

TRANSMITTAL LETTER

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

SUBJECT: MY THREE SONS TRUST

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

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: Sonia Stante

16 Kehoe Court

Address

Nobleton, Ontario, Canada L0G 1N0

City, State & Zip

416 885 7976

Daytime Telephone number

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

MY THREE SONS TRUST

A Canadian Irrevocable 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 MY THREE SONS TRUST, a

Canadian (Name of Trust)
Trust hereby affirms in order to file or qualify

(State)
MY THREE SONS TRUST in the State of Florida.
(Name of Trust)

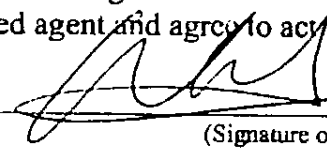
1. Two or more persons are named in the Trust.

2. The principal address is
16 Kehoe Court, Nobleton, Ontario Canada L0G 1N0

3. The registered agent and street address in the State of Florida is:
William G. Morris, P.A. 247 North Collier Boulevard, Suite 202

Marco Island, Florida 34145

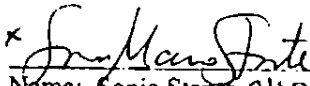
4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.

* 
(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.

Sworn before me
on the 4th day of
December, 2018
in the City of
Tampa,
Province of
Ontario

CR2E063(3/00)

* 
Name: Sonia Stante also known as Sonia Marino-Stante gms
Chairman of the Board of Trustees HOP

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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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MY THREE SONS TRUST

ON THIS DAY, THE 22 DAY OF MARCH, IN THE YEAR TWO THOUSAND EIGHTEEN (2018-03-22)

APPEARED

JOHN ANTHONY STANTE, currently residing and domiciled at 16 Kehoe Court, Nobleton, Ontario, Canada L0G 1N0;

hereinafter referred to as the **"SETTLOR"**;

AND

SONIA MARINO-STANTE ("SONIA"), currently residing and domiciled at 16 Kehoe Court, Nobleton, Ontario, Canada L0G 1N0;

hereinafter referred to individually as the **"TRUSTEE"** and together with any successor, replacement or additional trustee(s) named and appointed hereunder, collectively as the **"TRUSTEES"**.

WHICH PARTIES DECLARE AS FOLLOWS:

WHEREAS the Settlor is desirous of donating certain property more specifically set forth below and the Trustee is prepared to accept same, the whole in accordance with and subject to the terms and conditions hereinafter set forth in this **My Three Sons Trust** (the **"Trust"**);

AND WHEREAS the purpose of the Trust is to acquire, purchase, and hold real property, chattels, and any other assets forming part of the Trust Fund for the benefit, use, occupation, and enjoyment of the Beneficiaries (as defined in Section 1.1, below), subject to the trusts, terms and conditions as set out herein;

THEREFORE, THE SETTLOR AND THE TRUSTEE HAVE AGREED WITH EACH OTHER AS FOLLOWS:

1 DEFINITIONS

The following words and phrases, wherever used in this agreement, shall, unless there be something in the context inconsistent therewith, have the following meanings:

1.1 **"Beneficiaries"** shall mean:

1.1.1. **SONIA;**

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JULIA A. BROWN
TALLAHASSEE, FLORIDA

1.1.2. **THOMAS STANTE** ("THOMAS");

1.1.3. **SEAN STANTE** ("SEAN");

1.1.4. **JACOB STANTE** ("JACOB");

1.1.5. The issue of those individuals named in Sections 1.1.1 – 1.1.4, inclusive, whether born before or after the date of the settlement of the Trust;

1.1.6. Any of the following persons or entities selected by the Trustee(s) in the exercise of their discretion, in addition to, or in partial or total replacement of, the shares of one or more Beneficiaries referenced under Sections 1.1.1.–1.1.5., inclusive, including:

1.1.6.1. Any private corporation incorporated under the laws of Canada, or under the laws of any province of Canada, that is controlled by any one (1) or several Beneficiaries or by this Trust, whether or not the corporation was incorporated at the time of the creation of this trust; and

1.1.6.2. Any *inter vivos* or testamentary trust which may be created during the existence of the present Trust for the benefit of one or several of the Beneficiaries;

1.2 **"Deemed Income"** means all amounts which are treated as income or deemed to be income pursuant to the *Income Tax Act* (Canada) or the applicable provincial tax legislation, resulting from, without limitation, deemed dispositions or resulting in the deemed dividends;

1.3 **"Distribution Date"** means the first of the following dates:

1.3.1 The day on which the remaining Trust Property is distributed to the Beneficiaries in accordance with the provisions hereof;

1.3.2 One (1) month preceding the date that the Trust would otherwise be deemed to dispose of its capital property according to the applicable income tax laws, unless the Trustee(s) consider that the Trust will not be subject to the said deemed disposition notably because of the exercise of the power in Section 5 hereof related to the irrevocable allocation of the trust property to Beneficiaries prior to the Distribution Date and have decided in their discretion to extend the Distribution Date beyond such deemed disposition date by way of written notice. Such notice must set out the revised Distribution Date applicable to this paragraph and must be served prior to the deemed disposition date on all of the Beneficiaries alive or existing at the time of the signing of such notice;

