

DOB0000000021

(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



400078915974

08/23/06--01011--003 \*\*358.75

FILED

2006 AUG 23 PM 1:50

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

T. Hampton AUG 23 2006

## TRANSMITTAL LETTER

Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**SUBJECT:** Julian and Jose Maria Echavarria Foundation

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

**FEES:**

Declaration of Trust	\$350.00
----------------------	----------

**OPTIONAL:**

Certified Copy	\$ 8.75
----------------	---------

**FROM:** Daniel Echavarria

Name (Printed or typed)

701 Brickell Ave., Ste. 1740

Address

Miami, Florida 33131

City, State & Zip

305.372.0075

Daytime Telephone number

Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103-2921  
Tel: 215.963.5000  
Fax: 215.963.5001  
www.morganlewis.com

**Morgan Lewis**  
C O U N S E L O R S   A T   L A W

**John T. Boxer**  
215.963.5144  
jboxer@morganlewis.com

August 14, 2006

**BY CERTIFIED MAIL (70032260000428319968)  
RETURN RECEIPT REQUESTED**

Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

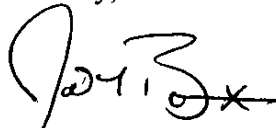
Re: Julian and Jose Maria Echavarria Foundation

Dear Sir or Madam:

On behalf of the Julian and Jose Maria Echavarria Foundation, I enclose (i) the Affidavit to the Florida Secretary of State to File or Qualify, (ii) the Agreement of Trust of Elsa Echavarria Lince dated August 3, 2003, and (iii) a check in the amount of \$358.75 payable to Department of State in satisfaction of the associated filing fee.

Kindly acknowledge receipt of the enclosed materials by date-stamping the enclosed duplicate copy of this letter and returning it to me in the enclosed self-addressed, stamped envelope. Please contact me directly if you have any questions.

Sincerely,



John T. Boxer

Enclosures

c: Mr. Daniel Echavarria (w/o encl.)  
Francis J. Mirabello, Esq. (w/o encl.)

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

Julian and Jose Maria Echavarria Foundation

A Florida **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 Julian and Jose Maria Echavarria Foundation, a

(Name of Trust)

Florida

Trust hereby affirms in order to file or qualify

(State)

Julian and Jose Maria Echavarria Foundation, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 701 Brickell Ave., Ste. 1740, Miami, FL 33131

3. The registered agent and street address in the State of Florida is:  
Daniel Echavarria, 701 Brickell Ave., Ste. 1740, Miami, FL 33131

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.

(Signature of Registered Agent)

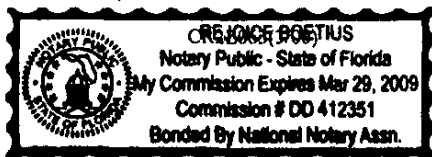
5. I certify that the attached is a true and correct copy of the Declaration of  
Trust under which the association proposes to conduct its business in  
Florida.

Name: Daniel Echavarria  
Chairman of the Board of Trustees

NOTARY

*Rejovce Boettius*

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



SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2006 AUG 23 PM 1:50

FILED

THIS AGREEMENT OF TRUST dated this 3 day of  
August, 2006, between ELSA ECHAVARRIA LINCE, as Settlor, and ELSA  
ECHAVARRIA LINCE, DANIEL ECHAVARRIA, PAULA ECHAVARRIA and MARIA  
DE CARMEN BEATRIZ LINCE DE ECHAVARRIA, as Trustees,

WITNESSETH:

Settlor hereby irrevocably transfers to Trustees the property listed in the  
Schedule A attached hereto and made a part hereof (all of which, together with any  
further transfers hereto, is hereinafter called "principal") and Trustees agree to hold the  
principal in trust in accordance with the following terms and provisions:

SECTION FIRST

Name of Trust

The trust created hereby shall be known as the JULIAN AND JOSE MARIA  
ECHAVARRIA FOUNDATION (hereinafter "the Foundation").

