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(Requestor's Name)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

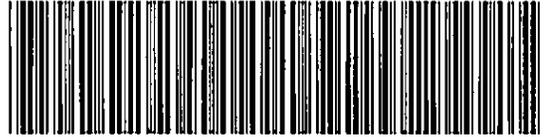
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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2018 NOV 18 PM 1:01
REGISTRY OF STATE
CORPORATION SERVICES, FL

FILED

N. CULLIGAN

NOV 26 2018

TRANSMITTAL LETTER

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

SUBJECT: CLEAN ENERGY IRREVOCABLE BUSINESS 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: DAVID GRUBER MANAGER, TRUSTY TRUSTEE LLC

Name (Printed or typed)

912 14TH ST N

Address

JAX BCH, FL 32250

City, State & Zip

1-904-859-0939

Daytime Telephone number



FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 7, 2019

DAVID GRUBER
912 14TH ST N
JACKSONVILLE BEACH, FL 32250

SUBJECT: CLEAN ENERGY
Ref. Number: W19000098589

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

The name must be consistent. A copy of the Trust must be attached to Affidavit. Two or more persons must be name in the Trust.

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

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

Neysa Culligan
Regulatory Specialist II

Letter Number: 519A00023102

RECEIVED
2019 NOV 18 AM 10:52
STATE DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

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

FILED

CLEAN ENERGY

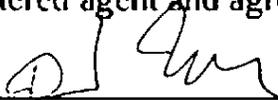
2019 NOV 18 PM 1:01
SECRETARY OF STATE
TALLAHASSEE, FL

A IRREVOCABLE BUSINESS 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 CLEAN ENERGY, a

FLORIDA (Name of Trust)
Trust hereby affirms in order to file or qualify
FLORIDA (State)
CLEAN ENERGY (Name of Trust), in the State of Florida.

1. Two or more persons are named in the Trust.
2. The principal address is 912 14TH ST N, Jacksonville Beach, FL 32250
3. The registered agent and street address in the State of Florida is:
TRUSTY TRUSTEE LLC, 912 14TH ST N, Jacksonville Beach, FL 32250
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.



David Gruber, Manager of Trusty Trustee LLC

(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.
6. This trust is to conduct any and all lawful business.

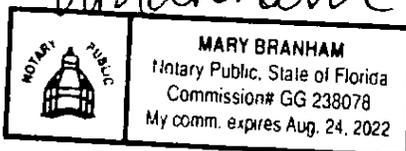


Name: David Gruber, Manager of Trusty Trustee LLC
Chairman of the Board of Trustees

NOTARY

11/13/19

Mary Branham



AFFIDAVIT OF BUSINESS TRUST

STATE OF Florida
COUNTY OF Duval

BEFORE ME, the undersigned authority, on this day personally appeared David Gruber, who being First duly sworn, deposes and says that:

1. The following Trust is the subject of this Affidavit:

Clean Energy, a Trust; DATED: 6TH day of October 2019

2. The names of the currently acting Trustee(s) are: Trusty Trustee LLC, AS TRUSTEE Who's manager is: David Gruber

3. The Trust mailing address is: 912 14th St. N., Jacksonville Beach, 32250

4. The Trust is currently in full force and effect.

5. Two or more persons are named in the trust.

6. The Trustee(s) powers, duties and responsibilities are as per the Declaration of Trust and Trust Agreement dated the 5TH day of OCTOBER 2019, and the subsequent public records title filing (if any) which shows the Trustee(s) name(s).

7. The signatories hereof are currently the acting Trustee(s) of the Trust named herein.

8. The signatories hereof have the proper authority under the Trust provisions to take the following action(s), to wit:

The full power and authority to manage, control and protect the trust property in such manner as the Trustee may deem advisable, and shall have, enjoy and exercise all powers and rights over and concerning property and the proceeds thereof as fully and amply as though the Trustee were the absolute and unqualified owner of same, including, but not limited to, the power to purchase, grant, exchange, lease, sell and convey personal property and real estate; the power to borrow money and to obligate the trust estate by note and UCC-1 financing statement, pledge or otherwise; the power to singularly or jointly open, close or transfer any type of bank, credit union or savings account, sign checks, drafts, withdrawal slips or other documents, the power to invest in commodities of every nature, corporate obligations of every kind, invest in tax deeds, purchase judgments and liens of any nature or kind, to open, operate and maintain a securities brokerage account wherein any securities including stocks, preferred or common, options, calls and puts, both covered and uncovered, commodities and similar investments, may be bought, sold and/or traded on margin or other leveraged accounts, and to hypothecate, borrow upon, purchase, trade and/or sell either for cash or on margin, except to the extent that such management would cause ineligibility of any irrevocable trust in the estate of a Trustee; to purchase, sell or trade precious metals such as gold or silver, give instructions for the receipt or delivery of securities or other property, give instructions for the payment or the receipt of money and, singularly or with others, have access to any safe deposit box or other place containing property of this trust; the power to contract to renovate, to repair, to sell, to grant options to purchase, to sell on any terms, to take back, conduct personal property and real estate foreclosure and release notes, to convey either with or without consideration, to carry back financing, to donate, dedicate, or any part thereof, from time to time to contract to lease, or if required, hire management for said personal property and real estate, or any part thereof, in possession or reversion, by leases to commence in praesenti or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present and future rentals; to exchange said property, or any part thereof, for other real or personal property; to release, convey or assign any right, title, use or interest in or to said personal property and real estate or any part thereof; and to deal with said property and every part thereof in all other ways and for other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified; at any time or times hereafter, including filing lawsuits and hiring counsel.

