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(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

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☐ MAIL

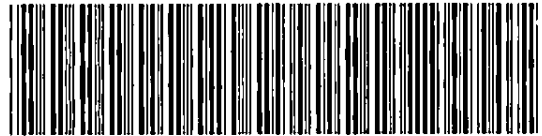
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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S. CHATHAM
MAR 21 2023

03/27/23--01002--005 **358.75

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FBI - CHATHAM

TRANSMITTAL LETTER

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

SUBJECT: THE REGISTRATION OF A DECLARATION OF 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: EDDIE M NUNEZ

Name (Printed or typed)

3725 S. OCEAN DRIVE SUITE 501

Address

HOLLYWOOD, FLORIDA 33019

City, State & Zip

3057478193

Daytime Telephone number

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

NUAC VENTURE TRUST

A BUSINESS ORGANIZATION **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 _____

NUAC VENTURE

(Name of Trust)

FLORIDA

(State)

NUAC VENTURE

(Name of Trust)

Trust hereby affirms in order to file or qualify.

in the State of Florida.

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

2. The principal address is 300 SE 2ND STREET SUITE 600

FORT LAUDERDALE, FLORIDA 33301

3. The registered agent and street address in the State of Florida is:
EDDIE M NUNEZ

3725 S. OCEAN DRIVE 501 FORT LAUDERDALE FLORIDA 33019

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



(Signature of Registered Agent)

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

EDDIE M. NUNEZ

Name: Eddie Manuel Nunez

Chairman of the Board of Trustees

NOTARY

See attached certificate.

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

2023 MAR 27 PM 12:20

FILED

VIRGINIA ACKNOWLEDGMENT

State of Virginia)

County of Roanoke)

On 03/27/2023 before me, Alexander Luis Marin
Date Notary Name

personally appeared Eddie Manuel Nunez
Name(s) of Signer(s)

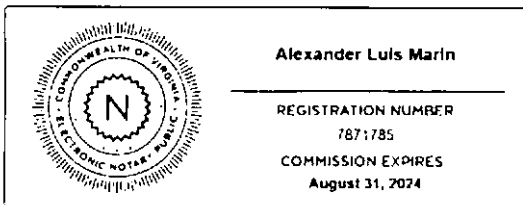
☐ personally known to me -- OR --

☐ proved to me on the basis of the oath of _____ -- OR --
Name of Credible Witness

☒ proved to me on the basis of satisfactory evidence: Driver License
Type of ID Presented

to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and by proper authority, and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) or entity upon behalf of which the individual(s) acted, executed the instrument for the purposes and consideration therein stated.

WITNESS my hand and official seal.



Notary Public Signature: Alexander Luis Marin

Notary Commission Number: 7871785

Notary Commission Expires: 08/31/2024

Notarized online using audio-video communication

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY

Document Date: 03/27/2023 Number of Pages (w/ certificate): 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: eddie manuel nunez

☐ Corporate Officer Title: Chairman of the Board of Trustees

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☒ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer Is Representing: _____

UAC VENTURE

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer Title: _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer Is Representing: _____

**TRUST AGREEMENT
OF
NUAC VENTURE TRUST**

THIS TRUST AGREEMENT (the "Agreement") is made as of March 22, 2023, by NUAC VENTURE CAPITAL, LLC, a limited liability company, domiciled in the United States, ("NUAC") the "GRANTOR" and "SETTLOR" transfers its assets and holdings to NUAC VENTURE TRUST, an investment holding trust, hereafter referred to ("TRUST"), and any of the related sub-trusts and beneficiaries, hereinafter called (the "TRUST MEMBERS"), collectively (the "COMPANY"), and the INITIAL TRUSTEES defined herein.

RECITALS

WHEREAS the Trustee desire to create the Trust for the purposes of transferring the assets, capital deposits, collateral, agreements, resources; and the trusts, sub-trusts, affiliates, joint ventures, affiliates, subsidiaries, and resources of NUAC VENTURE CAPITAL, LLC and its affiliated entities collectively hereinafter referred to as "Nuac" and its related entities worldwide,

WHEREAS it is proposed that the Trustees manage in the manner hereinafter stated such capital and other property which they may hereafter acquire as Trustees; and

WHEREAS, the Trustees have agreed to act as Trustees under the Terms hereof and to hold said property, and any other monies, securities, property and assets, forming part of the Trust Property on and subject to the Trust hereinafter declared.