1.3.3 One (1) month preceding the expiry of the applicable perpetuity period; and

1.3.4 Any day as determined by the Trustees in their discretion by way of written notice signed by a majority of the said Trustees and served on the Beneficiaries alive or existing at the

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time of the signing of such notice;

1.4 **"Education"** shall be interpreted broadly to include, but not be limited to, the following: precollege private school tuition, vocational school tuition, college or postgraduate school tuition, educational travel, room, board, books, school supplies and travel to and from any of said schools away from home. The Trustees should liberally construe and interpret references to "education" so that the Beneficiaries shall obtain the best possible education commensurate with their abilities and desires;

1.5 **"Immovable Property"** shall have the same meaning as **"real property"**, and shall include, without limitation, any real property which may be in this Trust;

1.6 **"Independent Trustee(s)"** shall mean any individual, bank or trust company appointed pursuant to the terms of this agreement, but in the case of an individual, it must be someone other than: (1) a Beneficiary (including a remainder person) of the My Three Sons Trust; (2) any person having a legal duty to support a Beneficiary of the My Three Sons Trust; and (3) any person who would be considered related or subordinate to a Beneficiary of the My Three Sons Trust or to a person having such legal duty of support. For purposes of this definition, persons who would be considered related or subordinate to a Beneficiary or to a person having a legal duty to support a Beneficiary include, the Beneficiary's spouse, mother, father, issue, brother or sister, an employee of the Beneficiary, a corporation or an employee of a corporation in which the stock holdings of the Beneficiary and the My Three Sons Trust are significant from the viewpoint of voting control, or a subordinate employee of a corporation in which the Beneficiary is an executive;

1.7 **"Moveable Property"** shall have the same meaning as **"personal property"** which shall include furniture, furnishings, equipment and other such chattels;

1.8 **"Trust Fund"** means the property donated by the Settlor to the Trustee pursuant to section 2.1 herein entitled "SETTLEMENT", together with all other sums, properties, securities and all other assets of any nature whatsoever which may hereinafter be acquired by loan or otherwise from the Settlor or from any other person or party whatsoever or given to the Trustee by the Settlor or by any other person or party whatsoever, including any accretions or additions to the said capital and any Trust Income (as defined below) which is accumulated and not distributed in accordance with the provisions hereof;

1.9 **"Trust Income"** means all earnings, dividends, interests, revenues and other fruits of any nature whatsoever which may derive or accrue from the Trust Fund; and

1.10 **"Trust Property"** means the Trust Fund and Trust Income.

2 SETTLEMENT

2.1 The Settlor does, by these presents, give and convey as an irrevocable donation, inter

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TALLAHASSEE, FLORIDA

vivos unto the Trustee, hereto present and accepting for the Beneficiaries, a TWENTY (\$20.00) bill (CDN), serial n°FYF0226792 which the Trustee hereby acknowledges having received.

3 TRUST PROPERTY

- 3.1 The Trustee hereby accepts and agrees to hold the Trust Property for the benefit and on behalf of the Beneficiaries.
- 3.2 At no time shall the Trustee accept property donated to the Trust by a Beneficiary.
- 3.3 At no time shall any part of the Trust Property be used or diverted for purposes other than those pursuant to the provisions hereof.

4 DISTRIBUTION BEFORE THE DISTRIBUTION DATE

In the event that **SONIA** is acting as Trustee, or in the event that **SONIA** is alive and has become incapacitated, resigned or otherwise ceased to act as Trustee and her replacement is acting as Trustee:

- 4.1 The Trust Property shall be held by the Trustee with full power of administration for the following purposes, namely:

4.1.1. the Trust Income shall be set aside and may be paid to the Beneficiaries or any one or more of them in such shares or amounts as the Trustee in his or her discretion may determine;

4.1.2. the Trustee shall have full power not to make any distribution of all or any part of the Trust Income to one or more of the Beneficiaries;

4.1.3. any Trust Income which has not been distributed to the Beneficiaries shall be accumulated and added to the Trust Fund to form part thereof and to be dealt with in accordance with the provisions of this agreement pertaining to the administration of the Trust Fund;

4.1.4. subject to Section 11.3 herein, the Trustee may distribute all or part of the Trust Fund to the Beneficiaries or any one or more of them in full and complete ownership, in such equal or unequal shares or amounts as the Trustee may determine, with full power to vary the amount to be paid to any of the Beneficiaries for any reason whatsoever; the Trustee may exercise this discretion entirely in favour of one or more Beneficiaries to the exclusion of others without liability to any person for any good faith exercise of the discretion granted herein; and

4.1.5. the amounts to be paid, the method of payment and the recipients thereof, with

respect to both the Trust Income and the Trust Fund, shall be determined by the Trustee in his or her discretion with full power to vary the amounts to be paid to any of the Beneficiaries or to cease making any payments to any Beneficiary.

