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FALL AHASSEE, FLORIDA

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#### TRANSMITTAL LETTER

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

SUBJECT:	NH LEGAL CARE TRUST A 2017			
Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:				
<u>FEES:</u> Declara	ition of Trust	\$350.00		
OPTIONAL:				
Certified Copy		\$ 8.75		
FROM:	ZENA LEONARDI, TRUSTEE			
Name (Printed or typed)				
	9900 W. SAMPLE RD. STE 405			
	Address			
	CORAL SPRINGS, FLORIDA 33065			
	City, State & Zip			
	(954) 825-0458			
Daytime Telephone number				

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

NH LEGAL CARE TRUST A 2017

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 NH LEGAL CARE TRUST A 2017 (Name of Trust) **FLORIDA** Trust hereby affirms in order to file or qualify (State) NH LEGAL CARE TRUST A 2017 , in the State of Florida. (Name of Trust) 1. Two or more persons are named in the Trust. 2. The principal address is \_9900 W. SAMPLE ROAD STE 300 **CORAL SPRINGS FLORIDA 33065** 3. The registered agent and street address in the State of Florida is: SOLACE PRIVATE EQUITY LLC 9900 W. SAMPLE RD. SUITE 300 CORAL SPRINGS FL 33065 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 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 Declarated Trust under which the association proposes to conduct its business in Florida. lelisa Lemardi Name: Edward Steadman NOTARY Chairman of the Board of Trustees ZENA-MELISSA LEONARDI Filing Fee: \$350.00 AY COMMISSION #FF225617 EXPIRES: APR 29, 2019 Certified Copy: \$ 8.75 (optional)

Bonded through 1965 344 1854 1976



## AGREEMENT AND DECLARATION OF TRUST OF NH LEGAL CARE TRUST A-2017

THIS AGREEMENT AND DECLARATION OF TRUST ("Trust Agreement") is made and entered into this 74 day of 2017, by and among HG Trade Opportunities Fund, N.V. as Beneficiary, (hereinafter referred to as the "Beneficiary"), Solace Private Equity LLC, as Grantor, (hereinafter referred to as the "Grantor"), and Zena Leonardi, as Indenture Trustee (hereinafter referred to as the "Trustee"). The Beneficiary, Grantor and Trustee may be individually referred to as a Party, or collectively as the "Parties."

#### RECITALS:

- A. Concurrent with the execution of this Trust Agreement, the Parties have executed and entered into that certain: (i) Exchange, Sale and Pledge Agreement dated as of September 30, 2017 (the "Exchange Agreement"), (ii) Pledge and Security Agreement dated as of September 30, 2017 (the "Security Agreement"), and (iii) Secured Note dated as of September 30, 2017 (the "Note"). The Exchange Agreement, Security Agreement and Note are referred to as the "Transaction Documents."
- B. The Parties acknowledge and agree that the Transaction Documents set forth the rights, obligations, duties, terms and conditions which will remain in full force and effect, and that this Trust Agreement will in no manner diminish, reduce, after or modify the Transaction Documents. Any conflict between the Trust Agreement and the Transaction Documents will be resolved in favor of the latter. Any capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Transaction Documents.
- C. Grantor and Trustee explicitly acknowledge and agree that the Transaction Documents shall so govern.

The Parties agree that the above enumerated Recitals are an integral part of this Agreement, and are made a part hereof.

#### IT IS MUTUALLY AGREED AS FOLLOWS:

1. Trust Property. The Grantors, pursuant to the Exchange Agreement, have considered the Trustee the property described in the attached Exhibit "A", which said property shall be held by the Trustee, in trust, for the following uses and purposes, under the terms of this Agreement and the Transaction Documents, and shall be hereinafter referred to as the "Trust Property."

- 2. <u>Consideration.</u> As consideration for such conveyance pursuant to the Exchange Agreement Trustee has transferred unto Grantor, the Property described in the attached Exhibit "B". The conveyance has been accepted and, subject to the Transaction Documents, will be held by Trustee all existing encumbrances, easements, restrictions or other clouds or claims against the title thereto, whether the same are of record or otherwise. The property will be held on the trusts, terms and conditions, and for the purposes hereinafter set forth, until the whole of the trust estate is conveyed, free of this trust, as hereinafter provided.
- Beneficiary. The entity named in the signature line is the Beneficiary of this Trust. The Beneficiary may upon written notice to the Trustee, designate and convey to a new beneficiary, in whole or in part, its rights and privileges granted under this Trust Agreement without further action or requirement (any such designee, a "Successor Beneficiary"). Any such Successor Beneficiary shall be immediately vested with the rights, benefits and privileges attendant to this Trust Agreement, and shall be deemed a Beneficiary hereunder.
- 4. <u>Interests.</u> The interests of the Beneficiary shall consist of the following right respecting the Trust Property to receive the Trust Property upon the happening of an Event of Default, as that term is defined under the Transaction Documents up to Fifty Million United States Dollars and Zero Cents (U.S. \$50,000,000).

