

TV

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## **TRANSMITTAL LETTER**

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

**SUBJECT:** FOR FILING BUSINESS TRUST: "Dr. Lynn Family Practice Trust"

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

**FEES:**

<b>Declaration of Trust</b>	<b>\$350.00</b>
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**OPTIONAL:**

<b>Certified Copy</b>	<b>\$ 8.75</b>
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**FROM:** Trace Coats or Rebecca Auer (Registered Agent)

**Name (Printed or typed)**

3512 Wildberry Way

**Address**

Valrico, Florida 33594

**City, State & Zip**

(440) 836-2150 or (412) 979-7369

**Daytime Telephone number**

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

Dr. Lynn Family Practice Trust

**A** FLORIDA 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 Dr. Lynn Family Practice Trust

(Name of Trust)  
Florida Business \_\_\_\_\_ Trust hereby affirms in order to file or qualify  
(State)  
Dr. Lynn Family Practice Trust, in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 3512 Wildberry Way, Valrico, Florida 33594
3. The registered agent and street address in the State of Florida is:  
Rebecca Auer, 14065 Harbor Lane, Palm Beach Gardens, Florida 33410
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.

Rebecca Auer  
(Signature of Registered Agent)

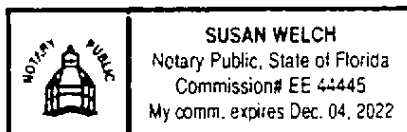
5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

[Signature]  
Name:  
Chairman of the Board of Trustees

NOTARY  
Susan Welch  
SUSAN WELCH

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

CR2E063(3/00)



SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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## DECLARATION OF BUSINESS TRUST

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### Dr. Lynn Family Practice Trust

Trust Creator: **Dr. Lynn Family Practice P.A.**

Date: **June 10, 2021**

#### RECITALS

**WHEREAS**, Trustees desire to create a Florida business trust ("Trust") with transferable shares ("Shares") under Florida Code, Business Organizations Common-Law Declarations of Trust, Chapter 609.02 as amended to carry on such general business activity as they deem proper for the shareholders ("Shareholders"); and,

**WHEREAS**, it is proposed the trustees ("Trustees") manage in the manner hereinafter stated such capital and other property ("Trust Property") which they may hereafter acquire as Trustees; and,

**WHEREAS**, it is proposed the beneficial interest ("Beneficial Interest") in Trust shall have transferable shares of Beneficial Interest evidenced by certificates ("Certificates").

#### ARTICLE I GENERAL AND DECLARATION

1.1 The above-named Creator of Trust does declare they intend to and do create this Trust and the names of Trustees shall be set forth in this trust declaration ("Trust Declaration"). The Trustees shall be ascertainable by written acceptance executed and filed in accordance with the requirements of Trust Declaration. Trustees shall hold all property of Trust in trust for the benefit of the beneficiaries ("Beneficiaries") and they shall comprise the Board of Trustees for conducting the affairs of Trust.

1.2 Trust is declared to be irrevocable, complex and cannot be changed in any manner by the Creator. The Creators may replace Trustees, but in doing so must follow the guidelines set forth in IRS Regulations Section 1.674 (d) -2 (a).

1.3 Now, therefore, the Initial Participants hereby declare all money and property contributed to Trust established under this Declaration of Trust shall be held and managed in trust for the benefit of holders, from time to time, of the Shares of Beneficial Interest issued hereunder and subject to the provisions hereof.

1.4 It is the intention of Trustees and the Shareholders to create the relationship of Trustee and beneficiary between Trustees and each Shareholder from time to time. It is not the intention of Trustees and the Shareholders to create a general partnership, limited partnership, joint stock association, corporation, bailment, or any form of legal relationship other than a trust. Nothing

in this Declaration of Trust shall be construed to make the Shareholders, either by themselves or with Trustees, partners or members of a partnership or a joint stock association.

## **ARTICLE II DOMICILE AND JURISDICTION**

2.1 This Trust was created, and the Trust Declaration was executed in the State of Florida. The construction of this Trust shall be determined in accordance with the express terms of this Trust Declaration. Where Trust Declaration does not speak and the validity, construction or administration of Trust must be viewed by a Court of Law with respect to a particular state law the decision of the Court may prevail, taking into consideration Trust should also be interpreted and construed under the Constitution of the United States of America by way of legal principals according to Article 1, Section 10, C1.5 Contract Clause which guarantees the right of Common Law Contract. The jurisdiction of Trust is the domicile of Trustee(s).

