

N 25000000925

(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

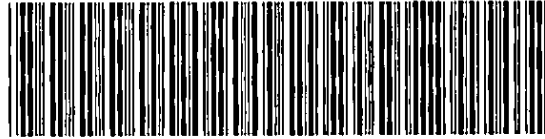
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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Office Use Only



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2025 JAN 21 PM 12:40

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2025 JAN 21 PM 12:40

RECEIVED

FLORIDA CAPITAL COURIER SERVICES, INC  
2330 CLARE DRIVE  
TALLAHASSEE, FL 32309  
(850) 524-54372  
(850) 524-6243

Please use funds from the account I20210000160: \$87.50

Authorization Signature *[Signature]*

Maryland Farm Trust Inc.

Business

#Document

Walk in

\_\_\_\_ Will wait

\_\_\_\_ Certified Copies of the articles

\_\_\_\_ Certificate of Status

**NEW FILINGS**

\_\_\_\_ Profit  
\_\_X\_\_ Not for Profit  
\_\_\_\_ LLC  
\_\_\_\_ Domestication  
\_\_\_\_ INC  
\_\_\_\_ CORP  
\_\_\_\_ OTHER

**AMENDMENTS**

\_\_\_\_ Amendment  
\_\_\_\_ Resignation of R.A.  
\_\_\_\_ Change of Registered Agent  
\_\_\_\_ Revocation of Dissolution  
\_\_\_\_ Conversion  
\_\_\_\_ Statement of Authority  
\_\_\_\_ Merger  
\_\_\_\_ Amended and Restated Articles

**OTHER FILINGS**

\_\_\_\_ TRANSMITTAL LETTER  
\_\_\_\_ Fictitious Name  
\_\_\_\_ Statement of Authority  
\_\_\_\_ APOSTIL \_\_\_\_\_  
                    COUNTRY

**REGISTRATION/QUALIFICATIONS**

\_\_\_\_ Foreign Filing  
\_\_\_\_ Partnership  
\_\_\_\_ Reinstatement  
\_\_\_\_ Statement of CORRECTION  
\_\_\_\_ Domestication of a Foreign Corp.  
\_\_\_\_ Other

EXAMINER'S INITIALS: \_\_\_\_\_

2025 JUN 03 PM 4:47

FILED

## COVER LETTER

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

**SUBJECT:** Maryland Farm Trust Inc.

(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

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

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☐ \$78.75  
Filing Fee  
& Certified Copy

☒ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

**FROM:** Samantha Clay  
\_\_\_\_\_  
Name (Printed or typed)

6869 Carolyn Way  
\_\_\_\_\_  
Address

Lake Worth  
\_\_\_\_\_  
City, State & Zip

561-413-8024  
\_\_\_\_\_  
Daytime Telephone number

Sam@L3Advisors.com

E-mail address: (to be used for future annual report notification)

**NOTE: Please provide the original and one copy of the articles.**

**ARTICLES OF INCORPORATION  
FOR  
NON-PROFIT CORPORATION  
OF  
Maryland Farm Trust, Inc.**

**ARTICLE 1  
Name of Corporation**

The name of the corporation is Maryland Farm Trust, Inc.

**ARTICLE 2  
Purposes**

1. Any provision of these Articles of Maryland Farm Trust, Inc. to the contrary notwithstanding, Maryland Farm Trust, Inc. shall not have any purpose or object, nor have or exercise any power, nor engage in any activity, which in any way contravenes, or is in conflict with, the other provisions of **ARTICLE 2** of these Articles of Maryland Farm Trust, Inc.. As a particular purpose in furtherance of, consistent with, and subject to, the general and controlling purposes set forth in of this **ARTICLE 2**, the mission and purpose of Maryland Farm Trust, Inc. shall be to benevolently grant educational scholarships to people of need or ability or desire to further their educational experience. Maryland Farm Trust, Inc. shall be a local autonomy and shall not be connected with any state or national ecclesiastical religious or quasi-religious organization or corporation.

2. The objects and purposes of Maryland Farm Trust, Inc. are as follows:

(a) As general and controlling purposes, to conduct and carry on its work, not for profit, but exclusively for those certain charitable, or educational purposes including, for such purposes, benevolently granting educational scholarships to people of need or ability or desire to further their educational experience or the making of distributions or scholarships to organizations that qualify as exempt organizations under section within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 ("Code"), or corresponding section of any future federal tax code.

(b) No part of the net earnings of Maryland Farm Trust, Inc. shall inure to the benefit of, or be distributable to its Members, Trustees, Officers, or other private persons, except that Maryland Farm Trust, Inc. shall be authorized and empowered to pay reasonable compensation for services rendered and to

make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of Maryland Farm Trust, Inc. shall be the carrying on for propaganda, or otherwise attempting to influence legislation, and Maryland Farm Trust, Inc. shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, Maryland Farm Trust, Inc. shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Code, or corresponding section of any future federal tax code.

3. Notwithstanding any other provision of these Articles of Maryland Farm Trust, Inc., if, at any time, Maryland Farm Trust, Inc. shall be determined to be a private foundation or private operating foundation, as defined in section 509 or section 4942 of the Code, then:

(a) Maryland Farm Trust, Inc. shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Code.

(b) Maryland Farm Trust, Inc. shall not engage in any act of self-dealing as defined in section 4941(d) of the Code.

(c) Maryland Farm Trust, Inc. shall not purchase nor retain any excess business holdings as defined in section 4943(c) of the Code.

(d) Maryland Farm Trust, Inc. shall not make any investments in such manner as to subject it to tax under section 4944 of the Code.

(e) Maryland Farm Trust, Inc. shall not make any taxable expenditure as defined in section 4945(d) of the Code.

### ARTICLE 3

#### Duration

Maryland Farm Trust, Inc. shall have perpetual duration.

### ARTICLE 4

#### Mailing Address

The mailing address of the principal office of Maryland Farm Trust, Inc. is 6869 Carolyn Way, Lake Worth, FL 33463.

#### ARTICLE 5

##### **Distribution of Assets Upon Dissolution**

If, at any time, Maryland Farm Trust, Inc. dissolves, the assets of Maryland Farm Trust, Inc. shall be applied and distributed as follows:

1. All liabilities and obligations of Maryland Farm Trust, Inc. shall be paid; and discharged, or adequate provision shall be made therefore;
2. Assets held by Maryland Farm Trust, Inc. upon condition requiring return; transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements;
3. Assets that have been received and are held by Maryland Farm Trust, Inc. subject to limitations permitting their use only for religious, charitable, educational or similar purposes, and that are not held upon a conditioning requiring return, transfer, or conveyance by reason of dissolution, shall be transferred or conveyed to (i) one or more Maryland Farm Trust, Inc.'s, societies, or organizations, organized under the laws of any state, that are exempt under section 501(c)(3) of the Code (ii) the Federal government, or (iii) a state or local government, for a public purpose, pursuant to a plan of distribution adopted as provided by law;
4. Any assets not disposed of pursuant to the provisions of this **ARTICLE 5** shall be disposed of by a court of competent jurisdiction of the county in which the principal office of Maryland Farm Trust, Inc. is then located to such organizations, as the court shall determine, which are organized and operated exclusively for religious or charitable purposes and are exempt under section 501(c)(3) of the Code.

#### ARTICLE 6

##### **By-Laws and Constitution**

The affairs and purpose of Maryland Farm Trust, Inc. shall be conducted in accordance with the Constitution of Maryland Farm Trust, Inc. and the By-Laws of Maryland Farm Trust, Inc., as amended from time to time.

#### ARTICLE 7

##### **Indemnification of Trustees,**

### Employees and Agents

1. To the fullest extent permitted by, and in accordance with the provisions of Florida law, as the same exists or may hereafter be amended, but only to the extent not in conflict with the provisions of **ARTICLE 2** of these Articles of Maryland Farm Trust, Inc., Maryland Farm Trust, Inc. shall indemnify each Trustee and Employee or Agent of Maryland Farm Trust, Inc. against expenses (including, but not limited to, attorneys' fees), judgments, taxes, penalties, fines (including, but not limited to, any excise tax assessed with respect to any employee benefit plan) and amounts paid in settlement (collectively, a "Liability"), incurred by such Trustee and Employee or Agent in connection with defending and threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which such Trustee and Employee or Agent is, or is threatened to be made, a party because such Trustee and Employee or Agent is or was a Trustee and Employee or Agent of Maryland Farm Trust, Inc., or is or was serving as the request of Maryland Farm Trust, Inc. as a Trustee, Member, Partner, Employee, or Agent of another domestic or foreign Maryland Farm Trust, Inc., partnership, joint venture, trust or other enterprise, including, but not limited to, service with respect to employee benefits plans. A Trustee and Employee or Agent of Maryland Farm Trust, Inc. shall be considered to be serving an employee benefit plan at Maryland Farm Trust, Inc.'s request if the duties of such Trustee and Employee or Agent to Maryland Farm Trust, Inc. also impose duties on or otherwise involve services by such Trustee and Employee or Agent to the plan or to participants in or beneficiaries of the plan.

2. To the fullest extent authorized or permitted by, and in accordance with the provisions of Florida law, as the same exists or may hereafter be amended, but only to the extent not in conflict with the provisions of **ARTICLE 2** of these Articles of Maryland Farm Trust, Inc., Maryland Farm Trust, Inc. shall pay or reimburse expenses (including, but not limited to, attorneys' fees) incurred by a Trustee and Employee or Agent of Maryland Farm Trust, Inc. who is a party to a proceeding in advance of final disposition of such proceeding.

3. The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this **ARTICLE 7** with respect to any Trustee and Employee or Agent of Maryland Farm Trust, Inc. shall, to the fullest extent authorized or permitted by, and in accordance with the provisions of, Florida law, as the same exists or may hereafter be amended, but only to the extent not in conflict with the provisions of **ARTICLE 2** of these Articles of Maryland Farm Trust, Inc. (i) not be deemed exclusive of other rights, if any, to which such Trustee and Employee or Agent of Maryland Farm Trust, Inc. seeking such indemnification or advancement may be entitled under any Constitution and By-

Law, agreement, action of disinterested parties, or otherwise, as to any action by such Trustee and Employee or Agent in his or her official capacity as such or as to any action of such Trustee and Employee or Agent of Maryland Farm Trust, Inc. in any other capacity, (ii) continue as to a person who has ceased to be a Trustee and Employee or Agent of Maryland Farm Trust, Inc., and (iii) inure to the benefit of the heirs, executors, and administrators of such a person.

4. To the fullest extent authorized or permitted by, and in accordance with the provisions of Florida law, as the same exists or may hereafter be amended, but only to the extent not in conflict with the provisions of **ARTICLE 2** of these Articles of Maryland Farm Trust, Inc., Maryland Farm Trust, Inc. may purchase and maintain insurance on behalf of an individual who is or was a Trustee and Employee or Agent of Maryland Farm Trust, Inc., or who, while a Trustee and Employee or Agent of Maryland Farm Trust, Inc., is or was serving at the request of Maryland Farm Trust, Inc. as a Member, Trustee, Partner, Employee, or Agent of another foreign or domestic Maryland Farm Trust, Inc., partnership, joint venture, trust, employee benefit plan or other enterprise, against Liability asserted against or incurred by such Trustee and Employee or Agent in that capacity or arising from such Trustee and Employee or Agent's status as a Trustee and Employee or Agent, whether or not Maryland Farm Trust, Inc. would have power to indemnify such Trustee and Employee or Agent against the same Liability under the provisions of this **Article 7**.

5. Any repeal or modification of the **ARTICLE 7** by the governing body of Maryland Farm Trust, Inc. shall not adversely affect any right or protection of a Trustee and Employee or Agent of Maryland Farm Trust, Inc. under this **ARTICLE 7** with respect to any act or omission occurring prior to the time of such repeal or modification.

#### ARTICLE 8

##### **Elimination of Certain Liability of Trustee**

1. An Employee of Maryland Farm Trust, Inc. shall not be personally liable to Maryland Farm Trust, Inc. for monetary damages for breach of such Employee's duties; provided, however, that this provision shall not eliminate or limit the liability of an Employee for the following:

(a) For any transaction in which such Employee's personal financial interest is in conflict with the financial interests of Maryland Farm Trust, Inc.,

(b) For acts or omissions not in good faith or which involve intentional misconduct or are known to such Employee to be a violation of law; or



(c) For any transaction from which such Employee derived an improper personal benefit. This **ARTICLE 8** shall continue to be applicable with respect to any such breach of duties by an Employee of Maryland Farm Trust, Inc. as an Employee notwithstanding that such Employee may thereafter cease to be an Employee and shall inure to the personal benefit of such Employee's heirs, executors and administrators.

#### ARTICLE 9

##### **Severability of Provisions**

Except as may conflict with the provisions of **ARTICLE 2** of these Articles of Maryland Farm Trust, Inc., if any provision of these Articles of Maryland Farm Trust, Inc. or its application to any person or circumstances shall be held invalid by a court of competent jurisdiction, the invalidity shall not affect any other provisions or applications of these Articles of Maryland Farm Trust, Inc. that can be given effect without the invalid provision or application, and, to this end, the provisions of these Articles of Maryland Farm Trust, Inc. are severable.

#### ARTICLE 10

##### **Amendments: Bylaws**

1. Maryland Farm Trust, Inc.'s Articles of Maryland Farm Trust, Inc. may be amended in the manner provided by law.
2. The governing body of Maryland Farm Trust, Inc. shall adopt a Constitution or By-Laws for Maryland Farm Trust, Inc., and the governing body of Maryland Farm Trust, Inc. may change or revise such Constitution or By-Laws at any time and from time to time.

#### ARTICLE 11

##### **Registered Agent**

1. The street address of Maryland Farm Trust, Inc.'s initial registered office in Florida is 6869 Carolyn Way, Lake Worth, Florida 33463, and the name of the initial registered agent at that office is Samantha Clay.

#### ARTICLE 12

##### **Directors**

1. The initial Board of Directors of Maryland Farm Trust, Inc. shall consist of three (3) directors; and the directors shall serve until the first annual meeting of the members of Maryland Farm Trust, Inc. or until their successors are elected and qualified and their addresses are:

Matthew Potash  
6869 Carolyn Way  
Lake Worth, FL 33463

Justin Potash  
6869 Carolyn Way  
Lake Worth, FL 33463

Hailey Potash  
6869 Carolyn Way  
Lake Worth, FL 33463


2. The numbers of directors thereafter shall be as the Bylaws of Maryland Farm Trust, Inc. may from time to time provide.

ARTICLE 13  
**Incorporator**


1. The name and mailing address of the incorporator is:

Samantha Clay  
6869 Carolyn Way  
Lake Worth, FL 33463

EXECUTED by the incorporator on January 21, 2025.

  
\_\_\_\_\_  
Samantha Clay

I, Samantha Clay, consent to serve as the registered agent on behalf of Maryland Farm Trust, Inc.

  
\_\_\_\_\_  
Samantha Clay

This instrument was prepared by:

  
\_\_\_\_\_

Samantha Clay  
6869 Carolyn Way  
Lake Worth, FL 33463  
(561) 413-8024

My  
del