**ARTICLE 1
IDENTIFICATION OF THE TRUST**

1.1 Name. The Trust created by this Agreement shall be known as the "Nuac Investment Trust."

**ARTICLE 2
PURPOSE OF THE TRUST AND COMPANY**

2.1 Purpose. The purpose for which this Trust and Company is organized and operated are engaged exclusively: (a) to act as an Exempt Investment Company in accordance the Investment Company Act of 1940, Sections 3(c)1 and 3(c)7 and any other provisions under the Act;

(b) to provide asset management and custody services to members and sub-members of the trust, as well as pass through account services to all the members and sub-members either directly or through one of the registered members.

(c) to capitalize and increase the holdings of the Trust, the Company and its related entities, joint ventures, and partnerships.

(d) to establish entities providing capital markets for community development finance, agricultural and trade finance, industrial, manufacturing, housing, and other related financial activities; and

(e) to acquire, hold, and own property and assets in the name of the Trust and Company for the benefit of the members; and to provide asset management, wealth preservation and financial products and services through its affiliates, subsidiaries, and related entities of the Trust and Company.

(f) to act as attorney or agent for the collection, receipt, and payment of money, and for winding up estates, and for the sale or purchase of any movable or immovable property;

(g) to act as agent for the management and control of movable and immovable property for and on behalf of the owners, or for or on behalf of executors, administrators, or trustees.

(h) to act as investing and financial agent and on behalf of executors, administrators and trustees or any other persons whatsoever, and to receive money in trust for financial, investment and to allow interest thereon until invested; and to undertake for and on behalf of executors, administrators and trustees or any other persons whatsoever the negotiation of loans of all descriptions and the procuring and lending of money on the security of any description of property, immovable or movable, or without taking any security on such terms on such terms as may be arranged, or to charge interest upon any such advances.

Provided that nothing herein contained shall be held either to restrict or extend the powers of the Trust and Company as trustee, agent or custodian under the terms of any trust or agency that may be conferred upon it.

(i) to take assets, collateral, or securities of such nature expedient for any moneys owing to the company.

(j) to be custodian on such terms as are agreed upon any moneys, securities, commodities, jewelry, plate, or other valuable property and of papers, documents, deeds, wills, debentures, and other evidence of title or indebtedness.

(k) to receive and manage any sinking, redemption, guarantee, or any other special fund, or deposit and to act as agent for countersigning, registering or otherwise ascertaining and certifying the genuineness of any issue of shares, stocks, certificates, bonds, notes, debentures, or other securities for money of any governmental, municipal or other corporate body or of any association, whether incorporated or not, duly authorized to issue and to make such issue and to hold any such securities as agent or trustee, and to act generally as agent for any such government, municipal or corporate body or association;

(l) to acquire and hold immovable property for the actual use and occupation of the company or of any of its officers and employees; and to erect, construct, enlarge, alter and maintain any buildings necessary or convenient for the said purpose; and to sell or otherwise dispose of any such immovable property if not required for the said purposes;

(m) to hold land which, having been mortgaged or charged to the Trust and Company, is acquired by it for protection of its investments; and, from time to time, sell, mortgage, charge, lease or otherwise dispose thereof;

(n) to deposit the assets and moneys of the Trust and Company not immediately required with any bank or financial institution at interest until the assets or moneys can be more permanently invested, and to invest the moneys of the Trust and Company in accordance with the governing Trust Agreement and regulations;

(o) to borrow monies, and secure repayment thereof with interest, in accordance with the Trust and Company regulations;

(p) to support and subscribe to any charitable or public object and to any institution, society or club which may be for the benefit of the Trust and Company or its employees, stakeholders, families, or may be connected to any city, town or place where the Trust and Company, its affiliated entities may carry on business; to give pensions, gratuities, or charitable aid to any person who may serve or have served the Trust and Company or to the wives, children or other relatives of those persons; to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any person employed or contracted with the Trust and Company;

(q) to carry on business in any state or country where the Trust and Company, its affiliated entities, joint ventures, partnerships, or subsidiaries may be registered from time to time;

(r) to acquire and undertake the whole or any part of the business of any person, company, government or of a like nature to any business which the Trust and Company is permitted to acquire, control, assume, or merge into its operations as set forth herein; and

(s) to do all such other things as are incidental or conducive to the attainment of the objects or any of them.