2.2 Mailing Address: 3910 Northdale Boulevard, Suite 206, Tampa, Florida 33624

2.3 Principal Address: 3910 Northdale Boulevard, Suite 206, Tampa, Florida 33624

## **ARTICLE III TRUSTEES**

3.1 Any Trustee appointed or succeeding at any time hereunder may be a domestic or foreign person, corporation, trust company, trust, bank, or Trustee of another trust, regardless of the nature, scope or intent of the person's functions, power, or activities with respect to Trust.

3.2 Trustees shall be at least one in number. Trustees may be increased for practical reason beneficial to Trust. The Trustees hereafter mentioned by name or their successors ("Successor Trustee") elected to fulfill vacancies shall exercise collectively the exclusive management and control of the Trust Property.

3.3 Upon the death, resignation, or removal of a Trustee, the Successor Trustee will be elected to the Board of Trustees. Such election shall be upon the unanimous action of the remaining Trustees or Beneficiaries. Should the entire Board of Trustees become vacant, and only in that event, the appropriate court of general jurisdiction or the Creators shall appoint one Trustee. Trustee may appoint the next Trustee who, as co-trustees ("Co-Trustee"), shall together elect any other Trustees, as necessary, to affect an independent board of Trustees.

3.4 Trustees shall hold office and exercise collectively the control of Trust Property and its affairs. All significant actions and decisions on the part of Trust shall be made by Trustees acting unanimously.

3.5 Each Trustee shall sign his or her Appointment and Acceptance of this Trust Agreement and it is to be made a part hereof.

3.6 Trustees shall be subject to that standard in the performance of their duties on behalf of this Trust as is provided by law.

3.7 Trustees shall authorize one or more said Trustees, trust officers ("Trust Officers"), or fiscal agent ("Fiscal Agent") to act as signatories for Trust for all checking and savings accounts and for all safe deposit boxes, wherever situated.

3.8 Any Trustee under this Trust may, at any time, resign by delivering to at least one other Trustee or the Beneficiaries a letter of resignation. This letter of resignation shall be maintained by the trust record keeper ("Trust Record Keeper") in Trust records. Any third party to whom the notarized letter of resignation is shown may rely upon the validity of that letter of resignation as the true state of affairs with respect to this Trust. All records pertaining to Trust will be sent to the designated replacement trustee ("Replacement Trustee").

3.9 A Trustee may be removed from office only by the unanimous action of the other Trustees, the Creators, or the Beneficiaries and only upon cause. The grounds for the removal may be kept confidential. In the case of the removal of a non-related Trustee, the only other person who can be appointed in the stead thereof can be and shall be another non-related Trustee.

3.10 In the exercise of the powers of Trustees dealing with the property of Trust, Trustees may apply or disregard the principle of investment diversification or the establishment of reserves for depreciation and depletion.

3.11 By the execution of this Declaration of Trust, the Initial Participants appoint the following individual(s) to serve without any restriction on sequence:

Trustee:	Dr. Lon Lynn
Co-Trustee:	Sandy Wittman
Successor Trustee:	Nina Hershberger

3.12 Any Trustee may resign his or her position as Trustee (without need for prior or subsequent accounting) by an instrument in writing signed by such Trustee and delivered to the other Trustees or Beneficiaries, and such resignation shall be effective upon such delivery, or at a later date according to the terms of the instrument. A Trustee who has ceased to be qualified as provided in the By-Laws, who has died, who has been judged incompetent or bankrupt, or for whom a guardian or conservator has been appointed, shall be deemed to have resigned as of the date of such disqualification, death, adjudication, or appointment. Upon the resignation or removal of a Trustee, such former Trustee shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to Trust or the remaining Trustees any Trust property held in the name of the resigning or removed Trustee. Upon the incapacity



or death of any Trustee, his or her legal representative shall execute and deliver such documents as the remaining Trustees shall require as provided in the preceding sentence.