SECTION SECOND

Exempt Purposes

A. The Foundation is organized, and shall be administered, distributed and  
operated, exclusively for religious, charitable, scientific, literary or educational purposes,  
within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as  
amended (hereinafter the "Code"). Trustees shall pay or expend all or so much of the net

income, and, in addition, all or so much of the principal in furtherance of such purposes, including making distributions to or for the benefit of one or more organizations described in Sections 170(c), 501(c)(3), 2055(a) and 2522(a) of the Code, as Trustees may in their sole discretion determine.

B. No part of the net earnings of the Foundation shall inure to the benefit of any private person, and no substantial part of the activities of the Foundation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Foundation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office. In addition, any provision hereof to the contrary notwithstanding, in the administration of the Foundation:

1. Trustees shall expend or distribute the net income and/or principal of the Foundation for each taxable year at such time and in such manner as not to subject it to the tax on undistributed income imposed by Section 4942 of the Code;

2. Trustees shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code;

3. Trustees shall not retain any excess business holdings as defined in Section 4943(c) of the Code;

4. Trustees shall not make any investments which would subject the Foundation to tax under Section 4944 of the Code; and

5. Trustees shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

C. Additional property may be added to the Foundation only if and to the extent that such additions are not conditioned or limited in such a way as to jeopardize its status as an organization described in Section 501(c)(3) of the Code.

D. The term of the Foundation shall not be fixed, and it shall terminate at such time as the Trustees shall determine. Upon termination or dissolution of the Foundation, the assets of the Foundation remaining after payment of expenses and satisfaction of all liabilities shall be distributed by the Trustees (or, if there be none, by a court of competent jurisdiction) to such one or more organizations organized and operated exclusively for charitable, scientific, literary or educational purposes and officially recognized as described in Section 501(c)(3) of the Code, as shall be determined by Trustees (or such court). In no event shall any private person be entitled to share in the distribution of such assets upon such termination or dissolution.

### SECTION THIRD

#### Intention Regarding Tax Qualification

It is intended that the Foundation be exempt from Federal income tax as an organization described in Section 501(c)(3) of the Code and that transfers to the Foundation be deductible under Sections 170(a), 642(c), 2055(a) and 2522(a) of the Code. Accordingly, the provisions of this Agreement of Trust shall be construed and the Foundation shall be administered in such manner as to ensure its exemption from Federal income tax and to ensure the deductibility of transfers to it under said sections. Trustees shall have power to amend the provisions of this Agreement of Trust, effective ab initio,

without application to any court, for the sole purpose of accomplishing such intent. In addition, Trustees shall have the power to amend this Agreement of Trust in any way they deem advisable, provided that no such amendment shall cause the Foundation to cease to be an organization described in Section 501(c)(3) of the Code to which transfers are deductible under Sections 170(a), 642(c), 2055(a) and 2522(a) of the Code. All section references to the Code shall be deemed to refer to any corresponding provisions of any subsequent Federal revenue laws.

#### SECTION FOURTH

##### General Provisions

A. Irrevocability: This Agreement of Trust and the Foundation shall be irrevocable and, except as provided in Section THIRD hereof, shall not be subject in any manner to future amendment or alteration.

B. Additions to Principal: Subject to Subsection C of Section SECOND hereof, Settlor, or any other person upon the approval and acceptance of Trustees, may at any time and from time to time add property to the principal of the Foundation by Will, Deed or otherwise.

C. Governing Law: The situs of the Foundation shall be Florida, and all questions pertaining to the validity, construction and administration of the Foundation shall be governed by the laws of Florida even though administered elsewhere.

D. Counterparts: This Agreement of Trust may be executed by the parties hereto in separate counterparts, all of which, when delivered, shall constitute one and the



same instrument.

## SECTION FIFTH

### General Powers

A. Subject to the provisions of Subsection B of Section SECOND hereof, Trustees shall have the following powers, in addition to any authority otherwise given, to be exercised in the discretion of Trustees and on such terms as Trustees may deem best, without need for court approval and effective until final distribution of all assets:

1. To retain any property transferred to the Foundation and to invest and reinvest, without being confined to "legal investments", and without responsibility for diversification, in any form of property, including by way of illustration and not of limitation: real estate; common stocks up to one hundred percent hereof; common trust funds maintained by or securities issued by any corporate fiduciary hereunder or securities issued by any corporation controlling or otherwise affiliated with such corporate fiduciary; investment trusts; mutual funds; and securities issued outside of the United States.

