



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 21, 2023

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

SUBJECT: SWI TRUST
Ref. Number: W23000128987

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):

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.

If you have any further questions concerning your document, please call (850) 245-6000.

Summer Chatham
Regulatory Specialist III
Director's Office

Letter Number: 023A00021840

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

DECLARATION OF TRUST

A IRREVOCABLE 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 SWI TRUST, a

(Name of Trust)

FLORIDA

(State)

SWI TRUST

(Name of Trust)

Trust hereby affirms in order to file or qualify

in the State of Florida.

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SECRETARY OF STATE
TALLAHASSEE, FL

FILED

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. VU

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

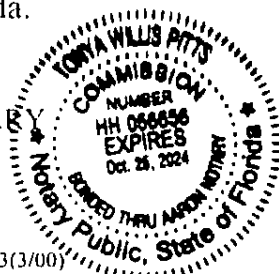
(Signature of Registered Agent)

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)

Before me appeared by means of physical presence, Emily Vu, Chair of Board of Trustees, who is personally known to me and sworn to and subscribed in my presence on this date.

SWI TRUST

Prepared by:

**Tonya Willis Pitts, Esq.
Pitts Law Firm
3034 University Parkway
Sarasota, Florida 34243**

(941) 777-5529

 **COPY**

I certify that this is a true and correct copy of the original.

By: 

**DECLARATION OF TRUST
OF
SWI TRUST AGREEMENT**

THIS DECLARATION OF TRUST is entered into on the 7th day of November, 2022, between DAVID PHAM (the "Husband") and EMILY VU (the "Wife"), of Sarasota County, Florida, as settlors (the "Settlors") and as initial co-trustees (hereinafter referred to jointly as the "Trustee").

WITNESSETH:

**Preamble
Creation and Purpose**

This Trust is created under the provisions of Chapter 609 of the Florida Statutes to transact business and to hold, administer and distribute property, if any, in accordance with the provisions of this Trust Agreement. Accordingly, the Settlers have transferred to the Trustee, and the Trustee acknowledges receipt from the Settlers of the sum of ten dollars (\$10.00) in cash and any property identified in the schedule attached as Exhibit "A" hereto. These trusts shall be known collectively as the SWI Trust.

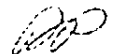
**Article I.
Identification**

The Settlers have two sons, David Thanh Pham and Brian Toan Pham. All references in this Trust Agreement to the "Settlors' sons" are to them. In addition, all references in this Trust Agreement to the "Settlors' descendants" are to the Settlers' sons (as defined above) and to all of their respective descendants.

**Article II.
Beneficiaries and Distributions**

A. **Generally.** The Trustee shall initially hold the trust property as separate trusts, equal in value, one for the primary benefit of each of the Settlers' sons. Each trust provided for by this Article shall be known by the name of the individual for whom it was created, and such individual is referred to in this Trust Agreement as the "Beneficiary" of such trust.

B. **Distributions.** The Trustee shall distribute to the Beneficiary of each trust created under this Article such amounts of the income and principal of each such trust as are necessary, when added to the funds reasonably available to such Beneficiary from all other sources known to the Trustee, to provide for such Beneficiary's health.


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TALLAHASSEE, FL

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education, maintenance and support, taking into consideration such Beneficiary's age, education and station in life. When the Beneficiary of a trust attains age 21, the Trustee shall give to the Beneficiary written notice that such Beneficiary has the power for 30 days following receipt of such notice to withdraw all or any part of the income and principal of such Beneficiary's trust. This power shall be exercisable during such 30-day period by acknowledged instrument delivered to the Trustee.


C. **Termination.** Each trust created by this Article shall terminate when the Beneficiary thereof attains age 25 or dies, whichever occurs first. Upon termination, all of the remaining property of such trust shall be distributed to the Beneficiary thereof or, if such Beneficiary's death is the event that terminates such trust, such remaining property shall be distributed to such Beneficiary's estate.

Article III. Trustee Nominations


A. **Successor Trustee.** If DAVID PHAM and EMILY VU both die, resign, become incapacitated, or otherwise fail or cease to serve as Trustee of a trust created under this Trust Agreement, and the Settlers fail to nominate a successor Trustee as provided in Article III, Section C, then the Settlers' son, DAVID THANH PHAM, and the Settlers' son, BRIAN TOAN PHAM, shall become Co-Trustees of such trust.

B. **Nomination of Co-Trustee or Successor Trustee.** After the death of the last to die of the Settlers, any then-serving Trustee of a 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.