#### **ARTICLE IV MEETING OF THE BOARD OF TRUSTEES**

4.1 By a regular act of Trustees, they may provide for meetings at stated intervals without notice and special meetings maybe called at any time by Trustees upon three days written or telephonic notice. At any regular or special meeting, Trustees of not less than fifty percent (50%) being present in person or by telephonic conference shall constitute a quorum for conducting business provided all action, decisions and distributions shall only be completed upon a unanimous vote of the designated Trustees involved in the meeting.

4.2 No one, other than Trustees themselves, shall have the authority to request Trustees to hold any regular or special meeting and Trustees are specifically required to disregard and resist any such external pressures. No document, record, bank account or any other written information dealing with the internal affairs or operations of this Trust shall be disclosed to any third party, except upon formal written approval of the Board of Trustees given at a regular or special meeting of the Board of Trustees as set forth above.

#### **ARTICLE V POWER OF TRUSTEES**

5.1 The Trustees shall not have any general powers but shall have the absolute and exclusive power to carry out the purpose of Trust established pursuant to this Trust Declaration and subject to discharge of its fiduciary obligations. Trustees shall have the following powers and discretions in addition to those now or hereafter conferred by law and as otherwise restricted by Trust:

(a) The power to hold an undivided interest; the power to determine the allocation of income, principal, and expense; the power to deal with title and title insurance problems in all situations, the power to deal with or secure patents, copyrights, trademarks, or the like.

(b) The power to hold, manage, or acquire productive and unproductive properties, the power to buy, sell, lease, exchange, deed, convey, assign, hypothecate, invest, loan, borrow and grant options, the power to pledge to secure loans, the power to lease or rent, the power to make improvements, modifications and alternations, the power to demolish improvements, the power to abandon as worthless, the power to subdivide, power to encumber, the power to partition, the power to adjust boundaries.

(c) The power to execute covenants, agreements, contract or credits, the power to create servitudes, grant easements and rights of way, impose conditions and restrictions and to release same, the power to seek zoning, rezoning, variance or non-conforming use permits, the power to establish and maintain reserves for depreciation.

(d) The power to distribute in kind and in divided and undivided interests, the power to buy, sell or hypothecate gold, silver, diamonds, and other precious or semi-precious stones or metals.

(e) The power to employ employees, consultants, caretakers, managers, and other agents; the power to dedicate for public use, the power to carry insurance of all kinds including but not limited to, a personal liability and property damage, (b) fire, casualty, extended coverage, (c) income protection insurance.

(f) The power to terminate this Trust, but only with the approval of all current beneficial unit holders. (At the termination of Trust, the property would be distributed prorata to the then current beneficial unit shareholders.)

(g) The power to incorporate, enter into partnerships, associations or other joint ventures and operate, distribute, diversify, change, liquidate or otherwise run Trust; the power to delegate authority to executive Trustees, agents, caretakers, or employees; the power to pay reasonable compensation to Trustees, consultants, caretakers, employees, managers, agent, and others for services rendered and to determine the authority and responsibility of each. The Trustees are responsible for and must supervise all actions of the managers, agents, caretakers, etc.

(h) The power to continue mortgage investments after maturity, either with or without renewal or extension; the power to disregard the principle of investment diversification.

(i) The power to invest and reinvest in stocks, bonds, mutual funds, notes or mortgages on property within or out of the United States, the power to participate in common Trust funds established by any bank or trust company, the power to hold life insurance, fixed or variable annuities, health or disability insurance on any beneficiary or anyone who is a Beneficiary has an insurable interest; the power to invest in options or commodities for cash or on margin, to trade in securities for any nature, including short sales on margin and for such purposes may maintain and operate margin accounts with brokers.

(j) The power to continue, operate, manage, sell, or liquidate any business or business interest in Trust; the power to engage Trust in any business or business activity which is lawfully carried on; the power to take whatever steps deemed advisable to effectuate the organization and/or dissolution of corporations or other business entities.

(k) Notwithstanding any other provision in this Trust Declaration, no power shall be exercised, nor any action taken by Trustees, except upon the unanimous consent of all Trustees having authority to exercise that power.

## **ARTICLE VI LEGAL TITLE**

6.1 Legal title to all Trust Property shall be vested in Trustee(s), except Trustees shall have power to cause legal title to any Trust Property to be held by or in the name of one or more of Trustees, or in the name of Trust, or in the name of any other person as nominee, on such terms as Trustees may determine, provided that the interest of Trust therein is appropriately protected.

