

D23000000031

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

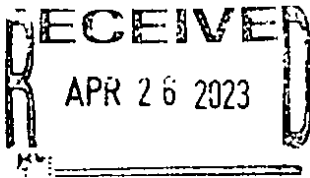
MAIL

(Business Entity Name)

(Document Number)

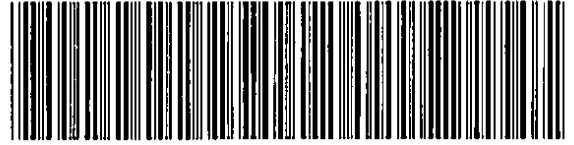
Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:



W23000077587

Office Use Only



900407794329

01 APR 2023 01:17 PM

23 MAR -11 AM 7:17
SUBMITTED TO
FALL COUNTY, OH

FILED

M
4/2/23

TRANSMITTAL LETTER

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

SUBJECT: Southern Light Trust

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

FEES:

Declaration of Trust \$350.00

OPTIONAL:

Certified Copy \$ 8.75

FROM: Samuel Barker

Name (Printed or typed)

407 Lincoln Rd. Suite 6H PMB 7039

Address

Miami Beach, Florida 33139

City, State & Zip

323-829-9442

Daytime Telephone number

RECEIVED

APR 26 2003

23 MAY -11 AM 7:17
RECEIVED
FBI
FBI

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

Southern Light Trust

A Irrevocable **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 Southern Light Trust, a

Texas (Name of Trust)

Southern Light Trust Trust hereby affirms in order to file or qualify

Southern Light Trust, in the State of Florida.

(Name of Trust)

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

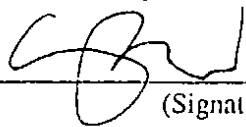
2. The principal address is 407 Lincoln Rd. Suite 6H PMB 7039

Miami Beach, Florida 33139

3. The registered agent and street address in the State of Florida is:
Samuel Barker

407 Lincoln Rd. Suite 6H Miami Beach, Florida 33139

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.

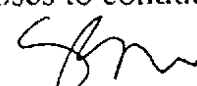


(Signature of Registered Agent)

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.

Rita E. Abshire
Rita E. Abshire
NOTARY

6-20-2023


Name: SAMUEL BARKER
Chairman of the Board of Trustees



0663(3/00)

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

23 MAY -1, AM 7:17

FILED

CONTRACT and DECLARATION of IRREVOCABLE TRUST

Pursuant to the Common Law Right of Contract

The Private Participants to this Contract

Create the Irrevocable Trust of

Southern Light Trust

FILED
2017-11-17 PM 7:17
CLERK OF COURT
JULIA A. BROWN

DECLARATION of IRREVOCABLE TRUST

This Contract and Irrevocable Trust is established under the Common Law Right of Contract within the State of Texas, by and between the undersigned Grantor Samuel Barker, Trustee Samuel Barker, Co-Trustee Lisa Mocerri Barker and Successor-Trustee Harrison Barker as an Irrevocable Trust and shall be administered by the people holding legal title to the Trust assets in the Trust, not as individuals, but collectively as herein set forth and are empowered to function under the name of the contract in trust form for the benefit of the beneficiaries, to whom, reserving privacy, are named in Trust Minutes at the discretion of the Grantor.

DECLARATION of AUTHORITY

This Contract shall serve as the Trustee's/Board of Trustees, and/or Agent's guide from time to time, directed by further resolutions of the Trustee(s), covering contingencies as they arise and are recorded in the Minutes of its meetings. Trust Minutes are only a portion of the rules and regulations of this Trust which said Minutes are to be substantiated by all Trustee(s) of this Trust alone, thus leaving for determination of the courts only the question of conscientious dealing of those persons or Agents.

The Trustee(s) shall have all power necessary, convenient, or appropriate to effectuate the purpose and intent of this Trust; and shall have the reserved right to take any action which it deems necessary, desirable, and or proper to carry out such purposes, provided, however, that those purposes and actions shall not be inconsistent with the provision or indentures herein nor be contrary to law. The purposes of this Trust shall be construed to be within the meaning of Title 26 Section 508(c)(1)(a) for federal tax purposes and is exclusively charitable, educational, and or religious, but not limited to the definition provided by statute, but by the provisions and the intent agreed upon in this Trust. Any determination of the purpose of this Trust, made in good faith by the Trustee(s), shall be conclusive. In construing the purpose and intent of this Trust Indenture, Declaration, and Trust Minutes, the presumption shall be in favor of the grant of power to the Trustee(s).