#### 5. Powers of Trustee.

- a. Subject to the Transaction Documents, the Trustee shall have authority to issue notes or bonds and to secure the payment of the same by mortgaging the whole or any part of the Trust Property; to borrow money, giving notes therefore signed by her in his capacity as Trustee; to invest such part of the capital and the profits therefrom and the proceeds of the sale of bonds and notes in real estate, equities in real estate, and mortgages in real estate in the United States of America, as she may deem advisable.
- b. Subject to the Transaction Documents, the Trustee shall have the authority to hold the legal title to all of the Trust Property, and shall have the exclusive management and control of the property as if she were the absolute owner thereof, and the Trustee is hereby given full power to do all things and perform all acts which in her judgment are necessary and proper for the protection of the Trust Property so long as such actions are always in best the interest of the Beneficiary, subject to the restrictions terms, and conditions herein set forth.
- c. Subject to the Transaction Documents, without prejudice to the general powers conferred on the Trustee hereunder, it is hereby declared that the Trustee shall have the following powers:
  - (1) To purchase any real property for the Trust at such times and on such times and on such times may seem advisable; to assume mortgages upon the property.

    (2) To sell at public auction or private sale, to barter, to exchange, or no dispose of
  - (2) To sell at public auction or private sale, to barter, to exchange, or to dispose of otherwise, any part, or the whole of the Trust Property which may, from time to

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time form part of the Trust estate, subject to such restrictions and for such consideration for cash and for credit, and generally upon such terms and conditions as may seem judicious, to secure payment upon any loan or loans of the Trust, by mortgage with or without power of sale, and to include such provisions, terms, and conditions as may seem desirable.

- (3) To rent or lease the whole or any part of the Trust Property for long or short terms, but not for terms exceeding the term of the Trust then remaining.
- (4) To repair, alter, tear down, add to, or erect any building or buildings upon land belonging to the Trust; to fill, grade, drain, improve, and otherwise develop any land belonging to the Trust; to carry on, operate, or manage any building, apartment house, or hotel belonging to the Trust.
- (5) To make, execute, acknowledge, and deliver all deeds, releases, mortgages, leases, contracts, agreements, instruments, and other obligations of whatsoever nature relating to the Trust Property, and generally to have full power to do all things and perform all acts necessary to make the instruments proper and legal.
- (6) To collect notes, obligations, dividends, and all other payments that may be due and payable to the Trust; to deposit the proceeds thereof, as well as any other moneys from whatsoever source they may be derived, in any suitable bank or depository, and to draw the same from time to time for the purposes herein provided.
- (7) To pay all lawful taxes and assessments and the necessary expenses of the Trust; to employ such officers, brokers, engineers, architects, carpenters, contractors, agents, counsel, and such other persons as may seem expedient, to designate their duties and fix their compensation; to fix a reasonable compensation for their own services to the Trust, as organizers thereof.
- (8) To represent the Trust and the Beneficiary in all suits and legal proceedings relating to the Trust Property in any court of law of equity, or before any other bodies or tribunals; to begin suits and to prosecute them to final judgment or decree; to compromise claims or suits, and to submit the same to arbitration when, in her judgment, such course is necessary or proper.
- (9) To arrange and pay for and keep in force in the name and for the benefit of the Trustee, such insurance as the Trustee may deem advisable, in such companies, in such amounts, and against such risks as determined necessary by the Trustee.
- 6. <u>Duties of Trustee.</u> Subject to the Transaction Documents, it shall be the daty of the Trustee in addition to the other duties herein imposed upon her:
  - a. To keep careful and accurate books showing the receipts and disbursements of the Trust and also of the Trust Property, and such other items as she may receipt importance or as the Beneficiary hereunder may require.
  - b. To keep books of the Trust open to the inspection of the Beneficiary, accountants, auditors, legal representative or other designees, at such resonable times at the main office of the Trust as they may appoint.
  - c. To furnish the Beneficiary at special meetings at which the same shall be requested a careful, accurate, written report of her transactions as Trustee hereunder, of the financial standing of the Trust, and of such other information concerning the affairs



- of the Trust as they shall request. The Beneficiary shall have the right to call a special meeting upon three day's written notice to the Trustee detailing with sufficient specificity the nature and purpose of such meeting.
- d. To sell the Trust Property and distribute the proceeds therefrom.
- 7. <u>Compensation of Trustee.</u> The Beneficiary agrees that the Trustee shall receive the sum of \$1,000.00 per month for her services as Trustee hereunder.
- 8. <u>Liability of Trustee.</u> The Trustee and her successor as Trustee shall not be required to give a bond, and each Trustee shall be liable only for his own acts and then only as a result of her own gross negligence or bad faith.
- 9. Removal of Trustee. The Beneficiary shall only have the power to remove the Trustee by the filing of an action in the Palm Beach County Circuit Court, seeking removal of the Trustee. The grounds for removal of said Trustee under this section and in the Palm Beach County Circuit Court, shall be clear and convincing evidence of failure to comply with the terms of the Trust Agreement or Transaction Documents, breach of a fiduciary duty, negligence, theft, conversion, and/or other professional services deemed not to be prudent.

#### 10. Resignation and Successor.

- a. The Trustee may resign her office with thirty (30) days written notice to the Beneficiary and the Beneficiary shall proceed to elect a new Trustee to take the place of the Trustee who had resigned, but the resignation shall not take effect until a certificate thereof, signed, sealed, and acknowledged by the Trustee, and a certificate of the election of the new Trustee, signed and sworn to by the Beneficiary and containing an acceptance of the office, signed and acknowledged by the new Trustee, shall have been procured in a form which is acceptable for recording in the registries of deeds of all the counties in which properties held under this instrument are situated. If the Beneficiary shall fail to elect a new Trustee within thirty (30) days after the resignation, then the Trustee may petition any appropriate court in this state to accept his resignation and appoint a new Trustee.
- b. Any vacancy in the office of Trustee, whether arising from death or from any other cause not herein provided for, shall be filled within thirty (30) days from the date of the vacancy and the Beneficiary shall proceed to elect a new Trustee of the vacancy, and immediately thereafter shall cause to be prepared a certificate of the election containing an acceptance of the office, signed, scaled, and acknowledged the new Trustee, which shall be in a form acceptable for recording in the regardings of deeds of all the counties in which properties held under this instrument are situated.
- C. Whenever a new Trustee shall have been elected or appointed to the office of all the properties of the Trust and shall have all the powers and be subjected all the restrictions granted to or imposed upon the Trustee by this agreement and every Trustee shall have the same powers, rights, and interests regarding the Trust Property, and shall be subject to the same restrictions and duties as the original



- Trustee, except as the same shall have been modified by amendment, as herein provided for.
- d. Notwithstanding any such resignation, the Trustee shall continue to have a lien on the Trust Property for all costs, expenses and attorney's fees incurred and for said Trustee's reasonable compensation.
- 11. Objects and Purposes of Trust. The objects and purposes of this Trust shall be to hold title to the Trust Property and to protect and conserve it until its sale or other disposition or liquidation. The Trustee shall not undertake any activity not strictly necessary to the attainment of the foregoing objects and purposes, nor shall the Trustee transact business within the meaning of applicable state law, or any other law, nor shall this Agreement be deemed to be, or create or evidence the existence of a corporation, de facto or dejure, or a Massachusetts Trust, or any other type of business trust, or an association in the nature of a corporation, or a co-partnership or joint venture by or between the Trustee and the Beneficiary.
- 12. Exculpation. The Trustee shall have no power to bind any Beneficiary personally and, in every written contract she may enter into, reference shall be made to this declaration; and any person or corporation contracting with the Trustee, as well as any beneficiary, shall look to the funds and the Trust Property for payment under such contract, or for the payment of any debt, mortgage, judgment, or decree, or for any money that may otherwise become due or payable, whether by reason or failure of the Trustee to perform the contract, or for any other reason, and neither the Trustee nor any Beneficiary shall be liable personally therefore.
- 13. Dealings with Trustee. No party dealing with the Trustee in relation to the Trust Property in any manner whatsoever, and, without limiting the foregoing, no party to whom the property or any part of it or any interest in it shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the property; to see that the terms of this Trust Agreement have been complied with; to inquire into the authority, necessity or expediency of any act of the Trustee; or be privileged to inquire into any of the terms of this Trust Agreement. Every deed, mortgage, lease\_or other instrument executed by the Trustee in relation to the Trust Property shall be compusive. evidence in favor of every person claiming any right, title or interest under the Trust that at the time of its delivery the Trust created under this Agreement was in full Force and effect; and that instrument was executed in accordance with the terms and conflictions of this Agreement and all its amendments, if any, and is binding upon the Benefictory under it; that the Trustee was duly authorized and empowered to execute and deliver every such instrument; if a conveyance has been made to a successor or successors in trust that the successor or successors have been appointed properly and are vested fully well the title, estate, rights, powers, duties and obligations of its, his or their predecessor firms.
- 14. Recording of Agreement. This Agreement shall not be placed on record in the county in which the Trust Property is situated, or elsewhere, but if it is so recorded, that recording

shall not be considered as notice of the rights of any person under this Agreement derogatory to the title or powers of the Trustee.