6.2 The right, title and interest of Trustees in Trust Property shall vest automatically in each person who may hereafter become a Trustee. Upon the resignation, removal, incapacity, disqualification, or death of a Trustee such Trustee shall automatically cease to have any right, title, or interest in any of Trust Property, and the right, title and interest of such Trustee in Trust Property shall vest automatically in the remaining Trustees. Such vesting and cessation of title shall be effective whether or not conveying documents have been executed and delivered.

6.3 The Trustees shall have absolute control over the management and disposition of all property in which Trust has an ownership interest, whether legal title is held by Trustees or in the name of a nominee.

6.4 Title to Trust Property of every description and the right to conduct the affairs of Trust herein described are vested exclusively in Trustees, and the Shareholders shall have no interest therein other than the beneficial interest conferred by their Shares, and they shall have no right to call for any partition, division, dividend or distribution of any property, profits, rights, or interests.

## **ARTICLE VII LITIGATION**

7.1 Trustees shall have the power to engage in and to prosecute, defend, compromise, abandon, or adjust, by arbitration or otherwise, any actions, suits, proceedings, disputes, claims, and demands relating to Trust or Trust Property, and, out of or from Trust Property, to pay or to satisfy any debts, claims or expenses incurred in connection therewith, including those of litigation, and such power shall include without limitation the power of Trustees or any appropriate committee thereof, in the exercise of their or its good faith business judgment, consenting to dismiss any action, suit, proceeding, dispute, claim, or demand, derivative or otherwise, brought by any person, including a Participant or an Investor in such Participant's or Investor's own name or in the name of Trust, whether or not Trust or any of Trustees may be named individually therein or the subject matter arises by reason of business for or on behalf of Trust.

## **ARTICLE VIII**

### **LIMITATIONS OF LIABILITY NO PERSONAL LIABILITY**

8.1 No participant of this Trust whether as a Trustee, Co-Trustee, Trust Director, investor, ("Investor"), Beneficiary, employee, manager, (hereinafter independently or collectively also referred to as "Participant") shall not be subject to any personal liability whatsoever to any person in connection with Trust Property or the acts, obligations, or affairs of Trust. Subject to Sections 7.1 and 8.2. herein, no Trustee, officer, employee, or agent of Trust shall be subject to any personal liability whatsoever to any person in connection with Trust Property or the acts, obligations, or affairs of Trust, and all such persons shall look solely to Trust Property for satisfaction of claims of any nature arising in connection with the affairs of Trust.

8.2 No Participant, Trustee, officer, employee, or agent, as such, of Trust, made a party to any suit or proceeding to enforce any such liability, shall be held to any personal liability. The Trust shall indemnify and hold each Participant harmless from and against all claims and liabilities to which such Participant may become subject by reason of its being or having been a Participant and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability.

## **ARTICLE IX**

### **BENEFICIAL ENJOYMENT**

9.1 Each distribution, payment of income or corpus, or any other action affecting the beneficial enjoyment of Trust Property shall be approved and exercised only by the independent Board of Trustees.

9.2 The Trustees are authorized to make distributions of payments to any minor Beneficiary of this Trust by making the distribution directly to the minor, by making the distribution for the benefit of the minor, or by making the distribution to any natural guardian or any adult person appointed as the minor's guardian. There shall be no need for court approval in the making of any said distribution.

## **ARTICLE X**

### **ADMINISTRATION EXPENSES**

10.1 Trustees shall pay out of Trust funds only, whether out of income or corpus, all expenses incurred in the administration, management, conservation, and protection of this Trust, including the following:

(a) Reasonable compensation of Trustees, managers, caretakers, and any person(s) or entity(s) providing services, articles, or utilities to Trust.

(b) Expenses in the operation, maintenance, cleaning, repairing and otherwise caring for Trust Property.

(c) Expenses in the providing of necessary supplies, equipment, and materials on behalf of Trust, either by purchase, lease, rental or otherwise.

(d) Payment of the taxes, charges, and assessments of license fees on behalf of Trust.

(e) Insurance premiums with respect to policies on behalf of Trust.

