHA EVERS	25%	250
AREN VAN DAM	25%	250

Section 2.2. Transfer of beneficial interests. Records shall be kept by, or on behalf of, and under the direction of the Trustee, which shall contain the names and addresses of the Beneficiaries, the number of shares held by them respectively, and the number of the certificates, if any, representing the shares, and in which there shall be recorded all transfers of shares. The persons in whose names shares or certificates therefor are registered on the records of the Trust shall be deemed the absolute owners of such shares for all purposes of this Trust. However,

nothing herein shall be deemed to preclude the Trustee or officers, or their agents or representatives, from inquiring as to the actual ownership of shares. Until a transfer is duly registered on the records of the Trust, the Trustee shall not be affected by any notice of such transfer, either actual or constructive. The payment thereof to the person or legal entity in whose name any shares are registered on the records of the Trust, or to the duly authorized agent of such person or legal entity, shall be sufficient discharge for all dividends or distributions payable or deliverable in respect of such shares, and from all liability to see to the application thereof. In case of the loss, mutilation, or destruction of any certificate for shares, the Trustee may issue, or cause to be issued, a replacement certificate on such terms and subject to such rules and regulations as the Trustee may from time to time prescribe. Nothing in this Declaration shall impose upon the Trustee or a transfer agent a duty, or limit their rights, to inquire into adverse claims.

Section 2.3. Continuation of trust. The death, insolvency or incompetency of a Beneficiary, or the transfer of shares of beneficial interest, shall not terminate the Trust or entitle the legal representative of the Beneficiary, or the transferee, to any accounting or to any legal action against the Trust Property or Trustee. Upon the death, insolvency or incompetency of a Beneficiary, his, her or its legal representative shall succeed as a Beneficiary and shall be bound by the provisions of this Declaration.

Section 2.4. Personal liability of Beneficiaries. The Beneficiaries shall not be made personally liable by any act or omission of the Trustee. All persons dealing with the Trustee, or with any agent of the Trustee, shall look only to the trust estate for the payment of any sum due as a result of their dealing. In every instrument executed by the Trustee and creating an obligation of any kind, the Trustee shall stipulate that neither the Trustee nor the Beneficiaries shall be held to any personal liability under the instrument.

Section 2.5. Personal liability of Beneficiaries. The Beneficiaries shall not be made personally liable by any act or omission of the Trustee. All persons dealing with the Trustee, or with any agent of the Trustee, shall look only to the trust estate for the payment of any sum due as a result of their dealing. In every instrument executed by the Trustee and creating an obligation of any kind, the Trustee shall stipulate that neither the Trustee nor the Beneficiaries shall be held to any personal liability under the instrument.

Section 2.6. Powers of Beneficiaries. In addition to those rights granted to the Beneficiaries under law or elsewhere in this document, all Beneficiaries shall have the power and right to:

- (a) Inspect all books and records of the Trust.
- (b) Inspect all books and records of the Trustee.
- (c) Inspect all assets used in connection with the trust business.

Section 2.7. Dividends and Distributions to Beneficiaries. The Trustee may, from time to time, declare and pay to the Beneficiaries such dividends or distributions in cash or other property, out of current or accumulated income, capital, capital gains, principal, surplus, proceeds from the increase or refinancing of Trust obligations, from the repayment of loans made by the Trust, from the sale of portions of the trust estate, or from any other source as the Trustee in its discretion shall determine. Beneficiaries shall have no right to any dividend or distribution unless and until declared by the Trustee.

ARTICLE III  
General Provisions

Section 3.1. Nonalienation. Such income and principal of the Trust as shall or may become distributable to any person (whether the interest of such person be present or future, vested or contingent, direct or indirect) in accordance with the provisions of this Declaration shall not, until the actual distribution thereof to the person entitled thereto, be subject to the debts, obligations, liabilities or engagements of such person, or to execution, attachment or other judicial process of whatsoever character and howsoever termed, or be assignable voluntarily, involuntarily or by operation of law or otherwise howsoever, and the distribution thereof shall not be anticipated. Nothing in this Section shall be construed or deemed to curtail to any extent any power of appointment provided for in this Declaration or any power, authority or discretion given to or vested in the Trustee by the provisions of this Declaration or by law to make distribution and expenditure of income and principal of the Trust in accordance with the provisions of this Declaration.

