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2022 JUN 29 PH II: 23 SEGRETARY OF STATE





AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY

Agreement & Declaration of a Business Trust

					
A	NAT 1		TRUST		
In accordance with S Common Law Decla Board of Trustees of	irations of Trust.	the unders	igned, the Chair		
FLORIDA	T h	(Name of T		1: <i>E</i>	
(State)	Frust neret	эу аппив і	n order to file o	or quarry	
NAT 1 TRUST			in the State	of Florida.	•
(Nar	ne of Trust)				
1. Two or more pers	sons are named i	n the Trust.			
2. The principal add	ress is 5447 Hai	nes Road, S	Suite 230, St. Pe	tersburg, Flo	ori de
33714					
3. The registered ag Diana Keller	ent and street ado	dress in the	State of Florida	a is:	
5447 Haines Road, S	uite 230, St. Pete	rsburg, Flor	ida 33 7 14		·
4. Acceptance by the agent to accept se at the place design registered agent a	rvice of process nated in this affic	for the abo davit, I her	ve named Declar by accept the a	iration of T	
		Registered A	gent)	23	12 February (V)
5. I certify that the a Trust under which Florida.	the association		o conduct its bu	1	9
NOTARY	Name		oard of Trustees	·	
	Filing Fo	re: \$3	50.00		ROSEANNE SANC

Bonded Thre Netsky Public Underwriters

CR2E063(3/00)

AGREEMENT AND DECLARATION OF A BUSINESS TRUST NAT 1 TRUST

This agreement and declaration of trust is made this 21st day of June, 2022, between Dorothy K. Hufnagel, 22404 Lake Village Lane, Brooksville, FL 34601 and Chris Jacobs, 22404 Lake Village Lane, Brooksville, FL 34601 Hereinafter called the Trustees, of enabling the Trustees to hold and manage the Trust to state and to clarify on business as provided below in this declaration.

The Trustees hereby declare that all property now held work wired after the effective date of this declaration by them or either of them or their successors, as Trustees, and all income and profits from such property, shall be by them managed administered, received, collected, disposed of, and distributed for, the benefit of such persons as made from time to time, the owners of certificates of shares evidencing beneficial interests in this trust estate, in the manner and subject to the terms and conditions set forth in this instrument and any amendments to this instrument.

The property now held by Trustees subject to the terms of this Trust consists of the property described and set forth in exhibit A attached hereto and made a part hereof.

1. Character of the Organization.

It is hereby declared that it is now created a Trust, of the type commonly termed a Business Trust, add not a partnership, a corporation, or a joint-stock association.

2. Name and Location

- A. Trustees may be collectively designated as **NAT 1 Trust**, in which name they make and execute contracts and all kinds of instruments, conduct business, acquire and convey real or personal property, and sue and be sued.
- B. The principal office of the Trust shall be at 5447 Haines Road, Suite 230, St. Peterburg, FL 33714 unless and until it's changed by Trustees.
- C. Trustees may or establish such branch offices or places of business as they shall determine to be interests of the Trust.

3. Capital Stock and Shares

- A. The beneficial interests in the Trust shell be divided into 100 shares of the parvalue of \$1.00.
- B. Trustees may sell or exchange such shares to such persons, for such sums or other consideration, and on such terms, as they may deem expedient.
- C. Trustees shall issue or cause to be issued to subscribers for or purchases of such shares, certificates in such form as Trustees deem proper, evidencing the beneficial interests of such share owners.

- D. The certificates shall be personal property and shall entitle owners of such certificates to participate in all dividends and other distributions of income or principal in the proportion which the number of shares of each owner bears to the total number of shares issued and outstanding.
- E. Any Trustee of the Trust may acquire, hold, and dispose of shares in the Trust to the same extent and in the same manner as if he or she were not a Trustee and without affecting in any way his or her status or power as such.

4. Transfer of Shares

- A. The shares of the Trust shall be transferable by an appropriate instrument in writing and by the surrender to Trustees or to the person designated by them, but no transfer shall be of any effect as against Trustees until it has been recorded upon the books of Trustees kept for that purpose. On the transfer any surrender, and recording in of only a part of the shares evidenced by a certificate, a new certificate for the residue shall be issued to the transferor.
- B. The person in whose name shares stand on the books of the Trust shall be deemed to be and treated as the absolute owner of such shares for all purposes of this instrument, and until the existing certificate is surrendered and transfer is recorded as required above. Trustees shall not be affected by any notice, actual or constructive, of any transfer.
- C. Any person becoming entitled to become a shareholder in the Trust as a result of the death or bankruptcy of any shareholder, or in any way other than by transfer in accordance with the above provisions of this article, may receive a new certificate for the share and be recorded on the books of the Trust as the owner of such share, upon the production of proper evidence of his or her entitlement to such share and the delivery of the existing certificate to Trustees or any person designated by them. Until such evidence is produced and the existing certificate is surrendered. Trustees shall not be affected by any notice of the change in title.