2.2 Additional Trust Purpose(s). The Trust may have the option of incorporating any other entities, creating joint ventures and partnerships to accomplish the purposes set forth herein.

2.3 Bylaws and Regulations. The Trust and Company shall be governed by the Bylaws and Regulations individually and collectively.

2.6 Trust Date. The above-named Trust is in existence and this Trust instrument was executed on March 27, 2023, in Fort Lauderdale, Florida, the United States. The Trust may also be registered in any other country outside of the United States of America in accordance with the Corporate and Trust regulations of that country of domicile.

ARTICLE 3

DEFINITIONS

3.1 Definitions. As used in this Agreement, the following terms shall have the indicated meaning:

"Beneficiary(ies)" has meaning described in Article IV.

"Code" shall mean the United States Internal Revenue Code of 1986, as amended, and any applicable regulations hereunder.

"Company" shall mean any of the related entities of NUAC VENTURE CAPITAL LLC collectively, including its affiliated entities, subsidiaries, joint ventures, or partnerships either directly or indirectly controlled and owned by the Trust and its Beneficiary(ies).

"Effective Date" shall mean the date first stated above.

"Grantor" shall mean NUAC VENTURE CAPITAL LLC the creator of the Trust and its legal provisions.

"Initial Trustees" means any duly appointed members of Group Green Capital Holdings as of the Effective Date who are listed in Schedule B attached hereto and who have executed this Agreement below.

"Purpose" means the purpose for which the Trust and Company is formed in Article 2.

"Settlor" shall mean "NUAC VENTURE CAPITAL LLC" as "Settlers."

"Trust" shall mean NUAC VENTURE TRUST, or any other trust created by the Grantor and and/or Settlor, relating to this Trust.

"Trust Assets" shall mean any asset acquired, deposited, pledged, purchased, or transferred into the custody and care of the Trust and Company, any subsidiary or affiliated entity as Owner or Trustee.

"Trustee or Trustees" means, subject to the provisions of Article 6 below, the Initial Trustees, and any individual that becomes a successor Trustee hereunder.

ARTICLE 4 MEMBERS

4.1 Members. Members shall mean person, individual, business, corporation, governmental entity, partnership, limited liability company, trust, or any other type of entity that ascribes to one of our Trust Programs and ascribes to the governance of our Bylaws.

4.2 Membership Types. The Trust and Company shall have the following types of membership classes.

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General Member. Any individual or family that ascribes to this non-voting membership category by maintaining a trust or sub-trust with the Trust and Company.

Business or Corporate Member. Any business, corporation, limited liability company, joint venture, partnership, or any other statutory incorporated or non-incorporated entity that ascribes to this non-voting membership category by maintaining a trust or sub-trust with the Trust and Company.

Institution or Trust Member. Any financial institution, governmental agency, political sub-division, association, organization, or trust member that ascribes to this non-voting membership category by maintaining a trust or sub-trust with the Trust and Company.

4.3 Membership Trust Account. Each subscribing member shall have at the time of their trust membership investment have opened a Member Trust Account under the Trust in their designated name, to provide both financial and non-financial products and services either directly or indirectly through our Nuac venture Affiliated Entities or any other third-party financial institutions within the United States, or internationally.

ARTICLE 5 TRUST PROPERTY

5.1 Trust Property. The Initial Trust Property and Trust Property" shall consist of and mean the said initial sum of \$100.00 (One Hundred Dollars United States Dollars) delivered to the Trustees as aforesaid together with all amounts accumulated by the Trustees and such additional property and assets, real or personal, moveable or immoveable, which the Grantor and/or any other person or persons, company or companies, trust or trusts may at any time and from time to time with the approval of the Trustees pay, transfer, lend, assign or convey into the name or under the legal control of the Trustees to be held upon the Trust herein contained or which may at any time hereafter in any other manner become subject to the Trust hereof and shall include any and all property and assets, real or personal, in which the same may be invested by the Trustees or into which the same may be converted by the Trustees, at any time or from time to time, as well as any additions or accretions thereto;

5.2 Trust Property Held by Trustees. The Trust Property shall be held, administered, dealt with and disposed of by the Trustees in trust, upon the trust and for the purposes hereinafter set forth (for the benefit of the Beneficiaries).