Section 3.2. Dispute Resolution. Any dispute as may arise between or among any one or more Beneficiaries or fiduciaries (irrespective of combination) hereunder shall be resolved by binding arbitration under the Revised Florida Arbitration Code (Florida Statutes, Chapter 682).

Section 3.3. Duration and Termination of Trust. It shall be in the absolute discretion of the Trustee to determine in good faith such termination date as will be in the best interests of the Beneficiaries of the Trust, taking into consideration the investments of the Trust at the time at which termination is considered. However, in any event, the Trust shall terminate not later than three (3) years after the filing of this Declaration with the Florida Secretary of State, unless such period is extended for one successive three-year period by the Trustee then in office. Any determination by the Trustee of the date upon which termination shall occur shall be reflected in a written instrument signed by the Trustee then in office.

(A) Upon the termination of the Trust, and unless otherwise provided in a plan for termination approved by the Trustee, or, if applicable, a majority of the Trustees:

(i) the Trust shall carry on no business except for the purpose of winding up its affairs;



(ii) the Trustee(s) shall proceed to wind up the affairs of the Trust, and all of the powers of the Trustee under this Declaration shall continue until the affairs of the Trust shall have been wound up, including the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining trust estate to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its business (and provided that the Trustee may, if permitted by applicable law, and if they deem it to be in the best interest of the Beneficiaries, appoint a liquidating trust, or agent, or other entity, to perform one or more of the foregoing functions); and

(iii) after paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities, and refunding agreements, as they deem necessary for their protection, the Trustee(s) or any liquidating trust, agent, or other entity appointed by them, shall distribute the remaining trust estate among the Beneficiaries pro rata according to the number of shares held by each.

If any plan for the termination of the Trust approved by the Trustee provides for actions of the Trustee other than as aforesaid, the Trustee shall have full authority to take all action as in their opinion is necessary or appropriate to implement said plan.

(B) After termination of the Trust and distribution to the Beneficiaries as provided herein, the Trustee shall execute and lodge among the records of the Trust an instrument in writing, setting forth the fact of such termination, and the Trustee shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and interests of all Beneficiaries hereunder shall thereupon cease. No person dealing with the Trust, or any person or persons purporting to act as Trustee, shall at any time have any obligation to inquire whether or not the Trust is terminated.

Section 3.4. Merger. Upon the written consent of the Trustee, the Trustee may cause the Trust to be merged into or consolidated or reorganized with, any corporation, association, trust, or other organization, or to sell, convey, rent, lease, hire, exchange, release, partition, assign, mortgage, pledge, hypothecate, grant security interests in, encumber, negotiate, transfer, or otherwise dispose of, or grant interests in all or any portion of the trust estate.

Section 3.5. Perpetuities Savings Clause. The applicable perpetuities period shall be the longest period that property may be held in trust as provided under Section 689.225 of the Florida Statutes as in effect at the time of execution of this Declaration (such period being 1,000 years). If any interest created hereunder has not vested within the applicable perpetuities period, then notwithstanding any of the prior provisions of this Declaration to the contrary, such provisions shall be construed so as to require final distribution free and clear of any trust, at the expiration of the applicable perpetuities period, of all property in respect of any interest which is not so vested at such time. The trust estate of any trust so terminating in accordance with the directions of this Section shall be distributed to the person then entitled to receive the income

therefrom. If any property is to be added to a trust hereunder from another trust that is subject to a shorter perpetuities period, the Trustee may determine to hold such additional property in a separate trust upon the same terms and conditions as provided herein except that such separate trust shall terminate on the last day necessary to avoid violation of such shorter perpetuities period; otherwise, the resulting combined trust shall terminate on the earliest date upon which the applicable perpetuities period of any such trust (receiving or distributing) created at any time ends.

ARTICLE IV  
Administration and Trustees

Section 4.1. Administrative Powers.

