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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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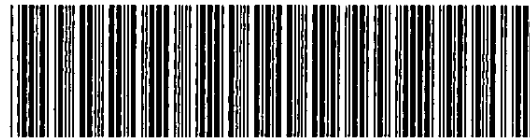
(Business Entity Name)

(Document Number)

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FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 AUG 15 PM 12:39



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

RECEIVED  
12 AUG 15 AM 9:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

July 24, 2012

MERCEDES CENTENO  
3351 SW 137TH AVE  
MIRAMAR, FL 33027

SUBJECT: HENRIQUEZ FAMILY IRREVOCABLE TRUST  
Ref. Number: W12000038985

We have received your document for HENRIQUEZ FAMILY IRREVOCABLE TRUST and your check(s) totaling \$358.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

A copy of the Declaration of Trust must be attached to the affidavit.

Please return 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.

Pamela Smith  
Regulatory Specialist II

Letter Number: 312A00019493

## TRANSMITTAL LETTER

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

**SUBJECT:** HENRIQUEZ FAMILY IRREVOCABLE TRUST

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

**FEES:**

Declaration of Trust	\$350.00
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**OPTIONAL:**

Certified Copy	\$ 8.75
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**FROM:** MERCEDES CENTENO

Name (Printed or typed)

3351 SW 137TH AVE.

Address

, MIRAMAR, FL. 33027

City, State & Zip

Daytime Telephone number

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

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

12 AUG 15 PM 12:40

A \_\_\_\_\_ 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 HENRIQUEZ FAMILY IRREVOCABLE TRUST, a

(Name of Trust)  
FLORIDA Trust hereby affirms in order to file or qualify

(State)  
HENRIQUEZ FAMILY IRREVOCABLE TRUST, in the State of Florida.

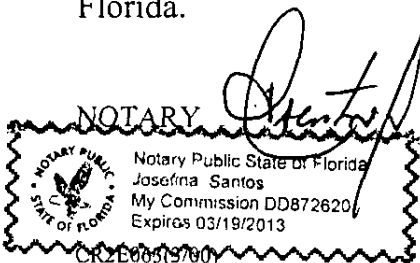
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is MERCEDES CENTENO  
3351 SW 137TH AVE. MIRAMAR, FL. 33027
3. The registered agent and street address in the State of Florida is:  
MERCEDES CENTENO  
3351 SW 137TH AVE. MIRAMAR, FL. 33027
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.

*Mercedes Centeno*

(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.



MERCEDES CENTENO

Name:  
Chairman of the Board of Trustees

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

**IRREVOCABLE TRUST AGREEMENT  
OF  
THE HENRIQUEZ FAMILY**

12 AUG 15 PM 12:40

THIS IRREVOCABLE TRUST AGREEMENT, which shall be designated as The Henriquez Family Irrevocable Trust (the Trust), is made and entered into as of the 10th day of February, 2012, between Mercedes Centeno of 3351 SW 137 Avenue, Miramar, Florida, 33027, Rosendo Luis Gonzalez Henriquez, of Calle Soraya #4, Urbanizacion Lomo de Maspalomas, Portal 13 – Piso 155, COD 35100, Maspalomas, Gran Canaria, Spain and Christofer Luis Gonzalez Casanas of c/Manuel Pestana Portal 61B, El Tablero, COD35109, Edificio Ondomar II, Gran Canaria, Spain, as trustors, and Mercedes Centeno of 3351 SW 137 Avenue, Miramar, Broward County, Florida, 33027, as trustee.

**Section I. Transfer in Trust**

Trustors assign, transfer, and convey to trustee the property described in Schedule A, attached and incorporated by this reference. The property, designated the trust estate, shall be held by trustee in trust for the uses and purposes and on the terms and conditions set forth in this agreement and in conformance with The Florida Trust Code, Chapter 736 of the Florida Statutes.