5.3 Trust Property Investments. The Trustees shall invest and keep invested the Trust Property in the manner as hereinafter set forth. Until the Final Distribution Date, the Trustees may, in their absolute and unfettered discretion, pay any amount or amounts out of the Net Annual Income derived from the Trust Property to or for the benefit of anyone or more of the Beneficiaries at such time or times, in such proportion or proportions, and in such manner as the Trustees, in their absolute and unfettered discretion, shall determine. In making any such payments of the Net Annual Income, the Trustees may, in their absolute and unfettered discretion, completely exclude any one or more of the Beneficiaries. The Trustees shall accumulate any amount or amounts of the Net Annual Income derived from the Trust Property and not paid over to or for the benefit of any one or more of the Beneficiaries and shall add such amount or

amounts of the Net Annual Income derived from the Trust Property and not paid to or for the benefit of any one or more of the Beneficiaries to the capital of the Trust Property.

5.4 Initial Trust Asset Transferred. The Initial Trust Assets transferred under the Trust Agreement to the Trust is as follows: Fifty (50) percent% of ACWATECH CORP REVENUES PROFIT SHARING WITH NUAC VENTURE CAPITAL, LLC.

SEE SCHEDULE A

5.4 Additional Trust Assets. The Members and the Trustees may at any other time continue to transfer addition assets to the Trust or to their Member Trust Account.

5.4 Bank Accounts; Additional Contributions. The Trustees shall, promptly after the execution of this Agreement, establish and maintain a bank account(s) in the name of the Trust and may receive funds for the Trust, as appropriate, to be held in the bank account or other accounts. The Trust may have the option of maintaining additional bank, custody, investment, and trust accounts managed by the Trustees in order to hold other assets in the name of the Trust and the Member Trust Accounts.

ARTICLE 6 TRUSTEES

6.1 Trustees; Successor Trustees:

- (a) The Trustees shall consist of Eligible Persons who have agreed in writing to become, and to fulfill the duties of, Trustees hereunder. No Person, who is not an Eligible Person, shall be permitted to become a Trustee hereunder. Individuals shall be eligible to be Trustees so long as they are Eligible Persons. In the event from time to time individuals who are not currently Eligible Persons become Eligible Persons, such individuals shall become Trustees hereunder upon agreed in writing to become, and fulfill the duties of, Trustees hereunder. By executing this Agreement, the individuals listed on the signature page hereto under the heading of "Initial Trustees" are agreeing to become, and fulfill the duties of, Trustee hereunder, and no further writing or instrument, shall be necessary in order for individuals to become Initial Trustees hereunder.
- (b) If a Trustee ceases to be an Eligible Person, such Trustee shall automatically be removed as Trustee hereunder and shall, upon the request of the remaining Trustees, confirm such removal in writing. No vote or action taken by any Trustee (other than moral turpitude or resignation by a Trustee) following his or her ceasing to be an Eligible Person shall be effective or valid for any purpose whatsoever, and such individual shall not be included in the number of Trustees for the purposes of determining quorum or the number of Trustees necessary to approve or authorize an action in accordance with Section 7.1.
- (c) Notwithstanding the foregoing, if for any reason there are fewer than three individuals serving as Trustees, then NVT, or the NVT's successor as the leadership shall appoint one or more

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individuals to serve in a temporary capacity as Trustee(s) until succeeded by Eligible Persons, so that there are always at least three Trustees.

- (d) Any successor Trustee shall succeed to all the powers, authorities, rights, discretions, immunities, estates, titles, duties, and obligations of a Trustee hereunder, without the necessity any conveyance or the taking of any action whatsoever.

6.2 Qualification. Any Person that is at least Twenty (20) years of age, and is an active member of the Trust and Company. To the extent permitted by law, no Trustee, whether a resident of the State of FLORIDA or otherwise, shall require to:

- a. Take actions or meet requirements to qualify as a Trustee other than as required by Section 6.1(a);
- b. In the case that a person is not a resident of the State of Georgia, file submission to jurisdiction or appoint an agent for service of process in the State of Georgia, or any other state wherein we have established a Trust or Company office to provide services to our members;
- c. Furnish any bond or surety; or
- d. Issue or make accounts with respect to the Trust or the property contained therein or for their actions as a Trustee, to a Commissioner of Accounts or any other Person, either upon becoming a Trustee or from time to time thereafter.