5. Loss or Destruction of Certificate

A. In case of the loss or destruction of a certificate of shares, a new one may be issued in its place, on such conditions as Trustees may deem necessary and proper.

6. Effect of Death of Shareholder or Transfer of Shares

- A. The death, insolvency, or incapacity of one or more of the shareholders, or the transfers of shares, shall not operate to terminate or dissolve the Trust or affect its continuity in any way, nor shall such event entitle any legal representative or other person to dissolve the Trust or to partition the Trust property or patternate an accounting.
- B. In the event of the death of a shareholder, or a transfer of shares, the transferees, heirs, legatees, or legal representatives of the decedent or transferor shall succeed to his or her rights.

7. Inspection of Stock Books

A. The stock books of the Trust, showing the ownership of all shares of the Trust and recording all transfers of such shares, shall be subject to inspection by any shareholder or his or her attorney or agent at all reasonable times, under such reasonable conditions as the Trustees may prescribe.

8. Dividends

A. Trustees may, from time to time, declare and pay out of the net earnings received by them such dividends as they, in their discretion, deem proper and advisable.

9. Rights of Shareholders

- A. The rights of shareholders and of transferees and other persons becoming entitled to shares of the Trust shall be subject to all the terms and conditions of this declaration of Trust.
- B. The shares of the Trust shall be personal property, and the ownership of such shares shall not give any person any legal or equitable title in or to the Trust property or any part of such property, but shall only entitle the owners of shares to their proportionate shares of dividends and distributions as provided above.
- C. No shareholder shall have any rights to manage or control the property, affairs, or business of the Trust, or any power to control Trustees in these respects.
- D. No shareholder shall have any right to a partition of the Trust property, affairs, or accounting during the continuance of the Trust.

10. Liabilities of Shareholders

- A. Shareholders shall not be liable for any assessment, and Trustees shall have no power to bind the shareholders personally.
- B. All persons dealing with or having any claim against Trustees or any officer or agent of the Trust shall look only to the funds and property of the Trust for the payment of any debt, claim, damage, judgment, or decree, or of any money or thing that may become due or payable in any way, whether founded on contract or tort, and the shareholders shall not be personally or individually liable for any such debt, claim, damage, judgment, or decree.
- C. No amendment shall ever be made to the declaration of Trust increasing or enlarging the liability of shareholders, without the written consent of all the shareholders.
- D. In every written order, contract, instrument or obligation given or executed by Trustees or under their authority, it shall be the duty of Trustees to insert or cause to be inserted a stipulation to the effect that the shareholders shall not be pable or any debt, demand, or liability incurred by or under the authority of Trustees, and reference shall be made to this declaration of Trust. The letterheads and other stationery used in transactions or correspondence with outsiders shall contain a brief notice to the same effect. However, no failure of Trustees or of the offers?

or agents of the Trust in this regard shall have the effect of rendering any shareholder personally liable.

11. Shareholders' Meetings: Elections

- A. The shareholders shall meet at the principal office of the Trust on June 20, 2022, and shall hold meetings at such office on the 20 day of June, each subsequent year, for the purpose of electing Trustees and of exercising and discharging any other powers or duties vested in them by this instrument.
- B. Trustees may call special meetings of shareholders at any time.
- C. Trustees shall notify all shareholders of the time and place of all meetings of shareholders, whether regular or special, and, in the case of special meetings, shall also give notice to all shareholders of the general purpose of the meeting and the nature of the business to be considered at such meeting, and such special meetings shall be limited to the business thus specified in the call, unless the owners of at least 51% of all outstanding shares consent in writing to the consideration of other matters.
- D. Notice mailed to a shareholder directed to him or her at the address shown on the books of the Trust shall be deemed sufficient for the provisions of this Article and for all other purposes unless written notice of change of address is given to Trustee.
- E. At all meetings of shareholders, the president named by the Trustees, or such other person as may be designated by Trustees, shall preside. Each share shall be entitled to one vote, and shareholders may vote by proxy. The owners of 51% (fraction) of the issued and outstanding shares, or their proxies, shall constitute a quorum for the purpose of any meeting. In the election of Trustees, and on other matters except where it is otherwise provided in this instrument, a majority of the shares represented and voting at the meeting shall control.