In the event that **SONIA** has died and her replacement is acting as Trustee:

- 4.1.6 the Trust Income shall be set aside and may be paid in equal shares among the Beneficiaries then alive;
- 4.1.7 the Trustee shall have full power not to make any distribution of all or any part of the Trust Income to any one or more of the Beneficiaries;
- 4.1.8 any Trust Income which has not been distributed to the Beneficiaries shall be accumulated and added to the Trust Fund to form part thereof and to be dealt with in accordance with the provisions of this agreement pertaining to the administration of the Trust Fund; and
- 4.1.9 The Trustee may, in exercise of an absolute discretion, distribute part of the Trust Fund, in full and complete ownership, in equal shares to the Beneficiaries.

5 DISTRIBUTION AT DISTRIBUTION DATE

- 5.1 Upon the Distribution Date, this Trust shall be wound up and the Trust Property shall be distributed by setting aside and paying the Trust Property to the Beneficiaries or any one or more of them in full and complete ownership, in such equal or unequal shares as the Trustees in their sole discretion shall determine, provided that **SONIA** is acting as Trustee, or in the event that **SONIA** is alive and has become incapacitated, resigned or otherwise ceased to act as Trustee and his replacement is acting as Trustee. The Trustees may exercise this discretion entirely in favour of one or more Beneficiaries to the exclusion of others without liability to any person for any good faith exercise of the discretion granted herein.
- 5.2 Upon the Distribution Date, in the event that **SONIA** has died and her replacement is acting as Trustee, this Trust shall be wound up and the Trust Property shall be distributed to **THOMAS, SEAN, and JACOB**, in equal shares. In the event that any one or more of **THOMAS, SEAN, and JACOB** has predeceased the Distribution Date, then the Trust Property shall be distributed to his respective issue then living, in equal shares per stirpes. In the event that any one or more of **THOMAS, SEAN, and JACOB** has predeceased the Distribution Date without leaving issue alive, then his respective share shall be distributed to the survivors or survivor of **THOMAS, SEAN, and JACOB**, in equal shares per stirpes.
- 5.3 Should the Trust fail because there are no remaining Beneficiaries in existence, and furthermore there are no ascertainable Beneficiaries in whom equitable title to the Trust Property may vest subject to any applicable rule against perpetuities, then the Trust Property

shall be distributed by the Trustees among such registered charities as the Trustees may in their discretion select, and in such proportions and on such terms and conditions as the Trustees may in their discretion determine. The receipt of the treasurer or other proper officer of this organization shall be a proper discharge to the Trustees for the Trust Property distributed to such charity.

- 5.4 The Trustees may, in accordance with the principles set out in this section *mutatis mutandis*, irrevocably attribute and allocate the Trust Property to the Beneficiaries, in writing, and give notice to the Beneficiaries of the said allocation of the Trust Property, without distributing the Trust Property to the Beneficiaries.

6 DISTRIBUTION TO MINOR BENEFICIARY

- 6.1 If any person entitled under the provisions of this agreement to receive a share of Trust Property is under the age of twenty-one (21) years, the Trustee(s) may keep such share of income or capital invested until such Beneficiary attains the age of twenty-one (21) provided that the Trustee(s) may, in the exercise of their discretion, pay such share of Trust Property to a parent or to a person entitled to the custody of such person or to the guardian of the property of such person or to any other person standing in the legal place of a parent to such Beneficiary, whose receipt shall be a good acquittance to the Trustee(s), or the Trustee(s) may apply the same as they, in the exercise of their discretion, think fit to or for the benefit of such Beneficiary, or further they may pay any part of such Trust Property to such Beneficiary notwithstanding that he or she is under the age of twenty-one (21) if in their discretion they consider it advisable to do so.

7 FAMILY LAW ACT

- 7.1 It is directed that:

7.1.1 any succession, legacy, gift or inheritance, whether as to Trust Income or Trust Fund, to which any Beneficiary is or shall become entitled in accordance with the provisions of the Trust or any property substituted therefor ("**Substituted Property**");

7.1.2 any fruits, revenues or income at any time subsequently derived from such succession, legacy, gift, inheritance or Substituted Property;

7.1.3 any accretion in value to such succession, legacy, gift, inheritance or Substituted Property; and

7.1.4 any property into which property referred to in Paragraphs 7.1(7.1.1) through (7.1.3) above, can be traced;

7.1.5 shall be excluded from such Beneficiary's net family property as such term is defined in the *Family Law Act* (Ontario) and shall not fall into any community of property or

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partnership which may exist between any such Beneficiary and his or her consort under the laws of any other jurisdiction, inclusive of the United States, but shall remain the private property of such person, free from the control or interests of his or her consort. This is an express statement within the meaning of sub-section 4(2)2 of the *Family Law Act* (Ontario).

