

# TRUST INDENTURE

This Trust Indenture (the "Indenture") is made and executed this [date], by and between Padgett;Alaina-Letresia,Michelle (the "Grantor"), and Padgett;Nathan-Clayton (the "Co-Trustee"). This Indenture establishes and governs the "Portal Guardian Products Trust" (the "Trust") for the benefit of the individuals identified herein as beneficiaries, specifically Abigail Letresia Grace Padgett, Ava Elise Jean Thomason, Damon Padgett, Adrian Padgett, and Cadence Padgett (collectively referred to as the "Primary Beneficiaries"), along with Richard Newton, Heather Newton, Corena Latham, and Stephanie Ames as additional named beneficiaries (collectively with the Primary Beneficiaries, the "Beneficiaries").

## Article I: Name and Purpose of Trust

- 1. Name of Trust:** The Trust shall henceforth be designated as the "Portal Guardian Products Trust."
- 2. Purpose of Trust:** The Trust is established with the following purposes:
  1. To hold, manage, and protect assets and properties, both tangible and intangible, for the benefit of the named beneficiaries.
  2. To create and issue bonds, securitize assets, and reclaim all mineral rights, intellectual properties, and other inheritances as may be necessary or advantageous.
  3. To ensure the rightful heirs' unfettered access to all properties, rights, and privileges held in trust.
  4. To enter into contracts and agreements for the development, enhancement, and management of trust assets, including, but not limited to, public utilities, mailing services, and shipping logistics.
  5. ***To manage trust assets, the Grantor and Co-Trustee must agree on specific conditions which include: (i) regular reporting on asset performance, (ii) obtaining prior written consent for any investment decisions exceeding [specified amount], and (iii) ensuring compliance with all applicable laws and regulations.***
- 3. Tax Responsibilities:** ***The Grantor and Co-Trustee shall be responsible for ensuring the accurate and timely filing of all tax documents related to the Trust and its income. They shall share any tax liabilities arising from trust income or distributions in accordance with their respective roles in managing the Trust.***

## Article II: Demand for Return of Trust Property

- 1. Reclamation of Trust Assets:** The Grantor, as the rightful heir and representative of the trust, hereby demands that all former trustees, agents, or entities holding trust property shall promptly and without delay return all assets, including but not limited to financial accounts, real property, mineral rights, intellectual properties, and public utilities, back to the Portal Guardian Products Trust.
- 2. Indemnification Clause:** All former trustees or agents shall indemnify, defend, and hold harmless the Grantor and the Co-Trustee from any liabilities, claims, damages, costs, or expenses, including reasonable attorney's fees, arising out of or resulting from their management, administration, or mishandling of the trust property in question. ***The indemnification shall exclude liability for any acts of willful misconduct or gross negligence on the part of the trustees or agents.***

## Article III: Sovereignty and Protections

- 1. Protection from Foreign Governments:** The Trust, its assets, and its beneficiaries shall remain forever protected from all claims, liabilities, demands, or interferences posed by any foreign government or external entities, thus safeguarding the interests of the Beneficiaries.
- 2. Public Utilities and Contractual Rights:** The Trust shall reclaim all public utilities associated with its properties and shall have the right and authority to enter into contracts with mailing and shipping

companies to generate interest, enhance value, and expand operational capacity in support of achieving its objectives.

## Article IV: Authority and Administration

1. **Grantor and Co-Trustee Authority:** The Grantor and Co-Trustee, being Padgett;Alaina-Letresia,Michelle and Padgett;Nathan-Clayton, shall retain the sole authority and discretion to manage, set policy for, and control all funds, assets, and financial decisions pertaining to the Portal Guardian Products Trust. ***Additionally, the Co-Trustee shall owe fiduciary duties to the Grantor and the Beneficiaries, including the duty of loyalty and the duty to act in good faith, ensuring the best interests of all parties involved.***
2. **Separate Beneficiary Accounts:** Each Beneficiary shall be allocated their own separate accounts into which funds designated for their benefit will be deposited. All funds allocations and distributions shall remain subject to the oversight and approval of both the Grantor and the Co-Trustee.
3. **Special Rights:** The Trust reserves the irrevocable right to:
  1. Create and securitize all types of bonds in order to generate, manage, and augment its financial assets.
  2. Secure the respective interests of the Beneficiaries who have reached the age of majority and are therefore legally entitled to assert their rights.
  3. Enter into contracts and alliances for the trust's benefit, including acquisitions, partnerships, and management agreements to bolster its operational efficacy.

## Article V: Asset Recovery and Call Back

The Trust shall undertake formal reclamation efforts to recover all properties and holdings previously held in trust or escrow by any entity or individual, expressly including:

1. Mineral rights and any associated natural resources.
2. Intellectual properties, copyrights, trademarks, and trade secrets.
3. All financial accounts, instruments, and assets, regardless of form.

## Article VI: Indemnity and Liability Protections

The Grantor, Trustees, and Beneficiaries are hereby indemnified and held harmless from all claims, disputes, actions, or encumbrances related to the assets delineated in this Trust. Furthermore, any challenges to the validity of this Trust, the rights described herein, or any actions taken pursuant to this Indenture must be resolved through binding arbitration in accordance with the rules and regulations specified in Article IX of this Indenture.

