

D22000000019

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

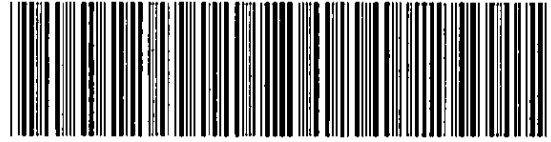
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600384673656

FILED

2022 APR 11 PM 12:42

SECRETARY OF STATE
TALLAHASSEE, FL

RECEIVED

2022 APR 11 AM 11:38

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 590597 7746188
AUTHORIZATION : *Signed by [unclear]*
COST LIMIT : \$ 350.00

ORDER DATE : April 5, 2022
ORDER TIME : 9:52 AM
ORDER NO. : 590597-010
CUSTOMER NO: 7746188

FOREIGN FILINGS

NAME: SFS LEASING, LTD

XXXX QUALIFICATION (TYPE: BST)

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX_____ PLAIN STAMPED COPY
_____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Eyliena Baker -- EXT#

EXAMINER: _____

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

FILED

2022 APR 11 PM 12:42

SECRETARY OF STATE
TALLAHASSEE, FL

SFS LEASING, LTD.

A STATUTORY 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 SFS Leasing, Ltd., a

(Name of Trust)

Delaware Trust hereby affirms in order to file or qualify

(State)

SFS Leasing, Ltd., in the State of Florida.

(Name of Trust)

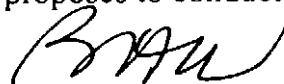
1. Two or more persons are named in the Trust.
2. The principal address is 5757 Woodway Drive, Ste. 400
Houston, TX 77057
3. The registered agent and street address in the State of Florida is:
Corporation Service Company
1201 Hays Street, Tallahassee, FL 32301
4. Acceptance by the registered agent: Having 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.



Assistant Vice President

(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.



Name:

Chairman of the Board of Trustees

NOTARY

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

[SPECIMEN FORM]

**APPLICATION FOR CERTIFICATE OF TRUST OF A FOREIGN BUSINESS TRUST
TO TRANSACT BUSINESS IN THE STATE OF INDIANA**

Secretary of State
Business Services Division
302 W. Washington Street, Rome E018
Indianapolis, IN 46204

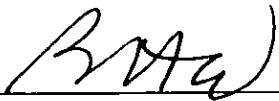
Pursuant to the Indiana Business Trust Act, the undersigned as a Trustee of _____ which was formed as a business Trust, desiring to effectuate the admittance of the Trust to transact business in the State of Indiana, certifies the following facts:

1. The name of the Trust is SFS Leasing, Ltd.
2. The principal address of the Trust is 5757 Woodway Dr., Ste. 400, Houston, TX 77057
3. The name of the Registered Agent in Indiana is Corporation Service Company, a Commercial Registered Agent.
4. The Trust was formed in the State of ~~Delaware~~ on March 2, 2022...
Wilmington Trust, National Association
5. The name and address of the Trustee is Rodney Square North, 1100 North Market St., Wilmington, DE 19890
6. The appointed officers of the Trust are Bennie H. Duck, Jr......

Attached hereto is a copy of the State of ~~Delaware~~ Certification of Trust.

In Witness Whereof, the undersigned executes this Application for Certificate of Authority, and verifies, subject to penalties of perjury, that the statements contained herein are true,

this 25th day of MARCH, 2022

, Trustee and Authorized Signer
Signature

Signator) represent(s) that the registered agent named in this application has consented to the appointment of registered agent.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SFS LEASING, LTD" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTH DAY OF APRIL, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID "SFS LEASING, LTD" IS A SERIES STATUTORY TRUST.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SFS LEASING, LTD" WAS FORMED ON THE SECOND DAY OF MARCH, A.D. 2022.



6650190 8300E

SR# 20221308363

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203096298

Date: 04-05-22

CERTIFICATE OF TRUST
OF
SFS LEASING, LTD.

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:46 PM 03/02/2022
FILED 04:46 PM 03/02/2022
SR 20220860639 - File Number 6650190

THIS CERTIFICATE OF TRUST of SFS Leasing, Ltd. (the "Trust") is being duly executed and filed on behalf of the Trust by the undersigned, as trustee, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. C. Section 3801 et seq.) (the "Act").

1. **Name.** The name of the statutory trust formed by this Certificate of Trust is SFS Leasing, Ltd.

2. **Delaware Trustee.** The name and address of the trustee of the Trust with a principal place of business in the State of Delaware are Wilmington Trust, National Association, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001.