(f) Legal, bookkeeping, accounting, and other professional expenses on behalf of Trust.

(g) All ordinary and necessary expenses in caring for this Trust and its Trust Property.

## **ARTICLE XI TRUST ACCOUNTING**

11.1 Trustees shall maintain the books, records, documents, and accounts of Trust. This function may be delegated to a bookkeeper or accountant outside of this Trust. The Beneficiaries shall have the right to inspect any of the books, documents, or other records of Trust at any reasonable time, upon written notice to Trust Recordkeeper. The Trustees are not required and need not make any formal accounting to, or on behalf of, the Beneficiaries except upon written demand. The Trustees may, however, as they deem necessary, render an accounting to the Beneficiaries, from time to time, from their inspection.

11.2 Trustees have the power to determine what is principal or income of Trust and to apportion and allocate receipts and expenses and other charges between those two accounts, including the power to charge, in whole or in part to principle, or to amortize out of, or charge forthwith, to income, premiums paid on the purchase of bonds or other obligations. Trustees shall not be required to establish a reserve for depreciation as to charge against income, however, they may do so if, in their discretion, they so determine.

11.3 Trustees are authorized to exercise a general lending power to make or receive loans to, or from, any person without regard to interest or security.

## **ARTICLE XII TRUST BOND**

12.1 No Trustee shall be required to obtain letters of authority from or the approval of any court in the exercise of any power conferred upon them, nor shall any Trustee be required to take an oath or to furnish any bond or other security.

### **ARTICLE XIII CHARITABLE CONTRIBUTIONS**

13.1 It is the intent of the Creators that the spirit of charitableness be encouraged. To that end, the independent Board of Trustees of this Trust is authorized to make contributions to one or more qualified charities for charitable purposes, either domestic or international.

### **ARTICLE XIV DURATION**

14.1 The Trust shall continue without limitation of time but subject to the provisions of Section 14.2.

14.2 Upon termination of this Trust for any cause, Trustee(s) shall wind up its affairs, and at Trustees' option collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of Trust assets or Trust Property, at public or private sale, to the extent necessary to pay all legal and contractual obligations of this Trust, and after discharging all legal and contractual obligations of this Trust organization, shall distribute the remaining assets among the Shareholders according to each holders' designated shares. Trustee(s) shall continue to act until such duties have been fully performed.

### **ARTICLE XV DEADLOCKS AND/OR DISAGREEMENTS**

15.1 In the event of deadlock, disagreement or impasse among Trustees, or confusion among Trustees as to the meaning or application of any part of this Trust Declaration, the Board of Trustees shall institute binding arbitration procedures.

### **ARTICLE XVI RECORDS**

16.1 The Trustees shall keep a record of all meetings of Trustees and of the Shareholders and shall keep books of account showing the receipts and disbursement of Trust estate. The Trustees shall prepare, as soon as practical after the end of Trust's fiscal year, a complete report of the business of Trust during such year. The fiscal year of Trust shall end on December 31<sup>st</sup> of each year. In addition, Trustees shall maintain proper transfer books and a register of the names, addresses, and shares of Beneficial Interest of the Shareholders hereunder.

### **ARTICLE XVII OFFICERS AND MANAGEMENT**

17.1 The Trustees may elect or appoint officers, employees, independent contractors, managers, fiduciaries or other such functionaries or agents, as they may deem expedient for proper functioning of Trust. Any person may hold two or more offices simultaneously, with such duties

and functions as they are assigned. Trustees may employ agents, managers, executive or other employees, or designate a third-party to hold funds for any purpose. The appointment and the authority given to such officers and/or managers shall be by the unanimous vote of the Board of Trustees. Trustees must supervise and retain control over these agents, managers or officers.

17.2 In the construction and administration of this Trust, the express wording and provisions in Trust Declaration is to prevail. Its plan and reasonable meaning is to be the foundation for the interpretations of this Trust Declaration. When the express words, terms and provisions of this Trust do not regulate the administration of this Trust, Trustees are to look to the usual, general, and prevailing view of law in the administration and management of this Trust. The Trustees are to use their just and wise discretion, within the expressed provisions, of Trust Declaration, to guide the affairs of this Trust in a manner that is consistent with the original intent of the Creators.

## **ARTICLE XVIII BANKING**

18.1 Trustees further authorize any commercial bank or financial institution as a depository in which the funds of this Trust may be deposited by its Trustees, officers, agents, managers and employees, and each of them hereby is authorized to endorse for deposit or negotiation any and all checks, drafts, notes, bills of exchange, and orders for the payment of money, either belonging to or coming into possession of this Trust. Endorsements for deposit may be by the written or stamped endorsement of the company without designation of the person making the endorsement.

18.2 One of Trustees signatures is required to SIGN ANY AND ALL CHECKS, DRAFTS, AND ORDERS, including orders or directions in informal or letter form, against any funds at any time standing to the credit of this Trust with the said Bank, and/or against any account of this Trust with the said Bank, and that said Bank hereby is authorized to honor any and all checks, drafts and orders so signed, including those drawn to the individual order of any such Trustee, Co-Trustee, Trust Director, Successor Trustee and/or other person signing the same, without further inquiry or regard to the authority of said Trustee(s) and or other person(s) or the use of said checks, drafts and orders, or the proceeds thereof.

18.3 The tax identification number issued by the IRS for this Trust is 87-6342548.

## **ARTICLE XIX MERGER, CONSOLIDATION AND SALE OF ASSETS**

19.1 To the extent permitted by law, Trust may merge into or consolidate with any other corporation, association, trust, or other organization or may sell, lease or exchange all or substantially all of Trust Property, including its good will, upon such terms and conditions and for such consideration when and as authorized by vote of a majority of Trustees and approved by the holders of two-thirds of the outstanding voting Shares.

## **Article XX**

### **ASCERTAINABLE STANDARD FOR DISTRIBUTION**

20.1 Trustees may accumulate for, or distribute to, any Beneficiary such portions of the income or corpus of Trust as Trustees deem necessary for the support, care, maintenance, education, medical expenses, or emergencies of the Beneficiaries. No distribution from this Trust shall be made except in conformity with this external ascertainable standard to the Beneficiaries. Upon the termination of Trust, the Assets and other Trust Property must be distributed to the Beneficiaries, on a pro-rata basis and according to the extent of their Beneficial Interest.

20.2 The Trustees shall have the power to distribute principal and/or income to the Beneficiaries, or to make decisions or distributions of the Trust Estate, in whole or in part, for delivery or transfer to the Beneficiaries of any part or any portion thereof, at such valuation as is established by Trustees to be the fair market value of the part or portion distributed; or, Trustees may convert Trust Estate or any portion thereof into cash and distribute the net proceeds to the Beneficiaries per their Shareholdings.

## **ARTICLE XXI**

### **SPENDTHRIFT PROVISIONS**

21.1 To the full extent permitted by law, the interests of the Beneficiaries under this Trust Declaration shall not be subject to assignment, alienation, pledge, attachment or claims of creditors of the Beneficiaries.

21.2 No income or principal of Trust shall be used to discharge, in whole or in part, the Creator's legal obligations of support, except by dividend distribution.

## **ARTICLE XXII**

### **CERTIFICATES OF BENEFICIAL INTEREST**

22.1 The Beneficial Interest of this Trust, as a convenience and for purposes of distributions, are divided into one hundred (100) units ("Beneficial Interest Units) and are organized and form the basis of Certificates or parts thereof and are non-assessable, non-taxable, and non-negotiable. No Beneficiary may transfer any Beneficial Interest Unit of interest to anyone else, without the approval of at least one other Beneficiary of Trust other than the person to whom the Beneficial Interest Unit(s) of interest are being transferred. When a transfer of Beneficial Interest Units of interest is made by a sole Beneficiary, the transfer must be approved by any member of the Board of Trustees. Ownership of a Certificate and the number of Beneficial Interest Units represented thereby shall not entitle the holder to any legal title to, or in, Trust Property nor any say or power in the management thereof.

22.2 No Beneficial Interest Units of any Beneficiary shall be subject to, or liable for, attachment, execution, or other processes of law. No Beneficiary shall have the right to encumber, hypothecate or alienate his Beneficial Interest Units in this Trust in any manner, without the written approval of any member of the Board of Trustees.