9. In no case shall any party dealing with said Trustee or any successor Trustee in relation to said personal property and real estate or to whom said personal property and real estate or any part thereof shall be conveyed, contracted to be sold, leased or pledged as collateral by said Trustee, shall be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said personal property and real estate, or be obliged to see that the terms of this Trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee or be obliged or privileged to inquire into any of the terms of this Trust Agreement and every title, bill of sale, note, lease, management agreement, or other instrument executed by said Trustee in relation to said personal property and real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease, note or other instrument, (a) that at the time of the delivery thereof, the trust created by said Trust Agreement is in full force and effect; (b) that such conveyance or other

instrument has been executed in accordance with the trust, conditions and limitations contained in said Trust Agreement and all amendments thereof, if any, and binding upon all beneficiaries under said Trust Agreement; (c) that said Trustee is duly authorized and empowered to execute and deliver every such title, bill of sale, lease, management agreement, note or other instrument; and (d) if a conveyance is made to a successor or successors in trust; that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust, and (e) Trustee is prohibited under the terms of the aforesaid Trust Agreement to reveal the terms and conditions of said Trust Agreement or the records of the Trust without express written authorization from the holders) of the power of direction of the Trust.

10. **Any contract, obligation or indebtedness** incurred or entered into by the Trustee in connection with said personal property and real estate may be entered into by the Trustee in the name of the beneficiaries under said Trust Agreement, as their attorney-in-fact, hereby irrevocably appointed for such purpose, or, at the election of the Trustee, in its own name, as Trustee of an express trust, and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property shall be applicable to the payment and discharge thereof, and all persons and corporations whomsoever shall be charged with notice of this condition from the date of the filing for record of this affidavit. Any litigation arising in connection with the Trust document shall be adjudicated under the laws of the State of Florida. In the event any portion of the said Trust Agreement shall be found to be not supportable under Florida Statutes, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception. In like manner, any obligations of either party which may become law shall be binding on both parties as if included herein.
11. **The interest** of each and every beneficiary under the Declaration of Trust and LAND Trust Agreement hereinbefore referred to and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said personal property and real estate, and no beneficiary has any title or interest, legal or equitable, in or to said personal property and real estate as such but only an interest in the earnings, avails and proceeds thereof as aforesaid.
12. **The following individual(s) are duly appointed as the Successor Trustee(s) with the same powers as stated herein:** to be appointed by the secretary in the future.
13. **The signatories hereof declare that the foregoing statements are true and correct, under penalty of perjury.**

FURTHER AFFIANT(S) SAYETH NOT.

Signed, sealed and delivered in the presence of:

(Seal) [Signature]

UNOFFICIAL WITNESS

[Signature]

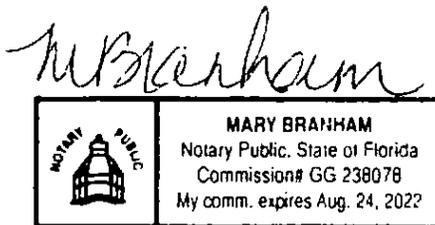
(Seal) David Gruber, Manager of Trusty Trustee LLC

AFFIANT: Trusty Trustee LLC, Trustee

Sworn to and described before me this 13 day of November, 2019

NOTARY PUBLIC

(Seal)



Confidentiality Agreement

Non-Disclosure of Trust Information by Trustee

This is an Agreement of Confidentiality Non-Disclosure of Trust Information Trustee ("Agreement") of the CLEAN ENERGY UTD 11/5/2019 ("Trust"). Regardless of the source, the current Trustee agrees not to disclose proprietary and confidential information of Trust, including any of the workings of the Trust, nor give an accounting or list of any Trust assets, nor the name of the Beneficiary, nor their interest in the Trust, nor give a copy of Trust agreement to anyone. Except as otherwise provided in this Agreement, the current Trustee is required to keep Trust Information confidential at all times!

All Trust related written and oral information and material disclosed or provided to current Trustee are deemed confidential regardless of form or whether such disclosure or provision occurred prior to or subsequent to the date of this Agreement. Tangible forms of Trust information shall not be copied, in whole or in part, without the prior written consent of the Beneficiary, Trustee or Trust Director.

