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(Requestor's Name)

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(Business Entity Name)

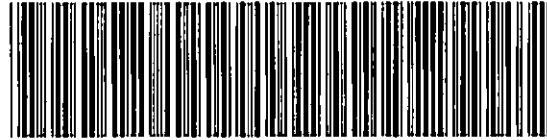
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Special Instructions to Filing Officer:

W21000086591

Office Use Only



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05/13/21--01018--033 **8.75

05/13/21--01018--034 **350.00

CLERK OF COURT
TALLAHASSEE, FLORIDA

2021 JUL -9 AM 11:41

FILED



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 14, 2021

ROBERT PATERSON
13913 CHERRY CREEK DR
TAMPA, FL 33618

SUBJECT: NEW HEART FIRE CAPITAL TRUST
Ref. Number: W21000086591

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

A Florida trust requires two or more trustees to be listed in the document. It appears that you only have one listed.

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.

Matthew T Moon
Regulatory Specialist II Supervisor

Letter Number: 921A00013203

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REGISTRAR'S OFFICE

2021 JUL -9 AM 11:27
REGISTRAR'S OFFICE

TRANSMITTAL LETTER

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

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TALLAHASSEE, FLORIDA

SUBJECT: Registration of 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
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: Paterson, Robert

Name (Printed or typed)

13913 Cherry Creek Drive

Address

Tampa, Florida, USA 33618

City, State & Zip

813-362-9456

Daytime Telephone number

THE NEW HEART FIRE CAPITAL TRUST
(Trust Agreement Summary)

Organization Type:	Irrevocable Business Trust
Legal name:	New Heart Fire Capital Trust
EIN Assigned:	86-6761013
Country:	United States of America
State/Province/Territory:	Florida
Date Trust funded:	May 6 th 2021

Mailing Address:	c/o: RBP Trust Administration 13913 Cherry Creek Drive Tampa, Florida 33618 United States of America
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Phone Number:	813-362-9456
Email:	safesecuretoday@gmail.com

Grantor's Name:	ROBERT BRIANT PATERSON® (Enterprise)
Entity ID Number:	XXXXXX0755

Trustee Name(s):	Paterson, Robert Briant. Trustee Hunt, Randall Lynn. Trustee Paterson, Payton Jennifer. Successor Trustee
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2021 JUL - 9 AM 11:41
RELEASED TO PUBLIC

TRUST AGREEMENT
of
NEW HEART FIRE CAPITAL TRUST
(ESTABLISHED MAY 6TH 2021)

FILED

2021 JUL -9 AM 11:41

CLERK OF COURT
CLERK OF COURT
CLERK OF COURT

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2021 JUL -9 AM 11:41
CLERK OF DISTRICT COURT
CLERK OF DISTRICT COURT
CLERK OF DISTRICT COURT

TRUST AGREEMENT
of
NEW HEART FIRE CAPITAL TRUST

THIS TRUST AGREEMENT is made as of May 6th 2021 (this "**Trust Agreement**"), by and among **ROBERT BRIANT PATERSON®**, a privately-owned enterprise, as grantor (the "**Grantor**"), and **Paterson, Robert Briant**, as initial trustee and **Hunt, Randall Lynn**, as initial trustee (each, a "**Trustee**" and collectively, the "**Trustees**").

WITNESSETH

WHEREAS, the Grantor and the Trustees has entered into this Trust Agreement to establish the trust created hereunder known as **New Heart Fire Capital Trust®** (the "**Trust**"), in which name, the Trustees to the extent provided herein, may conduct the business of the Trust, make and execute contracts, sue and be sued, acquire and hold or otherwise dispose of income from the Trust or property. It is the intention of the parties hereto that the Trust created hereby constitute a business trust, and that this document constitute the governing instrument of the Trust;

WHEREAS, the Grantor hereby assigns, transfers, conveys and sets over to the Trust, a Global Certificate (a U.S. Government obligation), aggregate value of U.S.\$500,000,000, which shall constitute the initial trust fund (herein called, the "**Trust Assets**"), all more fully described in the "Schedule A" attached and incorporated herein;

WHEREAS, the Grantor does not intend to exercise any discretion or control over the voting rights and consent associated with the Trust Assets. The Grantor anticipates that the Trustees will manage the ordinary day-to-day operations, to facilitate and expand investor base, raise capital, and any other business objectives as the Trustee may approve;