Notwithstanding the foregoing, to the extent the applicable law requires any Trustee to undertake any of the actions described in items (a) to (d) above, such Trustee hereby agrees (1) to submit to the jurisdiction of the Commonwealth of Puerto Rico (in the case of item (b)), (2) to undertake such action and (3) to file with the appropriate Person any documents, instruments, agreements, or certificates required in connection therewith.

ARTICLE 7 POWERS, RIGHTS, AND OBLIGATIONS OF TRUSTEES

7.1 Trustees and Administrators. The Trustee or Trustees of the Trust is / are: Executive Trustees of NUAC VENTURE CAPITAL, LLC and Eddie Nunez and the persons selected by the Executive Trustees Board; and any other entities may be appointed Trustees from time to time to the Trust by written Special Minutes and Resolution

7.2 Trustees Appointment Powers. The Trustees and Administrators shall appoint banks, brokerage firms, custodians, escrow agents, investment advisers, and licensed financial institutions located within the United States and outside of the United States to maintain assets, collateral, and reserves as required for the operations of the insurance and financial operations of the Trust.

7.3 The Trustees shall have power and authority to make any payments hereunder, for so long as any of the Beneficiaries are not of the full age of majority under the laws of his/her domicile, to the parent or tutor or guardian or individual having the custody or control of any such person, whose receipt shall be a sufficient discharge to the Trustees, who shall not be bound to see to the application of any monies so paid.

7.4 The Trustees may make any payments, provisions, apportionments, or distributions which may be required under the terms of this Trust in whole or in part in monies, securities or other property comprising the Trust Property, and every apportionment and distribution, and valuation therefore, which in the discretion of the Trustees shall seem equitable, shall be final, conclusive and binding upon all persons interested hereunder.

7.5 The Trustees may, in their uncontrolled discretion, borrow money on security or without security from time to time for any purpose that they deem advisable and upon such terms and conditions as they may deem advisable, and as security therefore they may mortgage, hypothecate, or otherwise charge the Trust Property or any part thereof, and may make, execute and deliver under seal or otherwise such notes, bonds, hypothecs, mortgages, or other obligations as may be required.

7.6 The Trustees may in their absolute discretion determine in the case of investments purchased or sold at a premium or discount or in the case of any monies received, whether such premium, discount or amount received shall be credited to or charged against capital or income; and shall further determine, in their absolute discretion, in case of receipt of stock dividends or stock holders subscription rights from stocks held as Trust Property whether such stock dividends, subscription rights or the proceeds thereof, in case the same should be sold, shall be credited to capital or income.

7.7 The Trustees shall not be liable for any error in judgment or for any act of omission or omissions not amounting to actual fraud in the management and administration of the Trust Property.

7.8 In effecting any distribution of benefits under the present Trust the Trustees shall withhold and appropriately remit such amounts as are respectively required under the Income Tax laws, the United States of America or any applicable country Income Tax laws.

7.9 The Trustees are authorized and empowered to execute all deeds and documents and to do all things that may be necessary or appropriate to carry out the powers herein granted.

7.10 Whereas as the time of execution of the present Agreement, there were Two (2) Trustees appointed, the Grantor may at all times during the term of the trust increase the number of Trustees holding office, by appointing another person or other persons or corporation, by instrument in writing, to act as Trustee or Trustees in addition to the existing Trustees; provided that no such appointment shall take effect until after such time as the existing Trustees have provided a proper accounting of the Trust Property from the time of their designation as Trustees until the date of such appointment. The Grantor may also, at any time during the term of this trust, decrease the number of Trustees holding office, by delivering to any Trustee an instrument in writing relieving such Trustee of his office.

ARTICLE 8
TRUST OFFICES AND AGENCIES

8.1 Trust Office and Agency Offices. The Trust documents shall be maintained at the trust office of NUAC VENTURE CAPITAL LLC located at: 300 SE 2ND Street, Suite 600 Fort Lauderdale Florida 33301 or at any other offices within the United States or outside of the United States.

8.2 Trust Partnership Offices. The Trust and the subsequent Partnership shall operate outside of the United States wherein the Partnership shall be legally registered to operate, which may be established from time to time.

ARTICLE 9
EXECUTIVE COMMITTEE(S) AND ADMINISTRATORS

9.1 Executive Committee and Administrators. An Executive Committee consisting of not more than five (5) persons of the Beneficiary(ies) and not less than two (2) persons of the Beneficiary(ies). Said Executive Committee shall operate as an administrative Board of Directors of the Trust, affiliates, subsidiaries and any investments owned or controlled by the Trust.

9.2 Hiring an Administrator. The Trustees and Executive Committee shall hire one (1) Administrators for the management of the daily activities of the Trust, its investments and related activities of the Trust.

ARTICLE 10
ASSET MANAGERS AND CUSTODIANS

10.1 Appointment of Asset Managers and Custodians. The Trust under the powers of the Trustee has the powers to appoint internal or external qualified asset managers, banks, custodians, private vaults, security companies, and trust companies for the care and maintenance of the assets of the Trusts and the assets of any of the Member Trusts.

10.2 Qualifications of Asset Manager(s) and Custodian(s). Any Asset Manager or Custodian being appointed by the Trust may be authorized, licensed or operating under a claim of exemption, but shall provide to the Trustees its financial institution bond or surety, if it is an outside entity, as well as provide any other documents that may be required for the safety and security of the assets and funds being placed with them from the Trust.

ARTICLE 11
TERM

11.1 Term. The Trust shall be for an indefinite term; provided, however, that, if this Agreement would be unenforceable in the event that were to continue in perpetuity or otherwise violate the Rule against Perpetuities, then the Term of this Agreement shall be limited to the maximum period permitted by law.

11.2 Distributions Upon Dissolution. Upon the termination or dissolution of the Trust for any reason, the Trust Assets shall be distributed to an organization to be used in furtherance of the Purpose, after the payment or making the provisions for the payment of all of the liabilities of the Trust; provided that neither of the Settlers nor any affiliate of either Settlor shall so receive any Trust Assets. Any such Trust Assets not so disposed of shall be disposed by a court of competent jurisdiction of the county in which the principal office of Trust is then located, exclusively for such Purpose.

ARTICLE 12 BENEFICIARIES

12.1 Beneficiary(ies). "Beneficiaries" mean and include the following persons, that is to say: Members of the Trust and Company, its sub trusts, members, subsidiaries and affiliated entities which are designated in Exhibit B, for the purposes hereof be deemed to be a Beneficiary).

12.2 Additional Beneficiaries. Foundations, Corporations, Spouses, Family Members, sons and daughters of the Beneficiary, with representation, per stripes, in favor of the issue of the additional Beneficiary(ies) in the event that the Beneficiary dies during the term of this Trust (and in the latter case, the issue of the additional Beneficiary shall for the purposes hereof be deemed to be a single Beneficiary).

ARTICLE 13 SETTLOR AND SETTLORS

13.1. The Settlers. The settlor / settlers of the Trust is /are: VENTURE CAPITAL LLC, Eddie Nunez, and the named Beneficiary(ies) in the Trust. The Settlor / settlers legal address shall be located at: 3725 S. Ocean Drive Suite 501, Hollywood, Florida 33019, or any other address that may be added from time to time.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 Miscellaneous Provisions. The Trust is an Express Trust with Special Purpose Trust provisions for the named Beneficiary(ies). The Trust named herein shall be revocable, while the Beneficiary(ies) have outstanding debts and obligations owed in accordance with its terms and conditions set forth. Upon the conditions being met as determined by the Trustees this Trust shall become irrevocable and all the Trust property shall belong to the named Beneficiary(ies).

14.2 Conditions of the Trust. Upon the conditions being met, the Trust Property and benefits accruing therefrom to any one or more of the Beneficiaries shall remain the sole, separate and exclusive property of such Beneficiary and shall not fall into any community of property or partnership of acquests nor shall be included in any calculation of such Beneficiary's "trust property" as determined by any law relevant to such Beneficiary in the event that they or any one of them should marry or are married., outside of their mutual benefits as a Trust member.

