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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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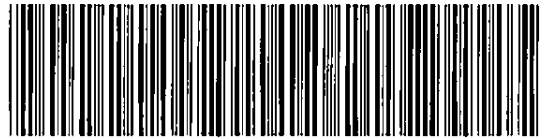
(Business Entity Name)

(Document Number)

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2024 APR 19 AM 3:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

15



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 1, 2024

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

SUBJECT: HOF TRUST
Ref. Number: W24000067985

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

609.01 Common-law declaration of trust.-Two or more persons, whether residents of this state or not, may organize and associate themselves together for the purpose of transacting business in this state under what is commonly designated or known as a "declaration of trust"; provided, however, no such association shall ever be permitted or authorized to transact a banking or security business, of any kind, in this state. A trust must be notarized for filing as well as include a copy of the trust being filed with the state of florida.

If you have any further questions concerning your document, please call: (850) 245-6052.

KAIN COSTELLO
Regulatory Specialist II
New Filing Section

Letter Number: 224A00009471

2024 MAY 31 PM 3:28

RECEIVED

DIVISION OF CORPORATIONS
REGULATORY SPECIALIST
KAIN COSTELLO

TRANSMITTAL LETTER

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

SUBJECT: HOF 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: EMILY K VU

Name (Printed or typed)

4411 BEE RIDGE RD, 633

Address

SARASOTA, FL 34233

City, State & Zip

941-928-0368

Daytime Telephone number

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

HOF TRUST

A REVOKABLE 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 HOF TRUST, a

FLORIDA (Name of Trust)

Trust hereby affirms in order to file or qualify

(State)

HOF TRUST, 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:
EMILY K VU

4411 BEE RIDGE RD, 633, SARASOTA, FL 34233

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 - VU
(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.

EMILY K VU

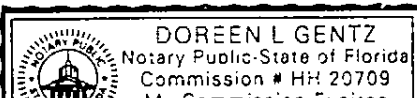
Name:

Chairman of the Board of Trustees

NOTARY

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

CR2E063(3/00)



AFFIDAVIT OF TRUST

- 1. The following trust is the subject of this Affidavit:**

EMILY KHANH VU and DAVID PHAM, Co-Trustees of the HOF TRUST U/T/A dated September 10, 2021, by EMILY KHANH VU and DAVID PHAM, Settlor, and any amendments thereto.

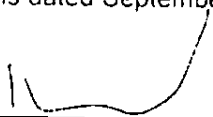
The signature of one Trustee is sufficient to exercise the powers of the Trustee. Any alternative description shall be effective to title assets in the name of the trust or to designate the trust as a beneficiary if the description includes the name of at least one initial or successor trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the trust.

2. The names and addresses of the currently acting Co-Trustees of the trust are as follows:

Name:	Address:
EMILY KHANH VU	2424 Whippoorwill Cir. Sarasota, FL 34231
DAVID PHAM	2424 Whippoorwill Cir. Sarasota, FL 34231

3. The trust is currently in full force and effect.
4. Attached to this Affidavit and incorporated in it are selected provisions of the trust evidencing the following:
 - a. **Article I** - Creation and Name of Trust with names of initial trustees
 - b. **Article V** - Powers of Trustees
 - c. **Article X** - Revocability
 - d. **Article XI** - Trustees
 - e. **Signature Pages**
5. The trust provisions which are not attached to the Affidavit are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustees.
6. The signatories of this Affidavit are currently the acting Co-Trustees of the trust and declare that the foregoing statements and the attached trust provisions are true and correct, under penalty of perjury.

7. This Affidavit is dated September 10, 2021



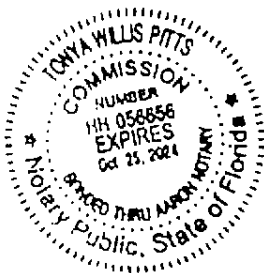
EMILY KHANH VU

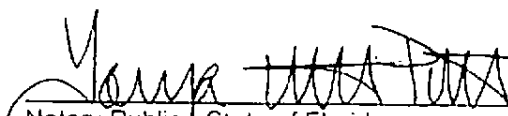


DAVID PHAM

STATE OF FLORIDA)
)
COUNTY OF SARASOTA) ss.

Acknowledged and subscribed before me by means of ☒ physical presence or ☐ online notarization, by Emily Khanh Vu and David Pham, as settlors and co-trustees, ☐ who are personally known to me or ☒ who both have produced Drivers License as identification, on September 10, 2021.