**Section II. Disposition of Principal and Income**

Trustee shall administer and manage the trust estate, collect the income and, after payment of all taxes, assessments, and all charges incident to the management, apply and dispose of the net income and principal of the trust estate as follows:

A. For the duration of the lives of the trustors or the survivors thereof, the income of the trust, and such portion of the principal of the trust as may be required to be used, shall be used for the ordinary living expenses, care, and medical needs of the trustors and the care, maintenance, repair of and taxes or other fees due on any of the tangible assets of the estate. Upon the death of any of the the trustors, the income and principal of the trust shall be used for the ordinary living expenses, care and medical needs of the surviving trustors and the trustee, Mercedes Centeno at the discretion of the trustee. In the event that the only surviving trustor is the trustee or her successor, that trustee or successor trustee, may name successor beneficiaries who shall be entitled to receive the income and principal of this trust in the stead of the trustors upon the death of the last remaining trustor, or she may declare the trust to terminate upon her death.

B. The Trust may be terminated by the trustee or her successor or any other person upon the death of the trustee, upon the determination by the trustee that the value of the assets held in trust at any time becomes less than \$5,000. If the trust, in the absolute discretion of the trustee, becomes sufficiently small in value that the administration is no longer economically desirable, the cost is disproportionate to the value of the assets, or the continuation is no longer in the best interests of the beneficiary or beneficiaries, the trustee may terminate the trust. On termination, as provided, trustee

shall distribute the property of the trust to the person or persons then entitled to receive the income.

### Section III. Additions to Trust

Trustors and any other person shall have the right at any time to add to this trust, property acceptable to trustee. Additional property, when received and accepted by trustee, shall become part of the trust estate.

### Section IV. Irrevocability of Trust

This trust shall be irrevocable and shall not be revoked or terminated by trustors or any other person. Nor shall this trust be amended or altered by trustors or any other person, except to correct scrivener's errors or to include omitted terms and conditions required by law to be included herein in order to effectuate the terms, conditions and intentions hereof.

### Section V. Powers of Trustee

The trustee shall be vested with such implied powers as are necessary to carry out the purposes of this trust, such general powers as are enumerated in Florida Statutes Section 736.0815, and such specific powers as are enumerated in Florida Statutes Section 736.0816, including subsections.

The trustee shall have the power to vote, consent, dissent, including the right to vote for the election of directors, pertaining to stocks, bonds, or other securities held by the trustee under this trust in any fiduciary capacity.

The trustee shall have the right to receive, give, transfer, sell, trade, invest, reinvest, acquire, buy, lease, waive or otherwise transact on behalf of the trust, in or connected with any account, stock, interest or asset of the trust estate, including real property. The trustee shall have the right to transfer into or out of this trust any property, by deed, assignment or other instruments of transfer, bequest or devise. Any property so added shall become property of the estate subject to the provisions of the Trust, the same as if originally included hereunder; provided that if such asset is encumbered, the receipt of such asset will not expose other assets of the Trust to liability.

The trustee shall have the power to retain, dispose of or otherwise negotiate the original assets of the trust estate, or other property hereafter transferred, without liability for loss or depreciation resulting from such retention, disposition or negotiation.

The trustee shall have the power to obtain, carry and pay for from the trust estate, any and all insurance deemed advisable, against any hazards, liabilities, damages or losses to any asset of the estate.

The trustee shall have the power to open, close, transfer, deposit into, withdraw from or otherwise access the bank accounts, stocks, or other securities or accounts of the trust estate, and exercise the rights of an absolute owner as provided for in the above enumerated Florida Trust Code sections.

To the extent reasonably necessary, the trustee shall have the power to employ the services of attorneys, real estate brokers, accountants, consultants, appraisers, property managers, general construction contractors or other assistants the Trustee deems advisable for the proper administration of the Trust estate.

The trustee shall not be liable for any act or omission of any person employed by Trustee to assist her in the administration of the Trust estate, but shall be responsible only for her own willful acts or omissions in bad faith.

#### Section VI. Limitations on Powers

The trustee shall not, under a durable power of attorney, seek a withdrawal of trust principal to fund annual gifts or other gifts pursuant to a power granted under said durable power of attorney.

#### Section VII. Compensation of Trustee

As compensation for services rendered, and in addition to reimbursement for reasonable expenses for the administration of the Trust, the Trustee may, at her option, receive reasonable fees for her services. The fee shall be presumed to be reasonable if it does not exceed one-half (1/2) of the customary charges of a local corporate trustee for similar services, but this shall not limit the fees that may be charged by an individual trustee. The Trustee shall have the right to make a reasonable fee each year for her services preparing income tax returns and other tax returns for any trust.