8 POWERS OF TRUSTEES

8.1 The Trustees shall have the following powers and authority which may be exercised by the Trustees in their discretion and which will be in addition to any other powers conferred upon them by law:

- 8.1.1 To sell, convey, exchange, lend, alienate, give any option or other right to buy, assign or otherwise dispose of any and all property, movable or immovable, held hereunder as part of the Trust Property, to such person or persons, including any Beneficiary or persons related thereto (except for the non-Beneficiary Trustee), either at public or private sale, for cash or upon credit, secured or unsecured, and at such time or times and in such manner and for such prices and other terms and conditions as the Trustees may deem desirable; and to make, execute and deliver good and sufficient deeds and conveyances thereof and therefore;
- 8.1.2 To acquire, hold, lend, manage and dispose of Trust Property for secured or unsecured personal purposes, at any terms and conditions the Trustees deem reasonable at their discretion, and for the undertaking all activities incidental thereto;
- 8.1.3 To retain and hold any securities or other property, either movable or immovable, in Canada, in the United States and in any other jurisdictions, which shall be received hereunder, whether or not such property be of the character authorized by any law, present or future, for the investment of any of the Trust Property;
- 8.1.4 To grant discharges and to release any property affected by hypothec, mortgage or any other security interest, in whole or in part, with or without receiving consideration therefore and to accept, by giving or taking in payment, immovable property secured by hypothec, mortgage or other security interest and to exchange property for other property of a like or different nature for such consideration as the Trustees may deem advisable;
- 8.1.5 Without becoming individually liable for payment thereof, to borrow money for such length of time and for such purposes as the Trustees in their discretion consider advisable and to grant such security interests, hypothecs, encumbrances or charges of any nature whatsoever upon any part of the Trust Property to guarantee or otherwise secure the reimbursement thereof or the payment of any interest or costs associated therewith; the said money may be borrowed from any person, corporation, partnership, trust or other entity notwithstanding that such lender may

be the Settlor, a Trustee, a Beneficiary or a related person thereto, at such rate of interest and under such other terms and conditions as the Trustees in their absolute discretion consider advisable;

- 8.1.6 To enforce, extend, modify or waive the term of any bonds, mortgages, hypothecs, security interests, or other obligations held hereunder; to foreclose any such mortgage, hypothec or security interest, or to compromise or settle claims thereunder; to take over or take title or to manage the property, or any part thereof, affected by such mortgage, hypothec or security interest, either temporarily or permanently and in partial or complete satisfaction of any claim thereunder; to protect such property against or to redeem it from forfeiture for non-payment of taxes, assessments or other liens; to insure, protect and repair such property; and generally to exercise with respect to such bond, mortgage, hypothec, security interest or other obligation, or such property, all rights and powers as may be exercised by a person owning similar property in his own right;
- 8.1.7 To exercise and execute any and all option, conversion, exchange, contractual or subscription rights or privileges to acquire shares or other securities and to exercise all voting rights in connection with shares and other securities held hereunder and to grant proxies, discretionary or otherwise, with respect thereto;
- 8.1.8 To employ and pay from the Trust Property the compensation of such notaries, attorneys, agents, custodians, experts, investment counsel, accountants, bookkeepers or others as may be deemed advisable;
- 8.1.9 To manage, lease, explore, develop and operate, either alone or with others, any immovable or leasehold property or interest held hereunder; to improve any such property with the funds of the trust of which it is a part; to place insurance upon any such property to such extent as may be considered sufficient; and in case of loss, to use the money received on policies of insurance and other funds, if it be deemed advisable, for repairing or rebuilding the property destroyed;
- 8.1.10 To participate in or consent to dissolutions, re-organizations, recapitalizations, consolidations, mergers, voting trusts, sales, leases, mortgages, hypothecs, security interests, contracts, purchases, transfers or other changes or actions with respect to shares or other securities or other property held hereunder, and in connection therewith, to deposit any shares or other securities or other evidence of ownership thereof with any protective organization or similar committee, or agent or depositary, and to delegate discretionary powers and to pay assessments, subscriptions and other charges of any nature whatsoever;
- 8.1.11 To settle, adjust, compromise, or refer to arbitration any claim which may be made upon or may be asserted by or on behalf of the Trust Property, or any part thereof, or the trusts, or any of them;

- 8.1.12 To determine and decide what sums of money, capital, interest, fruits, or revenues and other property are to be treated or allocated as the Trust Fund or Trust Income or partly as one and partly the other and in what proportions, and to deal therewith accordingly at their discretion and to vary and revise any of their decisions and allocations as aforesaid. Without restricting the generality of the foregoing, in distinguishing between Trust Income and the Trust Fund, to determine whether or not, and if at all, to what extent, premiums on securities, received or purchased at premium should be amortized; and to determine the allocation, as between the Trust Fund and Trust Income, of all liquidating dividends, all extraordinary cash dividends and all dividends or distributions paid in, or rights to subscribe for, stock or other securities of the corporation declaring or authorizing the same of or any other corporation and the proceeds of the sale of any such rights or securities as may be received;
- 8.1.13 In making any division or distribution of any part of the Trust Property, or any trust, to make such division or distribution in kind or in money, partly in kind and partly in money, and to that end, to allot specific stocks, bonds, or other securities or property, movable and immovable, or undivided interest therein to the respective portions or parts thereof;
- 8.1.14 To allocate any and all expenses, costs, fees and charges as between the Trust Fund and Trust Income as may be deemed advisable;
- 8.1.15 To cause any securities or other property to be registered and held in the name of the Trustee or in the name of a nominee;
- 8.1.16 To incorporate or create such companies, corporations, partnerships, limited partnerships, trusts, or other entities as shall be deemed advisable and to transfer upon such terms and conditions and for such consideration, including stocks, securities or units of any such entities, to any such entities such property as shall be deemed advisable;
- 8.1.17 To enter into and conduct, and delegate the management of any trade or business under any form or organization, including without limitation and whether alone or with others, a sole proprietorship, general or limited partnership, joint venture, corporation or trust;
- 8.1.18 To determine and alter the *situs* of any and all assets comprising the Trust Property;
- 8.1.19 To determine the nature, *situs* and composition of the assets of which the respective portions or any part or parts thereof, required to be delivered to any Beneficiary under this agreement, shall be composed;

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DISTRICT OF COLUMBIA

- 8.1.20 To hold, retain, sell, exchange, transact and/or otherwise dispose of any and all of the Trust Property, movable and immovable, to receive any consideration or price therefore and to grant discharges therefore;
- 8.1.21 To make any and all elections permitted to be made under the provisions of the *Income Tax Act* (Canada), applicable provincial tax legislations, or any other legislation now or hereinafter in force, adopted by any legal authority in Canada or elsewhere, including, but without limiting the generality of the foregoing, the preferred beneficiary election pursuant to subsection 104(14) of the *Income Tax Act* (Canada) (as the same may be amended);
- 8.1.22 To delegate the performance of any of the respective powers of the Trustees hereunder to such person or company as the Trustees may respectively designate in writing by any technological means;
- 8.1.23 To sever any trust into two or more separate trusts having identical terms and beneficiaries as the original trust hereunder, and to combine two or more trusts having identical terms and beneficiaries (whether or not the trusts resulted from division of a prior trust) whether before or after funding, without approval of any court, for any administrative, tax or other purpose determined by the Trustees to be in the best interests of any beneficiary (including any remainderman) hereunder and in so granting this power, the Trustee(s) are requested, but not required, to consider severing any trust in which the beneficiaries include a U.S. citizen or U.S. tax resident (as determined under U.S. tax principles) so that the severed trust may qualify to be a "U.S. trust" as defined by Section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended; and
- 8.1.24 To hold two or more of the trusts hereunder as a common fund, dividing the income proportionately among them, assign undivided interests to the several trusts and make joint investments of the funds belonging to them, for the convenience of administration or investment.
- 8.2 The Trustees may, at their discretion, transfer a part or all of the share of the Trust Fund or Trust Income of any one or more of the Beneficiaries, directly or indirectly, to one or more trusts, which may be settled for the benefit of one or more of the same Beneficiaries in partial or total satisfaction of their interests in the Trust Income or the Trust Fund in the present trust. The said trust(s) may be created pursuant to the laws of any country or other legal jurisdiction and may be located and managed or be resident of any country or other legal jurisdiction of the world.
- 8.2.1 Furthermore, during the course of such a partial or total transfer of the assets of the trust, the Trustee(s) may require any one or more of the Beneficiaries to transfer part or all of their interests in the Trust Income or

Trust Fund in the present trust to one or more trusts, corporations, partnerships or any other legal entity created pursuant to the laws of any country or other legal jurisdiction in the world.

8.2.2 Furthermore, by his or her acceptance of an interest in the Trust Income or Trust Fund in the present trust, each Beneficiary hereby consents in advance to such a transfer of his or her interest upon receipt of a written notice from the Trustee(s) and such Beneficiary shall do any act or sign any document necessary or useful for the purposes of such transfer which may be required by the Trustee(s).

8.3 The Independent Trustees may, by writing, amend the provisions of this agreement as they, in their discretion, deem necessary or desirable and in the best interests of any one, some or all Beneficiaries without consulting any Beneficiary and without the intervention, consent, or acquiescence of any participation of any Beneficiary.

8.4 Notwithstanding the foregoing paragraph, no amendment shall be made to the purpose of this trust or trust affectation, nor may any amendment be made which would permit any person to receive any distribution of income or capital from the Trust other than the persons contemplated as Beneficiaries in accordance with the original terms of this agreement.

8.5 The original of all declarations and amendments shall be attached to the original of this agreement. Any person dealing with the Trustee(s) may rely upon a copy of the original this agreement and of the attached instruments certified by the Trustee(s).

9 ADMINISTRATIVE PROVISIONS

9.1 **Majority of Trustees to Govern.** In the event more than two (2) trustees of this, the **My Three Sons Trust**, are in office at any time, all decisions, unless otherwise stipulated hereon to be unanimous, shall be taken by majority of vote, provided that any Trustee that is a non-resident of Canada shall be excluded for purposes of determining a majority.

9.2 **Banking Arrangements and Investment Decisions.** Notwithstanding the other provisions of this agreement, the following provisions shall govern the banking arrangements of the Trust:

9.2.1 the Trustees may appoint one or more banks or trust companies to be bankers for the purposes of the Trust;

9.2.2 any two (2) of the Trustees are authorized on behalf of the Trust to do the following, provided that if **SONIA** is acting as a Trustee, she is authorized on behalf of the Trust to do the following by himself:

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9.2.2.1 to sign, endorse, make, draw, and/or accept any cheques, promissory notes, bills of exchange or other negotiable instruments, any orders for the payment of money, contracts for letters of credit or forward exchange and generally all instruments or documents for the purpose of binding or obligating the Trustees in any way in connection with the accounts and transactions of the trust with the banker, whether or not an overdraft is thereby created, and instruments and documents so signed shall be binding upon the Trustees. For greater certainty, this shall not include instruments that create or purport to create a registered or unregistered security interest in any of the assets of the Trust Fund or that purport to sell, transfer, assign, or convey any legal or equitable interest in or to any of the assets of the Trust Fund or part thereof; and

9.2.2.2 to receive from the banker and where applicable give receipts for, all statements of account, cheques and other debit vouchers, unpaid and unaccepted bills of exchange and other negotiable instruments and to delegate in writing to be filed with the banker such authority to one or more other persons; and

9.2.3 any one of the Trustees is authorized on behalf of the Trustees to negotiate with, deposit with or transfer to the said banker, (but for the credit of the trust's accounts only) all or any cheques, promissory notes, bills of exchange or other negotiable instruments, and orders for the payment of money and for the said purpose to draw, make, sign, endorse all or any of the foregoing, and every such signature shall be binding upon the Trustees.

9.2.4 The Trustees may delegate to any one or more Trustees entire authority to make decisions regarding the investment and reinvestment of the assets of the trust. In addition, these Trustees (or the Trustee or Trustees to whom this authority is delegated as provided above) may in the same manner delegate to agents (including independent investment advisors, investment counsellor managers, banks or trust companies, mutual funds and regulated investment companies) the authority to make such decisions or take such actions. In delegating investment discretion, the Trustees shall not be obliged to comply with the provisions of any applicable laws treating of sound investment, prudent investor or any other investment standards, notwithstanding any applicable laws. Any delegation shall be revocable by any Trustee upon written notice to all the Trustees and, if applicable, to any agent. To the extent applicable law allows, no Trustee shall be liable for any claim or loss resulting from investments made or held during a period during which, pursuant to this article, such Trustee had delegated his/her or its investment duties.

9.3 The Trustees shall not be obliged to provide any security or bond.

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CLERK OF DISTRICT COURT
FALLS CHURCH, VIRGINIA

10 APPOINTMENT, REPLACEMENT AND RESIGNATION OF TRUSTEES

- 10.1 The Trustee may designate an additional qualified person or persons (other than the Settlor or any other person who has transferred property into the **My Three Sons Trust**) to act as an Independent Trustee of the **My Three Sons Trust**, by way of a duly acknowledged instrument filed with the Trust records. If there are multiple Trustees acting at the time a designation hereunder is being made, such designation shall be made by a unanimous consent of all Trustees. Such additional Independent Trustee's power and authority may be limited under such designation, revocably or irrevocably, except as otherwise provided hereunder.
- 10.2 If **SONIA** as Trustee, dies, becomes incapacitated, resigns or otherwise ceases to act as Trustee hereunder, **THOMAS, SEAN, and JACOB**, acting together, shall be appointed as replacement Trustee, provided that they have reached the age of thirty (30) (the "Required Age"), subject to the provisions and limitations of Section 11 of this agreement. In the event that one or more of **THOMAS, SEAN, and JACOB** has not reached the Required Age, then the first one of **THOMAS, SEAN, and JACOB** who has reached the Required Age shall be appointed as replacement Trustee, subject to the provisions and limitations of Section 11 of this Agreement. When any one of more of **THOMAS, SEAN, and JACOB** reaches the Required Age, he shall be appointed as a co-Trustee to act jointly with his siblings, subject to the provisions and limitations of Section 11 of this agreement.
- 10.3 In the event that all of **THOMAS, SEAN, and JACOB** have not reached the Required Age at the time that they are appointed as successor Trustee, then **SUSAN EMANOILIDIS ("SUSAN")** shall act as the Trustee, until such date that one of **THOMAS, SEAN, or JACOB** has reached the Required Age, at which time **SUSAN** shall be deemed to have resigned.. In default thereof, the Trustees having accepted the charge, or remaining in office, as the case may be, shall designate a replacement Independent Trustee by written instrument.
- 10.4 Each Independent Trustee appointed herein shall serve for a term of one (1) year (the "**Term**"). At the expiry of the Term, said Independent Trustee shall be deemed to have been reappointed by the Beneficiaries for another Term, unless written notice of dismissal is delivered to the Independent Trustee by the majority of the Beneficiaries prior to the expiry of the Term.
- 10.5 A Trustee may resign without assigning any reason thereof or without obtaining any judicial authorization, such resignation to be evidenced by written notice and a copy of same be served on the Beneficiaries and other Trustees at their last known address.
- 10.6 However, should it be impossible to replace the Trustee in the manner hereinabove mentioned, the court may, at the request of an interested party, name the necessary

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replacements.

11 SPECIAL TAX AND ADMINISTRATIVE PROVISIONS

Notwithstanding any provision provided herein, the Trustees of any trust settled pursuant to this instrument shall administer the principal and income, if any, with the discretion and special limitations provided as follows:

11.1 The exercise by any Trustees of the discretionary powers herein granted with respect to any Trust Property given hereunder or the payment, application or accumulation of income or the payment or application of principal of any trust created hereunder shall be final and conclusive upon all persons interested hereunder and shall not be subject to any review whatsoever.

11.2 Trustees shall have the greatest possible latitude in exercising such discretionary powers, and the person or persons entitled to receive the principal of any trust created hereunder shall upon the termination of such trust be entitled only to such principal as may remain after the last exercise of such continuing discretionary powers.

11.3 Notwithstanding any provisions to the contrary, under no circumstances shall the Trustee:

11.3.1 Participate in the exercise of any discretion to determine the propriety or amount of payments of Trust Income or the Trust Fund to himself or herself, unless:

- i. the amount of said payment is limited by an ascertainable standard relating to the health, Education, maintenance and support of such person, in accordance with U.S. Internal Revenue Code section 2041(b)(1)(A) and 2514(c)(1); or
- ii. there is more than one person acting as Trustee, and at least one such person has a substantial interest in the trust property from which payment is contemplated, which interest is adverse to such payment in accordance with U.S. Internal Revenue Code sections 2041(b)(1)(C)(ii) and 2514 (c)(3)(B),

in which event such person may participate in the exercise of such limited discretion;

11.3.2 Possess any of the incidents of ownership or participate in any determination with respect to any policy of insurance on his or her life or the proceeds thereof, and the Independent Trustee alone shall exercise that discretion and possess those incidents of ownership;

11.3.3 Authorize or make other payment for the benefit of any person or exercise any power, whether granted under this Trust or applicable law, if under the then-applicable tax law, such Trustee's sole possession and/or exercise (as though the only Trustee) of such

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power would cause all or part of such trust to be attributed to any person for purposes of income or transfer taxes before such person receives the actual distribution or benefit of such Trust Property, and Independent Trustee could alone possess and exercise such power without such adverse tax consequences; or

11.3.4 Authorize or make any payment for the benefit of any person if such payment or application both will discharge the legal obligation of another person and, on account of such discharge, cause there to be imposed any transfer tax.

11.3.5 Any provisions to the contrary notwithstanding, no distribution of Trust Income or Trust Fund made from the present Trust hereunder shall in any way relieve a parent of any obligation he or she may have to support and maintain the Beneficiary of such Trust, and any such distribution shall be in addition to, rather than in substitution for, such obligation.

11.3.6 If the limitations contained in this Section would prevent the exercise of one or more of the powers or authorities granted to a Trustee named or selected herein, then those powers and authorities shall be exercised by the Independent Trustee who can exercise those powers and authorities without violating this Section. Such Independent Trustee shall act jointly with such named Trustee whenever their joint exercise of a power or authority will not violate the restrictions imposed by this Section, and such Independent Trustee shall act alone whenever such separate action is required to exercise a power or authority without violating the restrictions imposed by this Section.

12 SPENDTHRIFT PROVISION

12.1 No beneficial interest in any trust created hereunder, whether in income or in principal, shall be subject to anticipation, assignment, pledge, sale or transfer in any manner, and no beneficiary of any such trust or other person interested therein shall have the power to anticipate, encumber or charge his or her interest therein. The interest of a beneficiary in principal or income from any trust established hereunder shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily assigned or encumbered. This provision shall not limit the exercise of any power of appointment. No trust estate created hereunder shall be liable for or subject to the debts, contracts, obligations, liabilities or torts of any beneficiary of any such trust or other person interested therein; provided, however, that nothing contained herein shall be construed as preventing any beneficiary from making a qualified disclaimer within the meaning of Section 2518 of the U.S. Internal Revenue Code with respect to interests herein.

13 LIABILITY AND INDEMNITY OF TRUSTEES

13.1 No Trustee shall be liable for any loss or damage which may happen to the Trust

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Property or any part thereof (including without limitation any company or other entity whose shares or ownership interests are comprised in the Trust Property) from any cause whatsoever unless such loss or damage shall be caused by her or his own actual fraud or gross negligence. A Trustee shall not be liable, answerable or accountable for any loss or damage resulting from the exercise of a discretion or a refusal to exercise a discretion. A Trustee shall be liable, answerable and accountable for her or his own dishonesty or gross negligence. A Trustee is liable, answerable and accountable for money and securities for money actually received by her or him even though she or he has signed a receipt or other instrument for the sake of conformity. A Trustee is not liable, answerable or accountable for the acts, receipts, neglects or defaults of any other Trustee or any other person, firm or corporation having custody of any part of the Trust Property and is not liable, answerable or accountable for any loss of money or security for money unless the same happens through her or his own dishonesty or gross negligence. Honesty and good faith shall be presumed in favour of each Trustee unless such presumption is rebutted. Every Trustee shall be entitled in the purported exercise of her or his duties and discretions hereunder (including without limitation the management or administration of any company or other entity whose shares or ownership interests are comprised in the Trust Property) to be indemnified out of the Trust Property against all expenses and liabilities notwithstanding that such exercise constituted a breach of such Trustee's duties unless brought about by her or his own actual fraud or gross negligence. The indemnity thereby granted shall be in addition to any and all rights to indemnity by law implied.

13.2 The Trustees may consult with legal counsel who may also be legal counsel to the Settlor, and they shall be fully protected in acting upon the advice of such legal counsel.

13.3 **Conflicts.** In the event of a conflict arising between any Beneficiaries hereunder relating to their respective rights hereunder, the Trustees shall be exonerated of all liability by keeping custody of the Trust Property then in their respective possession, together with any other rights, monies or things which the Trustees might have in their respective possession by virtue of the mandate hereunder until the parties so contesting have agreed in writing to a method of settling their differences or until a final and definitive judgment not subject to appeal has been rendered by a court.

