

DECLARATION OF TRUST AND LAND TRUST AGREEMENT

STATE OF FLORIDA
COUNTY OF COLUMBIA

THIS TRUST AGREEMENT, dated this 10TH day of JANUARY 2020, known as LAKE CITY Land Trust 24-4S-16-023, is to certify that DAVID GRUBER as Trustee, is duly authorized to accept and execute trusts within the State of FLORIDA, as Trustee hereunder, is about to take title of the following described real estate in COLUMBIA County, State of FLORIDA, to wit: 236 SW CHRIS TERRACE, LAKE CITY, FL 32024 Parcel Number: 24-4S-16-03103-023.

Legal Description:

Commence at the Southwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 24, Township 4 South, Range 16 East, Columbia County, Florida and run N $86^{\circ}29'46''$ E along the South line of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ a distance of 926.71 feet, thence N $1^{\circ}22'55''$ W 254.02 feet, thence N $2^{\circ}08'48''$ W 622.73 feet to the POINT OF BEGINNING, thence S $86^{\circ}29'46''$ W 208.37 feet, thence N $1^{\circ}22'55''$ W 211.89 feet, thence N $86^{\circ}29'46''$ E 205.54 feet, thence S $2^{\circ}08'48''$ E 211.80 feet to the POINT OF BEGINNING, containing 1.00 acres, more or less

Subject to: terms, provisions, restrictive covenants, conditions, reservations and easements contained in Declaration recorded in O.R. Book 385, page 158, public records of Columbia County, Florida.

Subject to: Right of Way Easement to Clay Electric Coop., Inc., as recorded in O.R. Book 795, page 2514, public records of Columbia County, Florida.

COUNTY TAX PARCEL NUMBER 24-4S-16-03103-023

TOGETHER WITH all singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to that real property; TO HAVE AND TO HOLD the same to the Party of the Second Part her heirs and assigns, in fee simple forever; AND the Party of the First Part does covenant to and with the Party of the Second Part, her heirs and assigns, that in all things preliminary to and in and about this conveyance the orders of the above named Court and the laws

of Florida have been followed and complied with in all respects. //

When Trustee has taken title thereto, or to any other real estate deeded to him or her as Trustee hereunder, he or she will hold the same for the uses and purposes and upon the trusts hereinafter set forth. IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any successors or assigns of parties hereto, as follows:

1. That, subject to the power of direction hereinafter provided for, the Trustee hereunder shall have and is hereby granted full power and authority to purchase, improve, subdivide, manage and protect said real estate or any part thereof: to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to re-subdivide said real estate as often as desired: to contract: to renovate, to repair, to sell: to grant options to purchase, to sell on any terms; to take back, foreclose and release mortgages; to convey either with or without consideration, to carry back financing: to convey said real estate or any part thereof to a successor or successors in trust, all of the title, estate, powers and authorities vested in said Trustee: to donate, dedicate, mortgage,

pledge as collateral or otherwise encumber said real estate, or any part thereof, from time to time to contract to lease, or if required, to hire management for said real estate, or any part thereof, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter: and to grant options to lease, options to renew leases, options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present and future rentals: to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind; to release, convey or assign any right, title use or interest in or to said real estate or any part thereof; and to deal with said property and every part thereof in all other ways and for other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter, including filing lawsuits and hiring counsel.

2. That, this is an express executory trust and that the purpose of this Trust is to preserve, maintain and provide for the health, education and welfare of the following named person(s) (or any successors in interest as hereinafter provided for) who shall be the beneficiaries of this Trust and be entitled to the earnings, avails and proceeds of said real estate in the percentages and under the circumstances shown, individually and not as partners or a partnership, unless a separate partnership agreement is entered into, to wit:

Vontell Mitchell - 37.52% BENEFICIAL INTEREST, Global Prosperity, LLC - 9.29% BENEFICIAL INTEREST, Clean Energy - 53.19% BENEFICIAL INTEREST.

2a. The following have loaned money to the trust to buy the above property and upon sale the loans will be repaid before any proceeds from the sale are distributed to the beneficiaries: Vontell Mitchell - \$40,364, Global Prosperity, LLC - \$10,000, Clean Energy - \$5,000.

3. That, no assignment of an interest other than by operation of law shall be binding on the Trustee until the original or duplicate original of said assignment is lodged with the Trustee and its acceptance indicated thereon. Any person having a power of direction who is not a beneficiary hereunder shall not have the right to assign such power without the written collective consent of all beneficiaries hereunder. No person or beneficiary hereunder shall have the right to contract for or bind the Trustee personally.

4. That, the beneficiary or beneficiaries hereunder or his, her, or their agents shall in his, her or their own right have the full management and handling of said property (unless otherwise superseded by state law), and the Trustee shall not be required to do anything in the management or control of said real estate or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except on written direction as hereinabove provided and after payment to it of all monies necessary to carry out said instructions.