12. Number, Election, and Tenure of Trustees

- A. There shall be 2 (two) Trustees. The above named persons are designated as Trustees of this Trust, and they and their successors shall hold for a term of 1 (one) year, and of years and their successors are elected and qualify.
- B. The death, incapacity, resignation, or remove of any or all of the Trustees shall not terminate the Trust or in any way affect its continuity.
- C. Any vacancy among the Trustees occurring during a term of office shall be filled by the remaining Trustees for the unexpired portion of such term.
- D. Every year following the date of this instrument, Trustees shall be elected by the shareholders at meetings held and conducted as provided above. $\Rightarrow \mathcal{E} \Rightarrow$

13. Resignation of Trustees

A. Any Trustee may be removed during his or her term at any regular meeting of Trustees or at any meeting specially called by any Trustee for that purpose, by majority of all Trustees for any cause by them deemed sufficient.

B. Written notification of any special meeting called for the purpose of considering the removal of any Trustee shall be given, mailed, and emailed to each Trustee at least 30 (thirty) days prior to such meeting, but no such notification shall be necessary in the case of the regular meeting of Trustees.

14. Meetings of Trustees and Manner of Functioning

- A. Regular meetings of Trustees shall be held at the principal office of the Trustee at least once a month, at such times as they may time to time fix, and they may hold meetings at anytime for the transaction of any business upon the call of any Trustee. The President or, in his or her absence, any other person as Trustee may designate, shall preside at such meetings.
- B. No informality or defect in the manner of calling or holding meetings, and no failure to call or hold such meeting, shall affect the validity of any action taken by a majority of all Trustees.
- C. A majority of Trustees shall constitute a quorum: and the concurrence of all Trustees shall not be necessary to the validity of any action taken by them, but the decision of action of a majority of Trustees present and voting at any meeting shall be conclusive and binding as the act and decision of the Trustees as a body.
- D. Trustees may delegate to anyone or more of their number the exercise of any power or the performance of any duty that Trustees as a body might exercise or perform.

15. Reports by Trustees

A. Trustees shall annually make a written report of their operations during the preceding fiscal year, showing their receipts, disbursements, and earnings, and the assets and conditions of the Trust Estate. Such report shall be kept on file at the principal office of the Trust at all times and shall be subject to inspection by any shareholder or his or her attorney or agent at any reasonable time; and a copy of summary of such report shall be furnished to any shareholder upon written request.

16. Officers and Agents

- A. Trustees shall appoint from their number a president and a treasurer, and shall appoint from among their number or otherwise a secretary, and such officers shall have such authority and shall perform such duties as Trustees shall prescribe and such as are usually incident to those offices in the case of corporations, so far as applicable and in the absence of adoption of contrary provisions by Trustees.
- B. The terms of all officers shall be fixed by Trustees, and Trustees may at any time, with or without cause, remove or discharge any such officer or any agent or employee; provided, that the removal of an officer as such shall not affect his her status as Trustee

17. Compensation of Trustees

A. Trustees shall receive such compensation, regular or special, as they shall deem reasonable and proper. They shall fix the compensation, if any of all officers and agents appointed by them.

18. General Powers and Functions of Trustees

- A. Trustees shall hold the legal title to all property at any time belonging to the Trust, and shall have absolute and exclusive control, management, and disposition of such property, and absolute and exclusive power and control over the management and conduct of the businesses and affairs of the Trust free from any power of control on the part of the shareholders.
- B. Trustees may hold, manage, deal with, and dispose of the property and business of the Trust in the same manner as if they were the absolute owners of such property, subject only to the specific limitations placed on their powers by this instrument.
- C. The enumeration of powers contained in this article shall not be construed as limiting in any way the general powers conferred on Trustees. They shall have all powers necessary, convenient, or appropriate to the purposes and ends of this Trust and are authorized to take any action that they may deem proper to carry out such purposes.
- D. Trustees shall have the powers, among others, to purchase or otherwise acquire property, and to sell, exchange, lease, mortgage, pledge, or in any manner dispose, encumber, improve, or deal with the property of the trust, or any part of such property or any interest in such property, on such terms and for such consideration and purposes as they deem proper.
- E. Trustees may engage in business, manufacture, and deal in goods, wares, and merchandise, incur indebtedness, borrow or loan money with or without security, enter into contracts of all kinds, execute, accept, discount, negotiate, and deal in commercial paper and evidences of indebtedness, execute conveyances, mortgages, Deeds of Trust, leases, and any other instrument in writing; they may invest and reinvest the Trust funds; they may compromise or settle any suits, claims, or demands or waive or release any rights, relating to the Trust estate or business; they may appoint and employ officers, agents, and attorneys.
- F. Trustees may sue and be sued and prosecute and defend any and all actions affecting the Trust or its business or property, either in the name of the Trust or in their own names.
- G. Trustees may adopt and enforce such bylaws or rules and regulations, not inconsistent with the provisions of this instrument, as they may from time to time deem expedient; they may adopt and use a common seal; they may vote in person or by proxy any stock belonging to the Trust estate, and receive the dividends of such stock.