NAME and SITUS of TRUST

The present name(s) and the situs/address of this Irrevocable Trust shall be set forth below, but the Trustee/Board of Trustees shall have the power to change situs to any other place which shall be deemed necessary to the operation of this Trust. For the purposes of receiving mail, the following address will be used:

1321 Upland Dr.
PMB 20973
Houston, TX 77043

2017-11-17
11:17
11:17

11:17

AGREEMENT of CONTRACT

TERMS of TRUST

1. This Trust shall be established for an initial term of 21 years. The Trustee(s) shall by unanimous decision, renew its operation for new terms, each term not to exceed 21 years, ad infinitum. The Trustees, at their unanimous discretion, may terminate the Trust at an earlier date and distribute assets to the Beneficiary(ies) as their pro-rata interests vests.

FUNDING of TRUST

2. The Grantor shall execute and cause to deliver to the Trustees of this Trust all documents necessary to convey rights, titles, and interests in and to any real property transferable to this Trust and other such documents as may be required. The Grantor shall hereby grant to the Trust which the Trustee(s) shall hold title to collectively, hold all rights, title and interest to any personal property, notes receivable, stocks, bonds, commodities, cryptocurrency, other digital assets, or any other investments and securities contracts for the benefit of the Beneficiaries. Schedule A form can be attached to grant additional assets into the Trust.

TRUSTEE RESIGNATION

3. Upon proper notice to Trustee(s), any Trustee with properly signed resignation, may withdraw from the Board. The protector, if appointed, shall have the right to designate a Successor Trustee. If no Successor Trustee is designated by a protector, the remaining Board of Trustees shall have the right to designate a Successor Trustee. Such Successor Trustee shall not be liable or responsible in any way for the acts or defaults of any predecessor Trustee, but the Successor Trustee shall be liable only for his/her own acts or defaults with respect to the Trust Funds and/or assets actually received by him/her as Trustee. Every Successor Trustee shall be vested with all the duties, titles, and powers, whether discretionary or otherwise, of the original Trustee.

DISTRIBUTION of BENEFICIAL UNITS

4. In equal exchange for the conveyances described in this Contract, The Trustees shall have the right to issue to the Grantor/Creator named herein a Certificate evidencing one hundred (100) Units of Equitable Ownership. These Units are non-transferable. The Trustees, on written order of the Grantor/Creator, shall transfer the future right to receive distribution of said 100 Units of Equitable Ownership to, and among, the designated Beneficiaries, if any, by canceling the original Certificate and Issuing new Certificates of Beneficial Interest. This right of distribution of the Beneficial Interest is personal property of the holder, and all rights to that property are possessed by the holder

UNITY of BOARD of TRUSTEES

5. The Trustees(s) so nominated and appointed, shall administer this Trust, sitting as Board of Trustees, for the benefit of this Trust as a whole, and not as individuals for separate Trusts, through which they are associated.

23107-14 11:17
57107-14 11:17

AGREEMENT of CONTRACT

DEATH of TRUSTEE

6. The Protector, if appointed, or the Board of Trustees shall designate one or more Successor Trustees. Upon the death, permanent disability, or resignation of any Trustee of this Trust, the Protector, if appointed, or the Board of Trustees shall by unanimous vote, if they deem necessary, appoint one or more of the Successor Trustees to be a Trustee. Should there be no Protector appointed or be no remaining Trustees to appoint a Successor Trustee, the Beneficiaries may, by unanimous vote, appoint one or apply to a court of competent jurisdiction to appoint one, who shall have all powers of the original Trustees.

TRUSTEE'S AGREEMENT of DUTIES

7. By signing and acknowledging this Agreement, the herein appointed Trustees accept, and will perform, all of the duties incumbent upon them as Trustees of this Trust. Whenever new or Successor Trustees are elected or designated for this Trust, the property of this Trust shall be vested in them collectively as the Board of Trustees without the need of any further act or conveyance.

ADDITIONAL CORPUS

8. The Grantor or any other person may, with the Trustee(s) consent, at any time during the term of this Trust, add to and increase the Trust's corpus as long as it remains consistent with the intent and purpose of this Trust and the provisions found therein.

TRUSTEE'S ACCEPTANCE of CONTROL of CORPUS

9. The Trustees hereby accept control over the corpus of this Trust and by their signatures to this document, they agree to fulfill the duties therein set forth and that they pledge their best efforts and interest to preserve and protecting the assets of this Trust for the benefit of the Beneficiaries.

MINUTES of TRUST

10. The Trustees shall meet from time to time to enact Minutes which, when entered into the records of the Trust, shall constitute the authority and official guide for the actions of the Trustees and/or Agents in executing their duties. Such Minutes shall conform to the guideline and mandates set forth in this Indenture and shall be binding. These Minutes are to be kept private, and are not to be loaned, read, or disclosed to anyone at any time, unless it is determined by unanimous consent of the Board of Trustees of this Trust that disclosure of a particular Minute would be in the best interest of this Trust. Notarization is not required when inked fingerprints or signatures of all Trustees appear in the Minute's sheet(s).

DESIGNATION of TRUSTEES

11. The Board of Trustees may elect one of their members as an Executive Trustee, Secretary Trustee, Treasurer, Manager, and/or any position the Board of Trustees deems necessary. The Board of Trustees, through instructions received from the Grantor, shall appoint a Protector, whose sole responsibility shall be to protect the interests of the Beneficiaries hereof, by having the power to remove any Trustee, upon written notice, only when it has been determined that said Trustee has acted in bad faith or in violation of these Indentures. The Protector may, as he or she deems necessary, appoint a qualified Trustee or Successor Trustee as a replacement. In the event that a Protector resigns, is incapacitated, or dies, the Beneficiaries shall, if so desired, provide the Trustees a selected Successor Protector. If the Trustees and beneficiaries fail to appoint the selected Protector, the Beneficiaries may apply to a court of competent jurisdiction to resolve the dispute.

23 MAY - 11 PM 7:17
FBI

AGREEMENT of CONTRACT

DUTIES OF TRUSTEES

12. It shall be the duty of the Trustees to manage the Trust property for the benefit of the Beneficiaries in a manner which said Trustees deem the most desirable and beneficial. In doing so, the Trustees may perform any act that would be legal and proper for an individual, subject to the restrictions of applicable law and the provisions contained in the Indentures. Furthermore, the Trustees by duly noted Minutes, shall adopt their own rules and regulations to be guided in carrying out their duties as Trustees.

BANK ACCOUNT & FINANCIAL ACCOUNTING

13. The Trustees shall, if deemed necessary, establish separate bank accounts or other means of proper financial accounting for this Trust, in which funds of any type including but not limited to bank and investment accounts shall be secured; and the Trustees shall determine at their discretion, the authority by which payments may be distributed or withdrawn out of their duties as Trustees as well as determine the apportionment between income and principal of the trust.

DECISION of MONEY DISBURSEMENT

14. No decision of the Trustees, or any disbursements of funds, shall be effective or binding unless authorized by the Board of Trustees, and properly entered as a Minute in the permanent record of the Trust, however, the Board of Trustees may confer upon a designated Trustee and/or Agent certain limited powers, to make day to day necessary disbursements and other decisions in the due course of ordinary concerns. Such disbursements and decisions shall be subject to subsequent review and approval by the Board of Trustees.

REGULAR MEETINGS of BOARD of TRUSTEES

15. The Trustees shall, by a Minute properly inscribed in the official record, make provisions as to the time and place for holding regular meetings. No decision shall be effective or binding unless ratified by the Board of Trustees. An emergency meeting of the Board shall be called, upon written request of any member of the Board of Trustees.

RECORDS of TRUST

16. The Trustees shall maintain well-kept books, accounts, and records, and shall preserve proper Minutes of meeting and record all decisions therein relative to this Trust. All such records shall thereafter and permanently be available to the Trustees at all times but, shall be confined to the confidentiality and privacy deemed necessary in order to protect and conserve the privacy of this Trust.

CONTRACTING of SERVICES

17. The Trustees may contract for services deemed necessary or desired for the proper operation and administration of this Trust. The Trustees may compensate anyone, including themselves, in a reasonable amount, for the necessary functions performed incidental to the operations of this Trust, provided that the contractual services and contracted services do not violate the intent and purpose laid out by the Grantor in the Indentures found in this Trust.

TRUSTEE REMOVAL

18. A Trustee may be removed as fiduciary by the unanimous vote of the Board of Trustees, by the Protector, or by a court of competent jurisdiction, when found guilty of fraud, theft, conversion, or other legal cause. This action may be brought by the Grantor, a Trustee, or a named Beneficiary.

23 MAY -1, AM 7:17

FILED

AGREEMENT of CONTRACT

LIABILITY of TRUSTEES

19. The Trustees of this Trust shall serve without bond, and that, as individuals, none of them shall be held personally responsible for any debts or obligations incurred by this Trust, except for actions of any Trustee found by a court of competent jurisdiction to be violating the purpose, intent or provisions found to be fraudulent or otherwise illegal.

USE of TRUST'S PROCEEDS

20. The proceeds of this Trust shall not be accessed for relief for the Grantor's judgment or otherwise personal obligations. Trust's proceeds are for use as Trustees decide, without limits, in the best interest of the Beneficiaries to this Trust.