5. That, in case the Trustee shall make any advances of money on account of this Trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this Trust, or in case the Trustee shall be compelled to pay any sum of money on account of this Trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, that upon proof of these expenses, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the Trustee, with interest thereon at the rate of 12% per annum, all such disbursements or payments made by the Trustee, together with its expenses, including reasonable attorney's fees, and that the Trustee shall not be called upon to convey or otherwise deal with said Property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by the Trustee shall have been fully paid, together with interest herein as aforesaid. However, nothing therein contained shall be construed as requiring the Trustee to advance or payout any money on account of this trust or to prosecute or defend any legal proceeding involving this Trust or any property or interest thereunder unless it shall be directed to do so, furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto.

6. That, nothing therein contained shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly understood that unless Trustee(s) has otherwise assigned these duties under direction from the authorized Director(s), the beneficiaries hereunder from time to time will individually make all such reports and pay any and all taxes growing out of their interest in the avails and proceeds under this Trust Agreement. ;

7. That, any contracts, obligations or indebtedness incurred Or entered into by the Trustee in connection with said real estate may be entered into by the Trustee in the name of the beneficiaries hereunder, as their attorney-in-fact, hereby irrevocably appointed for such purpose, or, at the election of the Trustee, in its own name, as Trustee of an express trust, and the Trustee shall have no obligation whatsoever with respect to any such

contract, obligation or indebtedness except only so far as the trust property shall be applicable to the payment and discharge thereof.

8. That, no party dealing with said Trustee or any successor Trustee in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, shall be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this Trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee or be obliged or privileged to inquire into any of the terms of this Trust Agreement and every deed, trust deed, mortgage, lease, management agreement, or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance, lease, mortgage or other instrument, (a) that at the time of the delivery thereof, the trust created by this Trust Agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Trust Agreement and all amendments hereof, if any, and binding upon all beneficiaries under this Trust Agreement; (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, management agreement, mortgage or other instrument; and (d) if a conveyance has been made to a successor or successors in trust; that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

9. That, this Trust Agreement shall not be placed on public record in the county in which the real estate is situated or elsewhere, but if for any reason same is so recorded, such recording shall not be considered as notice of the rights of any person hereunder derogatory to the title or powers of said Trustee.

10. That, the Trustee may at any time resign by sending a notice of its intention to do so by certified mail to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten days after the mailing of such notices by the Trustee. In the event of such resignation, a successor or successors may be appointed (if not previously appointed as recorded in public records within the Deed Into Land Trust or Deed Addendum or as otherwise appointed) by the person or persons then entitled hereunder to direct to Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust via Trustee's Deed conveying all Trustee's interests, rights, powers and duties to designated successor Trustee and shall thereafter refer all matters concerning the Trust in a manner prescribed in said notice. Every Successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor and shall operate under the terms and conditions of this Trust Agreement until a new Trust Agreement is entered into. In the event that no successor in trust is named as above provided within ten (10) days after mailing of such notices by the Trustee, then the Trustee may convey the trust property to the beneficiaries in accordance with their respective interests hereunder, or the Trustee may at its option, file a bill for appropriate relief in any court of competent jurisdiction. The Trustee, notwithstanding such resignation, shall continue to have a first lien on the trust property for its costs, expenses and attorney's fees and for its reasonable compensation as stated herein.

11. That, the Trustee may at any time be terminated by the person or persons then holding the power of direction over the Trust, by sending a notice of intention to do so by certified mail to the Trustee named hereunder at his or her last known address. Such termination shall become effective ten (10) days after the mailing of such notices by the Director or beneficiary(ies). In the event of such termination, a successor or successors may be appointed, if not previously appointed via an Affidavit of Trust or otherwise, or via public records recording, by the person or persons then entitled hereunder to direct to Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust via Trustee's Deed conveying all Trustee's interests, rights, powers and duties to the designated successor Trustee(s) and shall thereafter refer all matters concerning the Trust in a manner prescribed in said notice. Every Successor Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor and shall operate under the terms and conditions of this Trust Agreement until a new Trust Agreement is entered into. In the event that no successor in trust is named as above provided within ten (10) days after mailing of such notices by the Director or beneficiary(ies), then the Trustee shall convey the trust property to the beneficiaries in accordance with their respective interests hereunder. The Trustee, notwithstanding such termination, shall continue to have a first lien on the trust property for its costs, expenses and attorney's fees and for its reasonable compensation as stated herein.

12. That, in the event any property shall be remaining in this trust twenty (20) years from this date, and if said

as expeditiously as possible and on reasonable advertisement and on reasonable notice to the then beneficiary(ies) hereunder, and after deducting its reasonable fees and expenses, shall divide the proceeds among said beneficiary(ies) as their respective interests may then appear.