ARTICLE 15
SPECIAL PROVISIONS

15.1 Special Provisions of the Trust. Special Provisions under the Trust include the following:

- (a) The Trust and the related entities shall provide banking, card, lending, investment and other services through its affiliated offices of various banks, financial institutions, insurance companies.
- (b) The Trust shall receive all of the Initial Capital Assets referred to in Exhibit A of the Trust Agreement in the amount reflected in the Exhibit A and deposit said capital assets into the designated Trust Account included within the Exhibit A of this Trust Agreement.
- (c) The Trust shall be capitalized with the transfer of the assets from TBD its affiliated financial entities, and the members of the Trust.
- (d) The Trustees of the Trust shall cause additional Assets to be added to the Trust and transferred to itself at its own discretion.

15.2 Title to Trust Assets. Title to Trust Assets upon the release of liens, pledges and security agreements shall be transferred to the Trust and the beneficial interest of the member in accordance with the full provisions of the Trust Agreement of the Trust.

15.3 Certification of Trust. The Trust may be revoked, modified, or amended in any manner which would cause the misrepresentations contained in the Certification of Trust to be incorrect.

15.4 Entire Agreement. This Agreement constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, between the parties, with respect to the subject matter of this Agreement.

15.5 Governing Law. This Agreement and the Trust created hereby shall be governed in accordance with the laws of the State of FLORIDA concerning trusts and estates, without giving effect to the conflict of law principles thereof. The original place of administration of the Trust shall be AMESBURY, MASSACHUSETTS and may change after of period of time from the Trust effective date.

15.6 Counterparts. This Agreement may be executed in counterparts, each of which, including those fax signatures, shall deemed an original and all which counterparts taken together shall constitute one and the same instrument.

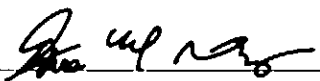
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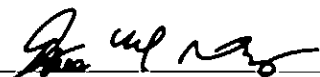
WHEREOF ACTE:

THUS DONE AND PASSED at the said City of Fort Lauderdale, Florida , on this March 22, 2023 and remains of record in the office of the Trustee(s) the above signed under the Number of his / (her) / their original Trustee Minutes and properly recorded in the books of their offices located at: 300 SE 2nd Street Suite 600, Fort Lauderdale, Florida 33301 and shall be legally recorded within the United States of America and any other jurisdiction located around the world.

This Deed of Trust Agreement is being signed by all the currently acting Trustees of the Trust, which is dated: March 22,2023.

Grantor

Signed By: 
Eddie Nunez
For Nuac Venture Capital LLC

Signed By: 
Eddie Nunez, Executive Trustee

SCHEDULE A
INITIAL TRUST PROPERTY

As of March 22, 2023, on the date the Trust was created and certified, NUAC VENTURE CAPITAL LLC as Grantor(s) transferred for following property to the Trust, a sum of \$100.00 USD (One Hundred United States Dollars).

FILED

2023 MAR 27 PM 12:20

SEC. 10.10.10.10.10.10

**SCHEDULE B
INITIAL TRUSTEES**

Name

Nuac Venture capital LLC
Eddie Nunez

SCHEDULE C

Beneficiary Name(s) and Address	Interest
NUAC VENTURE CAPITAL LLC	80%
Eddie Nunez, Children, and Siblings	20%
Total Interests	100%

FILED
2023 MAR 27 PM 12:20
SEATTLE COUNTY CLERK
JULIE A. STONE

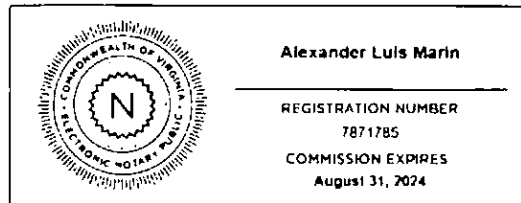
CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

Virginia
STATE OF "STATE")
Roanoke
COUNTY OF "COUNTY")

On March 27, 2020, before me, Alexander Luis Marin, (Notary Public), personally appeared / personally known to me: Mr. Eddie Nunez – Executive Trustee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of ~~XXXX~~ that the foregoing paragraph is true and correct.
Virginia

WITNESS my hand and official seal

Alexander Luis Marin



Notarized online using audio-video communication

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2023 MAR 27 PM 12:20
SECRETARY OF STATE