DISTRIBUTION of PROCEEDS

21. The Trustees must distribute to the Beneficiaries all or any portion of the proceeds of this Trust, after necessary costs and expenses of the Trust are paid. When any such distribution is made, it shall always be in direct ratio to the proportional right to receive distribution held by Beneficiaries, as evidenced by the Certificates. Specific distribution on an itemized basis can be found in Minutes and or the Schedule A form(s). "Proceeds" means any increase of the Corpus of this Trust which may be identifiable as taxable either by law or by voluntary submission.

DISTRIBUTION to BENEFICIARIES

22. No distribution or other benefit shall accrue to any Beneficiary or other individual, except as set forth in these Indentures. The Trustees shall determine what constitutes the principle of Trust assets, total proceed therefrom, distributable proceeds to the Beneficiaries, and shall allocate between principle and proceeds.

AUTHORITY to LEND/ BORROW MONEY, MAKE INVESTMENTS

23. The Trustee(s) shall have the power to lend money, or to borrow funds, for the benefit of the Trust, using Trust assets as collateral. That it may also make any desirable investments, then available under existing law; but they shall have no authority to perform any actions if they are determined and found by Trustee(s) of this Trust, by unanimous vote, or of competent jurisdiction, to violate the intent and provisions in these Indentures.

TRUST is IRREVOCABLE

24. This Contract & Declaration of Trust creates only an Irrevocable Trust, and not a Corporation, Partnership, or Association.

TRUST is a SEPARATE ENTITY

25. The Trust created herein is a separate and independent legal entity and, as such, cannot be held legally responsible for any debt or obligation incurred personally as an individual by the Grantor/Creator, any Trustee, and/or Agent, or any Beneficiary.

BENEFICIARIES' CONTROL OF TRUST

26. No Beneficiary, as such, shall be empowered to control the Trustee and/or Agents in any way, nor to dictate management or investment policy of the Trust, nor to determine the disbursement of the Trust proceeds or corpus. However, The Trustees, at their discretion, may inform the Beneficiaries of the financial condition, operations, and activities of the Trust.

23 MAY - 4 AM 7:17

FILED

AGREEMENT of CONTRACT

OPERATION and CONTINUITY

27. Neither the death, insolvency or bankruptcy, or the removal as fiduciary of any Trustee or Agent, or any holder of Certificate or Beneficial Interest or equitable ownership shall in any way affect the operation or continuity of this Trust.

LIABILITY of TRUSTEES

28. The Trustees and/or Agents shall not personally be held liable or responsible while performing their duties according to the mandates of this Trust for any investment or other losses resulting in no fault of their own.

TRUSTEE'S STATEMENT of LIMITED LIABILITY

29. This Trust confers limited liability upon the Trustees and/or Agents and Beneficiaries thereto, a declaratory statement of such limited liability shall be printed on all contracts made by and between the Trustees or Agents of this Trust, or a representative thereof, and any third party or parties to such contracts. Furthermore, this Trust shall be responsible for its own obligations and never for the Grantor, Trustee, Agent, or Beneficiary.

NUMBER of TRUSTEES

30. The Board of Trustees of this Trust shall consist of one or more persons, but said Board can consist of as many Trustees as deemed necessary, including legal persons, and shall be determined by unanimous decision of said Board when duly entered in Minutes.

DEATH of a BENEFICIARY

31. If any Beneficiary hereunder dies before the dissolution of this Trust, the Certificate issued to any such Beneficiary shall immediately become null and void, and thereupon the Board of Trustees shall issue a new Certificate to such new Beneficiaries according to written instructions received by the Board of Trustees from the Beneficiary. If no written instructions are received by the Board of Trustees, they shall transfer the right to receive distribution evenly to any surviving Beneficiaries. Should a Beneficiary voluntarily relinquish interest or a change in Beneficiary is required, the Board of Trustees and Protector, if appointed, will convene to choose the new Beneficiary(ies). If no Protector exists, the Board of Trustees shall select the new Beneficiary(ies).

INTEREST of BENEFICIARY

32. The Beneficiaries of this Trust, primary or otherwise, in the corpus or proceeds of the Trust shall not be subject to assignment, alienation, pledge, attachment, or claims of creditors, and shall not otherwise be voluntarily or involuntarily alienated or encumbered by another Beneficiary or anyone else.

JURISDICTION and DOMICILE

33. This Trust is, per mandate, under Common Law Jurisdiction, however, applicable, as deemed by the Board of Trustees, the actions of this Trust shall be interpreted and confined by the Common Law of its Jurisdiction of its current domicile. The Board of Trustees shall have the power to change the domicile of this Trust to any place which it shall be deemed prudent, necessary, appropriate, desirable, or convenient as determined by them.