## Article VII: Execution and Certification

This Indenture is executed and shall become effective solely through the actions of the Grantor and shall be and remain binding upon all trustees, co-trustees, and beneficiaries as identified herein. The signatures below certify the authority and intent of both the Grantor and Co-Trustee relating to this trust document.

### Grantor:

Signed this [date].

By: .....

Padgett;Alaina-Letresia,Michelle

### Co-Trustee:

Signed this [date].

By: .....

Padgett;Nathan-Clayton

## Article VIII: Miscellaneous Provisions

1. **Governing Law:** This Trust Indenture shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, United States, without regard to its conflict of law principles.
2. **Severability:** Should any provisions of this Indenture be determined to be illegal or unenforceable, the remainder of the Indenture shall continue in full force and effect, and an appropriate provision shall be substituted to carry out the intent of the parties hereto.
3. **Amendments:** This Indenture may be amended or modified only by written agreement signed by the Grantor, the Co-Trustee, and **any other required signatories as designated within the Trust.** All such amendments must be provided in writing, detailed, and attached to this Indenture as an addendum, thus becoming an integral part of this document.
4. **Notices:** Any notice required or permitted to be given hereunder shall be in writing and shall be delivered by personal delivery, certified or registered mail, return receipt requested, or by recognized overnight courier, to the addresses specified by each party hereto.
5. **Binding Effect:** This Indenture and all of its provisions shall be binding upon and inure to the benefit of the Grantor, Co-Trustee, and their respective heirs, successors, assigns, and legal representatives.

## Article IX: Dispute Resolution

1. **Arbitration:** In the event of any disputes arising out of or in connection with this Trust Indenture, the parties agree to submit the matter to binding arbitration in accordance with the American Arbitration Association's Commercial Arbitration Rules. The place of arbitration shall be established in **Louisville, Lexington, or any other mutually agreed location within Kentucky,** and the judgment rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. **Any limitations on the scope of discovery are to be determined by the arbitrator(s) to ensure an efficient arbitration process.**
2. **Waiver of Jury Trial and Class Action:** Any disputes shall be resolved on an individual basis, and each party waives the right to a jury trial regarding any such disputes. Class actions or claims of a representative nature are expressly prohibited.

## Article X: Final Provisions

This Trust Indenture constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, merging all prior discussions, negotiations, and agreements. No representations, warranties, or covenants have been made concerning the subject matter not expressly set forth herein.

## Article XI: Successor Trustee Provisions

1. **Appointment of Successor Trustees:** In the event that the Co-Trustee is unable or unwilling to serve, **the Grantor shall have the authority to appoint a successor trustee.** Such appointment shall be made in writing, and the successor trustee shall have all the powers and duties associated with the original Co-Trustee.
2. **Notification of Appointment:** The Grantor shall notify all beneficiaries of the appointment of the successor trustee in writing, **which notification shall include the name and contact details of the newly appointed trustee.**

3. **Continuity of Management:** The appointment of a successor trustee shall ensure *the uninterrupted management and administration of the Trust's assets.*

## Article XII: Powers of Beneficiaries

1. **Access to Information:** *Beneficiaries shall have the right to request and receive regular updates regarding the financial status and performance of the Trust, including information pertaining to investments, distributions, and overall asset management.*
2. **Involvement in Trust Management:** Beneficiaries shall be entitled to participate in meetings related to the management and strategic direction of the Trust, and their interests and input shall be considered in decision-making processes affecting the Trust's assets.

## Article XIII: Distribution Guidelines

1. **Distribution Criteria:** The Co-Trustee shall make distributions to Beneficiaries *in accordance with predetermined criteria, which shall take into account the financial health of the Trust, beneficiaries' needs, and any specific purposes established herein.*
2. **Frequency of Distributions:** Distributions shall be made *at least annually, or more frequently as determined by the agreement of the Grantor and Co-Trustee based on the Trust's performance and liquidity.*
3. **Communication of Distributions:** Beneficiaries shall be notified *in writing at least thirty (30) days prior to any distribution event, detailing the amount and purpose of the distribution.*

## Article XIV: APPOINTMENT OF ACCOUNTANT AND COMPLIANCE TEAM

1. **Appointment of Accountant:** The Trustee shall appoint a qualified accountant ("Accountant") to oversee the financial records and books of the Trust. The Accountant will be responsible for ensuring that all financial activities, including the reconciliation of accounts and distribution of funds, comply with the requirements of this Trust, applicable laws, and the governing financial regulations.
2. **Duties of the Accountant:** • The Accountant shall ensure that all income, expenses, and transactions are recorded accurately in the Ledger of Accounts. • The Accountant shall perform monthly reconciliations of all accounts and provide detailed financial reports to the Trustee. • The Accountant will ensure compliance with all applicable financial laws and regulations governing the Trust's operations, including any tax-related requirements, and will advise the Trustee on the financial health of the Trust. • The Accountant shall work in conjunction with the legal team to ensure all financial activities are in compliance with legal standards.
3. **Financial Oversight:** The Trustee and the Accountant shall ensure that the Trust operates with complete financial transparency and accountability. The Accountant will report directly to the Trustee and provide regular updates on the financial status of the Trust. In the case of discrepancies or concerns, the Accountant shall advise the Trustee and work with them to resolve any issues.

**IN WITNESS WHEREOF,** the parties hereto have executed this Indenture as of the day and year first above written.

Grantor:

By: .....

Padgett;Alaina-Letresia,Michelle

Co-Trustee:

By: .....

Padgett;Nathan-Clayton