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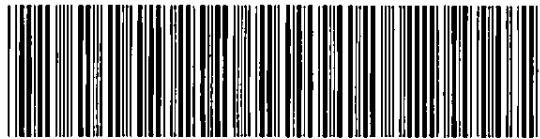
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2024 MAR 22 PM 12:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 21, 2023

EMILY VU
4411 BEE RIDGE RD 633
SARASOTA, FL 34233 US

SUBJECT: PVNL FOUNDATION
Ref. Number: W23000129500

We have received your document for PVNL FOUNDATION and check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The designation of the registered office and the registered agent, both at the same Florida street address, must be contained within the document pursuant to Florida Statutes. The registered agent must sign accepting the designation as required by Florida Statutes.

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.

Carlos E Rico
Supervisor

Letter Number: 223A00021914

TRANSMITTAL LETTER

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

SUBJECT: PVNL FOUNDATION

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: Emily Vu

Name (Printed or typed)

4411 BEE RIDGE RD, 633

Address

SARASOTA, FL 34233

City, State & Zip

Daytime Telephone number

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

DECLARATION OF TRUST

A CHARITABLE LEAD 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 PVNL FOUNDATION, a
(Name of Trust)

FLORIDA Trust hereby affirms in order to file or qualify
(State)
PVNL FOUNDATION in the State of Florida.
(Name of Trust)

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

2. The principal address is 4411 BEE RIDGE RD, 633

SARASOTA, FL 34233

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

4411 BEE RIDGE RD, 633

Sarasota, FL 34233

~~SARASOTA, FL 34233~~

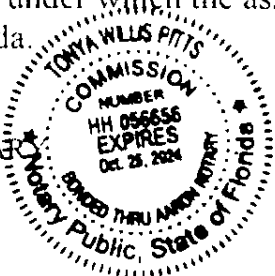
EMILY K. UU

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.

EMILY K. UU
(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.

NOTARY



Name:

EMILY K. UU
Chairman of the Board of Trustees

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

CR2E063(3/00)

Before me appeared by means of physical appearance, Emily UU, Chair of Board of Trustees, who is personally known to me and sworn to and subscribed in my presence on this 11th day of November, 2022

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2024 MAR 22 PM 12:00

FILED

DECLARATION OF TRUST OF PVNL FOUNDATION TRUST

STATE OF FLORIDA
COUNTY OF SARASOTA

§
§

THIS TRUST AGREEMENT is entered into on the 14th day of November, 2022, between DAVID PHAM and EMILY VU of Sarasota County, Florida, as settlors (hereinafter collectively referred to as the "Settlor"), and SWI TRUST UAD 11/7/2022, located in Sarasota County, Florida as initial trustee (the "Trustee").

WITNESSETH:

Preamble Creation and Purpose

The Settlor desires to create a charitable lead unitrust, within the meaning of Rev. Proc. 2008-45 for the Charitable Beneficiary (as hereinafter defined) upon the terms and provisions hereinafter set forth. This trust shall be known as the "**PVNL FOUNDATION TRUST.**"

Article I. Trust Provisions

A. Funding of Trust. The Settlor hereby transfers and irrevocably assigns to the Trustee on the above date the property described in Schedule A, and the Trustee accepts the property and agrees to hold, manage, and distribute the property under the terms set forth in this trust instrument.

B. Payment of Unitrust Amount. For each taxable year of the trust during the unitrust period, the Trustee shall pay to VUON CAU NGUYEN FOUNDATION, a Florida non-profit corporation, a unitrust amount equal to 5 (FIVE) percent of the assets of the trust, valued as of the first day of each taxable year of the trust (hereinafter "the valuation date"). If VUON CAU NGUYEN FOUNDATION is not an organization described in §§ 170(c), 2055(a), and 2522(a) at the time any payment is to be made to it, the Trustee shall instead distribute such payments to one or more organizations described in §§ 170(c), 2055(a), and 2522(a) as the Trustee shall select, and in such proportions as the Trustee shall decide, from time to time, in the Trustee's sole discretion. Notwithstanding the preceding sentence, the Settlor reserves the right to designate as the charitable unitrust recipient, at any time and from time to time, in lieu of VUON CAU NGUYEN FOUNDATION, one or more organizations described in §§ 170(c), 2055(a), and 2522(a) and shall make any such designation by giving written notice to the Trustee. The term "the Charitable Organization" shall be used herein to refer collectively to the organization(s) then constituting the charitable recipient, whether