Notary Public | State of Florida

HOF TRUST AGREEMENT

TRUST AGREEMENT, made September 10, 2021, between Emily Khanh Vu, of Sarasota County, Florida, a citizen of the United States, and David Pham, of Sarasota County, Florida, a citizen of the United States, the Settlers, who will be referred to in the first person, and Emily Khanh Vu and David Pham, who will be referred to, along with their successors, as the co-trustees and trustees. Emily Khanh Vu and David Pham are husband and wife and were married in the State of New Jersey.

ARTICLE I

Creation and Name of Trust

We hereby transfer to the trustees the property described in the schedule attached as "Exhibit A," on the terms and conditions set forth in this agreement. With the consent of the trustees, additional property may be transferred from time to time to this trust estate by us or by any other person, and that property shall be held and disposed of on the same terms and conditions as the property originally transferred. This trust shall be known as HOF TRUST.

ARTICLE V

Powers of Trustees

In the administration of any trust established hereunder, our trustees shall have the following powers:

a. To retain any property we may contribute to this trust, either during our life or at our death, or to sell, exchange, or otherwise dispose of the property, at public or private sale, without application to court, on any terms, including the extension of credit, which they consider advisable.

b. To acquire, by purchase or otherwise, any property, real or personal, without being limited by any provision of law that restricts investments by fiduciaries and without regard to any principles of diversification, including, but not limited to, common and preferred stocks, bonds, mutual funds, common trust funds, corporate or company interests, general or limited partnership interests, secured and unsecured obligations and mortgages; or to sell, exchange, or otherwise dispose of the property, at public or private sale, without application to court, on any terms, including the extension of credit, which they consider advisable.

c. To acquire and pay for, exercise, or sell any options or subscription rights in connection with securities or any other property.

d. To hold securities in the names of nominees or in bearer form.

e. To operate, repair, alter, improve, insure, grant options on, mortgage, partition, or lease for any period of time any real property or interest in real property held by them.

f. To retain and pay, as an expense of administration, appraisers, accountants, attorneys, investment advisors, and other assistants, and to delegate discretionary and nondiscretionary investment management authority.

g. To borrow money from any source and for any purpose, including, but not limited to, the payment of taxes, and to pledge or mortgage any assets held by them as security for money borrowed.

h. To make distributions from any trust created hereunder in cash, in kind, or partly in each, and to allocate property other than ratably.

i. To hold property of separate trusts in common investments for the convenience of investment or administration.

j. To enter into contracts or agreements or to compromise or settle any debts, claims, or controversies as they consider necessary or advisable.

k. To vote personally or by proxy any share of stock held by them.

Our trustees may act freely under all of the powers given to them after forming their judgment concerning the wisest and best course to pursue based on all of the circumstances, without the necessity of obtaining the consent or approval of any interested person or any court, and notwithstanding that they may be interested in connection with the same matters in other capacities.

The powers granted to the trustees shall be considered to be supplementary to, and not exclusive of, the general powers of trustees according to law and shall include all powers necessary to carry the same into effect.

ARTICLE X Revocability

We retain the following rights and powers:

a. The right to revoke this agreement and the trusts created in it by a writing delivered to the trustees.

b. The right to revoke this agreement and the trusts created in it with respect to any funds, securities, or other property held by the trustees and to require the same to be paid over, assigned, and delivered to us, free from trust, by writing delivered to the trustees.

c. The right and power to amend, change, and supplement this agreement by written agreement between us and the trustees, executed in like manner as this Trust Agreement.

d. The right and power to remove any trustee serving under this agreement, with cause, by a writing delivered to the trustees, and to appoint a successor trustee.

ARTICLE XI
Trustees

On the death, incapacity, or incompetence (as defined in Article II) of us or any successor to us, or in the event that we or any successor to us resigns or fails or ceases to serve as trustee for any other reason, the following in the following order shall serve automatically as successor trustee:

- a. David Thanh Pham, our son when he is at least 22 years of age
2424 Whippoorwill Cir.
Sarasota, FL 34231

and/or

- b. Brian Toan Pham, our son when he is at least 22 years of age
2424 Whippoorwill Cir.
Sarasota, FL 34231.

David Thanh Pham and Brian Toan Pham shall serve as co-trustees once they both have, at least, reached the age of 22 years. However, if any one of them is unable or unwilling to serve as co-trustee at anytime, then the remaining trustee may serve as the sole trustee.

In the event that David Thanh Pham or Brian Toan Pham are unable to serve because they have not reached 22 years of age, then we designate as successor trustee to serve temporarily until any one of our sons is able to serve when he reaches 22 years of age, the following persons:

- c. Steve Abramoff, Esq., our attorney
1555 Zion Road
Northfield, NJ 08225;

in the event that Steve Abramoff is unable or unwilling to serve, then


- d. Phu A. Vu, our brother
4804 Riveredge Cove
Snellville, GA 30039.

Any corporate trustee shall be entitled to reasonable compensation for its services as trustee, in accordance with its published schedule of fees in effect at the time compensation is paid.


Any successor trustee shall serve with all the powers, discretions, and immunities granted in this document to our trustees, shall have no duty to investigate or inquire into the acts of a former trustee, shall and have no liability for the acts or omissions of a former trustee.

SIGNATURE PAGES


IN WITNESS WHEREOF, we and the co-trustees have duly executed this Trust Agreement the day and year first written on the first paragraph of this document.




Emily Khanh Vu
Settlor



David Pham
Settlor

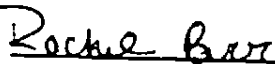


Emily Khanh Vu
Co-Trustee

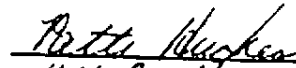


David Pham
Co-Trustee

We certify that the above instrument was signed willingly, published, and declared by Emily Khanh Vu and David as their TRUST AGREEMENT in our joint presence, and at their request we have signed our names as attesting witnesses in their presence and in the presence of each other on September 10, 2021.



9040 Town Center Parkway
Lakewood Ranch, FL 34202
Witness



1646 Ruppberg Blvd Suite 300
Mesa, AZ 85206
Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

We, Emily Khanh Vu and David Pham, as settlors and co-trustees, declare to the officer taking our acknowledgment of this instrument, and to the subscribing witnesses, that we signed this instrument as our Trust Agreement.

Emily Khanh Vu
Settlor and Co-Trustee

David Pham
Settlor and Co-Trustee

We, Rachel Burr and PATTI HUGHES have been sworn by the officer signing below, and declare to that officer on our oaths that the Settlers declared the instrument to be their Trust Agreement and signed it in our presence and that we each signed the instrument as a witness in the presence of the Settlers and of each other.

Rachel Burr
9040 Town Center Parkway
Lakewood Ranch, FL 34202
Witness

Patti Hughes
1606 Ringling Blvd Suite 300
SARASOTA FL 34236
Witness

Acknowledged and subscribed before me by means of ☒ physical presence or ☐ online notarization, by Emily Khanh Vu and David Phan, as settlors and co-trustees, who are personally known to me or who both have produced Drivers License as identification, and sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, by the witnesses, Rachel Burr who is personally known to me or who has produced as identification and Patti Hughes who is personally known to me or who has produced as identification, and subscribed by me in the presence of the settlor and the subscribing witnesses, all on September 10, 2021.



Tonya Willis Pitts
Notary Public - State of Florida

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HOF TRUST AGREEMENT

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

HOF TRUST

A REVOKABLE **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 HOF TRUST, a

FLORIDA (Name of Trust)

Trust hereby affirms in order to file or qualify

(State)

HOF TRUST, 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:
EMILY K VU

4411 BEE RIDGE RD, 633, SARASOTA, FL 34233

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 VU
(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.

EMILY K VU

Name:

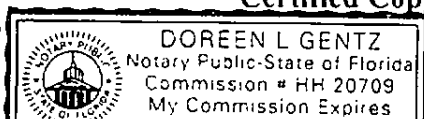
Chairman of the Board of Trustees

NOTARY

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

CR2E06J(3/00)



AFFIDAVIT OF TRUST

1. The following trust is the subject of this Affidavit:

EMILY KHANH VU and DAVID PHAM, Co-Trustees of the HOF
TRUST U/T/A dated September 10, 2021, by EMILY KHANH VU
and DAVID PHAM, Settlers, and any amendments thereto.


The signature of one Trustee is sufficient to exercise the powers of the Trustee. Any alternative description shall be effective to title assets in the name of the trust or to designate the trust as a beneficiary if the description includes the name of at least one initial or successor trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the trust.

2. The names and addresses of the currently acting Co-Trustees of the trust are as follows:

Name:	Address:
EMILY KHANH VU	2424 Whippoorwill Cir. Sarasota, FL 34231
DAVID PHAM	2424 Whippoorwill Cir. Sarasota, FL 34231

3. The trust is currently in full force and effect.
4. Attached to this Affidavit and incorporated in it are selected provisions of the trust evidencing the following:
- a. **Article I** - Creation and Name of Trust with names of initial trustees
 - b. **Article V** - Powers of Trustees
 - c. **Article X** - Revocability
 - d. **Article XI** - Trustees
 - e. **Signature Pages**
5. The trust provisions which are not attached to the Affidavit are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustees.
6. The signatories of this Affidavit are currently the acting Co-Trustees of the trust and declare that the foregoing statements and the attached trust provisions are true and correct, under penalty of perjury.

7. This Affidavit is dated September 10, 2021



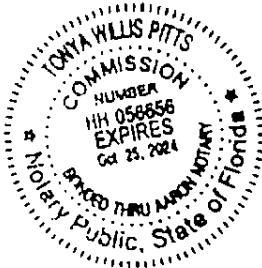
EMILY KHANH VU

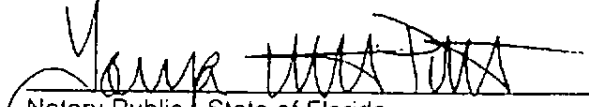


DAVID PHAM

STATE OF FLORIDA)
)
COUNTY OF SARASOTA) ss.

Acknowledged and subscribed before me by means of ☒ physical presence or ☐ online notarization, by Emily Khanh Vu and David Pham, as settlors and co-trustees, ☐ who are personally known to me or ☒ who both have produced Drivers License as identification, on September 10, 2021.





Notary Public | State of Florida

HOF TRUST AGREEMENT

TRUST AGREEMENT, made September 10, 2021, between Emily Khanh Vu, of Sarasota County, Florida, a citizen of the United States, and David Pham, of Sarasota County, Florida, a citizen of the United States, the Settlers, who will be referred to in the first person, and Emily Khanh Vu and David Pham, who will be referred to, along with their successors, as the co-trustees and trustees. Emily Khanh Vu and David Pham are husband and wife and were married in the State of New Jersey.

ARTICLE I Creation and Name of Trust

We hereby transfer to the trustees the property described in the schedule attached as "Exhibit A," on the terms and conditions set forth in this agreement. With the consent of the trustees, additional property may be transferred from time to time to this trust estate by us or by any other person, and that property shall be held and disposed of on the same terms and conditions as the property originally transferred. This trust shall be known as HOF TRUST.

ARTICLE V Powers of Trustees

In the administration of any trust established hereunder, our trustees shall have the following powers:

- a. To retain any property we may contribute to this trust, either during our life or at our death, or to sell, exchange, or otherwise dispose of the property, at public or private sale, without application to court, on any terms, including the extension of credit, which they consider advisable.
- b. To acquire, by purchase or otherwise, any property, real or personal, without being limited by any provision of law that restricts investments by fiduciaries and without regard to any principles of diversification, including, but not limited to, common and preferred stocks, bonds, mutual funds, common trust funds, corporate or company interests, general or limited partnership interests, secured and unsecured obligations and mortgages; or to sell, exchange, or otherwise dispose of the property, at public or private sale, without application to court, on any terms, including the extension of credit, which they consider advisable.
- c. To acquire and pay for, exercise, or sell any options or subscription rights in connection with securities or any other property.
- d. To hold securities in the names of nominees or in bearer form.
- e. To operate, repair, alter, improve, insure, grant options on, mortgage, partition, or lease for any period of time any real property or interest in real property held by them.
- f. To retain and pay, as an expense of administration, appraisers, accountants, attorneys, investment advisors, and other assistants, and to delegate discretionary and nondiscretionary investment management authority.

g. To borrow money from any source and for any purpose, including, but not limited to, the payment of taxes, and to pledge or mortgage any assets held by them as security for money borrowed.

h. To make distributions from any trust created hereunder in cash, in kind, or partly in each, and to allocate property other than ratably.

i. To hold property of separate trusts in common investments for the convenience of investment or administration.

j. To enter into contracts or agreements or to compromise or settle any debts, claims, or controversies as they consider necessary or advisable.

k. To vote personally or by proxy any share of stock held by them.

Our trustees may act freely under all of the powers given to them after forming their judgment concerning the wisest and best course to pursue based on all of the circumstances, without the necessity of obtaining the consent or approval of any interested person or any court, and notwithstanding that they may be interested in connection with the same matters in other capacities.

The powers granted to the trustees shall be considered to be supplementary to, and not exclusive of, the general powers of trustees according to law and shall include all powers necessary to carry the same into effect.

ARTICLE X Revocability

We retain the following rights and powers:

a. The right to revoke this agreement and the trusts created in it by a writing delivered to the trustees.

b. The right to revoke this agreement and the trusts created in it with respect to any funds, securities, or other property held by the trustees and to require the same to be paid over, assigned, and delivered to us, free from trust, by writing delivered to the trustees.

c. The right and power to amend, change, and supplement this agreement by written agreement between us and the trustees, executed in like manner as this Trust Agreement.

d. The right and power to remove any trustee serving under this agreement, with cause, by a writing delivered to the trustees, and to appoint a successor trustee.

ARTICLE XI
Trustees

On the death, incapacity, or incompetence (as defined in Article II) of us or any successor to us, or in the event that we or any successor to us resigns or fails or ceases to serve as trustee for any other reason, the following in the following order shall serve automatically as successor trustee:

- a. David Thanh Pham, our son when he is at least 22 years of age
2424 Whippoorwill Cir.
Sarasota, FL 34231

and/or

- b. Brian Toan Pham, our son when he is at least 22 years of age
2424 Whippoorwill Cir.
Sarasota, FL 34231.

David Thanh Pham and Brian Toan Pham shall serve as co-trustees once they both have, at least, reached the age of 22 years. However, if any one of them is unable or unwilling to serve as co-trustee at anytime, then the remaining trustee may serve as the sole trustee.

In the event that David Thanh Pham or Brian Toan Pham are unable to serve because they have not reached 22 years of age, then we designate as successor trustee to serve temporarily until any one of our sons is able to serve when he reaches 22 years of age, the following persons:

- c. Steve Abramoff, Esq., our attorney
1555 Zion Road
Northfield, NJ 08225;

in the event that Steve Abramoff is unable or unwilling to serve, then

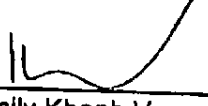
- d. Phu A. Vu, our brother
4804 Riveredge Cove
Snellville, GA 30039.

Any corporate trustee shall be entitled to reasonable compensation for its services as trustee, in accordance with its published schedule of fees in effect at the time compensation is paid.

Any successor trustee shall serve with all the powers, discretions, and immunities granted in this document to our trustees, shall have no duty to investigate or inquire into the acts of a former trustee, shall and have no liability for the acts or omissions of a former trustee.

SIGNATURE PAGES

IN WITNESS WHEREOF, we and the co-trustees have duly executed this Trust Agreement the day and year first written on the first paragraph of this document.



Emily Khanh Vu
Settlor



David Pham
Settlor

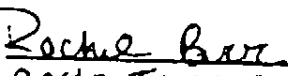


Emily Khanh Vu
Co-Trustee

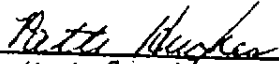


David Pham
Co-Trustee

We certify that the above instrument was signed willingly, published, and declared by Emily Khanh Vu and David as their TRUST AGREEMENT in our joint presence, and at their request we have signed our names as attesting witnesses in their presence and in the presence of each other on September 10, 2021.



9040 Town Center Parkway
Lakewood Ranch, FL 34202
Witness



1626 Rippling Bend Suite 300
Naples, FL 34106
Witness

STATE OF FLORIDA
COUNTY OF SARASOTA

2024 APR 19 AM 3:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

We, Emily Khanh Vu and David Pham, as settlors and co-trustees, declare to the officer taking our acknowledgment of this instrument, and to the subscribing witnesses, that we signed this instrument as our Trust Agreement.

Emily Khanh Vu
Settlor and Co-Trustee

David Pham
Settlor and Co-Trustee

We, Rachel Burr and PATTI HUGHES have been sworn by the officer signing below, and declare to that officer on our oaths that the Settlers declared the instrument to be their Trust Agreement and signed it in our presence and that we each signed the instrument as a witness in the presence of the Settlers and of each other.

Rachel Burr
9040 Town Center Parkway
Lakewood Ranch, FL 34202
Witness

Patti Hughes
1606 Ringling Blvd Suite 300
SARASOTA FL 34236
Witness

Acknowledged and subscribed before me by means of ☒ physical presence or ☐ online notarization, by Emily Khanh Vu and David Phan, as settlors and co-trustees, who are personally known to me or who both have produced Drivers License as identification, and sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, by the witnesses, Rachel Burr who is personally known to me or who has produced Patti Hughes as identification and Patti Hughes who is personally known to me or who has produced Patti Hughes as identification, and subscribed by me in the presence of the settlor and the subscribing witnesses, all on September 10, 2021.



Tonya Willis Pitts
Notary Public - State of Florida

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HOF TRUST AGREEMENT