#### Section VIII. Successor Trustee

If Mercedes Centeno resigns or is unable to continue to act as trustee, said trustee shall appoint a successor trustee. Mercedes Centeno shall first consider trustor Rosendo Luis Gonzalez Henriquez as successor trustee, if he is willing and able to so serve. Said successor trustee shall succeed as trustee as though originally named as trustee and under the same powers and limitations. All authority and powers conferred upon the original trustee under this agreement shall pass to the successor trustee upon the successor trustee's acceptance of the duties as trustee. The resigning trustee shall transfer and deliver to the successor trustee the then entire trust estate and shall be discharged as trustee of this trust. The resigning trustee shall have no further power, discretion, rights, obligations, or duties with respect to the trust estate. All such powers, discretion, rights, obligations and duties of the resigning trustee shall be binding on the successor trustee. If the original trustee does not designate a successor trustee, the person who has been designated personal representative of the Estate of Mercedes Centeno shall appoint a successor trustee.

#### Section IX. Payment of Taxes

The Trustee is authorized and directed to pay out of the principal of the trust estate the proportionate share of any succession, legacy, inheritance, death, transfer or estate taxes, including any interest and penalties that may be assessed by reason of the death of trustor. In making payment, trustee may rely on the written statement of the personal representative of the estate of trustor as to the proportionate share of taxes chargeable to the trust estate.

#### Section X. Invasion of Principal

If Trustee deems the net income payable insufficient to provide for the health, support, and maintenance of the beneficiary of this trust who is entitled to receive income, taking into consideration any other income and the financial resources of the beneficiary, so far as known to trustee, trustee may, as often as deemed by Trustee to be necessary, pay to or apply, for the use and benefit of the beneficiary, any part or all of the principal of the respective trust of the beneficiary as trustee, in trustee's sole and absolute discretion, believes will be necessary to provide for the beneficiary's health, support and maintenance.

#### Section XI. Compromise of Claims

Trustee may compromise or abandon, at trustee's option and at any time, any claims in connection with trustee's management of the trust estate or the collection of any moneys due or payable to trustee which exist or arise in favor of or against the trust estate.

#### Section XII. Distribution or Division in Kind

On any division of the trust estate into separate shares or trusts and on any distribution, trustee may apportion and allocate the assets of the trust estate in cash or in kind, or partly in cash and partly in kind, or in undivided interests, in any manner as trustee, in trustee's discretion, deems advisable. Trustee may sell property as trustee deems necessary to make any division or distribution. After any division of the trust estate, trustee may make joint investment with funds from some or all of the several shares or trusts.

#### Section XIII. Termination in Discretion of Trustee

If the value of the assets held in any trust at any time becomes less than \$5,000.00 the trust may terminate at the discretion of the trustee. If the trust, in the absolute discretion of trustee, becomes sufficiently small in value that the administration is no longer economically desirable, the cost is disproportionate to the value of the assets, or the continuation is no longer in the best interest of the beneficiary or beneficiaries, trustee may terminate the trust. On termination as provided, trustee shall distribute the property of the trust to the person or persons then entitled to receive the income.



#### Section XIV. Discretion of Trustee

All powers granted to or vested in trustee by any provision of this instrument are to be exercised in the sole and absolute discretion of Trustee. However, discretion shall be exercised other than in a fiduciary capacity, primarily in the interest of the beneficiaries.

#### Section XV. Accrued and Undistributed Income

On the death of any beneficiary for whom a trust is then held, any accrued or undistributed net income shall be held and accounted for, or distributed in the same manner as if it had been accrued or received after the death of that beneficiary.

#### Section XVI. Notice of Events

Until trustee shall receive from some person interested in this trust written notice of any death, birth or marriage or other event on which the right to receive income or principal of the trust estate may depend, trustee shall incur no liability for any disbursements or distributions made or omitted in good faith.

#### Section XVII. Acts of Trustee

Any instrument executed by trustee shall be binding on all parties and all beneficiaries. The trustee is expressly authorized to exercise any and all voting, consenting and dissenting rights, including the right to vote for the election of directors, pertaining to stocks, bonds or other securities held by Trustee in his or her fiduciary capacity under this trust. Should any property under trust ownership or entity under which said property may be governed or managed require the exercise of any voting or consenting or dissenting power, the Trustee shall have that power on behalf of the trust.