GROWTH OPPORTUNITY

34. This Trust may engage in any type of growth opportunity the Board of Trustees deem to be in the best interest of the Trust, including, but not limited to buying, selling, borrowing, loaning, pledging, or hypothecating land, owning stock or entire Corporations, Partnerships, or Associations.

2016-11-17 17:17

FILED

AGREEMENT of CONTRACT

SALE of PROPERTY

35. The Board of Trustees shall decide, without limitation, the sale of any assets or property as they deem in the best interest of the Beneficiaries.

CONFORMITY with LAW

36. Any questions as to the validity, purpose, or intent of this Trust shall be interpreted in accordance with the appropriate jurisdictional law. Nothing herein, shall be construed as an intent to evade or contravene any law, by authority of the Constitution of the United States of America. This Contract and Trust is meant to conform to the laws of the state(s) in which the Board of Trustees and/or Agent(s) are authorized to do business under this Contract abiding under the commercial law of its situs. Where this Contract is in conflict, the appropriate and competent jurisdictional law will govern according to the active situs and/or domicile of this Trust.

INVALIDITY of PORTIONS of TRUST

37. If any provisions of this Declaration of Trust and Contract or its application to any person or circumstance is held invalid by an order of the court of competent and lawful jurisdiction, the remainder of this declaration of Trust and Contract or the application of its provisions to other persons or circumstances is not affected.

RIGHT of PRIVACY

38. The lawful right to privacy, the actions, and decisions of the Board of Trustees and/or Agents, as well as the day-to-day affairs of the administration of this Trust, shall remain a permanent part of the corpus of this Trust under Common Law Copyright and shall remain within the records of this Trust. This Trust and its Trustees and/or Agents shall have all the rights afforded to them.

PUBLIC COMMERCE ALLOWED

39. This Trust is specifically allowed to engage in any public commerce including but not limited to, the buying, selling, and trading, the equity and debt of economic goods such as commodities, securities, or other digital assets that may be fungible or non-fungible. The Corpus of this Trust can be utilized in transactions of barter or other non-monetary operations.

TOTALITY of AGREEMENT

40. This Trust Indenture is the totality of the Trust Agreement, and no other agreements exist. This Agreement can only be modified or added to by the Board of Trustees, as recorded in the Minutes of their meetings, but cannot be altered in its basic purpose and intent.

Witness whereof the Creator hereof and Grantor hereto and the Acceptor hereof, for themselves, their heirs, successors, and assigns, have hereunto set their hands and seals in token of conveyance, delivery, and acceptance of property, assets, or other things of value, and the obligations and duties herein as imposed and expressed, with expressed reservation of their inherent and Unalienable Rights, of their secured birthright, claim of Superior Title to oneself, and political status, secured by the Constitution of the United States of America (1787). (Article 1:10:1) "No state shall enter into any Treaty, Alliance, or Confederation ... or Law impairing the Obligation of Contracts or grant any Title of Nobility." (Article 4:2:1) "The Citizens of each State shall be entitled to all Privileges and Immunities of Citizens in the several States." UCC 1-308 "...With explicit reservation of all of our rights", 3-402 "signature by authorized representative", 1-103.6 in private capacity reserved completely "...[in] the Common Law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the Common Law, unless there is a clear legislative intent to abrogate the Common Law.

23 MAY -1, AM 7:17

FILED

WITHOUT PREJUDICE.

GRANTOR'S SIGNATURE:

SAMUEL BARKER

PRINTED NAME: Samuel Barker

DATE: 2-23-23

TRUSTEE'S SIGNATURE:

[Signature]

PRINTED NAME: Samuel Barker

DATE: 2-23-23

CO-TRUSTEE'S SIGNATURE:

[Signature]

PRINTED NAME: Lisa Mocerri Barker

DATE: 2-23-23

SUCCESSOR-TRUSTEE'S SIGNATURE:

[Signature]

PRINTED NAME: Harrison Barker

DATE: 2/23/23

FILED
23 MAY - 6 AM 7:17
NOTARY PUBLIC - TEXAS

NOTARY ACKNOWLEDGMENT

I, Cheri L. Burch in the State of Texas
and county of Orange acknowledge the foregoing instrument was
presented and signed before me on this day 23 of Feb. 2023,
having satisfactorily proven to be the person(s) whose name(s) are subscribed within.

NOTARY SIGNATURE: [Signature]

COMMISSION EXPIRATION: Aug. 11, 2023

Place Seal Here