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

named in this paragraph or subsequently selected as the substitute charitable recipient. During the trust term, no payment shall be made to any person other than the Charitable Organization. The unitrust period is a term of 40 years. The first day of the unitrust period shall be the date property is first transferred to the trust, and the last day of the unitrust period shall be the day preceding the twentieth anniversary of that date. The unitrust amount shall be paid in equal quarterly installments at the end of each calendar quarter from income and, to the extent income is not sufficient, from principal. Any income of the trust for a taxable year in excess of the unitrust amount shall be added to principal. If for any year the net fair market value of the trust assets is incorrectly determined, then within a reasonable period after the correct value is finally determined, the Trustee shall pay to the Charitable Organization (in the case of an undervaluation) or receive from the Charitable Organization (in the case of an overvaluation) an amount equal to the difference between the unitrust amount(s) properly payable and the unitrust amount(s) actually paid.

C. Proration of the Unitrust Amount. For a short taxable year, including the taxable year during which the unitrust period ends, the Trustee shall prorate on a daily basis for the number of days of the unitrust period in that year, the unitrust amount described in Article I, Section B, or, if an additional contribution is made to the trust, the unitrust amount described in Article I, Section E.

D. Distributions Upon Termination of Unitrust Period. At the termination of the unitrust period, the Trustee shall distribute all of the then remaining principal and income of the trust (other than any amount due to the Charitable Organization under the provisions above) in equal shares to the Settlor's sons who are then living (with no distributions being made to the descendants of a deceased son), or if none of the Settlor's sons is then living, such property shall be distributed to the Settlor's descendants who are then living per stirpes, or if none of the Settlor's descendants is then living, to the Settlor's heirs. Any property to be distributed to a person who is one of the Settlor's descendants shall be distributed outright.

E. Additional Contributions. If any additional contributions are made to the trust after the initial contribution, the unitrust amount for the year in which any additional contribution is made shall be 5 (FIVE) percent of the sum of (a) the net fair market value of the trust assets as of the valuation date (excluding the assets so added and any post-contribution income from, and appreciation on, such assets during that year) and (b) for each additional contribution during the year, the fair market value of the assets so added as of the valuation date (including any post-contribution income from, and appreciation on, such assets through the valuation date) multiplied by a fraction the numerator of which is the number of days in the period that begins with the date of contribution and ends with the earlier of the last day of the taxable year or the last day of the unitrust period and the denominator of which is the number of days in the period that begins with the first day of such taxable year and ends with the earlier of the last day in such taxable year or the last day of the unitrust period. In a taxable year in which

an additional contribution is made on or after the valuation date, the assets so added shall be valued as of the date of contribution, without regard to any post-contribution income or appreciation, rather than as of the valuation date.

F. Prohibited Transactions. The Trustee shall not engage in any act of self-dealing within the meaning of § 4941(d), as modified by § 4947(a)(2), and shall not make any taxable expenditures within the meaning of § 4945(d), as modified by § 4947(a)(2). The Trustee shall not retain any excess business holdings that would subject the trust to tax under § 4943, as modified by §§ 4947(a)(2) and 4947(b)(3). In addition, the Trustee shall not acquire any assets that would subject the trust to tax under § 4944, as modified by §§ 4947(a)(2) and 4947(b)(3), or retain assets which, if acquired by the Trustee, would subject the Trustee to tax under § 4944, as modified by §§ 4947(a)(2) and 4947(b)(3).

G. Taxable Year. The taxable year of the trust shall be the calendar year.

H. Governing Law. The operation of this trust shall be governed by the laws of the State of Florida. However, the Trustee is prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the requirements for the charitable deductions available for contributions to a charitable lead unitrust.

I. Limited Power of Amendment. This trust is irrevocable. However, the Trustee shall have the power, acting alone, to amend the trust from time to time in any manner required for the sole purpose of ensuring that the unitrust interest passing to the Charitable Organization is a unitrust interest under §§ 170(f)(2)(B), 2055(e)(2)(B) and 2522(c)(2)(B) and the regulations thereunder.