19. Application of Trust funds

- A. Any act or thing done by Trustees, or by the officers or agents of the Trust under authority from Trustees, shall, as to strangers dealing with such Trustees, officers, or agents, be conclusively deemed to be within the purposes of this Trust and within the powers of Trustees.
- B. No person dealing with Trustees or any of them, or with any officer or agent of the Trust, shall be bound to see to the application by the Trustees of any funds or property passing into their hands or control.

20. Liability of Trustees

- A. No Trustee shall be liable for any act or omission whatsoever of any other Trustee or of any officer, agent, or employee of the Trust.
- B. No Trustee shall be liable for any negligence or error in judgment, or for any act or omission, except for his or her willful breach of Trust.
- C. No Trustee shall be required to give any bond or surety to secure the performance of the Trust.
- D. Every act or thing done or omitted, and every power exercised, or obligation incurred by Trustees, or any of them in the administration of the Trust or in connection with any business, property, or concern of the Trust, whether ostensibly in their own names or in their Trust capacity shall be done, omitted. exercised, or incurred by them as Trustees and not as individuals.
- E. Every person contracting or dealing with Trustees or having any debt, claim, or judgment against them, or any of them, shall look only to the funds and property of the Trust for payment of satisfaction period. No Trustee, officer, or agent of the Trust shall ever be personally liable for or on account of any contract, debt, tort, claim, damage, judgment, or decree arising out of, or preservation of, the Trust estate or the conduct of any business of the Trust. A stipulation or notice to this effect may be inserted in any contract, order, other instrument made by the Trustees or their officers or agents and on stationary used by them, but the omission of such stipulation or notice shall not be construed as a waiver of the above stated provision, and shall not render Trustees, officers, or agents personally liable.

21. Reimbursement and Indomnification of Trustees

imbursement and Indomnification of Trustees

A. Each Trustee shall be indomnified and reimbursed from the Trust estate for angel personal liability, loss, or damage incurred or suffered by him, or her linehiding liability, loss or damage resulting from torts, in the administration of the Trust estate or in conducting any business or performing any act authorized for: permitted by this declaration of Trust or any amendment to this declaration, except such as may arise from his or her own willful breach of Trust, bussuc indemnity or reimbursement shall be limited to the Trust estate, and no shareholder shall be personally or individually liable for such indemnity or reimbursement to any extent.

22. Amendment

A. This declaration of Trust may be amended in any particular, except as regards the liability of shareholders, by Trustees, but only with the consent of the owners of at least 51% or their proxies, voting at a meeting called for that purpose pursuant to notice given as provided in this instrument and specifying the purpose of the meeting and the nature of the proposed amendment.

23. Duration and Termination

- A. This Trust shall continue for a period of fifty years from the date of this instrument unless sooner terminated.
- B. Trustees may terminate and dissolve this Trust at any time, but only with the assent of the owners of at least 90%, or their proxies, voting at a meeting called for that purpose, pursuant to notice given as provided in this instrument and specifying the purpose of the meeting.
- C. On the termination of this Trust by any cause. Trustees shall liquidate the Trust estate, wind up its affairs and dispose of its property and assets at public or private sales, and, after discharging all legal obligations of the Trust, shall distribute the proceeds amongst the shareholders in proportion to their interest, and for these purposes the Trustees shall continue to act until such duties have been fully performed.

24. Governing Law

A. This instrument in the Trust shall be governed by construed and enforced with the laws of Florida.

WITNESS our signatures as of the day and date first above stated.

Dorothy K. Hufnagel

STATE OF FLORIDA COUNTY OF HERNANDO

Sworn to or affirmed and subscribed before me by means of \bowtie physical presence on notarization, on $\bowtie (3.3.2)$ by Dorothy K. Hufnagel.

KIMBERLY COWSS

Notary Public - State or Florida

Commission = Hrt 116886

My Comm, Expires Apr 13 (2015)

NOTARY PUBLIC or DEPUTY CLERK

		Kimbay Gmbs
		[Print, type or stamp commissioned name of notary or clerk]
	Personally known Produced identification Type of identification produced Flonda	Drivers License
		Chris Jacobs
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	to or affirmed and subscribed before me by ration, on 1012212022 by	neans of 🕅 physical presence or [] online Chris Jacobs.
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	KIMBERLY COMBS  Notary Public - State of Florida  Commission a rid 116886  My Comm. Expires Apr 13, 2075	NOTARY PUBLIC OF DEPUTY CLERK  Kimbery Combs
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