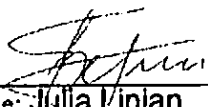
3. **Effective Date.** This Certificate of Trust shall be effective upon filing.

4. **Series.** Pursuant to Section 3806(b)(2) of the Act, the Trust may create one or more series having the rights and preferences set forth in the governing instrument of the Trust, as the same may be amended from time to time (each a "Series").

5. **Notice of Limitation of Liabilities of Each Series.** Pursuant to Section 3804(a) of the Act, there shall be a limitation on liabilities of each Series such that (a) the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to a particular Series shall be enforceable against the assets of such Series only, and not against the assets of the Trust generally or the assets of any other Series thereof and (b) unless otherwise provided in the governing instrument of the Trust, none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the Trust generally or any other Series thereof shall be enforceable against the assets of such Series.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Trust in accordance with Section 3811(a)(1) of the Act.

WILMINGTON TRUST, NATIONAL
ASSOCIATION, not in its individual capacity
but solely as trustee of the Trust

By: 
Name: Julia Linlan
Title: Vice President

TRUST AGREEMENT, dated as of March 2, 2022 (this "Agreement"), between Stellantis Financial Services, Inc., a Delaware corporation, as settlor and initial beneficiary (the "Initial Beneficiary"), and Wilmington Trust, National Association, a national banking association, as trustee (the "Delaware Trustee").

The Initial Beneficiary and the Delaware Trustee hereby agree as follows:

1. Formation of Trust.

(a) The trust created hereby shall be known as "SFS Leasing, Ltd." (hereafter, the "Trust"), in which name the Delaware Trustee may conduct the business of the Trust, make and execute contracts, and sue and be sued. The principal place of business of the Trust for purposes of Delaware law shall be in care of the Delaware Trustee at the offices of the Delaware Trustee located at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001.

(b) It is the intention of the parties hereto that the Trust created hereby constitute a statutory trust under Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. § 3801 et seq. (the "Act") and that this Agreement constitute the governing instrument of the Trust. Effective as of the date hereof, the Initial Beneficiary and the Delaware Trustee shall have all rights, powers and duties set forth herein and in the Act with respect to accomplishing the purposes of the Trust. The Delaware Trustee is hereby authorized and directed to execute and file a certificate of trust under the Act with the Delaware Secretary of State in the form attached hereto. The Initial Beneficiary and the Delaware Trustee, and such other parties as may be desirable or appropriate, will enter into an amended and restated trust agreement, satisfactory to each such party, to provide for the contemplated operation of the Trust created hereby.

(c) The Trust shall issue separate series of beneficial interests (each a "Series") in segregated pools of assets of the Trust pursuant to Section 3806(b)(2) of the Act, and each Series shall be a separate series of the Trust within the meaning of Sections 3804(a) and 3806(b)(2) of the Act. Pursuant to Section 3804(a) of the Act, there shall be a limitation on liabilities of each Series such that (a) the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to a particular Series shall be enforceable against the assets of such Series only, and not against the assets of the Trust generally or the assets of any other Series thereof and (b) none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the Trust generally or any other Series thereof shall be enforceable against the assets of such Series. Separate and distinct records shall be maintained by the Trust for each Series and the assets of the Trust associated with each Series shall be held and accounted for by the Trust separately from the assets of any other Series.

(d) The Delaware Trustee is hereby authorized and directed to (i) execute on behalf of the Trust a power of attorney to appoint Stellantis Financial Services, Inc. as the true and lawful attorney-in-fact for and on behalf of the Trust, to execute on behalf of the Trust an administration agreement, dated as of the date hereof, between the Trust and Stellantis Financial Services, Inc., (ii) to enter into licensing and qualification documents as provided to the Delaware Trustee by the Initial Beneficiary or its counsel (it being agreed that the Delaware Trustee shall have no responsibility for determining the sufficiency or adequacy of such documents) and to enter into such other documents and (iii) take such other action as the Initial Beneficiary specifically directs in written instructions delivered to the Delaware Trustee; provided, however, the Delaware Trustee shall not be required to take any action if the Delaware Trustee shall determine, or shall be advised by counsel, that such action is likely to result in personal liability or is contrary to applicable law or any agreement to which the Delaware Trustee is a party. The Initial Beneficiary is hereby authorized to prepare, execute, and deliver, or to cause to be prepared, executed and delivered, on behalf of the Trust, any applications, licenses, consents, agreements, or other documents necessary or convenient for the business of the Trust.