#### Section XVIII. Definitions

The words "child", "children", "descendants", and "lawful descendants", as used in this instrument, shall include children legally adopted by any of the trustor's lawful descendants. The words "incompetent" or "incompetence", as used in this instrument, shall be deemed to include not only persons who have been declared by a court of competent jurisdiction, but also persons for whom a guardian or conservator or other fiduciary of the person or estate or both shall have been appointed by a court of competent jurisdiction.

#### Section XIX. Spendthrift Provision

Except as otherwise expressly provided, all income or principal to be paid to any of the beneficiaries shall be paid by trustee directly and only to the beneficiaries, to the personal representative of any beneficiary, or, where authorized, applied for the benefit of any beneficiary. Trustee shall not recognize any transfer, mortgage, pledge, hypothecation,

order or assignment of any beneficiary by way of anticipation of income or principal. The income and the principal of any trust shall be exempt from the claims of creditors or other claimants and from orders, decrees, levies, attachments, garnishments, executions, and other legal or equitable process or proceedings to the fullest extent permissible by law. If any creditor or other claimant attempts by any means to subject to the satisfaction of the claim of the creditor or claimant the interest of any beneficiary entitled by the provisions to receive income or periodic payments from the principal or income, or both, then, notwithstanding any other provisions, the beneficiary, during such time thereafter as trustee, in trustee's absolute discretion, shall deem advisable, shall not be entitled to receive payments from the trust. However, during the time payments are suspended, trustee, in trustee's absolute discretion, may pay to or expend for the benefit of the beneficiary as much of the trust net income, not to exceed the income to which the beneficiary would otherwise be entitled, as trustee deems necessary for the health, support and maintenance of the beneficiary in accordance with the beneficiary's standard of living. All income determined by trustee to be in excess of the amount necessary shall be accumulated and added to the trust principal. Trustee may, however, deposit in any bank designated in writing by a beneficiary to his or her credit income or principal payable to the beneficiary.

#### Section XX. Resignation of Trustee

Trustee, or any successor, may resign at any time on given written notice 30 days before resignation shall take effect to trust or after the death of trustor, to all adult beneficiaries and the guardians, conservators or other fiduciaries of the estates of any minor or incompetent beneficiaries who may then be receiving or who are entitled to receive income.

#### Section XXI. Allocation between Principal and Income

Unless otherwise specifically provided in this agreement, trustee, in trustee's absolute discretion, may determine the allocation of receipts between principal and income and may apportion dividends between principal and income. However, such allocation or apportionment may not be inconsistent with the beneficial enjoyment of trust property accorded to a life tenant or remainderman under the general principles of the law of trusts.

#### Section XXII. Accounting

Trustee at any time shall be entitled to render to the current income beneficiary or beneficiaries of the trust estate an account of the acts of trustee and transactions with respect to the income and principal of the trust estate from the date of the creation of the trust or from the date of the last previous account of the trustee. The beneficiary or beneficiaries shall have full power and authority on behalf of all persons now or hereafter interested in the trust to finally settle and adjust the account. Approval of the account by the beneficiary or beneficiaries shall constitute a full and complete discharge and release of trustee from all further liability, responsibility, and accountability for or with respect to

the acts and transactions of trustee as set forth in such account, both as to income and principal.

#### Section XXIII. Bond

There shall be no bond required to be given by Mercedes Centeno. Any other person or persons appointed to act as trustee or successor trustee under this trust instrument, before entering on his or her duties of trusteeship, shall execute a bond payable to the trust estate, with an authorized surety company as surety, to secure the faithful performance of trustee's duties. Bond shall be in an amount no less than the value of the trust estate and the probable value of one year's annual income from the trust estate. The cost of the bond shall be assessed to the trust income or principal, as the trustee shall, in his or her discretion determine.

#### Section XXIV. Severability

If any provision of this trust agreement should be invalid or unenforceable, the remaining provisions shall continue to be fully effective.

#### Section XXV. Acceptance of Trustee; Governing Law

This trust has been accepted by trustee and will be administered in Florida and in accordance with the validity, construction, rights and interpretations afforded to it under the laws of the State of Florida.

IN WITNESS WHEREOF, the Trustor/Trustee, Mercedes Centeno, has signed this Agreement in triplicate original on the date set forth below and above. One original is retained by the Trustors and the other original is retained by the Trustee.

*Mercedes Centeno*  
Mercedes Centeno, as Trustor and as Trustee

We certify that the above instrument was on the date hereof signed and declared by Mercedes Centeno as The Henriquez Family Irrevocable Trust, in our presence and that we, in the presence of each other, have signed our names as witnesses thereto, believing Mercedes Centeno to be of sound mind at the time of signing.

Witnesses as to Trustor and Trustee Mercedes Centeno:

*Theresa Lopez*  
Witness  
7950 NW 155 ST # 206  
Address: MIAMI FL 33150, FL

*Theresa Lopez*  
Witness  
7950 NW 155 ST # 206  
Address: MIAMI FL 33150, FL

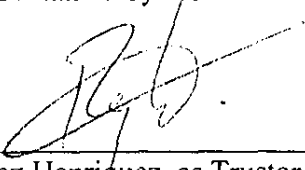


AMELI PADRON-FRAGETTA  
MY COMMISSION # DD 926634  
EXPIRES: October 16, 2013  
Bonded Thru Budget Notary Services

*Appear to and subscribed before me, the undersigned  
with authority, by the Trustor and witnesses on this  
10th of February, 2012. Personally known*

*26  
inc*

IN WITNESS WHEREOF, the Trustor, Rosendo Luis Gonzalez Henriquez, on his own behalf, and as natural guardian of trustor/beneficiary Christofer Luis Gonzalez Casanas, a minor, has signed this Agreement in triplicate original on the date set forth below and above. One original is retained by the Trustors and the other original is retained by the Trustee.

  
\_\_\_\_\_  
Rosendo Luis Gonzalez Henriquez, as Trustor and as  
Natural Guardian for Trustor, Christofer Luis Gonzalez Casanas

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 AUG 15 PM 12:40

We certify that the above instrument was on the date hereof signed and declared by Rosendo Luis Gonzalez Henriquez, as The Henriquez Family Irrevocable Trust, in our presence and that we, in the presence of each other, have signed our names as witnesses thereto, believing Rosendo Luis Gonzalez Henriquez to be of sound mind at the time of signing.

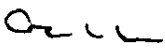
Witnesses as to Trustor Rosendo Luis Gonzalez Henriquez:

MARIELA CASANAS ALONSO  
Witness  
C/ MANUEL PESTANA Portal 61B  
Address: Edificio Ondamar II  
GRAN CANARIA

Clara Sarah Alonso Nodarse  
Witness  
C/ Manuel Pestana Portal 61B  
Address: Edificio Ondamar II Pta 4  
GRAN CANARIA . CP. 35109

Kingdom of Spain  
Province and City of Las Palmas de Gran Canaria  
Consular Agency of the United States of America } SS

SUBSCRIBED AND SWORN TO BEFORE ME ROSENDO LUIS GONZALEZ HENRIQUEZ PRODUCING  
THIS 3rd DAY OF April, A.D. 20 12. SPANISH IDENTITY CARD NO. 42213342Q.

  
Ana M. Quintana Figueroa  
Consular Agent of the United States of America  
Canary Islands

SCHEDULE A  
Initial Assets of Trust

The following property of the Trustor, Mercedes Centeno, is intended to be transferred into and assigned to The Henriquez Family Irrevocable Trust to become the corpus thereof on February 10, 2012, which shall be, for all lawful purposes conveyed, transferred or assigned effective on this date. Trustor has or will, as soon as is practicable, notify all institutions of the assignments and transfers of funds on deposit with them and shall execute deeds to transfer all real property described herein.

REAL PROPERTY:

1. Improved residential property located at: 985 NW 126 Court, Miami, Florida 33182, Lot 2, Block 42 of Lake Pointe Section 4, as recorded in Plat Book 136 at Page 82.

PERSONAL PROPERTY:

2. All funds acquired from the Estate of Manuel Clemente Centeno by inheritance, to be deposited in a banking institution of the trustee's choice.
3. All funds in Bank of America, Savings Account Number 898047002480, which shall be withdrawn and deposited in a banking institution of the trustee's choice.
4. 2003 BMW Z4 convertible vehicle.

MC  
mc