### **Article XXIII**

#### **Third Parties**

23.1 For the purpose of protecting banks, trust companies, lending institutions or other third parties who require an assurance of the validity of the acting Trustees for this Trust, it shall be necessary for all current Trustees of Trust to have their names recorded and Certificate by Trust Recordkeeper in Trust Records. Any type of letter or form may be used for this purpose and shall be signed and certified by at least one other Trustee. All banks, trust companies, lending institutions or other third parties may rely upon such letters or certificate as being the true and accurate state of affairs with respect to the current Trustees of this Trust.

23.2 Third parties shall not be subject to any duty to inquire into the authority for, or propriety of, any action taken or contemplated by Trustees of this Trust. Such third parties, including but not limited to, banks, trust companies, title companies, lending institutions or others, may fully rely upon any written action taken by Trustees. Such written action by Trustees shall be binding upon this Trust and its assets as fully as if such action had been specifically granted and approved in this Trust Declaration. The purpose of this Section 23.2 is not to add to the powers of Trustees, but to simplify and speed the effective administration of this Trust by protecting third parties who are relying upon the actions of Trustees. A further purpose of this Section 23.2 is to protect the privacy and confidentiality of this Trust from the prying eyes of unrelated outside parties.

### **ARTICLE XXIV**

#### **INSURANCE**

24.1 The Trustees are empowered to receive and hold any insurance policies on the life of any person only if, after the transfer of such policy or policies to the Trust, Trust is the sole owner of the policy and could be the designated Beneficiary and the Creators are not legally obligated to maintain those policies.

24.2 No person, who is an insured individual under the said policies, shall have any interest in any dividends or other payments derived from such policies while they are in effect.

## **ARTICLE XXV RESTRICTIONS**

25.1 The property forming the corpus of this Trust is itemized and set forth in schedules attached to this Trust Declaration and incorporated by reference. Schedule "A" shall be used to describe all real property conveyed to Trust; Schedule "B" shall describe all other property transferred into Trust ("Trust Property"). Such property is to become part of Trust and shall be subject to all terms of this Trust Declaration.

25.2 The names of the Beneficiaries of this Trust must be recorded by Trust Recordkeeper on Schedule "C" and all changes must comply with this Trust Declaration. The names and the number of Beneficial Interest Units held by each Beneficiary will be kept up-to-date and signed by Trustees.

Schedule "A," Schedule "B," and Schedule "C" are hereby made a part hereof.

25.3 Confidential Trust Agreement. This Agreement may be only be disseminated and disclosed by unanimous written consent of the Beneficiaries.

## **ARTICLE XXVI NOTICE**

26.1 If any sentence, paragraph, section, or provision of this Trust Declaration is held to be unenforceable or invalid, it shall not affect any of the remaining provisions of this Trust and they shall be given legal effect, nonetheless.

26.2 Any and all notices and communications to which a Shareholder may be entitled shall be deemed duly given or made if delivered in person or mailed, postage prepaid, addressed to the Shareholder of record at its address as recorded in the register of Trust. In addition to any other notice or communication to which a Shareholder may be entitled, each Shareholder shall be entitled to notice of any amendment to this Declaration of Trust or of any matter which is approved by the Participants.

## **ARTICLE XXVII DEATH INSOLVENCY BANKRUPTCY CREDITORS**

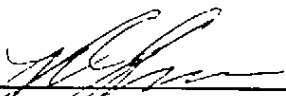
27.1 Death, insolvency, or bankruptcy of any Beneficiary or the transfer of their Certificates by gift, devise or descent shall not operate necessarily as a dissolution of this Trust Declaration or, in any manner, affect Trust Declaration or its operation.

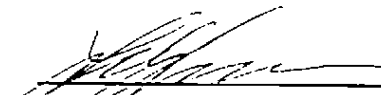
27.2 Ownership of Certificates shall not entitle the holder to any legal title in, or to, Trust Property nor any undivided interest herein, nor in the management thereof, nor shall the death of a Beneficiary entitle his heirs or legal representatives to demand any portion of division of Trust Property of Trust but said successor may succeed to the same equitable or distributional interest.