2. To sell, exchange or lease for any period of time any property, real or personal; to enter into agreements of limited partnership; to maintain, repair, alter, improve, restrict, subdivide, develop, partition, dedicate or abandon real estate; to grant easements concerning and to otherwise encumber real estate; and to give options and execute option agreements for the sale or lease of assets held, without obligation to repudiate the same in favor of better offers.

3. To subscribe for stocks, bonds or other investments; to join in any plan of lease, mortgage, merger, consolidation, reorganization, foreclosure or voting trust and deposit securities thereunder; to exercise options to purchase stock and other property; and generally to exercise all the rights of security holders of any corporation.

4. To register securities in street name or in the name of a nominee or in such manner that title shall pass by delivery and to vote, in person or by proxy, securities held hereunder and in such connection to delegate discretionary powers.

5. To retain reasonable amounts of cash uninvested, in the commercial or trust department of any bank or trust company, including any corporate fiduciary hereunder, for such periods of time as are deemed reasonable for the efficient administration of the Foundation.

6. To borrow money and to mortgage or pledge assets held hereunder as security; and to lend money upon such security as may be deemed sufficient.

7. To make all reasonable compromises.

8. To make distribution in cash or in kind or partly in cash and partly in kind.

9. To employ and compensate from income or principal in their discretion investment and legal counsel, accountants, brokers and other specialists, and, whenever there shall be no corporate fiduciary in office, a corporate custodian, and to delegate to investment counsel (including an account executive at a securities firm) discretion with respect to the investment and reinvestment of any or all of the assets held hereunder.

B. All powers granted to Trustees under this and other Sections of this

Agreement are exercisable only in a fiduciary capacity. No such power shall be construed to enable any person to purchase, exchange or otherwise deal with or dispose of any trust asset for less than adequate consideration, nor shall any such power be construed to permit Trustees to take any action which would cause the Foundation to fail or cease to qualify as an organization which is exempt from Federal income tax under Section 501(c)(3) of the Code, and contributions to which are deductible for Federal income, gift and estate tax purposes.

## SECTION SIXTH

### Provisions Relating to Trustees

A. The individual Trustees serving hereunder at any time and from time to time may appoint one or more individuals to serve as an additional Trustee. Each individual Trustee serving hereunder shall have the right to appoint his or her successor.

B. The individual Trustees serving hereunder at any time and from time to time may appoint a bank or trust company (either within or without Florida) to serve as an additional or successor Trustee, in which case the individual Trustees serving hereunder at any time and from time to time shall have the right to remove the corporate Trustee then serving, and to appoint another bank or trust company (either within or without Florida) to serve in its place or to leave such office vacant.

C. Any individual Trustee may resign at any time without need for court approval.

D. It is Settlor's intention that at all times there shall be at least one individual

Trustee serving hereunder. Accordingly, if at any time there is no individual Trustee serving hereunder, whether by reason of renunciation, resignation, disability or death, and no successor Trustee is appointed pursuant to the foregoing provisions of this Section, the vacancy shall be filled by appointment made by a majority of the descendants of Maria de Carmen Beatriz Lince de Echavarria who are of age and able to give or withhold consent, or, if no such successor is appointed as aforesaid within three (3) months of any vacancy, Settlor requests that the Manager of the Personal Law Practice Group of the law firm of Morgan, Lewis & Bockius LLP appoint such successor.

E. Whenever more than one Trustee is serving hereunder, the Trustees may, by unanimous agreement, delegate any one or more or all of their powers, duties and authorities to any one or more of them. Any action taken pursuant to such agreement shall be valid and binding upon the Foundation and upon all of the Trustees and upon all persons at any time interested in, or dealing with, the Foundation. Such agreement shall remain in full force and effect until it is terminated by majority vote of the Trustees. Any person dealing with any Trustee shall be entitled to rely upon any such agreement until such person has received written notice of the termination thereof.