In the event that the current Trustee is required in a civil, criminal or regulatory proceeding to disclose any Trust information, the Trustee, past or present is required to show this Agreement to the court, then give to the Beneficiary of the Trust prompt written notice of such request so the Beneficiary may seek an appropriate remedy, a protective order or alternative to waive the Trustee's compliance with the provisions of this Agreement in regards to the request. In the absence of a protective order or other remedy or the receipt of a waiver the Trustee understands and agrees that monetary damages will not be sufficient to avoid or compensate for the unauthorized use or disclosure of the Trust Information and that injunctive relief would be appropriate to prevent any actual or threatened use of disclosure of such Trust Information.

The Trustee agrees and acknowledges that the breach of any term or provision of this Agreement shall materially and irreparably harm the Beneficiary of the Trust and agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by material breach of this Agreement. Therefore, Trustee agrees that, in the event of a breach of this Agreement, the Trustee shall pay to the Beneficiary, as liquidated damages, twenty thousand dollars (\$20,000) for each breach. The Parties further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by the Beneficiary of due to any such breach. The Parties also agree that nothing in this section is intended to limit the Beneficiary's or the Trustee's right to obtain injunctive and other relief as may be appropriate.

It is hereby agreed and understood by the Parties to this Agreement that the Trustee must require a surety bond, of all outside parties (be they individuals, entities, or governmental agencies or judicial officers or employs or any other party.) These outside parties must secure, at their own, expense, a surety bond by a licensed, registered, and regulated bonding company doing business in the United States. The requirement of this bond is to protect all the real, personal, or royalty assets and the integrity and the identity of the Trust, as well as the Grantor, the Trustee, any Trustee, the Director, any subsequent Director the Trust Certified Public Accountant, the Beneficiary, and any and all parties to the Trust implied or expressed now or at some time in the future. This being clearly stated, the said surety shall be as follows:

The amount of the surety bond shall be no less than Ten Million Dollars (\$10,000,000.00 US). The Trustee reserves the right to demand surety in gold coin or bullion equal to the Ten Million Dollars US. The Trustee shall take delivery of said gold and said gold shall be warehoused in a location to be prescribed by the Trustee.

The obligations to ensure and protect the confidentiality of Trust Information imposed on the Trustee in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for a period of five (5) years from the date of such expiration or termination. It should be understood that the Trustee does not possess a copy of or have access to the Trust agreement.

The Trustee is not now or ever allowed to waive this requirement for surety bond, at any time or for any entity, or individual, or corporate, governmental, judicial, or international body whatsoever. This surety bond receipt will be made payable to the Trustee of this Trust, for the sole benefit and distribution of the Trust and all its parties under this Agreement. Should any inquiring party, who has caused this surety to be created and pledged, caused directly or indirectly, the Trustee or any other parties to the Trust, to suffer any damage or expense in any manner, whatsoever, then the damaged parties shall receive compensation from the surety placed with the Trustee of the Trust.

This Agreement shall be interpreted and enforced according to the substantive laws of the State of _____ without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state and/or Federal courts in DUVAL County, FLORIDA for any action or proceeding regarding this agreement.

Time shall be of the essence with regard to this Agreement. This Agreement shall inure to and be binding upon the respective heirs, representatives, successors and assignees of the parties hereto. Whenever the context permits, singular shall include plural and one gender shall include all. All notices must be in writing and may be made by mail, personal delivery or electronic (including 'pdf') media. A legible facsimile or electronic (including 'pdf') copy of this Agreement and any signatures hereon shall be considered for all purposes as an original. Failure of Beneficiary to insist on compliance with, or strict performance of any provision of this Agreement, or to take advantage of any right under this Agreement, shall not constitute a waiver of other provisions or rights.

ACKNOWLEDGMENT OF CONFIDENTIALITY

I David Gruber, Manager of Trusty Trustee LLC, the current Trustee of CLEAN ENERGY UTD 11/5/2019 , hereby acknowledge and agree that I have read this Agreement, and do hereby willingly enter into this Agreement. I understand the terms of this Agreement; that I acknowledge and agree to keep confidential any and all information, whether written or verbal, provided to me under this Agreement; and further, that I will promptly return any and all information I have received when directed by the Beneficiary, Trustee or Director of the Trust.

Signed, sealed and delivered in our presents on 11/12/2019 .

Witness:
[Signature]
Witness #1
Witness:
[Signature]
Witness #2

Trustee: Trusty Trustee LLC
[Signature]
Name: David Gruber, Manager of Trusty Trustee LLC

State of Florida
County of Duval

ACKNOWLEDGMENT

The foregoing **Non-Disclosure of Trust Information by Trustee** was acknowledged before me, an officer duly authorized to take acknowledgments, on this 13 November 2019 David Joseph Gruber who is either personally known to me, or who has produced their **Driver License** as identification to be the **Trustee** in the foregoing instrument and acknowledged before me that they executed the same in their authorized capacity.

[Signature]
Notary Public