**ARTICLE XXVIII**  
**ACKNOWLEDGEMENT OF THE CREATORS**

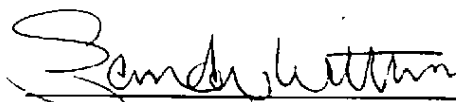
28.1 To satisfy the requirements of the statute of frauds, the Creators and Initial Trustee(s) hereby sign this Trust Declaration.

**SIGNATURES:**

  
DK Lynn Family Practice, P.A., Trust Creator

  
Trustee

June 10, 2021  
Date

  
Sandy Wittman, Co-Trustee

**NOTARY**

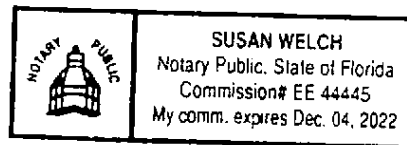
State of Florida                     )  
County of Hillsborough         )

On June 10, 2021 before me, SUSAN WELCH a

notary public, DR. LON LYNN  
personally appeared and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me he executed the same in his authorized capacity, and by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida the foregoing paragraph is true and correct.

**WITNESS** my hand and official seal.



Signature Susan Welch (Seal)

**SCHEDULE A  
REAL PROPERTY**

Street Address (PAGE INTENTIONALLY BLANK - NOT APPLICABLE)

City and State \_\_\_\_\_

APN \_\_\_\_\_

Street Address \_\_\_\_\_

City and State \_\_\_\_\_

APN \_\_\_\_\_

Street Address \_\_\_\_\_

City and State \_\_\_\_\_

APN \_\_\_\_\_

**SCHEDULE B  
PERSONAL PROPERTY**

Bank Account Name: **(RESTRICTED FROM PUBLIC RECORDS)**

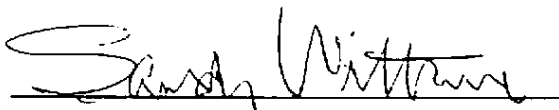
Account Number: **(RESTRICTED FROM PUBLIC RECORDS)**

**ALL SHARES AND ASSETS** of **Lynn Family Practice, P.A.**, a Florida Professional Association, as further defined in that certain **STOCK PURCHASE AGREEMENT** among **Dr. Lynn Family Practice Trust** and **Dr. Lynn Family Practice, P.A.**, dated April 25, 2021, including but not limited to Dr. Lynn Family Practice, P.A.'s Federal Employer Identification Number 59-3433457 ("EIN") and all other assets of any kind or type.

**SCHEDULE C  
BENEFICIARIES**

- |                                     |                               |
|-------------------------------------|-------------------------------|
| 1. The Patient Is Everything!, LLC. | 100 shares (100% Beneficiary) |
| 2. _____                            | _____ shares                  |
| 3. _____                            | _____ shares                  |
| 4. _____                            | _____ shares                  |
| 5. _____                            | _____ shares                  |

  
\_\_\_\_\_  
Dr. Lon Lynn, as Trustee

  
\_\_\_\_\_  
By Co-Trustee

## TRUSTEE ACCEPTANCE

I, **Dr. Lon Lynn**, having been appointed Trustee, of **DR. LYNN FAMILY PRACTICE TRUST**, a Florida business trust, do hereby accept and promise to fulfill the duties of this position to the best of my ability effective as of June 8, 2021 ("Effective Date") and termination of my duties on December 31, 2023 ("Termination Date") unless further extended by mutual agreement between the Parties.

Appointment Date: June 10, 2021

Location: **Lynn Family Practice, LLC.**  
3910 Northdale Blvd  
Suite #206,  
Tampa, FL 33624

  
\_\_\_\_\_  
Dr. Lon Lynn, as Trustee

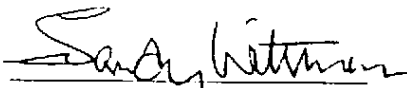


## CO-TRUSTEE ACCEPTANCE

I, **Sandy Wittman**, having been appointed Co-Trustee, of **DR. LYNN FAMILY PRACTICE TRUST**, a Florida business trust, do hereby accept and promise to fulfill the duties of this position to the best of my ability effective as of June 10, 2021 ("Effective Date").

Appointment Date: June 10, 2021

Location: **Dr. Lynn Family Practice, LLC.**  
3910 Northdale Blvd  
Suite #206,  
Tampa, FL 33624

  
Sandy Wittman, as Co-Trustee