J. Investment of Trust Assets. Except as provided in Article I, Section F herein, nothing in this trust instrument shall be construed to restrict the Trustee from investing the trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

K. Retained Powers and Interests. During the Settlor's life, DAVID PHAM or EMILY VU shall have the right, exercisable only in a nonfiduciary capacity and without the consent or approval of any person acting in a fiduciary capacity, to acquire any property held in the trust by substituting other property of equivalent value.

Article II.

Trustee Nominations

A. Successor Trustee. If SWI TRUST UAD 11/7/2022 declines to serve, resigns, or otherwise fails or ceases to serve as Trustee of a trust created under this Trust Agreement, and the Settlor fails to nominate a successor Trustee as provided in Article II, Section D, then DAVID PHAM and/or EMILY VU, shall become Trustee of

such trust.

B. Settlor's Removal and Nomination Powers. The Settlor may at any time or from time to time remove any Trustee of the trust created hereunder, with or without cause, on at least 30 days written notice and shall nominate a successor Trustee. The Settlor may nominate a successor corporate Trustee, or the Settlor may nominate the Settlor or any other individual or individuals as successor Trustee.

C. Nomination of Co-Trustee or Successor Trustee. After the death of the Settlor, any then-serving Trustee of this trust created hereunder may nominate a Co-Trustee or several Co-Trustees to serve together with such Trustee. In addition, such then-serving Trustee may also nominate a successor individual or corporate Trustee, or a series of successor individual or corporate Trustees, to serve if such Trustee dies, resigns, becomes incapacitated, or otherwise fails or ceases to serve as Trustee of such trust. If more than one Trustee is serving at such time, then all such Trustees must make the nomination unanimously. A nomination pursuant to this Section shall be made by acknowledged instrument, a copy of which shall be delivered to the primary beneficiary of such trust. If a Trustee nominates a Co-Trustee or several Co-Trustees to serve together with such Trustee, the instrument which makes such nomination shall address the succession of Trustees should both or all such Co-Trustees die, resign, become incapacitated, or otherwise fail or cease to serve. If a Trustee nominates one or more successor Trustees, then such nomination shall replace the successor Trustees, if any, who are named herein, except that if the successors named in such written instrument all fail to qualify, die, resign, become incapacitated, or otherwise cease to serve, the successor Trustee provisions contained herein shall apply. Notwithstanding the foregoing provisions of this Section, the powers granted by this Section shall not be exercisable if a corporate Trustee is serving as the sole Trustee or as a Co-Trustee of such trust.

D. Trustee Resignation or Vacancy. Any Trustee may resign by giving at least 30 days written notice to the Settlor and any other Trustees then serving. If the trusteeship of this trust should become vacant for any reason or upon the submission of a notice of resignation of the sole Trustee, the power to nominate a successor shall be exercisable by the Settlor, or if the Settlor fails to nominate a successor, and if no successor Trustee has been nominated pursuant to the terms of any other Section of this Article, the power to nominate a successor shall be exercisable by the resigning Trustee. If no successor Trustee has been nominated pursuant to the terms of this Section, then a successor Trustee shall be nominated by a court of competent jurisdiction.

E. Expenses and Compensation. Every Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with such Trustee's duties. Every Trustee, except the Settlor and any individual Trustee who is an officer of the Charitable Beneficiary, shall be entitled to fair and reasonable compensation for services rendered

by such Trustee in an amount determined in accordance with the Florida statutory rate prevailing at such time, or if no such statutory rate exists, in an amount not exceeding the customary and prevailing charges for services of a similar character at such time.

F. **No Bond.** No Trustee acting hereunder shall be required to give bond, surety, or other security in any jurisdiction.

G. **Trustee Defined.** References in this Trust Agreement to the "Trustee" shall mean and include the initial Trustee and any successor or alternate Trustee or Co-Trustees unless a different meaning is required by context or circumstance. Except as otherwise specifically provided in this Trust Agreement, if Co-Trustees are designated to serve hereunder or if Co-Trustees are already serving, and one such Co-Trustee declines to serve, fails to qualify, dies, resigns, becomes incapacitated, or otherwise ceases to serve for any reason, then the remaining Trustee or Co-Trustees, as the case may be, shall serve or continue to serve in such capacity.

H. **Actions by Co-Trustees.** In all matters relating to each trust created under this Trust Agreement, when Co-Trustees are serving, all such Co-Trustees must act jointly and together.

I. **"Corporate Trustee" Defined.** The term "corporate Trustee" shall mean a bank having trust powers or a trust company either of which must have (alone or when combined with its parent organization and affiliate) assets beneficially owned by others under its management with a value in excess of \$100,000,000 (U.S.), and such term shall also mean the successor (by merger, consolidation, change of name or any other form of reorganization, or if such corporate Trustee ever transfers all of its existing business of serving as a fiduciary to any other bank or trust company or corporation) bank or trust company to any such corporate Trustee named herein or serving hereunder. If a bank or trust company is specifically named herein or was a corporate Trustee (as defined above) when it accepted its fiduciary position hereunder, it shall not cease to be considered a corporate Trustee because its assets under management presently are or later decline below the amount stated above. In any instance where a corporate Trustee is required to be nominated as a successor Trustee or Co-Trustee in connection with the removal of any Trustee or Co-Trustee, the instrument of removal shall contain the acceptance of the corporate Trustee so nominated evidenced on it. If a corporate Trustee is serving as a Co-Trustee, it shall have exclusive custody of the properties, books and records of the trust as to which it is serving, but shall make such properties, books and records available for inspection and copying by every other Trustee of such trust.

Article III. Irrevocability

The Settlor declares that this instrument shall be irrevocable, and neither the

Settlor nor any other person shall have the power to alter, amend, revoke or terminate any of the provisions contained in this instrument (except as provided in Article I, Section I).

Article IV.
Trustee Provisions

A. Powers. The Trustee shall have all of the powers and authorities conferred upon trustees by statute or common law in any jurisdiction in which the Trustee may act, including all powers and authorities conferred by the Florida Trust Code, and by any future amendments thereto, except for any instance in which such powers and authorities may conflict with the express provisions of this instrument, in which case the provisions of this instrument shall control. In addition to such powers (but always subject to the provisions in this Trust Agreement which limit such powers), any Trustee serving hereunder is specifically authorized:

(1) To retain, in the discretion of the Trustee, any property transferred to the Trustee by the Settlor, including securities of any corporate Trustee, without regard to the duty to diversify investments under the laws governing this trust and without liability for any depreciation or loss occasioned by such retention;

(2) To exchange, sell or lease (including leases for terms exceeding the duration of all trusts created by this Trust Agreement) for cash, property or credit, or to partition, from time to time, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such character and with such covenants as the Trustee may deem proper, all or any part of the assets of this trust, specifically including the power to sell and convey real property and the power to execute deeds with regard to any such sale or conveyance, and no vendee or lessee of the Trustee shall be required to look to the application made by the Trustee of any funds paid to the Trustee;

(3) To borrow money from any source (including any Trustee) and to mortgage, pledge or in any other manner encumber all or any part of the assets of this trust as may be advisable in the judgment of the Trustee for the advantageous administration of the trust;

(4) To invest and reinvest the trust estate in any kind of property whatsoever, real or personal, without regard to the proportion that such property or property of a similar character held may bear to the entire trust estate;

(5) To register and carry any securities or other property in the name of the Trustee or in the name of the nominee of any Trustee (or to hold any such property unregistered) without increasing or decreasing the fiduciary liability of the Trustee; to exercise any option, right or privilege to purchase or to convert

bonds, notes, stocks, securities or other property, and to borrow money for the purpose of exercising any such option, right or privilege; to vote any stock which may be held in the trust; and if two or more Trustees are serving hereunder and no such Trustee is a corporate Trustee, to open any type of account in such a manner that all activities associated with such account may be handled by one of the Co-Trustees acting alone;

(6) To enter into any transaction on behalf of this trust despite the fact that another party to any such transaction may be (i) an estate of which any Trustee under this Trust Agreement is also an executor, personal representative, or administrator; or (ii) a business controlled by any Trustee under this Trust Agreement or of which any such Trustee, or any director, officer or employee of any such corporate Trustee, is also a director, officer or employee;

(7) To make any distribution required to be made to a beneficiary upon termination of this trust in either of the following ways if such individual is incapacitated: (i) to such individual directly; or (ii) to the guardian, conservator, or agent under a validly executed and effective power of attorney of such individual's person or property;

(8) To employ and to delegate any of the Trustee's discretionary and nondiscretionary powers to agents, including, but not limited to, attorneys, investment advisors, appraisers or accountants as it deems necessary and proper and to pay for such services from the trust property; and

(9) To release any fiduciary power at any time, in whole or in part, temporarily or permanently, whenever the Trustee may deem it advisable, by an instrument in writing executed and acknowledged by the Trustee.

B. Acts of Prior Trustees. Any successor Trustee is relieved of any duty to examine the acts of any prior fiduciary, without the necessity of any court accounting, and any successor Trustee shall be responsible only for those assets which are actually delivered to such Trustee. Any successor Trustee, on executing an acknowledged acceptance of the trusteeship and upon receipt of those assets which are actually delivered to such successor Trustee by the prior Trustee, shall be vested without further act on the part of anyone with all of the estates, titles, rights, powers, duties, immunities and discretions granted to the prior Trustee.

C. Notice Pursuant to Florida Statute 736.1008. An action for breach of trust based on matters disclosed in a trust accounting or other written report of the Trustee may be subject to a 6-month statute of limitations from the receipt of the trust accounting or other written report. If you have questions, please consult your attorney.

Article V.
Miscellaneous Provisions

A. Reliance on Legal Opinion. Any Trustee may rely upon the written opinion of a competent attorney, any facts stated in any instrument in writing and believed true, or any other evidence deemed sufficient. Any Trustee shall be saved harmless from any liability for any action such Trustee may take, or for the failure of such Trustee to take any action, if done in good faith and without gross negligence.

B. Notice. Any notice required or permitted to be given by or to a person or a Trustee acting under this Trust Agreement must be given by acknowledged instrument actually delivered to the person or Trustee to whom it is required or permitted to be given. Any notice required or permitted to be given to a minor shall be given to such minor's parent who is closest in relation to the Settlor, or if no such parent is able to receive such notice, to such minor's guardian. Any notice required or permitted to be given to an adult incapacitated person shall be given to such adult incapacitated person's guardian, conservator, or agent under a validly executed and effective power of attorney. If such notice concerns a trusteeship, it shall state its effective date and shall be given at least 30 days prior to such effective date, unless such period of notice is waived. Any action permitted to be taken by a minor shall be taken by such minor's parent who is closest in relation to the Settlor, or if no such parent is able to take such action, by such minor's guardian. Any action permitted to be taken by an adult incapacitated person shall be taken by such adult incapacitated person's guardian, conservator, or agent under a validly executed and effective power of attorney.

C. Settlor's Children. The Settlor has two sons, DAVID THANH PHAM and BRIAN TOAN PHAM. All references in this Trust Agreement to the "Settlor's sons" are to them.

D. Spendthrift Provisions. The trust created by this Trust Agreement shall be a spendthrift trust to the fullest extent allowed by law. Prior to the actual receipt of trust property by any beneficiary, no property (income or principal) distributable under the trust created by this Trust Agreement shall, voluntarily or involuntarily, be subject to anticipation or assignment by any beneficiary, to the claims of a spouse for support or maintenance, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted sale, conveyance, transfer, assignment, mortgage, pledge or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution as provided herein shall be void.

E. Allocation of Expenses and Receipts. Except as otherwise provided in this Trust Agreement, the Trustee may determine the manner in which expenses are to be borne and in which receipts are to be credited as between income and principal, and

to determine what shall constitute principal or income in accordance with Florida law; provided, however, the Trustee shall, to the extent applicable, adhere to the allocation methods set forth in Treas. Reg. §1.664-1(d)(2) and such other applicable regulations under the Code, and the Trustee may give consideration to the Florida Uniform Principal and Income Act (or its successor statute) relating to such matters, but shall not be bound by such provisions; provided, further, the Trustee shall not allocate an item of revenue or charge an expense to principal or income in a manner that would constitute a fundamental departure from Florida law within the meaning of Treas. Reg. §1.643(b)-1.

F. Contingent Trusts. With regard to any property which will pass outright to a beneficiary upon the termination of the trust created hereunder, if such property is to be distributed to a person who is under the age of 21 or who is incapacitated, the Trustee shall hold such property in a separate trust for the benefit of such beneficiary. The Trustee shall distribute to the beneficiary of each trust such amounts of the income and principal of such trust as the Trustee, in the Trustee's discretion, deems desirable from time to time to provide for such beneficiary's health, education, maintenance and support, directly and without the interposition of any guardian or conservator. Each trust created by this Section for a beneficiary who is under age 21 shall terminate when such beneficiary attains that age. Each trust created by this Section for a person who is incapacitated shall terminate when the beneficiary of such trust, in the Trustee's discretion, is no longer incapacitated. Upon the termination of a trust created by this Section, the remaining property of such trust shall be distributed to the beneficiary of such trust, but if a beneficiary dies before the termination of such beneficiary's trust, then upon such beneficiary's death the remaining property of such trust shall be distributed to such beneficiary's estate. Notwithstanding the foregoing provisions of this Section, the Trustee, in the Trustee's discretion, may hold the property that would have otherwise been distributed to a beneficiary's trust as custodian under the uniform transfers to minors act of any state, such custodianship to terminate at the oldest age permitted under such state's laws, as it is the Settlor's intention to ensure maximum flexibility in the administration of such property.

G. Descendants. References to "descendant" or "descendants" mean lineal blood descendants of the first, second or any other degree of the ancestor designated; provided, however, that such references shall include, with respect to any provision of this Trust Agreement, descendants who have been conceived at any specific point in time relevant to such provision and who thereafter survive birth; and provided, further, except as hereinafter provided in this Section, an adopted child and such adopted child's lineal descendants by blood or adoption shall be considered under this Trust Agreement as lineal blood descendants of the adopting parent or parents and of anyone who is by blood or adoption a lineal ancestor of the adopting parent or of either of the adopting parents. Notwithstanding any provision in this Trust Agreement to the contrary, any person who is adopted (by anyone other than the Settlor) after reaching age 8 and any person who is a lineal descendant (whether by blood or adoption) of such person

who is adopted (by anyone other than the Settlor) after reaching age 8 shall not be included in the definition of "descendant" or "descendants" and shall not be considered as a lineal blood descendant of the adopting parent or parents.

H. **Incapacitated.** A beneficiary shall be deemed "incapacitated" if the Trustee, in the Trustee's discretion, determines that such beneficiary lacks the ability, due to a physical or mental condition, to manage his or her own personal and financial affairs. A Trustee shall be deemed "incapacitated" if and for as long as (i) a court of competent jurisdiction has made a finding to that effect, (ii) a guardian or conservator of such Trustee's person or property has been appointed by a court of competent jurisdiction and is serving as such, or (iii) two physicians (licensed to practice medicine in the state where the Trustee is domiciled at the time of the certification, and one of whom shall be board certified in the specialty most closely associated with the cause of the Trustee's incapacity) certify that due to a physical or mental condition such Trustee lacks the ability to manage his or her own personal and financial affairs. A Trustee shall immediately cease to serve upon being deemed incapacitated.

I. **Internal Revenue Code.** References to various Sections of the "Code" are to such designated Sections of the Internal Revenue Code of 1986, as amended.

J. **Heirs.** References to "heirs" are to those persons who would inherit separate personal property from the person designated under the statutes of descent and distribution of the State of Florida, if such person died intestate and single at such time.

K. **Per Stirpes.** When a distribution is to be made to a person's descendants "per stirpes," property shall be divided into as many equal shares as there are (i) living children of such person, if any, and (ii) deceased children who left descendants who are then living. Each living child shall receive one share, and the share that would have passed to each deceased child shall be divided in a similar manner (by reapplying the preceding rule) among his or her then living descendants. For example, if a person has deceased children and living children when a distribution is to be made, the assets will be divided into equal shares at the child level and distributed per stirpes below that level; however, if the person has no living children at that time, that equal division will still be made at the child level and distributed per stirpes below that level. This definition is intended to override any conflicting or contrary common law definition.

L. **Statement of Intention.** This trust is intended to constitute and qualify as a charitable lead unitrust within the meaning of Rev. Proc. 2008-45. All powers given to the Trustee under this instrument which are in conflict with this intention shall be regarded as null and void, and the Trustee shall have only those powers which are consistent with the foregoing intention. The Trustee shall have no power, right, duty or obligation which would result in the failure of this trust to qualify as a charitable lead unitrust within the meaning of Rev. Proc. 2008-45.


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M. Notice of Trustee Duties. The Trustee hereunder may have duties and responsibilities in addition to those described in this Trust Agreement. By signing this Trust Agreement, the Trustee acknowledges that the Trustee will obtain legal advice if necessary to answer questions relating to matters involving this Trust Agreement.

IN WITNESS WHEREOF, the Settlor and the Trustee have signed this irrevocable trust as of the date first above written.



DAVID PHAM, Settlor




EMILY VU, Settlor

SWI TRUST UAD 11/7/2022, Trustee

By: 

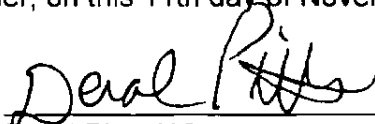
Name: DAVID PHAM,
Title: AS CO-TRUSTEE

By: 


Name: EMILY VU
Title: AS CO-TRUSTEE

We, the undersigned witnesses, certify that the foregoing instrument was signed by the Settlers in our presence as of the date first above written, and declared by them to be their irrevocable trust, and such instrument was signed by the Trustee in our presence as of the date first above written, and we, the undersigned witnesses, sign our

names hereunto as witnesses at the request and in the presence of the Settlers and the Trustee, and in the presence of each other, on this 11th day of November, 2022.

A handwritten signature in cursive script, appearing to read "Deral Pitts", written over a horizontal line.

Deral Pitts, Witness
3034 University Parkway
Sarasota, FL 34243

A handwritten signature in cursive script, appearing to read "Davena Pitts", written over a horizontal line.

Davena Pitts, Witness
3034 University Parkway
Sarasota, FL 34243

STATE OF FLORIDA
COUNTY OF SARASOTA

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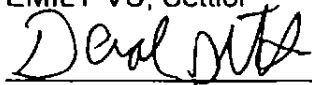
We, the undersigned, being the Settlers and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Settlers, in the presence of witnesses, signed the instrument as the Settlers' irrevocable trust, that such Settlers signed such instrument, that the Settlers signed such instrument willingly, and that each of the witnesses, in the presence of the Settlers and in the presence of each other, signed the irrevocable trust as a witness.



DAVID PHAM, Settlor



EMILY VU, Settlor



Deral Pitts, Witness

3034 University Parkway, Sarasota, FL 34243

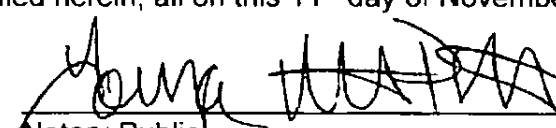


Davena Pitts, Witness

3034 University Parkway, Sarasota, FL 34243

Acknowledged and subscribed before me by means of ☒ physical presence or ☐ online notarization by DAVID PHAM and EMILY VU, Settlers, who produced a driver's license issued by Florida that contained their photograph and signature as identification thereby proving them to be the persons whose names are subscribed to the foregoing instrument as Settlers, and sworn to and subscribed before me by each of the following witnesses: Deral Pitts, who ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification, by means of ☒ physical presence or ☐ online notarization; and Davena Pitts, who ☒ is personally known to me or ☐ has produced _____ (type of identification) as identification, by means of ☐ physical presence or ☐ online notarization. Subscribed by me in the presence of DAVID PHAM and EMILY VU and the witnesses, by the means specified herein, all on this 11th day of November, 2022.





Notary Public

Notary Expiration 10/25/2024

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STATE OF FLORIDA

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COUNTY OF SARASOTA

Before me, the undersigned authority, by means of ☒ physical presence or ☐ online notarization, on this day personally appeared DAVID PHAM and EMILY VU, proved to me by identification card issued by Drivers Licenses (insert name of federal or state government issuing identity card) that contained the photograph and signature of DAVID PHAM and the photograph and signature of EMILY VU to be the persons and corporate officer whose names are subscribed to the foregoing instrument as AS CO-TRUSTEES, and acknowledged to me that the instrument was the act of SWI TRUST UAD 11/7/2022, a corporation, and that DAVID PHAM and EMILY VU executed the instrument as the act of the corporation on behalf of the corporation for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, on this 11th day of November, 2022.




Notary Public

Notary Expiration: 10/25/2024

SCHEDULE A

PVNL FOUNDATION TRUST

The property transferred by the Settlor to the Trustee pursuant to the attached Trust Agreement is as follows:

\$100.00 (ONE HUNDRED USD)

Executed on the _____ day of _____, 2022.




DAVID PHAM, Settlor



EMILY VU, Settlor

SWI TRUST UAD 11/7/2022, Trustee

By: 

Name: DAVID PHAM
Title: AS CO-TRUSTEE

By: 

Name: EMILY VU
Title: AS CO-TRUSTEE