13. That, said Trustee shall receive for its services in accepting this trust and in taking title hereunder the sum of ONE HUNDRED dollars (\$100), also the sum of ONE HUNDRED dollars (\$100) per year for holding title after the 10TH day of JANUARY, 2020; so long as any property remains in this trust; also its regular schedule of fees for making deeds, mortgages, leases and/or other instruments as may from time to time be required hereunder, and it shall receive reasonable compensation for any special services which may be rendered by it hereunder, or for taking any property which may hereafter be deeded to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay, and it is hereby understood and agreed that all such fees and compensations shall constitute a first lien on the real estate and property held hereunder.

IN TESTIMONY WHEREOF, said Trustee, accepted the duties of Trustee the day and year first above written, and on said day the said beneficiaries have signed this Declaration of Trust and Land Trust Agreement in order to signify his or her assent to the terms hereof. Witness the hands and seals of the undersigned.

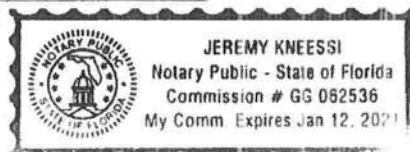
 (Seal)
WITNESS

 (Seal)
TRUSTEE: DAVID GRUBER

Sworn to and subscribed before me of even date.


NOTARY PUBLIC

(SEAL)



 (Seal)
WITNESS

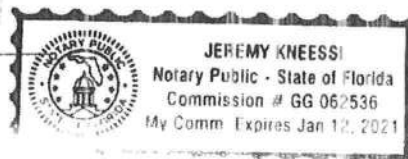
 Manager of Clean Energy Trust

53.19% BENEFICIARY: CLEAN ENERGY


Sworn to and subscribed before me of even date.


NOTARY PUBLIC

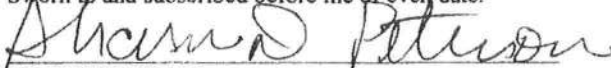
(SEAL)



 (Seal)
WITNESS

 (Seal)
37.52% BENEFICIARY: Vontell Mitchell

Sworn to and subscribed before me of even date.


NOTARY PUBLIC

(SEAL)



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APPOINTMENT OF LAND TRUST TRUSTEE

The undersigned Beneficiaries represent that they are all and one hundred percent of the beneficiaries to that certain Declaration of Trust and Land Trust Agreement, dated on the 12TH day of SEPTEMBER 2018, and which is known as JAX Land Trust 005587-0000 (a Land Trust); and they hereby appoint DAVID GRUBER whose address is 912 14TH ST N, JAX BCH, FL 32250 to represent all of their beneficial interests in said Trust as their Trustee as fiduciary for said interests jointly and severally in accepting written direction from the below named beneficiaries and their successors and serving the said trust as trustee, following their written direction in the performance of such ministerial tasks as are authorized and required by the above referenced Trust agreement under which said trust has been created. In the event of the death, disability, incapacity, resignation, termination or refusal to act of the Trustee appointed herein, and if no Successor Trustee has been appointed, then the duties of the Trustee shall devolve upon the below named beneficiaries and or their assigns pursuant to the above referenced Trust Agreement until such time as a replacement Trustee shall be appointed by all of them, or if all are not living, then the remaining primary beneficiaries, if any, and at such time, (s)he shall transfer all trust assets to the beneficiaries by Trustee's Deed, or upon duly authorized direction of the beneficiaries, to any newly appointed Trustee, and any further actions taken by the above Trustee shall be personal, and not as the authorized or lawful holder of the Trustee powers over the aforesaid Trust. So say we all, holders of 100% of the beneficial interests.


CLEAN ENERGY Beneficiary of 53.19% undivided interest

✓ 
Vontell Mitchell Beneficiary of 37.52% undivided interest


Global Prosperity, LLC Beneficiary of 9.29% undivided interest

ACCEPTANCE/DECLINING OF TRUSTEE APPOINTMENT

TO: The above beneficiaries of the above said trust. This is to advise you that as of the 10TH day of JANUARY, 2020, I hereby (X) accept or () decline the position of Trustee subject to the power of direction over the aforesaid Trust together with my fiduciary to each and all of you. Please govern yourselves accordingly.

DAVID GRUBER, AS TRUSTEE (SEAL)

(Seal)
WITNESS

53.19% BENEFICIARY: CLEAN ENERGY

Sworn to and subscribed before me of even date.

NOTARY PUBLIC

(SEAL)

WITNESS (Seal)

37.52% BENEFICIARY: Vontell Mitchell (Seal)

Sworn to and subscribed before me of even date.

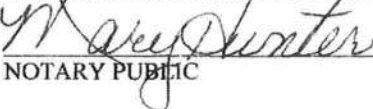
NOTARY PUBLIC

(SEAL)




T. A. R. Smith (Seal)
WITNESS

Sworn to and subscribed before me of even date.



NOTARY PUBLIC



Angela Gaston (Seal)
9.29% BENEFICIARY: Global Prosperity, LLC

