

# HILL SCOTT CORPORATION

## Article of Incorporation

THIS AGREEMENT is made as of the 19th day of July, 2019

### AMONG:

- A. Hillery M. Scott dba Proprietor EIN # 75- 2706627 Corporate Shareholder hereinafter called "CEO" c/o 1606 Maple St. Winnsboro, Louisiana.**
- B. HILL SCOTT Corporation: EIN: 83-0549261 Herein called "the Office" Address 1606 Maple St. Winnsboro, Louisiana.**
- C. All assigned Executive Associates grandfathered with these articles here after called "Corporate Officers"**

### PURPOSE:

For the CEO to service as principle and Corporate of this Corporation herein called "Office" This Office is aggregated past-through for nature person entities acting collectively for the purpose of charity, community aid, family benefit wealth management and protection within business trade.

WHEREAS, the CEO is the paramount controlling interest of the Office with in mutual agreement with the Office article herein and financial compliance bylaws ID HSCFC01. This agreement also being a management agreement with the Office therein on this date, by respective rights and duties of CEO to head all other Corporate Officer(s) presently and acquisitioned in this Office, which is accepted as value and considered as a security agreement.

NOW THEREFORE, The CEO and any assigned Corporate Officer(s) hereby shall Allocate Personal Goodwill as Capital Asset to the Office for said purpose in section 1-3, for exchange of paramount interest within the Office as a Allocation of private property for Capital Asset management and investments. (See Schedule K-1) It will be recorded as Capital Asset in consideration of work capital as ordinary income of the covenants and agreements herein contained, the partners agree as follows:

### Article 1. Business of the Office

The Office is a not for profit S Corporation concept under Louisiana Nonprofit Corporate Law RS12:201 performing fund management, as a "flow-through" relationship for goodwill service. All profit and compensative amortization retain as a result of personal goodwill acquisition by the Office shall distributed to the CEO or Corporate Officer(s) as necessary and ordinary business investment as passive or earned credit. The CEO shall also serve as the principle by the certification of the allocation interest of Personal Goodwill adhere to this agreement. It shall be filing with in the Office as Private Equity under this Office Jurisdiction.

### Article 2. Capital Interest

The Office shall hold assigned interest of Goodwill Capital Asset acquisition from the Corporate Officer(s) as Capital Contribution for community service operations.

### Article 3. Limited Liability

Any specific assumption of limited liability for debts, classified as liabilities and obligations of the Equity Acquisitioned or Allocated from Office. Meaning each Corporate Officer(s) interest is limited to signed fiduciary duty; based on amount of their capital commitment plus its pro rata share of the undistributed income of the Office. Each Office beneficiaries shall have no rights to amend this agreement made in accordance with this agreement.

#### **Article 4. Location**

The principal place of business of the Office will be the assigned location in care of the Office business interest addressed as an independent legal entity with books and records kept at that location.

#### **Article 5. Management**

- (1) Subject to the provisions of the Office and any delegation of its powers properly authorized hereunder, the business and affairs of the Office; will be managed by the CEO herein and after as principle priority over all other Corporate Officer(s) grandfathered in to this Office. All acting honestly, in good faith and in the best interest of the Office. Without limiting the generality of the foregoing, the CEO will have the power and authority to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement or document necessary for or incidental to carrying on the business of the Office.
- (2) The Corporate Officer(s) shall, in capacity on consent of CEO as such:
  - take part in the management, operation or control of the business of the Office;
  - execute any document that binds or purports to bind the Funds;
  - purport to have the power or authority to bind the Office of agreements;
  - undertake any obligation or responsibility on behalf of the Office; or
  - compel a sale or partition, judicial or otherwise, of any property of the Office or otherwise require any assets of the Office to be distributed.
- (3) The CEO shall, with the prior written notice to the Funds Beneficiaries as Family Clients, sell all or any substantial part of the assets of or dissolve the Office.
- (4) The Funds must reimburse the Office as fiduciary compensation for costs, charges and expenses actually incurred by the Office in the performance of its duties hereunder, including costs, charges and expenses directly incurred for the benefit of the Funds.

#### **Article 6. Term**

The Office will commence on the closing of this Office and will continue in accordance with this Agreement, until dissolved by the written agreement of the CEO. For greater certainty, the admission, resignation, withdrawal or dissolution of any Office Beneficiary or Funds will not dissolve this Office.

#### **Article 7. Financial Year**

The financial year end of the Office will be on [December 31st] in each year.