(A) Enumeration. In the administration and management of the trust and in the management, investment and reinvestment of the trust estate thereof, the Trustee shall have and may exercise (subject to any other provision of this Declaration limiting or qualifying in any way any power, authority or discretion of the Trustee) full power, authority and discretion without the necessity of obtaining the order of any court to do all acts, to execute, acknowledge and deliver all writings and to exercise for the benefit of all persons who may be or become Beneficiaries under the provisions of this Declaration any and all powers, authorities and discretions given to or vested in such Trustee by the provisions of this Declaration or by law. By way of illustration but not limitation, the Trustee shall have and may exercise the following powers:

(1) To retain property in the form and character in which the same shall be received;

(2) To sell, convey, mortgage, lease for any term whatsoever, transfer, exchange and dispose of, either publicly or privately, the whole or any part of such trust estate;

(3) To grant options for such period as the Trustee shall deem advisable for the sale, conveyance, lease, transfer, exchange or other disposition of the whole or any part of such trust estate and to exercise any option at any time held as part of such trust estate;

(4) To invest and reinvest the whole or any part of such trust estate in any kind of property, real, personal or mixed, or undivided or part interests therein, including stock, bonds, notes, securities, minerals and other natural resources, limited partnerships and other property of whatsoever character, located in the United States or abroad, all statutory and other limitations as to the investment of trust funds, now or hereafter enacted or in force, being hereby waived and without obligation to diversify the property so received and without liability by reason of (i) the failure of diversification with respect to such investments, (ii) any depreciation in the value of any such property or investment, (iii) the acquisition or the retention for any length of time of any asset which is not, or may cease to be, income producing or (iv) the

keeping of any cash uninvested for such time as the Trustee shall determine to be in keeping with the purposes of the Trust:

(5) To hold, manage, develop and operate all residential and other real property held as part of such trust estate, to release, partition, vacate or abandon any such property, to make improvements thereto or thereon, to construct, demolish, alter, repair, rebuild, maintain and insure buildings and other improvements on any such property and to use other assets of such trust estate for any of such purposes:

(6) To compromise and settle claims:

(7) To carry any property in the name of a nominee, including a clearing corporation, or a depository or in book entry form or unregistered or in such form as will pass by delivery:

(8) To vote shares of stock, in person or by proxy, in favor of or against management and shareholder proposals and to join in or dissent from and oppose the reorganization, recapitalization, consolidation, merger, liquidation or sale of corporations or properties:

(9) To employ accountants, agents, attorneys, employees, investment counselors and other representatives, to act without independent investigation upon their recommendations, to employ any one or more of them to perform any act of administration, whether or not discretionary and to determine and pay their compensation and expenses out of such trust estate:

(10) To distribute, without the necessity of filing a judicial accounting or obtaining judicial approval, the whole or any part of such trust estate upon the receipt and release of the Beneficiary entitled to receive such distribution, in which event the Trustee shall be relieved of all further liability with respect to the property so distributed with like effect as if such distribution had been made pursuant to an order of court:

(11) To borrow money from any person in such amounts and upon such terms as the Trustee shall determine and to pledge all or any part of the assets of such trust estate to secure such borrowing:

(12) To permit any Beneficiary to occupy any real property forming part of such trust estate without rent or upon such other terms and conditions as the Trustee shall determine;

(13) To purchase or retain policies of insurance on the life of any Beneficiary and to pay the premiums from either income or principal or from loans against the policies, to exercise all rights, elections, options, privileges and other incidents of ownership with respect to such policies, to surrender any such policy for the cash surrender value thereof, to

convert any such policy into other forms of insurance and to designate such Beneficiary as the Trustee shall determine to be in keeping with the purposes of the trust:

(14) To invest and reinvest in, and to write and sell, contracts which grant options to buy or sell at a future time securities of corporations:

(15) To organize or cause to be organized, alone or in conjunction with others, one or more associations, corporations, partnerships or other organizations:

(16) To continue any business, incorporated or unincorporated, or to liquidate the same at such time and upon such terms, as the Trustee may determine, to invest additional sums in any such business, even to the extent that the trust estate may be invested largely or entirely in such business, to act as, or to select other persons or any Beneficiary hereunder to act as, directors, officers or employees of any such business, to pay compensation for so acting without regard to whether the person so acting is the Trustee or a Beneficiary hereunder, and to make such other arrangements in respect thereof as the Trustee shall determine; and

(17) To allocate capital gains to income, pursuant to a reasonable and impartial exercise of discretion by the Trustee; and

(18) To make any distribution or division of such trust estate either in cash or in kind, or partly in cash and partly in kind, and to allot different kinds of, or interests in, property to different shares, all as the Trustee shall determine to be equitable to effect such distribution or division.

#### Section 4.2. Trustees.

(A) Initial Appointment of Trustee; Number of Trustees. RAINER FILTHAUT shall initially be the Trustee. Each trust created under this Declaration shall be administered by such number, not more than three, of Trustees as may be appointed in accordance with the subsequent provisions of this Section. In no event and at no time shall a Settlor be eligible to serve as a Trustee.

#### (B) Subsequent Appointment of Trustees.

(1) Other Appointment of Trustees. Subject to the prior provisions of this Section, (i) the individual Trustees in office at any particular time (subject to the consent of the Trust Protector), or, if none, (ii) the Trust Protector, shall have, at any time, the power to appoint, additional or successor individual Trustees.

(2) Appointment and Acceptance Procedure. In each case that a Trustee is to be appointed by those persons so authorized to do so pursuant to the prior provisions of this Section, such appointment shall be made by an instrument in writing signed by the person(s)

making such appointment, endorsed with the acceptance of the Trustee so appointed and filed (or a copy thereof) with the records of each affected trust hereunder. In such instrument, the persons so acting under this subsection (B) may specify that such appointment shall take effect at a future time or upon the future occurrence of a stated event (such as the death of a Trustee then serving.)

(C) Appointment by Court. If a complete vacancy occurs in the office of Trustee, and no successor Trustee is effectively appointed (or accepts appointment) within a reasonable time in accordance with the prior provisions of this Section, a court of competent jurisdiction, upon the application of any person whomsoever having any interest whatsoever under this Declaration, after such notice to the parties in interest (except such as may not be *sui juris*) as the court shall determine to be necessary or proper, shall fill such vacancy by appointment of a person, association or corporation eligible to fill such vacancy.

(D) Resignation and Removal of Trustees.

(1) Resignation. Any Trustee hereunder may resign at any time upon notice to the Beneficiaries and other acting Trustee(s) of the Trust; provided, however, that no such resignation shall be or become effective unless and until the earlier of (i) 45 days following the date of such resignation, or (ii) another or a successor Trustee is then serving, or commences to serve contemporaneously with such resignation. The resignation of a Trustee, other than a resignation presumed by law to have taken place, shall be effected and conclusively evidenced by a writing signed by such Trustee in two counterparts of which one (or a copy thereof) shall have been filed with the records of each affected trust and the other deposited with another Trustee or the successor Trustee. The resignation of a Trustee shall be conclusively presumed to be a resignation as Trustee of each trust under this Declaration of which such Trustee is then serving, unless the resignation from any one or more, but not all, such specific trust(s) hereunder is clearly specified in writing by the resigning Trustee. In no event and under no circumstance shall a resigned Trustee be subject to any liability on account of the remaining or successor Trustees' taking of, or failure to take, after such resignation any action respecting any power, authority or discretion given to or vested in the Trustee by the provisions of this Declaration or by law.

(2) Removal of Trustee. At any time, the Trust Protector shall have the right to remove the Trustee and substitute therefor another Trustee, in accordance with the prior provisions of this Section; provided, however, that no such removal shall be or become effective unless and until at least one other Trustee is then serving, or commences to serve contemporaneously with such removal. Any such removal shall be effected, and conclusively evidenced, by a writing signed by the person(s) so acting, in two counterparts of which one (or a copy thereof) shall be delivered to the Trustee to be removed and the other shall be filed with the records of each trust hereunder affected thereby. In no event and under no circumstance shall a removed Trustee be subject to any liability on account of the remaining or successor Trustees' taking of, or failure to take, after such removal any action respecting any power, authority or discretion given to or vested in the Trustee by the provisions of this Declaration or by law.