C. **Trustee Resignation or Vacancy.** Any Trustee of a trust created under this Trust Agreement may resign by giving notice to the Settlers, while either of them is



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living, and thereafter to the primary beneficiary of such trust. While either of the Settlers is living, if the trusteeship of any trust should become vacant for any reason, the power to nominate a successor shall be exercisable by the Husband and the Wife (acting jointly, or by the survivor acting alone); provided, however, if both Settlers fail 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 Settlers' sons (acting jointly, or by the surviving son acting alone). After the death of both Settlers, if the trusteeship of a trust should become vacant for any reason, and 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 primary beneficiary of such trust. 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.

D. **Waiver of Bond; Ancillary Trustee.** No Trustee of any trust created under this Trust Agreement shall be required to give bond, surety, or other security in any jurisdiction. If any trust created by this Trust Agreement contains property located in another state or a foreign jurisdiction and the Trustee cannot or chooses not to serve under the laws thereof, the Trustee shall have the power to nominate an ancillary individual or corporate Trustee to administer such property.


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 one of the Settlers, 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. **Uneconomical Trusts.** With regard to any trust created by this Trust Agreement after the death of the last to die of the Settlers, the Trustee of such trust shall have the power, in the Trustee's discretion, to terminate such trust if the fair market value of such trust falls below the amount that would have had the same purchasing power as \$100,000 had on the January 1st following the date of this Trust Agreement (based on the U.S. Consumer Price Index for All Urban Consumers applicable to Tampa, Florida) or becomes so small in relation to the cost of administering such trust that continued administration thereof is uneconomical or contrary to the primary purpose of such trust, and upon termination, the Trustee shall distribute the principal and accrued or undistributed income of such trust to the primary beneficiary of such trust.

G. **"Trustee" Defined.** Unless another meaning is clearly indicated or required by context or circumstances, the term "Trustee" shall mean and include the initial Trustee and any successor Trustee or Co-Trustees. Except as otherwise specifically provided in this Trust Agreement, if Co-Trustees are designated to serve



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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 the Settlers are serving as Co-Trustees (and no other Co-Trustee is serving), each such Co-Trustee shall have the authority to act alone and independently of the other Co-Trustee, without the necessity of consultation with or approval of the other Co-Trustee; and in such case, any writing signed by a Co-Trustee shall be valid and effective for all purposes as if signed by both such Co-Trustees. In all matters relating to each trust created under this Trust Agreement, when a person other than one of the Settlers is serving as a Co-Trustee, all such Co-Trustees must act jointly and together.


Article IV.
Administrative Provisions

A. **Irrevocability.** This Trust Agreement is irrevocable, and the Settlers shall have no right or power to alter, amend, revoke or terminate any of the provisions of this Trust Agreement.

B. **Maximum Duration of Trusts.** Notwithstanding any provision in this Trust Agreement to the contrary, each trust created under this Trust Agreement, unless earlier terminated according to the terms of this Trust Agreement, shall terminate on the latest date which will enable such trust to comply with any applicable common-law or statutory rule against perpetuities of the governing law of such trust. If necessary, to determine the date by which such trust must terminate under any such governing law, the maximum duration of a trust shall be measured by the following persons who are living at the time of the execution of this Trust Agreement: (1) the Settlers, (2) the descendants of the Husband's parents, (3) the descendants of the Wife's parents, and (4) any other beneficiaries under this Trust Agreement as well as the descendants of such other beneficiaries. If the governing law of a trust provides that a separate rule against perpetuities or similar rule applies only to certain types of property, such as (without limitation) real property, then such shorter period of duration shall apply solely to such property, and the remainder of the trust shall continue to be held in trust for the maximum permissible period under such governing law. If the Trustee at any time combines and administers as one trust any trust or trusts created hereunder and any trust or trusts under any other instrument, such combined trust shall not continue beyond the date on which either of such trusts would, without regard to such combination, have been required to terminate under the rule against perpetuities or other applicable law governing the maximum duration of trusts. If any trust (including a combined trust) would, but for the terms of this Section, continue beyond such date, such trust shall nevertheless at that time terminate and the remaining property of such



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trust shall be distributed to the primary beneficiary of such trust.

Article V.
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 Trust Agreement, in which case the express provisions of this Trust Agreement shall control. In addition to such powers the Trustee is specifically authorized:

(1) To retain, in the discretion of the Trustee, any property transferred to the Trustee by the Settlor or any other person, including securities of any corporate Trustee, without regard to the duty to diversify investments under the laws governing a trust created hereunder 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, 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 properties of each 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 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 properties of any trust as may be advisable in the judgment of the Trustee for the advantageous administration of the trusts;

(4) To invest and reinvest the properties of each trust in any kind of property whatsoever, real or personal, whether or not productive of income and without regard to the proportion that such property or property of a similar character held may bear to the entire trust;

(5) To employ attorneys, accountants, investment managers, specialists and such other agents as the Trustee shall deem necessary or desirable; to have the authority to nominate an investment manager or managers to manage all or any part of the assets of any trust, and to delegate to said manager investment discretion, and such nomination shall include the power to



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acquire and dispose of such assets; and to charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against such trust;


(6) 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 (including shares or fractional shares of stock of any Trustee), 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 trusts, except that if during the lifetime of either Settlor any trust under this Trust Agreement owns stock in a corporation which is a "controlled corporation" for purposes of Section 2036(b) of the Code then, as to such stock, the Settlers, as a Trustee or as Co-Trustees of such trust, shall not exercise or have the right to exercise any voting rights with respect to such stock and, instead, the Co-Trustee then serving with the Settlers, or if no Co-Trustee is then serving, the successor Trustee to the Settlers named in this Trust Agreement, shall have the exclusive right to exercise all voting rights with respect to such stock; 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;

(7) To enter into any transaction on behalf of any trust (including loans to beneficiaries for adequate security and adequate interest) despite the fact that another party to any such transaction may be (i) a trust of which any Trustee under this Trust Agreement is also a trustee, including any trust established by this Trust Agreement; (ii) an estate of which any Trustee under this Trust Agreement is also an executor, personal representative, or administrator; (iii) a business or trust controlled by any Trustee under this Trust Agreement or of which any such Trustee, or any director, officer or employee of any such Trustee, is also a director, officer or employee; or (iv) any beneficiary or Trustee under this Trust Agreement acting individually;

(8) To make, in the Trustee's discretion, any distribution required or permitted to be made to any beneficiary of any trust created under this Trust Agreement, in any of the following ways when such beneficiary is a minor or is incapacitated: (i) to such beneficiary directly; (ii) to the guardian or conservator of such beneficiary's person or property; (iii) by applying the required or permitted distribution for the benefit of such beneficiary, including the contribution of funds to a qualified tuition program authorized by Section 529 of the Code; (iv) to a person or financial institution serving as custodian for such beneficiary under a uniform transfers to minors act of any state, such custodianship to terminate at



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the oldest age permitted under such state's laws; (v) by reimbursing or advancing funds to the person who is actually taking care of such beneficiary (even though such person is not the legal guardian or conservator) for expenditures made or to be made by such person for the benefit of such beneficiary; and (vi) by managing such distribution as a separate fund on the beneficiary's behalf, subject to the beneficiary's continuing right to withdraw the distribution; and the written receipts of the persons receiving such distributions shall be full and complete acquittances to the Trustee;

(9) To make divisions, partitions, or distributions in money or in kind, or partly in each, whenever required or permitted to divide, partition, or distribute all or any part of any trust; and, in making any such divisions, partitions, or distributions, the judgment of the Trustee in the selection and valuation of the properties to be so divided, partitioned, or distributed shall be binding and conclusive, and the Trustee shall not be liable for any differing tax consequences to the beneficiaries of the trusts created hereunder; and, further, the Trustee shall be authorized to make distributions from the trusts created by this Trust Agreement in divided or undivided interests and on a pro rata or non-pro rata basis and to adjust distributions for resulting differences in valuation;


(10) To invest the trust properties in any life insurance policies (including term insurance) on the life of one or more of the beneficiaries of the trusts, or on the life of any person (other than the Settlor) in whom any of such beneficiaries have an insurable interest;

(11) To release, in the discretion of the Trustee, any fiduciary power at any time, in whole or in part, temporarily or permanently, whenever the Trustee may deem it advisable, by acknowledged instrument;

(12) To invest and reinvest all or part of the assets of each trust in any common trust fund of any corporate Trustee; and

(13) To continue any business (whether a proprietorship, corporation, partnership, limited partnership, limited liability company or other entity) which may be transferred to the trusts for such time as the Trustee may deem it to be in the best interests of the trusts; to employ in the conduct of any such business such capital out of any of the trusts as the Trustee may deem proper; to borrow money for use in any such business alone or with other persons financially interested in such business, and to secure such loan or loans by mortgage, pledge or any other manner of encumbrance of, not only the trusts' interest in such business, but also such portion of the trusts outside of such business as the Trustee may deem proper; to organize or acquire, either alone or jointly with others, proprietorships, corporations, partnerships, limited partnerships, limited liability companies or other entities; and generally to exercise with respect to the


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continuance, management, sale or liquidation of any business which may be transferred to the trusts, or of any new business or business interest, all the powers which may be necessary for its successful operation.

B. **No Life Insurance on Settlers.** Notwithstanding any provision in this Trust Agreement to the contrary, the Trustee is specifically prohibited from owning life insurance policies on the lives of the Settlers or any subsequent spouse of either of the Settlers and from applying any trust income or principal to the payment of premiums on such life insurance policies.

C. **Allocation of Principal and Income.** The Trustee shall determine, in the Trustee's discretion, the allocation or apportionment of all receipts and disbursements between income and principal; provided, however, in exercising this discretion, the Trustee may consider the provisions of the Florida Uniform Principal and Income Act but shall not be bound by those provisions.


D. **Property, Books of Account and Records.** All properties, books of account and records of each trust shall be made available for inspection at all times during normal business hours by the Settlor or by any beneficiary of such trust who is entitled thereto, or by any person designated by any of them. Unless waived, the Trustee shall provide an accounting to each beneficiary entitled to receive an accounting at least annually, and on termination of a trust or on change of the Trustee, in the manner required by the Florida Trust Code.

E. **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 Settlers, 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 Settlers, 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.

F. **Acts of Prior Trustees.** Each Trustee shall be relieved of any duty to examine the acts of any prior Trustee, and no court accounting shall be required. Each successor Trustee shall be responsible only for properties which are actually delivered to such Trustee. Each successor Trustee, upon executing an acknowledged acceptance



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of the trusteeship and upon receipt of those properties actually delivered to such successor Trustee, shall be vested with all of the estates, titles, rights, powers, duties, immunities and discretions granted to the prior Trustee.

G. **Reliance on Legal Opinion.** In acting or declining to act, each Trustee may rely upon a written opinion of a competent attorney, any facts stated in a written document believed true, or any other evidence such Trustee deems sufficient. Each Trustee shall be saved harmless from liability for any action taken or for the failure to take any action, if done in good faith and without gross negligence.

H. **Undistributed Income.** At the end of the accounting year of a trust, any undistributed income shall be added to principal; provided, however, any distributions from any trust made pursuant to Section 663(b) of the Code shall be deemed to have been made on the last day of such trust's preceding accounting year.


I. **GST Taxes.** All transfer taxes imposed by Section 2601 of the Code arising in connection with any generation skipping transfers hereunder shall be paid as provided in Section 2603 of the Code.

J. **Support Obligation.** Notwithstanding any provision in this Trust Agreement to the contrary, the Trustee, other than an Independent Trustee, shall make no distributions of income or principal of any trust that would to any extent reduce or discharge a legal or contractual obligation of any person to support any other person.


K. **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 VI. Contingent Trusts

With regard to any property which will pass outright to a beneficiary upon the termination of a trust created hereunder, if such property is to be distributed to a person who is under the age of 25 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 25 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.



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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 Settlers' intention to ensure maximum flexibility in the administration of such property.


Article VII.
Miscellaneous Provisions

A. **Spendthrift Provisions.** Each 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 any 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 transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be void. In the event of any attempted sale, assignment, alienation, pledge, attachment, execution, claim, bankruptcy or any other legal process whatsoever at the suit of any creditor or otherwise, the trustee is authorized to withhold from such beneficiary all or part thereof, for the use and benefit of such beneficiary in such amount(s) and in such manner as the trustee, in trustee's sole discretion, may deem necessary for such beneficiary's health, maintenance, and welfare, taking into consideration all financial resources of which the trustee has actual knowledge.


B. **Additional Property.** Either of the Settlers or any other person may at any time grant, transfer or convey, either by inter vivos transfer or by Will, to the Trustee such additional property as he or she desires to become a part of the trusts created under this Trust Agreement and, subject to acceptance by the Trustee, such additional property shall be allocated to the trusts on the basis specified in the instrument by which such property is transferred, and shall thereafter be held, administered and distributed by the Trustee in accordance with the provisions of this Trust Agreement.

C. **Discretion.** Whenever in this Trust Agreement an action is authorized in the discretion of the Trustee, the term "discretion" shall mean the absolute and uncontrolled discretion of the Trustee.

D. **Incapacitated.** A beneficiary shall be deemed "incapacitated" if the



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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.


E. Independent Trustee. References to "Independent Trustee" are to a Trustee of a trust who (i) satisfies the definition found in Section 674(c) of the Code, and (ii) is either a corporate Trustee or an individual who is not a Settlor of such trust or a beneficiary of such trust.

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


G. Governing Law. The construction, validity and administration of each trust created under this Trust Agreement shall be controlled by the laws of the State of Florida. The Trustee may designate the laws of another jurisdiction as the controlling law with respect to the construction, validity and administration of a particular trust if either (i) the Trustee resides in, or administers that trust in, such designated jurisdiction (or in the case of a corporate Trustee, if such corporate Trustee is chartered in such designated jurisdiction), or (ii) the Beneficiary of such trust resides in such designated jurisdiction, in which case the laws of such designated jurisdiction shall apply to such trust as of the date specified in such designation. Any such designation shall be in writing and shall be delivered to the beneficiary of such trust.

H. 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.

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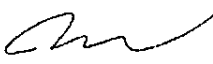
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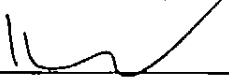
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SIGNATURE PAGES

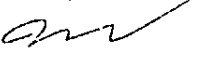
IN WITNESS WHEREOF, the Settlers and the Co-Trustees have signed this irrevocable trust as of the date first above written.




DAVID PHAM, Settlor



EMILY VU, Settlor

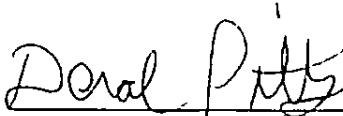


DAVID PHAM, Co-Trustee of SWI Trust

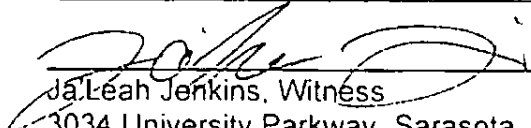


EMILY VU, Co-Trustee of SWI Trust


We, the undersigned witnesses, certify that the foregoing instrument was signed by the settlors 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 Co-Trustees of SWI Trust 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 as the Co-Trustees of SWI Trust, and in the presence of each other, on the 7th day of November, 2022.




Deral Pitts, Witness
3034 University Parkway, Sarasota, FL 34243



Ja'Leah Jenkins, Witness
3034 University Parkway, Sarasota, FL 34243



DP




EV


STATE OF FLORIDA

COUNTY OF SARASOTA

We, Emily Khanh Vu and David Pham, as settlors herein and as co-trustees of the SWI Trust UAD 11/7/2022, declare to the officer taking our acknowledgment of this instrument, and to the subscribing witnesses, that we signed this instrument as our Trust Agreement.

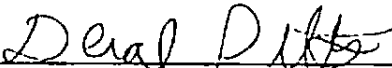


Emily Khanh Vu
Settlor and Co-Trustee of the SWI Trust UAD
11/7/2022

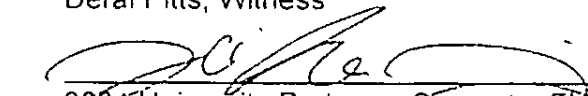


David Pham
Settlor and Co-Trustee of the SWI Trust UAD
11/7/2022

We, Deral Pitts and Ja'Leah Jenkins, 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.

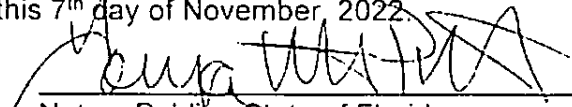


3034 University Parkway, Sarasota, FL 34243
Deral Pitts, Witness




3034 University Parkway, Sarasota, FL 34243
Ja'Leah Jenkins, Witness

Acknowledged and subscribed before me by means of physical presence or online notarization, by Emily Khanh Vu and David Pham, as settlors herein and as co-trustees of the SWI Trust UAD 11/7/2022, 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, Deral Pitts who is personally known to me or who has produced _____ as identification and Ja'Leah Jenkins 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 this 7th day of November, 2022.




Notary Public - State of Florida





DP




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EXHIBIT "A"


SCHEDULE TO SWI TRUST

Description of Assets	Name of Contributor
\$5.00	David Pham
\$5.00	Emily Vu

FILED
2024 APR 22 PM 10:21
SECRETARY OF STATE
TALLAHASSEE, FL



DP



EV

SWI TRUST

Prepared by:

**Tonya Willis Pitts, Esq.
Pitts Law Firm
3034 University Parkway
Sarasota, Florida 34243**

(941) 777-5529