#### **Article 8. Equity Contributions**

- The CEO shall initially contribute 50% or more Capital or Ordinary Gain to the Funds for investments and the remaining as decided.
- CEO shall contribute private equity for ordinary time and labor to the Office.
- Corporate Officer(s) may contribute additional private equity as security, money, property or services as investing Partners, and the Office may agree to invest property for Funds as private equity and from time to time, acting reasonably as fiduciaries.

**Article 9. Distributions**

The distributable credit and dividends of the Office shall be a pass-through to the Funds, which all gain and loss must be allocated and distributed from the Funds, General or Assignee within 90 days after the end of each financial year of the Office as decided:

The Office shall allocate and distribute fiduciary fees of the distributable cash or credit of interest among the Office on assignment each financial year in proportion to their respective capital and tax contributions or in such other proportions as the Office may mutually agree upon with the receiver from time to time, acting reasonably.

**Article 10. Allocation of Ordinary Income and Loss**

All net income and net loss of the Office calculated in accordance with the provisions of the IRC Subchapter K Chapter 1 and Income Tax Act; to be shared between the partners interest each annual year. The Office shall share their portion of the net income and net loss individually among any Investment in proportion to their respective asset and capital contributions or in such other proportions as the CEO may agree upon from time to time, acting reasonably.

**Article 11. Contributions to Capital**

- a. The initial Capital Contribution of each Corporate Officer(s) will be that portion of the assets contributed to the Office in the corresponding to such Corporate Officer(s) interest immediately after a Capital Asset transfer agreement.
- b. A CEO may be required to make additional Capital Contributions from time to time to the extent necessary to maintain the balance of its Capital Account at an amount, if any, necessary to ensure that the Office will be treated as a Gift or Sale for U.S. Federal income tax purposes. CEO will be required or obligated to make any additional contributions to the capital of the Office.
- c. Corporate Office(s) may own Interests in the Funds and, in so doing, will become shareholder(s) with respect to such Interests.
- d. Subject to the Office provisions, other than the initial Capital Contribution, Capital Contributions by any Corporate Office(s) will be payable in balance ordinary or fix income as earned credit, cash or non cash stock in readily available at the date of the proposed acceptance of the recorded contribution.

**Article 12. Rights to Capital.**

No Corporate Officer(s) will be entitled to interest on other Corporate Officer(s) Capital Contribution, nor will any Corporate Officer(s) be entitled to the return of any capital asset of the Office except upon the liquidation of the Office assets in accordance with of this Agreement.

Except as specified by the CEO, or with respect to distributions or similar disbursements made in error, no Corporate Officer(s) will be liable for the return of any such amounts. To the fullest extent permitted by applicable law, no Corporate Office(s) will have the right to require partition of the Fund's property or to compel any sale or appraisal of the Fund's assets; with out agreement from the CEO.

**Article 13. Capital Accounts**

- a. The Office will maintain a separate Capital and Ordinary Draw Account for CEO and each Corporate Officer(s).
- b. Each Corporate Officer(s) Capital Account will have an initial balance equal to the amount of cash and the value of any Securities (determined in accordance with this Agreement) constituting the Office initial Capital Contribution.
- c. The Office Capital Account will be increased by the sum of (1) the amount of cash constituting additional Capital Contributions by the Office permitted under this Agreement, plus (2) any amount credited to the Office Capital Account under this Agreement.
- d. The Office Capital Account will be reduced by the sum of (1) the amount of any distributions to the Corporate Officer(s) under this Agreement that are not reinvested, plus (2) any amounts debited against the Corporate Officer(s) Capital Account under this Agreement.
- e. In the event all or a portion of the Interest of a Corporate Officer(s) is Transferred in accordance with the terms of this Agreement, the transferee will succeed to the Capital Account of the transferor to the extent of the transferred interest or portion of an Interest.
- f. Subject to this Agreement, no Corporate Officer(s) will be required to pay to the Office or any other deficit in such Corporate Officer(s) Capital Account upon dissolution of the Office or otherwise.

**Article 14. Allocation of Net Profit and Loss.**

As of the last day of each Fiscal Period, any Net Profit or Net Loss for the Fiscal Period will be allocated among and credited to or debited against the Capital Accounts of the Office in accordance with their respective Investment Percentages for the Fiscal Period.

**Article 15. Allocation of Certain Withholding Taxes and Other Expenditures.**

(a) If the Fund(s) incurs a withholding tax or other tax obligation with respect to the share of the Fund(s) income allocable to Office, without limitation of any other rights of the Fund(s) or the CEO, will cause the amount of the obligation to be debited against the Capital Account of the Corporate Officer(s) when the Office pays the obligation, and any amounts then or in the future distributable to the Corporate Officer(s) will be reduced by the amount of the taxes.

If the amount of the taxes is greater than any distributable amounts, then the Corporate Officer(s) and any successor to the Corporate Officer(s) Interest or portion of an Interest will pay to the Office as a Capital Contribution, upon demand by the CEO, the amount of the excess. Neither the CEO nor the Office will be obligated to apply for or obtain a reduction of or exemption from withholding tax on behalf of any Corporate Officer(s) that may be eligible for the reduction or exemption, except that, in the event that the CEO determines that a Corporate Officer(s) is eligible for a refund of any withholding tax.

The CEO may, at the request and expense of the Corporate Officer(s), assist the Corporate Officer(s) in applying for such refund.

For purposes of this Agreement, any taxes so withheld by the Office with respect to any amount distributed by the Office to any Corporate Officer(s) will be deemed to be a distribution or payment to the Corporate Officer(s). To the extent that a Corporate Officer(s) claims to be entitled to a reduced rate of, or exemption from, a withholding tax pursuant to an applicable income tax treaty, or otherwise, the Corporate Officer(s) will furnish the Office with any information and forms that the Corporate Officer(s) may be required to complete if necessary to comply with any and all laws and regulations governing the obligations of withholding tax agents.

Each Corporate Officer(s) represents and warrants that any information and forms furnished by the Corporate Officer(s) will be true and accurate and agrees to indemnify the Fund and each of the Corporate Officer(s) from any and all losses, claims, damages, liabilities costs and expenses resulting from the filing of inaccurate or incomplete information or forms relating to the withholding taxes (including legal or other expenses incurred in investigating or defending against any such losses, claims, damages, liabilities, costs and expenses).

Except as otherwise provided for in this Agreement and unless prohibited by the 1940 Act, any expenditures payable by the Office to the extent determined by the CEO to have been paid or withheld on behalf of, or by reason of particular circumstances applicable to, one or more of the Corporate Officer(s) that are classified as corporations for U.S. federal income tax purposes, but not to all Corporate Officer(s), shall be charged to only those Corporate Officer(s) on whose behalf the payments are made or whose particular circumstances gave rise to such payments. The charges will be debited from the Capital Accounts of the Corporate Officer(s) as of the close of the Fiscal Period during which the items were paid or accrued by the Office.

### **Article 16. Fees, Expenses and Reimbursement.**

- a. The Office will compensate or pay the CEO and Corporate Officers as Independent Contractors for his or her services rendered in connection with the Office as may be agreed to by the Independent Contractor for the CEO. In addition, the Office will reimburse the Independent Contractor for reasonable out-of-pocket expenses incurred by them in performing their duties with respect to the Office.
- b. The Office will bear all expenses incurred in connection with its proprietary services and development other than those specifically outside this Agreement.

The Office shall not enter into an Investment Fiduciary Agreement with any Fiduciary unless such Fiduciary, pursuant to such Investment Agreement or otherwise, agrees to waive and/or reimburse the Fund for its Management Fee and, to the extent necessary, reimburse the Office for expenses incurred, solely to the extent necessary to limit the total expenses of the Office in each Fiscal Year to an amount equal to a contracted percentage of the Office Net Assets. Excluding fees and expenses directly charged by underlying investment fund and underlying investment fund managers, borrowing and other trading and execution costs and fees, taxes, litigation and indemnification expenses, judgments and other extraordinary expenses; not incurred in the ordinary course of the Office business (“Excluded Expenses”). Such contracted percentage limitation shall be applied on an annualized basis, such that total expenses incurred by the Office through the end of any fiscal quarter are limited to the pro-rated portion of contracted percentages based on the relevant quarter end.

To the extent that the Fiduciary has waived and/or reimbursed the Office for its Management Fee, or otherwise reimbursed the Office pursuant to the foregoing; and such expenses as of the end of any subsequent quarter within the same Fiscal Year are below the foregoing limitation. The Fiduciary shall be permitted to recover management fees it has waived or expenses it has borne hereunder during such Fiscal Year so long as such recoupment does not result in the Fund expenses exceeding such limitation as of the end of such quarter. The Fiduciary shall provide all partner with a summary of all

Excluded Expenses on a quarterly basis, except that such summary shall not be required to include fees and expenses directly charged by underlying investment funds and underlying investment fund managers. Expenses to be borne by the Fund include, but are not limited to, the following:

- 1) all investment-related expenses, including, but not limited to, Management Fees, fees paid and expenses reimbursed, directly or indirectly, to Corporate Officers as Investment Managers (including management fees, performance or incentive fees or allocations and redemption or withdrawal fees, however titled or structured), all costs and expenses directly related to portfolio transactions and positions for the Fund’s account, such as direct and indirect expenses associated with the Fund investments, including its investments in Investment Funds, and enforcing the Fund’s rights in respect of such investments, transfer taxes and premiums, taxes withheld on non-U.S. dividends, fees for data and software providers, professional fees (including, without limitation, the fees and expenses of consultants, attorneys and experts) and, if applicable in connection with

the Fund's temporary or cash management investments), brokerage commissions, and interest and commitment fees on loans and debt balances;

- 2) all costs and expenses associated with the establishment of any subsidiaries formed for the purposes of conducting all or a portion of the Fund(s) business;
- 3) any non-investment-related interest expense;
- 4) attorneys' fees and disbursements associated with reviewing subscription materials in connection with qualifying prospective holders of Transferred Interests;
- 5) fees and disbursements of any accountants engaged by the Fund(s), and expenses related to the annual audit of the Fund(s) and compliance with any applicable U.S. Federal or state laws;
- 6) fees paid and out-of-pocket expenses reimbursed to the Fund's administrator;
- 7) recordkeeping, custody and escrow fees and expenses;
- 8) the costs of an errors and omissions/directors' and officers' liability insurance policy and a fidelity bond;
- 9) the costs of preparing and mailing reports and other communications, including proxy, tender offer correspondence or similar materials, to the Office;
- 10) fees of the Office and travel expenses of Corporate Officer(s) relating to meetings of the Office and committees thereof;
- 11) all costs and charges for equipment or services used in preparing or communicating information regarding the Fund's transactions or the valuation of its assets among the Fiduciary and any custodian, administrator or other agent engaged by the Office;
- (12) any extraordinary expenses, including indemnification expenses as provided for in this Agreement; and
- 12) any other expenses as may be approved from time to time by the Corporate Officer(s), other than those required to be borne by the Office or the CEO.

## **Article 17. Amendment of Agreement**

This Agreement may only be amended on the consent of the CEO and with the prior written notice to the Corporate Officer(s) and Office beneficiaries. Notwithstanding the foregoing, the CEO may, without prior notice to amend any provision of this Agreement from time to time in respect of the following:

- a. for the purpose of adding to this Agreement any further covenants, restrictions or provisions which are necessary for the protection or benefit of the Corporate Officer(s);
- b. to cure any ambiguity or to correct or supplement any provisions contained herein which may be defective or inconsistent with any other provisions contained herein provided that such cure, correction or supplemental provision does not and will not adversely affect the pecuniary interests of the Office;
- c. to make such other provisions in regard to matters or questions arising under this Agreement which do not and will not adversely affect the pecuniary interests of the Fund(s);
- d. to add to the duties or obligations of the CEO;
- e. to admit one or more additional Corporate Officer(s) or substituted Corporate Officer(s), or withdraw one or more Corporate Officer(s), in accordance with the terms of this Agreement; or
- e. to reflect any change in the amount of the capital commitment of any Corporate Officer(s) in accordance with the terms of this Agreement.

Each Corporate Officer(s), beneficiaries will be notified of full details of any such amendment to this Agreement within 30 days of the effective date of the amendment by the following:

- (a) in such a way as to cause the Funds to cease to be a the purpose ;
- (b) to increase the capital commitment required of any Corporate Officer(s), convert a Corporate Officer(s) Capital interest into Corporation interest, modify the limited liability of a Corporate Officer(s); or increase the liabilities or responsibilities of, or (except for dilution resulting from the admission of additional Corporate Officer(s) as otherwise permitted under this Agreement) diminish the rights or protections of, any future Corporate Officer(s) under this Agreement, in each case, without the consent of each such affected Corporate Officer(s) and provided, further, that no amendment, which would increase the capital commitment of any Corporate Officer(s), may be adopted unless all of the Funds are offered the opportunity to increase their capital commitments on a pro rata basis;
- (c) to alter the interest of the Office in income, gains and losses without the written consent of each Corporate Officer(s) adversely affected by such amendment or modification (except in connection with the admission of additional Funds as otherwise permitted under this Agreement); or
- (d) to alter this subsection without the written consent of all Corporate Officer(s) adversely affected.

### **Article 18. Power of Attorney**

To the extent permitted by applicable law, all parties to this agreement hereby irrevocably nominates, constitutes and appoints the CEO (and any person appointed to replace the CEO), with the full power of substitution, to act as its true attorney in fact and agent with full power and authority in its name, place and stead to make, execute, swear to, acknowledge, deliver, record and file, as and where required any and all of the following:

- (a) this Agreement, all declarations, declarations of change and other instruments necessary to form, qualify or continue the Office as a limited liability partnership domestic and foreign international;
- (b) all instruments and declarations necessary to reflect any amendment to this Agreement.
- (c) all conveyances and other instruments necessary to effect the dissolution, termination of the Office including liquidation and of the Fund(s) Declarations and further including the signing of any election under the Income Tax Act and any analogous provincial legislation.
- (d) any documents necessary to be filed with any governmental body or authority in connection with the activities, property, assets and undertakings management of this Office;
- (e) any transfer forms and such other documents on behalf of and in the name of CEO as may be necessary to effect the sale or transfer of the Office interest in the agreement;
- (f) and such other documents on behalf of and in the name of the Office and Fund(s) as may be deemed necessary or desirable by the CEO to give effect to the provisions of this Agreement.
- (g) The power of attorney granted herein is irrevocable and is a power coupled with an interest and will survive the death, disability or dissolution, as the case may be, of the Office and the Fund(s) and extends to the successors and assigns of the Office and the Funds(s) and may be exercised by the CEO during any subsequent legal incapacity on the part of the Funds and may be exercised by the CEO on behalf of each Corporate Officer(s) by listing all the Corporate Officer(s) executing any instrument with a single signature as attorney and agent for all of them. Each Corporate Officer(s) agrees to be bound by any representations and actions made or taken by the CEO in good faith pursuant to such power of attorney and waives any and all defenses, which may be available to contest, negate or disaffirm the action of the CEO so taken in good faith under the power of attorney.

## Article 19. Dissolution and Termination

The Fund(s) shall be dissolved upon the happening of any of the following events:

- 1) the expiration of its term;
- 2) to the extent that any of the following conditions have not been satisfied in full:
  - (i) all applicable approvals and consents which are material to the Funds shall have been obtained to the reasonable satisfaction of the CEO and the Fund(s) beneficiaries;
  - (ii) receipt of confirmation satisfactory to each of the Corporate Officer(s) that financing on terms acceptable to each of the Corporate Officer(s), acting reasonably has been committed to the Fund(s); and
  - (iii) approval of the respective by the CEO;
  - (i) upon the failure of the CEO or Corporate Officer(s) to elect to reconstitute and continue the Office in the event of the withdrawal, removal or incapacitation of the CEO;
  - (j) at any time upon a decision by the CEO to liquidate the Fund(s) property and wind up the affairs of the Office in accordance with the provisions of the agreement; and
  - (k) the occurrence of any event requiring dissolution of the Office under this agreement

Dissolution of the Office shall be effective on the day on which the event occurs giving rise to the dissolution, but the Office shall not terminate until the Office has been cancelled and the assets of the Office have been distributed as provided in this agreement.

## Article 20. Liquidation

1. Upon dissolution of the Office the CEO or, if there is none and the Corporate Officer(s) elect by ordinary resolution, its substitute, shall wind up the affairs of the Office and proceed within a reasonable period of time to sell or otherwise liquidate the Office property and, after paying or making due provision by the setting up of sufficient reserves for all liabilities to creditors of the Office to distribute the assets among the Office in accordance with the provisions for the making of distributions herein by the Office. Notwithstanding the foregoing, in the event that the CEO or its substitute shall, in its absolute discretion, determine that a sale or other disposition of part or all of the Office property would cause undue loss to the Corporate Officer(s) or otherwise be impractical, the CEO or the substitute may either defer liquidation of, and withhold from distribution for a reasonable time, any such property of the Officer or distribute part or all of such property in kind to the Corporate Officer(s).
2. No Fund(s) shall be liable for the return of the capital contributions of other Fund(s).
3. Upon liquidation, all of the assets of each Fund(s) contribution, or the proceeds there from, shall be distributed or used as follows and in the following order of priority:
  - a. for the payment of the debts and liabilities of the Fund(as) and the expenses of liquidation;
  - b. to pay to the CEO the amount of any costs, expenses and unpaid fees, which the CEO is entitled to receive;
  - c. to the setting up of any reserves which the CEO or the substitute may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Office; and
  - d. to the Fund(s) in accordance with their entitlements herein prescribed.

### Article 24. Cancellation of the Office

When the CEO or its substitute has complied with the foregoing, the CEO or such substitute shall execute, acknowledge and cause to be filed an instrument evidencing the cancellation of this Office.

## 21. Benefit of the Agreement

This Agreement will ensure to the benefit of and be binding upon the respective successors and permitted assigns of the Corporate Officer(s) hereto.

## **22. Further Assurances**

The CEO shall in good faith use commercially reasonable efforts to agree upon such additional or replacement terms and conditions in this Agreement as the partners think fit to express more fully their intent in respect of this Agreement, the Office and the conduct of its affairs. The CEO shall do and perform all such acts and things and execute all such documents and writings and give all such further assurances to give effect to this Agreement and the intent of the Office.

## **23. Taxation**

This Office tax compliance shall be referenced to Corporate Tax and Security Law in honor with IRC and SEC with in the United States.

## **24. Amendments and Waivers**

Unless otherwise specifically provided hereunder, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all the Office hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.

## **25. Assignment**

All Corporate Officer(s) shall be incorporated to this Office by Affirmation disclosure to present Corporate Officer(s). No Corporate Officer(s) hereto may assign its rights or obligations under this Agreement without the prior written consent of the CEO. No Corporate Officer(s) may sell, assign, transfer or convey its interest in the Fund(s) without the prior written consent of all of the CEO.

## **26. Severability**

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

## **27. Governing Law**

This Agreement will be governed by and UCC Uniform Commercial Code, under the laws of United State International applicable therein.

## **28. Entire Agreement**

This Agreement constitutes the entire agreement and full understanding among the Office hereto with respect to all of the matters herein and it supersedes any prior negotiations, agreement or understandings among them, oral or written, with respect to the matters addressed herein, all of which are hereby cancelled.

## **29. Funds Capital Under Management Upon On Closing Foreign Equivalence and Negotiable.**

There is no current public market for these units or any other securities of this Equity, and no such market will develop as a result of this offering; unless on the consent of the CEO and accredited investor intermediary for the best interest of the Fund(s). Filed in the Office Schedule A – K-1 and the Fund(s) Schedules and Balance Sheets.

**30. Capital Basis Built In Loss and Gain**

The basis of property contributed or sell to the Office shall be the "Fair Market Value" as a Built in Capital Gain and Loss for such property of the Office at the time of the contribution as a investment gain by the amount Capital Asset gain recognized from Office at such time; and an acquisition of the Fund Equity equal to contribution or sell.

**31. Counterparts; Facsimile Signatures**

This Agreement is executed with counterparts, all of which together shall constitute one and the same instrument. The basis of Fund(s) property shall not be adjusted as the result of a transfer of an interest in the Fund(s) by sale or exchange on the death or living consent of a Fund(s) beneficiaries with election provided by Corporate Officers herein (relating to optional adjustment to basis of the Funds managed property) is in effect with respect to Fund(s) substantial built-in loss in paragraph 34 immediately after such transfer. Any signature page delivered via fax machine or electronic mail shall be binding to the same extent as the following original acknowledgement and signature certification page. Any party that delivers such a signature adhere to this agreement also consents as an original counterpart to any other party, to this agreement. All Funds(s) of this agreement affirm the purchase of capital for the CEO and Corporate Officer(s) by full acknowledgement of the following and signature certification.


**32. Acknowledgement and Signature Certification of CEO and Corporate Officer(s)**

As acknowledged with signature below. On this 19th day of July 2019 The CEO signature must correspond in every particular, without alteration, with the name(s) on this agreement. The CEO Chief Executive Officer acting unilateral in special capacity of Administrator, Custodian, and Fiduciary as indicated. Certified by the Corporate Officer(s) and following witnesses.

CEO Chief Executive Officer: Hillery Scott  
Print

[Handwritten Signature]  
Signature

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written. This agreement affirm that the CEO and Corporate Partners is the signer and operation of performance of all contract, which is under agreement and obligation to sign in accommodation on behalf as a single original of this agreement that will be executed.

Notary Patsy Carter  
  
PATSY CARTER  
NOTARY PUBLIC  
ID# 055682