(E) Compensation. An individual Trustee may (but need not) receive reasonable compensation for services as a Trustee hereunder. The compensation of the Trustees, separately and in the aggregate, shall not exceed that which a court of competent jurisdiction would approve.

(F) Bond. No bond shall be required in any jurisdiction of any Trustee or of any successor Trustee or, if a bond is required by law, no surety on such bond shall be required.

(G) Exercise of Discretionary Powers. Each and every power, authority or discretion given to or vested in the Trustee, Trustees or a class of Trustees by the provisions of this Declaration or by law, whatever may be the nature or extent thereof, shall be freely exercisable by such Trustee, Trustees or class at any time and from time to time in their sole and absolute discretion, as they alone shall determine. Each exercise thereof shall not be open to question in any manner whatsoever by, and shall be binding upon, each person having an interest in the trust.

(H) Exculpation. No Trustee shall incur any personal liability of any character whatsoever by reason of any matter or thing of whatsoever nature which may occur in connection with the administration of the Trust, save only liability arising from actions taken or not taken by such Trustee in breach of the Trust committed in bad faith or with reckless indifference to the purposes of the Trust or to the interests of the Beneficiaries hereunder.

(I) Indemnification. Each Trustee and each of such Trustee's heirs, personal representative, successors and assigns shall be entitled to indemnification from and shall be held harmless by the trust estate of each trust under this Declaration for and in respect of (i) all fees, costs and expenses incurred in connection with or resulting from, any claim, action or demand against any such indemnified person, including attorneys' fees, which arise out of or in any way relate to, such Trustee's taking of or failure to take in good faith any action respecting any such power, authority or discretion or on account of the extent to which or the manner in which any such action in good faith was taken, and (ii) all such claims, actions and demands and any losses, liabilities or damages resulting therefrom, including amounts paid in settlement or compromise of any such claim, action or demand; provided, however, that this indemnity shall not extend to any such indemnified person adjudged to have acted with bad faith or with reckless indifference to the purposes of this Declaration or to the interests of the Beneficiaries hereunder.

Section 4.3. Actions by Prior Fiduciaries. The Trustee shall have no duty or responsibility to obtain a judicial accounting of, or otherwise review, the actions of a prior Trustee or other fiduciary (including a personal representative) and, irrespective of any review or in the absence of any review, the Trustees shall have no liability whatsoever as a consequence of any prior fiduciary's taking of or failure to take any action, regardless of the Trustee's knowledge, either actual or constructive, in respect thereof.

Section 4.4. Trustee Authority to Act. At any time during which there is more than one Trustee empowered to take action as a Trustee of a trust created hereunder, the unanimous

decision of both such Trustees, if only two Trustees are then in office and so empowered, or the decision of a majority of such Trustees, if more than two such Trustees are then in office and so empowered, shall be required and shall bind the Trustees. A Trustee not joining in a decision of the majority shall not be liable for any action taken pursuant to, or for any loss or claim resulting from, such decision.

Section 4.5. Closely Held Businesses. the Trust may own at any time securities or other financial interests in one or more closely held businesses (each of which is hereinafter referred to as the "Business").

(A) Release from Liability. The Business may be other than the type of investment in which the Trustee would normally invest trust funds. Nonetheless, no liability shall be incurred by the Trustee for any loss which may be sustained by reason of the retention, operation or sale of the business or the exercise of any power conferred upon the Trustee with respect to the business, even if the trust estate may consist entirely of, or be invested largely or entirely in, such Business.