- 15. <u>Name of Trustee.</u> The name of the Trustee shall not be used by the Beneficiary in connection with any advertising or other publicity whatsoever without the written consent of the Trustee.
- 16. <u>Income Tax Returns.</u> The Trustee shall be obligated to file any income tax returns with respect to the Trust, as required by law, and the Beneficiary shall report and pay their share of income taxes on the earnings and avails of the Trust Property or growing out of the interest under this Trust.
- 17. <u>Assignment.</u> The interest of the Beneficiary, or any part of that interest, may be transferred only by a written assignment, executed in duplicate and delivered to the Trustee. The Trustee shall note its acceptance on the original and duplicate original of the assignment, retaining the original and delivering the duplicate original to the assignee as and for evidence of ownership of a beneficial interest under this Agreement.
- Individual Liability of Trustee. The Trustee shall not be required, in dealing with the Trust Property or in otherwise acting under this Agreement, to enter into any individual contract or other individual obligation whatsoever; nor to make herself individually liable to pay or incur the payment of any damages, attorney's fees, fines, and penalties, forfeitures, costs, charges or other sums of money whatsoever. The Trustee shall have no individual liability or obligation whatsoever arising from his ownership, as Trustee, of the legal title to the Trust Property, or with respect to any act done or contract entered into or indebtedness incurred by her in dealing with the Trust Property or in otherwise acting under this Agreement, except only as far as the Trust Property and any trust function actual possession of the Trustee shall be applicable to the payment and discharge of that liability or obligation.
- Reimbursement and Indemnification of Trustee. If the Trustee shall pay or mour any 19. liability to pay any money on account of this Trust, or incur any liability to money on account of being made a party to any litigation as a result of holding title to Trust Property or otherwise in connection with this Trust, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the Beneficiary, jointly and severally agree that on demand they will pay to the Trustee, with interest at the rate of 8% per annum, all such payments made or liabilities incurred by the Trustee, together with his expenses, including reasonable attorney's fees, and that they will indemnify and hold the Trustee harmless of and from any and all payments made or liabilities incurred by her for any reason whatsoever as a result of this Agreement; and all amounts so paid by the Trustee, as well as his compensation under this Agreement, shall constitute a lien on the Trust Property. The Trustee shall not be required to convey or otherwise deal with the Trust property as long as any money is due to the Trustee under this Agreement; nor shall the Trustee be required to advance or pay out any money on account of this Trust or to prosecute or defend any legal proceedings involving this Trust



or any property or interest under this Agreement unless he shall be furnished with sufficient funds or be indemnified to his satisfaction.

- 20. Entire Agreement. This Agreement, when read in conjunction with the Transaction Documents, contains the entire understanding between the Parties and may be amended, revoked, or terminated only by written agreement signed by the Trustee and the Beneficiary.
- 21. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDNACE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK. ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE FINNALY DETERMINED BY ARBITRATION IN NEW YORK CITY BEFORE THE INTERNATIONAL CHAMBER OF COMMERCE AND UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCEBY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH SAID RULES. THE PARTIES IRREVOCABLY AGREE THAT ANY ACTION TO COMPEL ARBITRATION, OR ENFORCE AN ARBITAL AWARD SHALL BE EXCLUSIVELY BROUGHT IN THE SUPREME COURT OF THE STATE OF NEW YORK IN AND FOR THE COUNTY OF NEW YORK. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, OR RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER RELATED TRANSACTION DOCUMENT OR RELATIONSHIP CREATED THEREUNDER.
- 22. <u>Binding Effect</u>. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon any successor trustee under it, as well as upon the executors, administrators, heirs, assigns and all other successors in interest of the Beneficiary or any Successor Beneficiary, as the case may be.
- 23. <u>Trustee's Liability to Beneficiary.</u> The Trustee shall be liable to the Beneficiary in accordance with the Florida Trust Code, as amended.
- 24. Annual Statements. There shall be quarterly meetings with the Beneficiary and Grantor.
- Termination. This trust may be terminated at any time by the Beneficiary with thirty (30) days written notice of termination delivered to the Trustee, the Trustee shall execute any and all documents necessary to vest fee simple marketable title to any and all Trust. Property in Grantor upon such termination.

[REMAINDER OF PAGE INTENTIONALLY BLANK]



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

IIG Capital, As Agent for

HG Trade Opportunities Fund, NV

By:

Name: Jum

Title: A.

NH Legal-Care Trust A 2017

By

Name: 5 - MATE

Title: 5 Noch. 1205

Global Account Servicing, LLC

Rv:

Name: 6. 6.

Title: MLW

Trustee

By: 2/2 Molion Lucle

Name Zera Helissa Lenard.

Title: Trustee

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