13.4 **Indemnity of Trustee(s).** The **My Three Sons Trust** hereby created shall, and the Trustee(s) are hereby authorized and empowered, in the name of the **My Three Sons Trust** hereby created and as an expense and charge against the Trust Property, to, indemnify, save and hold the Trustee(s) harmless from and against any and all claims, suits, actions or demands of any nature whatsoever and all costs and expenses (including reasonable fees of attorneys and other experts in respect thereof) arising out of or relating to the administration or lack of administration of the Trust Property, the exercise or lack of exercise of any of the powers hereby granted, or

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otherwise in connection with his mandate hereunder.

- 13.5 The Trustee(s) shall be authorized, but not required, to obtain and maintain professional liability insurance in order to protect and cover the Trustee(s) against any errors or omissions for which professional liability insurance may be obtained. All premiums and other expenses of such insurance shall be paid and deducted from the Trust Property in such manner as the Trustee(s) deem, in their sole unfettered discretions, advisable.

14 WITHHOLDING

- 14.1 In effecting any distribution of any amount to the Beneficiaries hereunder, the Trustees shall withhold and appropriately remit such amounts as are respectively required under the *Income Tax Act* (Canada), any applicable provincial Income Tax Acts and the Internal Revenue Code.

15 INTERPRETATION

- 15.1 Unless there is something in the context inconsistent therewith, words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and words importing persons shall include firms, associations and corporations and vice versa.

- 15.2 The headings in this agreement are for convenience only and shall not be construed as part of, or as affecting the interpretations of, this agreement.

16 COMPENSATION

- 16.1 All the Trustees shall be entitled to be reimbursed for all expenses incurred in the execution of their office as Trustees within sixty (60) days of incurring such expense. Notwithstanding the foregoing, any Trustee who is a Beneficiary shall not be entitled to receive compensation for his or her care, pains, trouble and responsibilities in and about the affairs of the Trust Property.

17 IRREVOCABILITY OF THE TRUST

- 17.1 This present trust is irrevocable. Settlor shall have no right or authority to alter this trust in any respect. Additionally, under no circumstances shall the Settlor have any rights, obligations, responsibilities or liability with respect to the Trust or any assets held by the Trust.

18 NO RIGHT OF REVERSION

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18.1 Notwithstanding anything in this Trust to the contrary, none of the provisions in this Trust shall be interpreted or operate so as to give rise to the attribution of income for tax purposes to the Settlor or any person who settled property on the Trust Fund or otherwise directly or indirectly transferred property to the Trust. In particular, and without limiting the generality of the foregoing, the Trustees shall not exercise any power granted to them in this Trust if such exercise may be construed as causing any property of the Trust Fund or property substituted therefor to revert to the person from whom it was directly or indirectly received, for the purposes of subsection 75(2) of the Income Tax Act.

19 JURISDICTION

19.1 The trust herein created is established under the laws of the Province of Ontario and the rights of all parties and the consideration and effect of each and every provision hereof shall be governed and interpreted according to the laws of the Province of Ontario.

19.2 The Trustees may elect at their sole discretion to determine that the Trust be governed and interpreted by other than the governing laws of the Province of Ontario by written notice to the Beneficiaries and present agreement shall be adapted accordingly.

20 SEVERABILITY

20.1 If any provision of this agreement shall be invalid or unenforceable, in whole or in part, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, and this agreement shall be construed, interpreted and enforced to the maximum extent permitted by law as if such provision had been initially incorporated herein as so modified or restricted or as if such provision had not been initially incorporated herein as the case may be, and any such modification or restriction shall not affect the validity of any provision hereof.

21 NOTICES

21.1 For all purposes hereof, notices shall be delivered to the Trustees at the following address:

My Three Sons Trust
c/o: **SONIA MARINO-STANTE**, Trustee
15 Kehoe Court, Nobleton, ON, Canada L0G 1N0

21.2 The Trustee(s) may elect at their discretion the address of the Trust by written

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notice to the Beneficiaries.

22 EXECUTION IN COUNTERPARTS

22.1 This agreement may be executed on one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

WHEREOF signed, sealed and witnessed on the 22 day of March, 2018 in the City of Vancouver, Province of Ontario.

[Signature]
WITNESS AS TO ALL SIGNATURES
Print Name: Valerie Calhoun

[Signature]
JOHN ANTHONY STANTE, SETTLOR

[Signature]
WITNESS AS TO ALL SIGNATURES
Print Name: Alexandra DeFazio

[Signature]
SONIA MARINO-STANTE, TRUSTEE

PROVINCE OF ONTARIO
CITY OF Vancouver

I HEREBY CERTIFY that on the above date, before me, an officer duly authorized in the Province aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by **JOHN ANTHONY STANTE** and **SONIA MARINO-STANTE**, who are personally known to me or who have produced their driver's license as identification.

WITNESS my hand and official seal in the City and Province last aforesaid on the aforesaid date.

[Signature]
Name:
Title: Notary Public
My commission is for life.
(SEAL)