(B) Management Powers. The Trustee shall have the following powers with respect to the Business, in addition to any granted by law or elsewhere in this document:

(1) To retain and continue the Business or any interest therein for such time as it considers advisable;

(2) To operate or participate in the operation of the Business in the form of a corporation, limited liability company, partnership or proprietorship, or in any other form, whether or not in such form at the Settlor's death;

(3) To direct, control, supervise, manage, operate or participate in the operation of the Business; to serve as an officer or director of the Business; and to receive from the Business compensation for its services in addition to its compensation as fiduciary;

(4) To delegate all or any part of its power to supervise, manage or operate the Business to such persons as it may select, including any director, officer or employee of the Business;

(5) To engage, compensate and discharge such managers, employees, agents, attorneys, accountants, consultants or other representatives as it considers advisable, including anyone who may be a Beneficiary or fiduciary hereunder;

(6) To invest or employ in the Business, or to use as collateral for loans to the business, such other trust funds as it considers advisable;

(7) To sell, liquidate or otherwise dispose of all or any part of the Business at such time or times, for such prices and upon such terms and conditions as it

considers advisable, and to sell the business to anyone who is a Beneficiary or fiduciary hereunder; and

(8) To exercise with respect to the retention, continuance and disposition of such Business all the rights and powers which the Beneficiaries would have were the Beneficiaries to make the decision at the time of such exercise.

Section 4.6. Preservation of S Corporation Status; ESBT or QSST Election; QSST Savings Clause.

(A) General Election Authority. At any time that the Trust holds stock in any corporation which has elected to be treated as an S Corporation, as defined in Section 1361(a) of the Code (an "S Corporation"), the Trustee shall have the power to exercise the right of election specified in Section 1361(e)(3) of the Code for an "electing small business trust", or may acknowledge the election specified in Section 1361(d) of the Code made by the Beneficiaries of the Trust to treat such trust as a "qualified subchapter S trust". The Trustee is also authorized and empowered to make such amendments to the Trust as the Trustee may, from time to time, in such Trustee's reasonable discretion, deem necessary for the Trust's continued qualification as a permitted shareholder, as provided in Section 1361(e) of the Code, or as a qualified subchapter S trust, as provided in Section 1361(d) of the Code, as the case may be. Any such amendment of this Declaration shall be by an instrument in writing, signed by the Trustee and delivered to the Beneficiaries.

(B) S Corporation - QSST Savings Clause. Upon the acknowledgement of the election specified in Section 1361(d) of the Code made by the Beneficiaries to treat such trust as a "qualified subchapter S trust", during any period in which the Trust owns stock of an S corporation, all provisions of this document shall be interpreted in accordance with the intended treatment of such trust as a qualified Subchapter S trust under Section 1361(d) of the Code. The Trustee shall have the power to set aside and retain any S corporation interest (or portion thereof, as may be divided on a per stirpital basis) distributable hereunder to the Trust, to a separate subtrust, the sole beneficiary of such subtrust to be one of the class of beneficiaries who are current income beneficiaries of such separate trust. Further, the Trustee (or the Trust Protector, if then serving) shall have the power to amend this Declaration, with approval of the appropriate court, if necessary, for the purpose of allowing any trust hereunder to qualify as a qualified Subchapter S trust. Notwithstanding any other provision in this document, with respect to any trust created under this document which holds an interest in stock in an S corporation:

(1) There shall be only one current income beneficiary of the trust within the meaning of section 1361(d)(3)(A) of the Code.

(2) Distributions of income or principal from the trust shall be made only to "such beneficiary" as the current income beneficiary within the meaning of section 1361(d)(3)(A) of the Code.



(3) The income interest of the current income beneficiary in the trust will terminate on the earlier of the death of the current income beneficiary or the termination of the trust.

(4) If the trust terminates during the life of the current income beneficiary, all remaining assets of the trust, including any accumulated and undistributed income, shall be distributed to the current income beneficiary.

(5) All the income of the trust as defined in section 643(b) of the Code and provided by local law then in effect under the laws of the State under which the trust is administered shall be distributed currently to the current income beneficiary (within the meaning of section 1361(d)(3)(B) of the Code). Furthermore, any income that is accrued, accumulated or undistributed on the death of the current income beneficiary shall be distributed in a manner permitted by section 1361(d)(3)(B) of the Code. In any case where there is doubt under applicable law and the terms of this instrument as to the proper allocation of S corporation distributions with respect to stock (including, without limitation, the allocation of proceeds from stock redemptions), all reasonable doubts shall be resolved in favor of the current income beneficiary.