F. Any such appointment, designation, removal, substitution, resignation or agreement shall be made by written instrument duly signed, acknowledged before a notary public and filed with the records of the Foundation. Any such instrument may be changed in like manner by the person or persons making the same before it takes effect, need not take effect immediately, and may be contingent upon the occurrence or non-occurrence of any event.

**G. Any corporate Trustee serving hereunder shall be entitled to compensation for its services under this Agreement of Trust, to be paid from income or principal or partially from each, as may be agreed upon with the individual Trustees, and which may include annual compensation based on principal. Any individual Trustee (other than Maria de Carmen Beatriz Lince de Echavarria, her descendants or any other person who has contributed property to the Foundation) shall be entitled to reasonable compensation for his or her services, to be paid from income or principal or partially from each, which may include annual compensation based on principal.**

**H. Any successor Trustee shall have the same powers, duties and authorities as though named hereunder as an initial Trustee. The word "Trustee" shall include the plural "Trustees" as required by context. No Trustee serving hereunder at any time shall be required to post bond or enter security in any jurisdiction.**

**IN WITNESS WHEREOF, I, ELSA ECHAVARRIA LINCE, as Settlor and Trustee, and DANIEL ECHAVARRIA, PAULA ECHAVARRIA, and MARIA DE**

CARMEN BEATRIZ LINCE DE ECHAVARRIA, as Trustees, have hereunto set our  
respective hands and seals.

Witness:

Danielle P.

E. Echevarria (SEAL)  
ELSA ECHAVARRIA LINCE, Settlor and  
Trustee

Danielle P.

Daniel Echevarria (SEAL)  
DANIEL ECHAVARRIA, Trustee

Danielle P.

Paula Echevarria (SEAL)  
PAULA ECHAVARRIA, Trustee

Danielle P.

Maria Echevarria (SEAL)  
MARIA DE CARMEN BEATRIZ LINCE  
DE ECHAVARRIA, Trustee

**SCHEDULE A**

**One Dollar (\$1.00)**

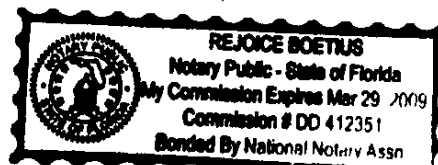
STATE OF *Florida* :  
COUNTY OF *Miami-Dade* : ss.

On this, the 3 day of August, 2006, before me, the undersigned officer, personally appeared ELSA ECHAVARRIA LINCE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the Agreement of Trust as Settlor and Trustee, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Rejoice Boetius*  
Notary Public

My Commission Expires:





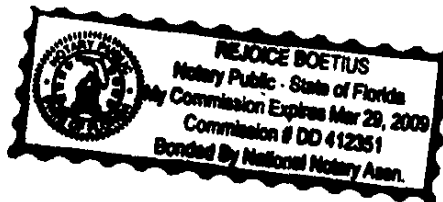
STATE OF Florida :  
COUNTY OF Miami-Dade : ss.

On this, the 3 day of August, 2006, before me, the undersigned officer, personally appeared DANIEL ECHAVARRIA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the Agreement of Trust as Trustee, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Rejoice Boetius  
Notary Public

My Commission Expires:



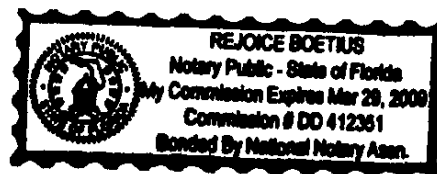
STATE OF *Florida* :  
COUNTY OF *Miami-Dade* : ss.  
:

On this, the 3 day of August, 2006, before me, the undersigned officer, personally appeared PAULA ECHAVARRIA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the Agreement of Trust as Trustee, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Rejoice Boetius*  
Notary Public

My Commission Expires:



STATE OF Florida :  
COUNTY OF Miami-Dade : ss.

On this, the 3 day of August, 2006, before me, the undersigned officer, personally appeared MARIA DE CARMEN BEATRIZ LINCE DE ECHAVARRIA, known to me (or satisfactorily proven) to be the person whose name is subscribed to the Agreement of Trust as Trustee, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Rejoice Boetius  
Notary Public

My Commission Expires:

