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# TRANSMITTAL LETTER

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

SUBJECT:	DECLARATION OF TRUST					
Enclosed is an	original and one (1) copy of the Declaration of Trus	st and a check for:				
FEES: Declar	ation of Trust \$350.00	12 JUN 25				
OPTIONAL:		MII: 2:				
Certific	ed Copy \$ 8.75	27	750 750 750			
FROM	FROM: SILVAS FINANCIAL SERVICES LLC  Name (Printed or typed)					
5220 S UNIVERSITY DRIVE SUITE C-102						
	Address					
	DAVIE, FL 33328					
City, State & Zip						
	954-533-4511					

Daytime Telephone number



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12 JUN 25 PM 3: 81

# FLORIDA DEPARTMENT OF STATE STATE STREET SERPORATIONS Division of Corporations

June 12, 2012

SILVAS FINANCIAL SERVICES LLC 5220 S UNIVERSITY DRIVE SUITE C-102 DAVIE. FL 33328

SUBJECT: CARLIS INVESTMENT TRUST

Ref. Number: W12000031869

We have received your document for CARLIS INVESTMENT TRUST and your check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please include the actual trust.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Claretha Golden Regulatory Specialist II New Filing Section

Letter Number: 512A00016500

PUTE THE CORPORATIONS

12 JUN 25 CORPORATIONS

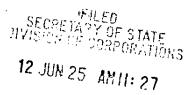
# AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE 35 TO FILE OR QUALIFY

	OAKEIO IIIVEOTNIE	
	A FLORIDA	TRUST
Common Law I		of the Florida Statutes, pertaining to the undersigned, the Chairman of the STMENT TRUST a
FLORIDA (State)	Trust here	(Name of Trust) by affirms in order to file or qualify
CARLIS INVEST	(Name of Trust)	, in the State of Florida.
1. Two or more	persons are named i	in the Trust.
2. The principal	address is 539 TAL	AVERA RD
WESTON, FL 33	3026	•
3. The registere SILVAS FINANCE	d agent and street ad	dress in the State of Florida is:
5220 S UNIVER	SITY DRIVE SUITE C	-102. DAVIE, FL 33328
agent to acce at the place d	pt service of process	nt: Having been named as registered for the above named Declaration of Trust davit, I hereby accept the appointment as n this capacity.
***	(Signature el	Registered Agent)
<del>-</del> -		and correct copy of the Declaration of proposes to conduct its ousiness in
r ionua.		BERTO PACHON
NOTARY	Name Chair	man of the Board of Trustees
State of: FLORZDA  County of: CR2E063(3/00) Bo  the foregoing document was acknow  2nd Day of Tive, 2012	ROWARD wledged before me	PADMAVATHY GOPALAKRISHNAN Notary Public - State of Florida

My Commission Expires: 10 18 2015

My Comm. Expires Oct 18, 2015

Commission # EE 139277



# **LAND TRUST AGREEMENT**

THIS LAND TRUST AGREEMENT (the "Trust Agreement"), dated as of the 7 day of May, 2012, entered into by and between Heberto Pachon, as Trustee, under Land Trust Known as Carlis Investment trust, hereafter called the "Trustee" which designation shall include all successor trustees, and Carlos Suarez, hereinafter called the "Beneficiary", whether one or more, which designation shall include all successors in interest to any beneficiary or beneficiaries:

## WITNESSETH

WHEREAS, the Beneficiary, is about to convey to the Trustee, as Trustee under this Trust Agreement, title to the described on Exhibit "A" attached hereto (herein called the "Property"); and,

WHEREAS, when the Trustee has taken title to that Property, or to any other property conveyed to the Trustee as Trustee under this Trust Agreement, the Trustee will hold the title, in trust, for the uses and purposes and subject to the terms and conditions as hereinafter set forth; and,

WHEREAS, it is further the intent of Trustee to take title to the Property in accordance with the provisions of Section 689.071, Florida Statutes; and,

WHEREAS, the Land Trust created by this instrument shall be known for all purposes as Carlis Investment trust.

NOW, THEREFORE, in consideration of the mutual premises herein contained the parties hereto agree as follows:

- 1. <u>Property</u>. Title to the Property shall be conveyed to the Trustee in accordance with and the rights of the parties shall be governed, to the extent applicable, by the provisions of Section 689.071, Florida Statutes. The Trustee agrees to accept the deed to the Property and to cause said deed to be recorded in the Public Records, and to hold title to the Property for the uses and purposes herein stated. The Beneficiary shall advance to the Trustee all monies required by the Trustee to record said deed including, but not limited to, all appropriate documentary stamp taxes. The Beneficiary may not dedicate or cause any other property to be conveyed to the Trustee under this Trust Agreement unless the Trustee consents thereto in writing. Should other property subsequently be conveyed to and held by the Trustee pursuant to this Trust Agreement, the term "Property" as used herein shall mean and refer to all property, the title to which is held by the Trustee pursuant to this Trust Agreement. This Trust Agreement is identified as Carlis Investment trust, dated the 26 day of January, 2012.
  - 2. Name, Address and Interest of Beneficiary:

(a) The following is the Beneficiary of this Trust Agreement, whether one or more than one, and as such shall be entitled to all of the earnings, avails and proceeds of the trust property according to the percentage interest set forth opposite the Beneficiary's name:

# NAME OF BENEFICIARY

**INTEREST IN TRUST** 

Carlos Suarez

100%

- (b) The interest of the Beneficiary shall consist solely of the following rights respecting the trust property:
  - (1) Power to direct the Trustee to deal with title to the Property, which power shall include, but is not limited to, directions to the Trustee to execute deeds, leases, mortgages, promissory notes and all other instruments relating to the Property, provided, however, except as set forth in this Trust Agreement or under applicable law, the Trustee shall have no individual liability whatsoever, nor shall the Trustee be required to furnish any warranties that would result in any individual liability in regard to the execution of any such instruments.
    - (2) Power to manage, possess, use and control the Property.
  - (3) Right to receive the earnings, avails and proceeds from leases and other uses and from mortgages, sales and other dispositions of the Property.
  - (4) Enjoyment of all rights and privileges regarding the Property as if the Beneficiary were the legal and equitable owner of the Property.

Such rights and powers, as well as the interest of the Beneficiary under this Trust Agreement, shall be personal property. The Beneficiary shall not have any right, title or interest in or to any portion of the Property. If the Beneficiary is a human being, the death of the Beneficiary (or any of the persons contained in the term Beneficiary if more than one person signs this Trust Agreement as the Beneficiary) shall not terminate this Trust Agreement or the trust created hereby or affect the rights or powers of the Trustee or of the Beneficiary except as provided by law. The interest of a deceased Beneficiary shall pass by applicable law.

Obligation of Trustee with Respect to Property. The Trustee shall have no obligation to file any income, or other tax reports or returns or pay such or any other taxes relating to the Property, provided, however, that the Trustee shall have the right but not the obligation to file any tax return or pay taxes relating to the Property which the Trustee, in the Trustee's absolute discretion, deems should be filed by the Trustee, and in such event the Beneficiary will cooperate with the Trustee in providing such information as is necessary to the proper and correct preparation of such return and the Beneficiary shall promptly pay to the Trustee the amount of said taxes as set forth in paragraph 12 hereof. The Beneficiary shall

make all returns and reports and pay all real estate and all other taxes or charges payable with respect to the Property and to the earnings, avails and proceeds of the Property or based on the Beneficiary's interest under this Trust Agreement.

- 4. Objectives and Purposes of Trust. The objectives and purposes of this Trust shall be to hold title to the Property until its sale or other disposition or liquidation or until the expiration of this Trust Agreement as provided in paragraph 21 hereof. The Trustee shall not manage or operate the Property nor undertake any other activity not strictly necessary to the attainment of the foregoing objectives and purposes;
- 5. Beneficiary Manages and Operates Trust Property. The Beneficiary shall have the sole possession, management and control of the selling, renting, repairing, maintaining and handling of the Property and the Trustee shall have no right or duty in respect to such matters. The Beneficiary shall and does hereby indemnify and hold the Trustee harmless from and against all expenses, including attorney's fees, obligations and liabilities which the Trustee may incur or become liable for by virtue of the Beneficiary performing the matters set forth herein or by virtue of the fact that the Trustee holds legal title to the Property. The Beneficiary shall have the right to execute leases and collect rents in the Beneficiary's own name or through Beneficiary's agents. The Beneficiary is not the agent of the Trustee for any purpose whatsoever and does not have any authority whatsoever to contract or to execute leases or to do any other act or in the name of the Trustee or to obligate the Trustee personally or as Trustee.
- Protection of Third Parties Dealing with Trustee. No party dealing with the Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part of it or any interest in it shall be conveyed, contracted or sold, leased or mortgaged by the Trustee, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of this Trust Agreement have been complied with, (c) to inquire into the authority, necessity or expediency of any act of the Trustee or (d) be privileged to inquire into any of the terms of this Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in fayor of every person claiming any right, title or interest under the Trust (a) that at the time of its delivery, the Trust created under this Trust Agreement was in full force and effect; (b) that instrument was executed in accordance with the terms and conditions of this Trust Agreement and all its amendments, if any, and is binding upon all Beneficiaries under it; (c) that the Trustee was duly authorized and empowered to execute and deliver each such instrument; and (d) if a conveyance has been made to a successor or successors in trust, that the successor or successors have been appointed properly and are vested fully with all the title, estate, rights, powers, duties and obligations of the Trustee's predecessor in trust.
- 7. <u>Trust Agreement Not to be Recorded.</u> This Trust Agreement shall not be placed on record in the county in which the trust property is situated, or elsewhere, but if it is so recorded, that recording shall not be considered as notice of the rights of any person under this Trust Agreement derogatory to the title or powers of the Trustee.

- Beneficiary Cannot Bind Trustee or Other Beneficiary. No Beneficiary shall have the authority to contract for or in the name of the Trustee or any other Beneficiary or to bind the Trustee or any other Beneficiary personally.
- Forbidding Use of Name of Trustee for Publicity. The name of the Trustee shall not be used by the Beneficiary in connection with any advertising or other publicity whatsoever without the written consent of the Trustee.
- Insurance. The Beneficiary shall during the term of this Trust Agreement maintain and purchase at the Beneficiary's expense insurance either in the name of the Trustee or showing the Trustee as an additional insured thereunder with said insurance to protect the Trustee against public liability in the amount of \$100,000.00 and to protect the Trustee against such other hazards or liabilities as the Trustee may reasonably require and in such amounts as the Trustee may reasonably require. All such insurance shall be written on insurance companies reasonably acceptable to the Trustee. At the request of the Trustee, said policies of insurance shall be delivered to the Trustee or, in lieu thereof, certificates reflecting said coverage shall be delivered to the Trustee. In all events, said policies of insurance and certificates shall contain a provision that thirty (30) days notice shall be given to the Trustee by the insurance company issuing said policies prior to cancellation or termination of said policies of insurance. In the event the Beneficiary fails to make any payment for premiums on said policies of insurance the Trustee may, but is not required to, make said payment and said payment shall be considered an advance made by the Trustee under the provisions of paragraph 12 of this Trust Agreement.
- Multiple Beneficiaries. In the event that the term "Beneficiary" as used in this 11. Trust Agreement includes more than one beneficiary, then, in that event, all persons included in the term "Beneficiary" shall be jointly and severally liable for obligations of the Beneficiary under this Trust Agreement.
- 12. Trustee Responsibility to Make Advances or Incur or Pay Expenses. The Trustee shall have the right, but not the duty, to make any advances or incur or pay any expenses on account of this Trust Agreement or the Property. If the Trustee shall make any such advances or incur or pay any such expenses on account of this Trust Agreement of the Property, or shall incur any expenses by reason of being a party to any litigation in connection with this Trust Agreement or the Property, or if the Trustee shall be compelled to pay money on account of this Trust Agreement or the Property, whether for breach of contract, injury to person or property, taxes of any kind, fines or penalties under any law, or otherwise, in any manner under this Trust Agreement as set forth in paragraph 23 (provided, however, the Trustee shall not be individually liable in any manner under this Trust Agreement as set forth in paragraph 23 hereof) the Beneficiary, on demand by the Trustee, shall pay to the Trustee, with interest at the highest rate permitted by law, the amount of all such expenses, advances or payments made by the Trustee, plus all expenses, including attorneys' fees, incurred by the Trustee in said matters, including attorneys' fees for appeals. The Trustee shall have the right, but not the duty, to employ and consult with attorneys regarding this Trust Agreement and the Property, and any and all costs and expenses incurred by the Trustee by virtue of said employment and consultation shall be deemed to be an advance or expense made or incurred by the Trustee under this paragraph to be paid by the Beneficiary on demand. Any other monies expended by the Trustee under any other

provision of this Trust Agreement shall also be deemed to be an advance made by the Trustee under this paragraph 12. The Beneficiary further agrees to indemnify and hold the Trustee harmless of and from any and all expenses, including but not limited to, all costs and attorneys' fees, advances, payments or liabilities incurred by the Trustee for any reason whatsoever as a result of this Trust Agreement or the Trustee holding legal title to the Property under this Trust Agreement. The Trustee shall not be obliged to convey, transfer or otherwise deal with the Property or any part of it or to follow any instructions of the Beneficiary unless and until all of the payments, advances and expenses made or incurred or paid by the Trustee on account of this Trust Agreement or the Property shall have been paid, with interest at the rate set forth herein. Further, after making written demand on the Beneficiary to pay to the Trustee all payments, advances and expenses made or incurred by the Trustee on account of this Trust Agreement or the Property, the Trustee shall be entitled to and shall have a lien on the Property to secure all such payments, advances and expenses, together with interest thereon at the rate set forth herein and all costs and expenses, including attorney's fees, which the Trustee may incur or become liable for in collecting said amounts from the Beneficiary.

- 13. Trustee Responsibility with Respect to Legal Proceedings. The Trustee shall be under no duty to take any action, to pay any money or to incur any expenses in regard to any legal proceeding involving this Trust Agreement or the Property unless it shall elect, in the Trustee's absolute discretion, to do so and be furnished with sufficient funds or be indemnified to the Trustee's satisfaction by the Beneficiary. If the Trustee is served with process or notice of legal proceedings or of any other matters concerning this Trust Agreement or the Property, the sole duty of the Trustee shall be to forward the process or notice to the Beneficiary as provided in paragraph 30 hereof; in such case, the Beneficiary may defend said action in the name of the Trustee with counsel reasonably acceptable to the Trustee provided, however, the Trustee may at any time resign as such in accordance with the terms and conditions of this Trust Agreement or personally appear in said proceeding.
- A Trustee may resign at any time by giving written notice 14. Successor Trustee. of such intention to resign to the Beneficiary. The resignation of a Trustee and the appointment of a successor Trustee shall become effective after the Trustee and successor Trustee comply with Section 689.071(9), Florida Statutes, which documents shall be for the purpose of transferring to any successor Trustee all existing rights of Trustee under this Trust Agreement and title to the Property. Notwithstanding the resignation by the Trustee as provided herein, the Beneficiary shall upon such resignation immediately pay to the Trustee all payments, advances or expenses made or incurred by the Trustee in regard to this Trust Agreement or the Property and the Trustee shall continue to have a lien on the Property to secure the payment of sums permitted by the Trust Agreement, which lien the Trustee may record in the Public Records of county or counties in which the Property exists, a notice of lien specifying the amount of monies owed to the Trustee by the Beneficiary. The Trustee may thereafter enforce the Trustee's lien against the Property by appropriate judicial proceeding and, in said proceeding, the Trustee shall be entitled to recover from the Beneficiary, and the same shall be a lien on the Property, all the Trustee's costs and expenses, including attorneys' fees, in such proceeding.
- 15. <u>Power of Direction</u>. Heberto Pachon is hereby appointed as the Holder of the Power of Direction under this Trust Agreement. The Holder of the Power of Direction has full

authority and power to perform all acts and make all decisions that the Beneficiary would have the power to perform or make, specifically including all powers set forth in Florida Statutes, the power to collect rents and profits, or to confirm how they will be made payable, the power to authorize purchase of insurance, and the power to direct or instruct the Trustee as to the handling of any claim or litigation affecting the Property.

A Trustee may be removed from power by the Holder of the Power of Direction, which specifically includes the power to remove Trustees and successor Trustees without cause, and to name successor Trustees. In the event that no successor Trustee is named in this Trust Agreement or the deed of conveyance into the Land Trust created by this instrument, or that no named successor is available to serve, or that a Trustee or successor Trustee is removed, a successor Trustee shall be designated and appointed by the Holder of the Power of Direction. The appointment shall be proven by a Declaration executed by the Holder of the Power of Direction and recorded in the public records of the county in which the Property is located.

- 16. <u>Entire Agreement</u>. This Trust Agreement contains the entire understanding between the parties and may be amended, revoked or terminated only by a written agreement signed by the Trustee and the Beneficiary.
- 17. Florida Law Governs. This Trust Agreement shall be construed in accordance with the Laws of the State of Florida.
- Notices. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be, (notwithstanding lack of actual receipt by the addressee) (I) when delivered by personal delivery or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, (iii) one (1) business day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation, U.S. Express Mail, Federal Express or Purolator), or (iv) upon receipt of written confirmation by facsimile transmission, addressed to the party to whom notice is intended to be given at the address set forth below:

If to Trustee:	Heberto Pachon	
	, FL	
If to Beneficiary:	Carlos Suarez	
	,FL	

Either party may, by subsequent written notice, designate a different address for receiving notice.

- 19. <u>Certified Copies Satisfactory Evidence</u>. Copies of this Trust Agreement or any amendment to it, certified by the Trustee to be true and correct, shall be satisfactory evidence of such Trust Agreement for all purposes.
- 20. <u>Successors Bound by this Trust Agreement</u>. The terms and conditions of this Trust Agreement shall inure to the benefit of and be binding upon any successor trustee under it, as well as upon the personal representatives, administrators, heirs, assigns and all other successors in interest of the Beneficiaries. Every successor trustee shall become fully vested with all the title, estate, rights, powers, trusts and shall be subject to the duties and obligations of the predecessor under this Trust Agreement. The term Trustee shall thereafter mean and refer to said successor trustee.
- 21. <u>Duration and Termination of the Trust</u>. Notwithstanding any other provision of this trust, and unless sooner terminated by the operation of other provisions herein, this trust, and any Trusts arising hereunder shall terminate at the time required by Florida law or if revoked pursuant to paragraph 28 hereof, and upon such termination, the Trustee shall convey the Trust Property by Trustee's deed to the Beneficiary in proportion to the interest held under this Trust Agreement.
- Trustee Acts Only on Written Authorization. It is agreed by the parties hereto 22. that the Trustee will deal with the Property including cash or other assets of any kind which may become subject to this Trust Agreement only when authorized and directed to do so in writing by the Beneficiary or the Holder of the Power of Direction. On the written direction of the Beneficiary or the Holder of the Power of Direction, the Trustee shall execute deeds for, or mortgages or trust deeds (which may include a waiver of the right of redemption from sale under an order or decree of foreclosure) or execute leases all in regard to the Property or otherwise deal with the title to the Property including cash or other assets subject to this Trust Agreement, provided, however, that in regard to all documents to be executed by the Trustee, said documents shall be prepared by the Beneficiary and furnished to the Trustee with written direction by the Beneficiary or the Holder of the Power of Direction to execute and redeliver to the Beneficiary or the Holder of the Power of Direction or to any third person or persons. The Trustee shall not under any circumstances by obligated to execute any instrument which may, in the opinion of the Trustee, result in personal liability to the Trustee and rather than executing any instruments under this paragraph, the Trustee may resign as Trustee under this Trust Agreement, and, in the event the Trustee so resigns, the Trustee shall be under no duty to execute any instruments other than instruments required pursuant to this Trust Agreement or Section 689.071, Florida Statutes. The Trustee shall not be required to inquire into the propriety of any written direction by the Beneficiary or the Holder of the Power of Direction or the authority of the person signing said direction. To the extent the Trustee follows any written direction received from the Beneficiary or the Holder of the Power of Direction including, but not limited to, the execution by the Trustee in accordance with written direction of the Beneficiary or the Holder of the Power of Direction of any deed or other instrument relating to the Property and delivery of said deed or other instrument in accordance with said written instructions, the Trustee shall have no duty, liability or obligation whatsoever and the Beneficiary shall indemnify and hold the Trustee harmless from and against all claims, demands, costs and expenses, including attorneys'. fees, losses, liabilities and obligations which the Trustee may pay, incur or sustain by virtue of the

-Trustee following said written instructions.

- 23. Trustee Not Individually Liable. Except as set forth in this Trust Agreement or under applicable law, the Trustee shall have no individual liability or obligation whatsoever arising from ownership of or holding legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by the Trustee in dealing with the Property or in otherwise acting under this Trust Agreement upon the direction of the Beneficiary or the Holder of the Power of Direction except only so far as the Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge of such liability or obligation. By way of illustration and not by way of limitation, the Trustee shall be under no duty whatsoever to execute or enter into any instrument or agreement which does not contain language acceptable to the Trustee providing that the Trustee shall have no personal liability whatsoever and that the liability of the Trustee shall be limited solely to any property that the Trustee holds under this Trust Agreement.
- 24. <u>Disclosure of Interests</u>. The Trustee shall not, without the prior written consent of the Beneficiary, disclose to any person this Trust Agreement or the Beneficiary for whom the Trustee holds title to the Property hereunder, unless compelled to do so by legal process. The Trustee shall not however be responsible under this paragraph for any inadvertent disclosures made by the Trustee.
- 25. <u>Trustee Not Required to Give Warranty</u>. The Trustee shall not be required to execute any instrument containing covenants of warranty.
- 26. <u>Multiple Beneficiaries</u>. In the event that the term "Beneficiary" as used in this Trust Agreement includes more than one beneficiary, then, in that event, all persons included in the term "Beneficiary" shall be jointly and severally liable for obligations of the Beneficiary under this Trust Agreement.
- 27. No Third-Party Beneficiary. This Trust Agreement is solely for the benefit of the parties hereto and no person or persons not a party to this Trust Agreement shall have any rights or privileges under this Trust Agreement either as a third-party beneficiary or otherwise.
- 28. Revocation and Amendment. The Beneficiary may, at any time, by written instrument delivered to the Trustee revoke, or with the consent of the Trustee, amend this Trust Agreement. In the case of revocation, the Trustee shall convey title to the Property in accordance with the procedures set forth in paragraph 21 of this Trust Agreement and, in the case of amendment, the Beneficiary shall furnish to the Trustee the written form of said amendment as executed by the Beneficiary. Upon the execution of said amendment by the Trustee, said amendment shall be considered to be an amendment to this Trust Agreement.
- 29. <u>Assignment of Beneficial Interest</u>. The Beneficiary may not assign any or all of the Beneficiary's interest as Beneficiary under this Trust Agreement unless and until both of the following two (2) conditions have been met:

- (a) The original or executed duplicate of an assignment subscribed in the presence of two witnesses is delivered to the Trustee and the Trustee has accepted in writing said assignment provided, however, that the Trustee shall be under no duty or obligation whatsoever to so accept any assignment, and the Trustee may in the Trustee's absolute discretion determine whether or not to accept said assignment and may in the Trustee's discretion reject said assignment; and
- (b) The assignee of any beneficial interest agrees in writing to be bound by all the duties and obligations of the Beneficiary under this Trust Agreement including, but not limited to, the duty and obligation to pay to the Trustee all advances and expenses set forth in paragraph 12.

Upon the acceptance by the Trustee of an assignment as set forth in subparagraphs (a) and (b) hereof, the Beneficiary so assigning their interest under this Trust Agreement shall have no further liability or obligation under this Trust Agreement but only for any acts of the Trustee taken or performed after the acceptance by the Trustee of said assignment provided said assignment conveys the entire interest of said assigning Beneficiary under this Trust Agreement. The Beneficiary shall continue to be liable for matters occurring prior to the acceptance by the Trustee of said Assignment. Every assignment of any beneficial interest, the original or duplicates of which shall not have been delivered to and accepted by the Trustee in writing, shall be wholly ineffective as to the Trustee and all subsequent assignees or purchasers without notice. Although the death of the Beneficiary (or any one of the persons contained in the term Beneficiary if more than one person signs this Trust Agreement as the Beneficiary) shall not be deemed an assignment of the interest of the Beneficiary under this paragraph (as set forth in paragraph 2 hereof), any assignment of said interest by the personal representative of the Beneficiary shall be deemed to be an assignment under this paragraph 29 subject to required acceptance by the Trustee.

- 30. <u>Inquiries</u>. Written inquiries, legal and other notices, tax statements and all other documents and writings received by the Trustee and relating to this Trust Agreement or the Property shall be sent and forwarded within a reasonable time after receipt by the Trustee to the Beneficiary.
- 31. <u>Miscellaneous</u>. The captions for the paragraphs contained herein are solely for the convenience of the parties and do not, in themselves, have any legal significance. Time is of the essence of this Trust Agreement. In this Trust Agreement, the plural includes the singular and, vice versa, and masculine, feminine and neuter pronouns and the words "Trustee" and "Beneficiary" shall each include all genders. This Trust Agreement constitutes the complete agreement between the parties hereto and there are no representations, agreement or understandings other than as set forth herein.

IN WITNESS WHEREOF, the Trustee and the Beneficiary have executed this Trust Agreement the day and year first written above.

12 JUN 25 AMII: 27

Signed in the presence of: Signed in the presence of: (Date) (Date) Witness: Print Name Witness: Print Name

TRUSTEE:

Heberto Pachon

State: Florida County: Brown

Carlos Suarez

This document was acknowledge before me on May 18th 2012 by Heberto A. Packen.

PAMELA BARRIENTOS Notary Public - State of Florida My Comm. Expires Dec 8, 2014 Commission # EE 47943

State of Florida, County of Broward Swom and subscribed to before me

on this 18 day of MAM

by: CARLOS SUAREZ

who presented: Kunga Univers

as identification.

FLORIAN NAPP NOTARY PUBLIC STATE OF FLORIDA Comm# EE049893 Expires 12/19/2014