WHEREAS, The Trustees, is hereby authorized (i) to register and file or join in any such filing with the Securities and Exchange Commission (the "SEC") and to execute, on behalf of the Trust, as the Trustees may deem necessary or desirable, (a) any Registration Statement or Notice of Exemption under the Securities Act of 1933, as amended (the "1933 Act"), (b) any prospectus, memorandum or supplement thereto and all other applications, statements, certificates, underwriting or reinsurance agreement and any other agreements or instruments or appropriate forms, and (c) to perform and deliver such reports, surety bonds, irrevocable consents, and other papers or documents required to be filed or registered with the SEC pursuant to the 1933 Act, State securities laws, or "Blue Sky" laws of such jurisdictions, relating to the Trust Assets or any other securities. In connection with all of the foregoing, it being understood that the Trustees, solely in their capacity as trustee of the Trust, is hereby authorized and to execute on behalf of the Trust, (ii) to sign any and all documents of the foregoing in connection therewith. Granting unto said Trustees, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as the Trustees might or could do or cause to be done by virtue hereof;

WHEREAS, The number of trustees of the Trust, shall be two and thereafter the number of trustees of the Trust shall be such number as shall be fixed from time to time by a written instrument signed by the initial trustees which may increase or decrease the number of trustees of the Trust; provided, however, that to the extent required by this governing instrument, one trustee of the Trust shall either be a natural person who is President of the United States of America or, if not a natural person, an entity which has its principal place of business in the United States of America or its Jurisdiction.

NOW THEREFORE, the parties hereto do hereby agree as follows:

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MAY 11 2021
AM 11:41
CLERK OF THE CIRCUIT COURT
IN AND FOR THE COUNTY OF
FLORIDA

ARTICLE I GENERAL PROVISIONS

Section 1.01. Appointment and Acceptance of Trustee: The Grantor, hereby appoints the above-mentioned Trustees as trustee of the Trust to have all of the rights, powers, authorities, discretions, and duties set forth herein subject to the terms and conditions in this Trust Agreement. The Trustees hereby accept said appointment, acknowledge the receipt of the sum of One Dollar (\$1.00) (together with any other property or income that the Trust may otherwise receive). The Trustees hereby declare that they will hold the Trust Assets in trust upon and subject exclusively to the terms and conditions set forth herein.

Section 1.02. Trustee Standard of Care: The Trustees shall not be liable for any action taken or refrained from or suffered by such Trustee so long as that Trustee acted in accordance with "Applicable Standard of Care," provided that such trustee, (i) acted in good faith in a manner the Trustee reasonably believed to be in accordance with the provisions of this Trust Agreement and in or not opposed to the best interests of the beneficiary or any other related party, and (ii) had no reasonable cause to believe his or her conduct was unlawful.

Section 1.03. Beneficiary: The beneficiaries hereunder this Trust Agreement and Trust shall be known as **NewHeart Fire Trust®** (the "**Beneficiary**"), and its respective heirs or successors.

Section 1.04. Trust is Irrevocable: This Trust Agreement and the Trust shall be irrevocable and unamendable except that the Trustees may terminate or amend its authorization, thereby revoking or amending the Trust, however, that a Trustee's rights to resign as a trustee hereunder and to compensation and indemnification with respect to acts or omissions occurring prior to any such revocation or amendment may not be modified without the written consent of that Trustee.

ARTICLE II MANAGEMENT

Section 2.01. Establishment of Accounts:

- a. The Trustees shall establish (and during the term of this Trust Agreement shall maintain) a brokerage, margin, collateral, safekeeping or custody account (the "**Securities Account**") at a financial institution selected by, and under an agreement acceptable to, the Trustees in the name of the Trust, bearing a designation clearly indicating that the Trust Assets held therein is held for the sole benefit of the Beneficiary. Except as expressly provided herein, the Trustees shall possess all right, title, and interest in all Trust Assets held from time to time in the Securities Account for the sole benefit of the Beneficiary. The Securities Account shall be under the sole dominion and control of the Trustees for the sole benefit of the Beneficiary.
- b. The Trustees shall establish (and during the term of this Trust Agreement shall maintain) a deposit account (the "**Deposit Account**") at a financial institution selected by, and under an agreement acceptable to, the Trustees in the name of the Trust bearing a designation clearly indicating that the funds deposited therein are held for the sole benefit of the Beneficiary. Except as expressly provided herein, the Trustees shall possess all right, title, and interest in all moneys on deposit from time to time in the Deposit Account for the sole benefit of the Beneficiary. The Deposit Account shall be under the sole dominion and control of the Trustees for the sole benefit of the Beneficiary.

- c. Subject to the terms of this Trust Agreement, the Trustees shall receive and hold in the Securities Account or Deposit Account, as applicable, the initial Trust Assets or cash contribution of the Grantor, investments, advances or lines of credit from financial institutions, the Trust Asset and all dividends and other cash and non-cash distributions as may be declared and paid upon the Trust Asset, as well as the proceeds of any [re]sale or other disposition of the Trust Asset, for the sole benefit of the Beneficiary.

Section 2.02. Deposit of Initial Trust Asset: In accordance with any deposit agreement at a financial institution, the Trustee is hereby authorized to deliver and deposit the initial Trust Assets in a Securities Account in an amount equal to the above stated principal or offer amount (the term "Deposit of Initial Trust Assets" referred to herein, shall include the term "**Security**" which represent an interest in a Global Certificate). Except as expressly provided herein, the Grantor shall have no ownership interest in the Security or any other Trust Assets hereunder this Trust.

Section 2.03. Investment and Distribution of Funds in Deposit Account:

- a. The Trustees shall have full discretion to invest such balance, in whole or in part in assets that are eligible for use in open market operations. The investments and the proceeds of such investments shall be received and held in the Deposit Account, subject to the terms of this Trust Agreement. Any loss of income or principal on any such investments shall be for the account of the Trust.
- b. The Trustees may, but shall not be required to, obtain a "fairness opinion" from an investment bank in connection with the sale or other disposition of the Security.
- c. The cash proceeds of any sale or other disposition of the Security shall be deposited in the Deposit Account or reinvested.

ARTICLE III TRUSTEE

Section 3.01. Actions of Trustee in General: In order to permit the Trustees to administer the Trust and perform his or her duties under this Trust Agreement, the Trustees may, as deem appropriate in their independent judgment, (i) engage in finance and any legal acts or activities, (ii) hire full-time and part-time administrative, secretarial or clerical staff and other professional advisers and agents (or make arrangements to use administrative, secretarial or clerical staff made available to them by their professional advisers or agents), and (iii) lease or sublease office space (or make arrangements to occupy office space made available to them by their professional advisers or agents). Among other things, such professional advisers or agents may be designated as the notice location for all notices and other correspondence relating to the Trust and may, on behalf of the Trustees, maintain the official records of the Trust, schedule meetings, and maintain minutes of such meetings and records of significant actions.

Section 3.02. Trustee Resignation: The Trustee may at any time resign by giving 60 days' written notice of resignation to the Beneficiary respective heirs or successors. The Trustee, shall, at least 15 days prior to the effective date of such resignation, appoint a successor trustee who shall satisfy the requirements hereunder this Trust Agreement. If no successor trustee shall have been appointed and shall have accepted such appointment at least 15 days prior to the effective date of such resignation, the Trustee may petition any competent authority or court of competent jurisdiction (at the expense of the Trust) for the appointment of a successor trustee. Subject to the foregoing, the initial trustee is entitled to appoint or remove without cause any acting or substitute trustee of the Trust at any time.

Section 3.03. Replacement of Trustee: If at any time a Trustee shall become incapable of acting for any reason unanimously determine in good faith, that the replacement of such Trustee is in the best interests of the Trust, including without limitation because of a belief that such Trustee is unable to act prudently and effectively with respect to financial matters because of accident, physical or mental illness, substance abuse, deterioration, injury or other similar cause, the Beneficiary respective heirs or successors, may remove such Trustee by written instrument or instruments delivered to the Trustee, provided, however, that an individual Trustee who dies shall be deemed to have been removed immediately prior to his death.

Section 3.04. Successor Trustee: This Trust Agreement shall be binding upon the successors to the parties hereto. The title to all property held hereunder shall vest in any successor Trustee acting pursuant to the provisions hereof without the execution or filing of any further instrument, but a resigning or removed Trustee shall execute all instruments and do all acts necessary to vest title in the successor Trustee. The successor Trustee shall have, exercise and enjoy all of the powers, both discretionary and ministerial, herein conferred upon his or her predecessors. A successor Trustee shall not be obliged to examine or review the accounts, records, or acts of, or property delivered by, any previous Trustee and shall not be responsible for any action or any failure to act on the part of any previous Trustee. The Successor Trustee shall have the power to appoint one or more individuals or institutions to act as a trustee where it is deemed reasonable and in the best overall interest of the Trust.

Section 3.05. Additional Rights and Obligations of Trustee:

- a. The duties, responsibilities and obligations of the Trustees shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied. The Trustees shall not be subject to, nor required to comply with, any other agreement to which the Grantor is a party, even though reference thereto may be made herein (unless the Trustee are also parties thereto). The Trustees shall not be required to, and shall not, expend or risk any of their own funds or otherwise incur any financial liability in the performance of any of their duties hereunder. The Trustees shall devote such time as shall be necessary to carry out his or her duties with respect to the Trust as determined by such Trustee in accordance with his or her independent judgment.
- b. No Trustee shall be obligated to present any business activity, investment opportunity (or so called corporate opportunity) or prospective economic advantage to the Grantor or the Beneficiary, even if the opportunity is of the character that, if presented to the Grantor or the Beneficiary, could be taken by it, and, except as otherwise expressly provided in this Trust Agreement, the Trustees shall have the right to engage in any business activity or to hold any such investment opportunity or prospective economic advantage for his or her own account or to recommend any such opportunity to third parties.
- c. In no event shall a Trustee be liable for any consequential, punitive or special damages. For the avoidance of doubt, the Trustees are obliged to review, evaluate and make a determination, in accordance with the Applicable Standard of Care, as to the appropriate course of action to take with respect to each vote or other issue of which notice is provided to the Beneficiary and its respective heirs or successors.
- d. So long as a Trustee acts in accordance with the Applicable Standard of Care, a Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustees hereunder and any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document reasonably believed by the Trustees to be genuine and to have been signed or presented by the proper party or parties hereunder.

- e. In no event shall a Trustee be responsible or liable for any failure or delay in the performance of obligations hereunder arising out of or caused by, directly or indirectly, forces beyond the Trustee's control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, it being understood that the Trustees shall use reasonable efforts which are consistent with accepted practices to resume performance as soon as practicable under the circumstances.
- f. In the event that, in the independent judgment of the Trustees, there is any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Trustees hereunder, the Trustees may, in their sole discretion and upon notice to the person providing such notice, instruction or other communication and to the Grantor, refrain from taking any action other than retaining possession of the Trust Assets, unless the Trustees receive written instructions, signed by the Grantor, that address such ambiguity or uncertainty, in which instance the Trustees shall act in accordance with such written instructions.
- g. In the event of any dispute or conflicting claims with respect to the Trust, the Trust Assets or this Trust Agreement, the Trustees shall be entitled to refuse to comply with any and all claims or demands as long as such dispute or conflict shall continue, and the Trustees shall not be or become liable in any way to any person for failure or refusal to comply with such conflicting claims or demands. The Trustees shall be entitled to refuse to act until either, (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree as to which all appeals have been exhausted or waived, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to the Trustees, or (ii) the Trustees shall have received security or an indemnity from the Trust or the Grantor or another entity reasonably satisfactory to them sufficient to hold them harmless from and against any and all losses that they may incur by reason of so acting.
- h. Except as otherwise provided in this Trust Agreement, all ongoing Trust expenses, including, all investment-related expenses, all fees payable to the Trustees for their services hereunder, including but not limited to all expenses from financial and legal advisors, staffing, auditing and tax preparation, mailing and postage, printing, insurance, external accounting related to the Trust affairs, and its investments or extraordinary expenses (such as litigation and indemnification of the Trustee) which shall be paid from the Trust.
- i. No bond or surety will be required of any Trustee appointed or operating hereunder the Trust.

ARTICLE IV MAINTAINING BOOKS & RECORDS; TAX REPORTING

Section 4.01. Maintaining Books & Records: The Trustees shall maintain books and records or other sufficient documents, on action taken by the Trustees pursuant to this Trust Agreement. The Trustees shall be required to execute and file documents (i.e., certificates, registration or financial statements) with any agency or department, as appropriate, and shall be responsible for annual reports to the Beneficiary and its respective heirs or successors concerning the activities of the Trust.

Section 4.02. Tax Reporting: The Trustees shall be solely responsible for all tax matters, regarding returns, amendments, statements or disclosures, and any other tax related documents required to be filed by the Trust.

FILED
2021 JUL - 5 PM 11:47
HARRIS COUNTY CLERK
JANET HASSELL
HOUSTON, TEXAS

ARTICLE V AMENDMENTS; TERMINATION; GOVERNING LAW

Section 5.01. Amendment: The Grantor shall not have any power to alter, amend, modify or revoke any of the terms and conditions of this Trust Agreement. Notwithstanding the foregoing, the Grantor and the Trustees may agree to amend, supplement, modify, or restate this Trust Agreement in order to: (i) cure any ambiguity, omission, formal defect or inconsistency in this Trust Agreement (including to address any circumstance or development the Grantor and the Trustees reasonably determine was not anticipated as of the Trust's inception); or (ii) grant to or confer upon the Trustees for the benefit of the Beneficiary any additional rights, powers, authorities or remedies that may lawfully be granted to or conferred upon the Trustees.

Section 5.02. Termination of Trust: Unless sooner terminated pursuant to any other provision herein, this Trust Agreement shall terminate (and the Trust shall cease and come to an end) upon the earlier of: (i) the sale or other disposition of all of the Trust Assets such that no securities or any other property continues to be held in trust hereunder, or (ii) the Trust cease to exist and the Trust Assets have been liquidated or a plan of liquidation shall have been confirmed and consummated. Notwithstanding the above, the Trust shall not terminate until the Trustees transfer to the Beneficiary any moneys in the Deposit Account and liquidate any other Trust Assets and transfer the proceeds to the Beneficiary, which actions shall be taken expeditiously and promptly upon the occurrence of a termination event described above.

Section 5.03. Governing Laws: This Trust Agreement and Trust created hereunder shall be governed by, and construed in accordance with, not only as to administration but also as to validity and effect, the Hague Conference on Private International Law (HCCH) Convention concluded 1st of July 1985 on the Law Applicable to Trusts and on their Recognition, and in the absence of international law, the laws in courts of equity in common law jurisdictions notwithstanding choice of law provisions thereof (with regard to conflict of laws principles).

ARTICLE VI MISCELLANEOUS

Section 6.01. Assignments: The rights and obligations of the parties under this Trust Agreement may not be assigned except as expressly provided for herein.

Section 6.02. Third Parties: Nothing in this Trust Agreement, expressed or implied, is intended to confer upon any person (other than the parties hereto), or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Trust Agreement.

Section 6.03. Notices: Any notice which any party hereto may give to the other hereunder shall be in writing and shall be given by hand delivery, first class registered mail, or overnight courier service, and sent to:

c/o: RBP Trust Administration
13913 Cherry Creek Drive
Tampa, Florida, USA 33618

Section 6.04. Individuals Authorized to Act for the Grantor: The Grantor, from time to time, shall provide to the Trustees a list of individuals authorized to act on behalf of the Grantor. Notwithstanding any other provision of this Trust Agreement, the Trustees may not rely on any communications from the Grantor except for those made by such an authorized individual.

Section 6.05. Entire Agreement: This Trust Agreement constitutes the entire agreement, and supercedes all prior agreements and understandings, oral and written, among the parties with respect to the subject matter hereof and may not be modified or amended in any manner other than as set forth herein.

Section 6.06. Remedies: Each of the parties hereto acknowledges and agrees that in the event of any breach of this Trust Agreement, each non-breaching party would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that the parties hereto (a) shall waive, in any action for specific performance, the defense of adequacy of a remedy at law and (b) shall be entitled, in addition to any other remedy to which they may be entitled at law or in equity, to an order compelling specific performance of this Trust Agreement in any action instituted in any Article III courts of the United State of America or International Court of Justice.

Section 6.07. Heading: The titles to the Articles and the headings of the Sections and Subsections of this Trust Agreement are for convenience of reference only and are not to be considered in construing the terms and provisions within this Trust Agreement.

Section 6.08. Perpetuities Savings Language: Unless sooner terminated pursuant to other provisions of this Trust Agreement, the Trust shall terminate not later than the expiration of twenty-one years after the death of the last survivor of the Beneficiary descendants. Notwithstanding the above, the Trust shall not terminate until the Trustee transfer to the Beneficiary any moneys in the Deposit Account and liquidate any other Trust Assets and transfer the proceeds to the Beneficiary, which actions shall be taken expeditiously and promptly upon the occurrence of a termination event described above.

Section 6.09. Severability: In the event any one or more of the provisions contained in this Trust Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions to effectuate the intentions of the parties as set forth in this Trust Agreement.

Section 6.10. Counterparts: This Trust Agreement may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one agreement.

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

GRANTOR:

By: /s/ Robert Briant Paterson

Name: ROBERT BRIANT PATERSON®

TRUSTEE:

By: /s/ Paterson, Robert Briant

Name: Paterson, Robert Briant

By: /s/ Hunt, Randall Lynn

Name: Hunt, Randall Lynn



Bengu Canbazer
State of Florida
My Commission Expires 07/20/2021
Commission No. GG 126674