2. Concerning the Delaware Trustee.

(a) The Delaware Trustee agrees to perform its duties under this Agreement in good faith and in the best interests of the Trust, but only upon the express terms of this Agreement. Neither the Delaware Trustee nor any of its officers, directors, employees, agents or affiliates shall have any implied duties (including common law fiduciary duties) or liabilities under this Agreement or with respect to the Trust or any other person, which implied duties and liabilities are hereby eliminated.

(b) In carrying out its duties hereunder, the Delaware Trustee shall exercise the rights and powers vested in it only as set forth in this Agreement. No provision of this Agreement shall be construed to relieve the Delaware Trustee from liability for its own grossly negligent actions, its own grossly negligent failure to act, its own bad faith or willful misconduct or similar act or omission; provided, however, that the Delaware Trustee shall not be answerable or accountable hereunder under any circumstances, except for its own willful misconduct, negligence or bad faith. In particular, but not by way of limitation:

(i) The Delaware Trustee shall not be liable for any error of judgment made in good faith by an officer or employee of the Delaware Trustee, unless it shall be proved that the Delaware Trustee was grossly negligent or acted with bad faith or willful misconduct in performing its duties in accordance with the terms of this Agreement;

(ii) The Delaware Trustee shall not be liable for the acts or omissions of the Initial Beneficiary nor shall the Delaware Trustee be liable for any act or omission by it in good faith in accordance with the express directions of the Initial Beneficiary;

(iii) No provision of this Agreement shall require the Delaware Trustee to expend or risk its personal funds or otherwise incur any financial liability in the performance of its rights or duties hereunder, if the Delaware Trustee shall have reasonable

grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it;

(iv) Under no circumstance shall the Delaware Trustee be liable for any representation, warranty, covenant or indebtedness of the Trust;

(v) The Delaware Trustee shall not be liable for or in respect of the genuineness, form or value of the Trust property, the validity or sufficiency of this Agreement or for the due execution hereof by the Initial Beneficiary;

(vi) In the event that the Delaware Trustee is unsure of the course of action to be taken by it hereunder, the Delaware Trustee may request instructions from the Initial Beneficiary and to the extent the Delaware Trustee follows such instructions in good faith it shall not be liable to any person. In the event that no instructions are provided within the time requested by the Delaware Trustee, it shall have no duty or liability for its failure to take any action or for any action it takes in good faith;

(vii) All funds deposited with the Delaware Trustee hereunder may be held in a non-interest bearing trust account and the Delaware Trustee shall not be liable for any interest thereon or for any loss as a result of the investment thereof at the direction of the Initial Beneficiary;

(viii) To the extent that provisions of this Agreement restrict or eliminate the duties (including fiduciary duties) and liabilities of the Delaware Trustee or any other person otherwise existing at law or in equity, such provisions are agreed by the parties hereto to replace such other duties and liabilities of the Delaware Trustee and such other persons; and

(ix) The Delaware Trustee shall not be personally liable for (x) special, consequential, indirect or punitive damages, however styled, including, without limitation, lost profits, (y) the acts or omissions of any nominee, correspondent, clearing agency or securities depository through which it holds the Trust's securities or assets, or (z) any losses due to forces beyond the reasonable control of the Delaware Trustee, including, without limitation, strikes, work stoppages, acts of war, terrorism, insurrection, revolution, nuclear or natural catastrophes or acts of God, pandemics or epidemics, and interruptions, loss or malfunctions of utilities, communications, or computer (software and hardware) services.

(c) The Delaware Trustee shall incur no liability to anyone in acting upon any document reasonably believed by it to be genuine and reasonably believed by it to be signed by the proper party or parties. The Delaware Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, the Delaware Trustee may for all purposes hereof rely on a certificate, signed by the Initial Beneficiary, as to such fact or matter, and such certificate shall constitute full protection to the Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

(d) In the exercise or administration of the trusts hereunder, the Delaware Trustee (i) may act directly or, at the expense of the Trust, through agents or attorneys, and the Delaware Trustee shall not be liable for the default or misconduct of such agents or attorneys if such agents or attorneys shall have been selected by the Delaware Trustee in good faith and with due care, and (ii) may, at the expense of the Trust, consult with counsel, accountants and other experts, and it shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other experts.

(e) Except as expressly provided in this Section 2, in accepting and performing the trusts hereby created, the Delaware Trustee acts solely as Delaware Trustee hereunder and not in its individual capacity, and all persons having any claim against the Delaware Trustee by reason of the transactions contemplated by this Agreement shall look only to the Trust's property for payment or satisfaction thereof.

3. Compensation and Indemnification.

(a) The Initial Beneficiary hereby agrees to (i) compensate the Delaware Trustee in accordance with a separate fee agreement with the Delaware Trustee, (ii) reimburse the Delaware Trustee for all reasonable expenses (including reasonable fees and expenses of counsel and other experts) and (iii) indemnify, defend and hold harmless the Delaware Trustee and any of the officers, directors, employees and agents of the Delaware Trustee (the "Indemnified Persons") from and against any and all losses, damages, liabilities, claims, actions, suits, costs, expenses, disbursements (including the reasonable fees and expenses of counsel (including any legal fees or expenses incurred in connection with any action, suit, arbitration or mediation brought by an Indemnified Person to enforce any indemnification or other obligation of the Initial Beneficiary or other persons or in connection with investigating, preparing, or defending any legal action, commenced or threatened, in connection with the exercise or performance of any of its powers or duties under this Trust Agreement)), taxes and penalties of any kind and nature whatsoever (collectively, "Expenses"), to the extent that such Expenses arise out of or are imposed upon or asserted at any time against such Indemnified Persons with respect to the performance of this Agreement, the creation, operation or termination of the Trust or the transactions contemplated hereby; provided, however, that the Initial Beneficiary shall not be required to indemnify any Indemnified Person for any Expenses which are a result of the willful misconduct, bad faith or gross negligence of such Indemnified Person.

(b) To the fullest extent permitted by law, Expenses to be incurred by an Indemnified Person shall, from time to time, be advanced by, or on behalf of, the Initial Beneficiary prior to the final disposition of any matter upon receipt by the Initial Beneficiary of an undertaking by, or on behalf of, such Indemnified Person to repay such amount if it shall be determined that the Indemnified Person is not entitled to be indemnified under this Agreement.

4. The Delaware Trustee may resign upon thirty days prior written notice to the Initial Beneficiary. If no successor has been appointed within such thirty day period, the Delaware Trustee may, at the expense of the Trust, petition a court to appoint a successor trustee. Any Person into which the Delaware Trustee may be merged or with which it may be consolidated, or any Person resulting from any merger or consolidation to which the Delaware

Trustee shall be a party, or any Person which succeeds to all or substantially all of the corporate trust business of the Delaware Trustee, shall be the successor Delaware Trustee under this Agreement without the execution, delivery or filing of any paper or instrument or further act to be done on the part of the parties hereto, except as may be required by applicable law. The Initial Beneficiary may remove the Delaware Trustee at any time with thirty days prior written notice to the Delaware Trustee. Upon the removal of the Delaware Trustee, the Initial Beneficiary shall promptly appoint a successor Delaware Trustee by written instrument, in duplicate, one copy of which instrument shall be delivered to the Delaware Trustee so removed and one copy to the successor Delaware Trustee, together with payment of all fees and expenses owed to the outgoing Delaware Trustee.

5. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings between the parties, whether written or oral.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws. Sections 3540 and 3561 of Title 12 of the Delaware Code shall not apply to the Trust.

7. This Agreement may be executed in one or more counterparts, each of which when so executed shall be an original and all of which when taken together shall constitute but one and the same instrument.


8. This Agreement shall be amended and restated by the parties hereto to provide for the operation of the Trust; provided, however, that the Delaware Trustee shall not be required to enter into any amendment hereto which adversely affects the rights, duties or immunities of the Delaware Trustee.

9. The Trust may dissolve at the written direction of the Initial Beneficiary. Upon dissolution, the Delaware Trustee shall, at the written direction and expense of the Initial Beneficiary, file a certificate of cancellation in accordance with the Act. Any remaining expenses of the Trust shall be paid by the Initial Beneficiary.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers hereunto duly authorized, as of the day and year first above written.

STELLANTIS FINANCIAL SERVICES, INC.
as Initial Beneficiary

By: 
Name: Bennie H. Duck
Title: Executive Vice President

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Delaware Trustee

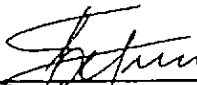
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers hereunto duly authorized, as of the day and year first above written.

STELLANTIS FINANCIAL SERVICES, INC.
as Initial Beneficiary

By: _____
Name:
Title:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Delaware Trustee

By:  _____
Name: Julia Linian
Title: Vice President


Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "SFS LEASING, LTD", FILED IN THIS OFFICE ON THE SECOND DAY OF MARCH, A.D. 2022, AT 4:46 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

6650190 8100
SR# 20220860639

Authentication: 202822948
Date: 03-03-22

You may verify this certificate online at corp.delaware.gov/authver.shtml