(6) If, at any time a current income beneficiary is taxed with all or any part of the taxable income of the S corporation, the stock of which is an asset of the trust, when the current income beneficiary does not actually receive such income, the Trustee may distribute to the current income beneficiary income or principal in a sufficient amount to pay any federal or state income taxes directly attributable to such income, as determined by the Trustee in the Trustee's discretion.

#### Section 4.7. Trust Protector.

(A) Appointment of Trust Protector. A Trust Protector shall serve and, if none is then serving, may be appointed, in accordance with the provisions of this Section at any time. For purposes of this Declaration, the initial Trust Protector shall be HUGH W. NEVIN, JR. If HUGH W. NEVIN, JR is not able to serve as Trust Protector, the Trustee may appoint an individual or corporate fiduciary as Trust Protector at any time.

No Trust Protector appointed under this Declaration shall have an interest the Trust other than as Trust Protector, and no Trust Protector shall be either related or subordinate to any Beneficiary or to the person or persons appointing the Trust Protector within the meaning of Section 672(c) of the Internal Revenue Code. The Settlers, the Beneficiaries, and any person who has contributed to the Trust may not serve as a Trust Protector at any time under this instrument. Whenever there is more than one Trust Protector empowered to take action as a Trust Protector hereunder, the unanimous decision of both Trust Protectors, if only two Trust Protectors are then acting, or the decision of a majority of such Trust Protectors, if more than two such Trust Protectors are then in office and so empowered, shall be required.

Furthermore, no Trust Protector may serve simultaneously as both Trust Protector and Trustee. A person may serve as Trust Protector of one or more of the Separate Trusts under this Declaration; however a Separate Trust need not have a Trust Protector in common with any other Separate Trust

If no Trust Protector is serving hereunder, the chief executive officer of the law firm of DENTONS, COHEN & GRIGSBY P.C., a Pennsylvania professional corporation authorized to conduct business in the State of Florida, or its corporate or other organizational or business successor, shall have the right to appoint (by appropriate corporate or other organizational action) any member of such law firm or any other individual as the successor Trust Protector.

(B) Powers of Trust Protector. Notwithstanding any provision in this Declaration to the contrary, and subject to the provisions of subsection (C) of this Section, the Trust Protector shall have the power, in his or her sole and absolute discretion, and for any reason or no reason, from time to time by a written instrument delivered to the Trustee then serving, (i) to amend, modify or revise the provisions of this Declaration (except for this Section, but including provisions relating to the appointment, removal and/or replacement of Trustees), provided that no such amendment or modification shall cause a person who is not a U.S. Person (as such term is defined under Section 7701(a)(30) of the Code) to acquire any power which would cause the Trust created hereunder to be treated as a foreign trust under the Code.

(C) Limitation on Powers. Notwithstanding any provision in this Article to the contrary, the Trust Protector shall not exercise any power granted to him or her in any manner which shall violate any applicable rule against perpetuities or similar law (if any) applicable to the Trust, and the Trust Protector shall not exercise any such power in any manner which would cause a trust to continue beyond the period of the limitations of such rule or law, if any such rule or law is applicable.

(D) Exercise of Authority. The Trust Protector's decisions under this Article shall be absolutely binding on all persons interested in the Trust and the trust estate and that the Trust Protector shall not be liable for any exercise or failure to exercise any such power if the Trust Protector shows that he or she has acted in good faith. In addition, the Trust Protector shall have the right, exercisable by an instrument in writing, to disclaim, release or renounce, at any time and from time to time, in whole or in part, any power(s) or discretion granted to him or her hereunder.

(E) Resignation. The Trust Protector shall at any time have the right to resign as Trust Protector and shall be deemed to have immediately resigned upon the occurrence of any event that would cause the Trust Protector to not qualify as a Trustee.

(F) Exculpation and Indemnification. The Trust Protector shall have all of the rights to exculpation and indemnification as are granted to the Trustee under the provisions of this Declaration and otherwise by law.

ARTICLE V  
Miscellaneous

Section 5.1. Amendment. This Declaration may be amended by the written consent of the Trust Protector.

Section 5.2. Governing Law. This Declaration has been delivered to and accepted by the Trustee in the State of Florida, and all questions pertaining to the validity, construction, administration, and interpretation of this Declaration and the Trust and to the management and distribution of the trust estate hereunder shall be determined in accordance with the internal laws of the State of Florida. The initial situs of administration of the trust property shall be in the State of Florida. The Trustee may, upon notice to the Beneficiaries, by a written instrument, signed and acknowledged by the aforesaid, at any time and from time to time as the Trustee deems advisable in the Trustee's discretion for the benefit or security of the Trust or any portion thereof, remove or decline to remove all or part of the assets or the situs of administration thereof, from one jurisdiction to another jurisdiction, anywhere in the world and elect that the law of such other jurisdiction shall thereafter govern the same to such extent as may be necessary and appropriate, and thereupon the courts of such other jurisdiction shall have the power to effectuate the purposes of such trust and of this Declaration to such extent; provided, however, that the Trust shall be governed by the perpetuities provision applicable at such time as the Trust becomes irrevocable, or, in the case of any merged trusts, the shorter applicable perpetuities period. This power of removal shall be a continuing power which may be exercised any number of times, including for purposes of further removal or change of location of assets or situs of administration. The determination of the Trustee as to any such removal or change in situs of administration shall be conclusive and binding on all persons interested or claiming to be interested in the Trust. Notwithstanding the authority of the Trustee to change the situs of administration of the Trust, the Trustee shall not be under any duty to do so nor shall the Trustee be liable to any person interested in the Trust by reason of any expenses incurred in either changing the situs or failing to change the situs of administration.

Section 5.3. Number and Gender. Whenever used in this Declaration, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be applicable to any other gender or be neutral.

Section 5.4. Counterparts. This Declaration may be executed in any number of counterparts, all of which together shall be deemed to be an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be duly executed and delivered as of the date first above written.

Witnesses:

*C Heyer*  
Witness #1 - Signature

*Cornelis Verkaede* (SEAL)  
CORNELIS VERKADE, Settlor

Miniam Heyer  
Witness #1 - Printed Name

*Adriana Saines*  
Witness #2 - Signature

Adriana Saines  
Witness #2 - Printed Name

*M. Heyer*  
Witness #1 - Signature

*Moshe Van Dam* (SEAL)  
MOSHE VAN DAM, Settlor

Miniam Heyer  
Witness #1 - Printed Name

*Adriana Saines*  
Witness #2 - Signature

Adriana Saines  
Witness #2 - Printed Name

Handwritten marks and scribbles at the bottom right corner of the page.

Witnesses:

*Miniam Heyer*  
Witness #1 - Signature

*E. S. Evers* (SEAL)  
ELISHA EVERS, Settlor

Miniam Heyer  
Witness #1 - Printed Name

*Adriana Salinas*  
Witness #2 - Signature

Adriana Salinas  
Witness #2 - Printed Name

*Aren Van Dam* (SEAL)  
AREN VAN DAM, Settlor

*Miniam Heyer*  
Witness #1 - Signature

Miniam Heyer  
Witness #1 - Printed Name

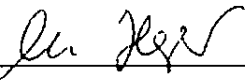
*Adriana Salinas*  
Witness #2 - Signature

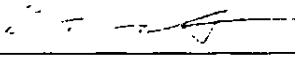
Adriana Salinas  
Witness #2 - Printed Name

*E S*

Delivery and Acceptance of the Declaration creating the MACE CAPITAL TRUST is acknowledged by the undersigned Trustee.

Witnesses:

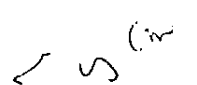
  
Witness #1 - Signature

 (SEAL)  
RAINER FILTHAUT, Trustee

Minum Heyer  
Witness #1 - Printed Name

  
Witness #2 - Signature

Luciano Seilino  
Witness #2 - Printed Name



SCHEDULE A

100% interest in MACE Capital LLC, a Florida limited liability company with its principal place of business at 3838 Tamiami Trail N., Suite 416, Naples, Florida 34103

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