DBUUCCS

(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



800253928718

11/27/13--01016--008 **353.75

PROCEIVED SATE 21 AND 27 AS 11: 21 TO COMPANY OF FILMS

13 KOV 27 AM 8: 31

3

FLORIDA RESEARCH & FILING SERVICES, INC. 1211 CIRCLE DRIVE TALLAHASSEE, FL 32301 PHONE (850)364-8000	
WALK-IN	OFFICE USE ONLY
ENTITY NAME:	
AZEVEDOS FAMILY REVOCABLE LIVING TRUS	ST.
CK# 6235 FOR \$358.75	
PLEASE FILE THE ATTACHED DECLARATION OF TRUST & FOLLOWING:	RETURN THE
XXX CERTIFIED COPY	

STAMPED COPY

___ CERTIFICATE OF STATUS

Examiner's Initials

TRANSMITTAL LETTER

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

SUBJECT: Azevedos Family Revocable Living Trust

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

Bob Arnold

Name (Printed or typed)

1200 Brickell Ave. Ste. 1450

Address

Miami, FL 33131

City, State & Zip

1.305.515.5599

Daytime Telephone number

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY

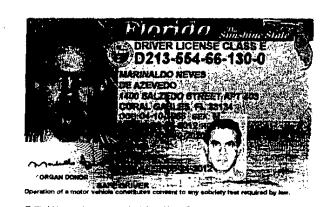
ATE FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

Azevedos Family	Revocable	Living	Trust
-----------------	-----------	--------	-------

13 NOV 27 AM 8: 31

	A Revocable Living	TRUST
Common Law D	ith Section 609.02 of the Flori eclarations of Trust, the under s of Azevedos Family Revoca	rsigned, the Chairman of the
Florida	(Name of Trust hereby affirms	f Trust) s in order to file or qualify
(State) Azevedos Family		, in the State of Florida.
	(Name of Trust)	
	persons are named in the Trus	, , w ^
2. The principal	address is 1400 Salzedo St. A	Apt 403, Miami, FL \$33134
Bob Arnold, Esq.	d agent and street address in the The Victoria Law Group e., Ste. 1450, Miami, FL 33131	ne State of Florida is:
agent to acce at the place d	<u>-</u>	pove named Declaration of Trust ereby accept the appointment as eacity.
•	he attached is a true and correlation proposes Mane: Mari	ect copy of the Declaration of
	Filing Fee: S Certified Copy: S	\$350.00 \$ 8.75 (optional)

CR2E063(3/00)





FILED
SECRETARY OF STATE
CIVISION OF CORPORATIONS

DECLARATION OF TRUST BY

MARINALDO NEVES DE AZEVEDO AND EDILENA SHINTANI DE AZEVEDO 7 AM 8: 32

THIS DECLARATION OF TRUST is made by Marinaldo Neves De Azevedo of Miami, Dade County, Florida, and Edilena Shintani De Azevedo of Miami, Dade County, Florida, acting herein both as the "Co-Grantors" and as the "Co-Initial Trustees."

WITNESSETH:

WHEREAS, we wish to create a trust of certain property for the benefit of ourselves and others, such property being described in Schedule A attached hereto and having been delivered this date to us as Co-Initial Trustees of the trust created hereunder; and,

WHEREAS, we or other person or persons may wish to add other property to the trust at a later date by gift, devise or bequest under the terms of a Last Will and Testament or otherwise by depositing such other property with us, as Co-Initial Trustees, or with any successor Trustee or Trustees; and,

WHEREAS, we are willing to perform the duties of Co-Initial Trustees in accordance with the terms and conditions and within the powers and limitations hereinafter set forth in this instrument:

NOW, THEREFORE, I agree to hold such property and any other property acceptable to us that any other person or persons may add to the trust by will or otherwise, all of which is hereinafter referred to as the "trust property," and to manage, invest and reinvest the same *in trust* for the following uses and purposes:

ARTICLE I: DECLARATIONS

A. **Name of Trust**. This Trust shall be designated as the "Azevedos Family Revocable Living Trust."

B. **Marital Status - Children**. We declare that our marriage is legal and valid under the laws of the State of Florida. We further declare that we have two (2) children, namely: Isabella C.S. Azevedo of Miami, Dade County, Florida and Gabriel S. Azevedo of Miami, Dade County, Florida.

ARTICLE II: DISPOSITION OF TRUST PROPERTY DURING OUR LIFETIME

A. **General Provisions**. If any property is transferred to the trust during our lifetime, then we shall receive, hold and manage the same; shall invest and reinvest such property, other than life insurance policies; shall collect the income, if any, and the proceeds thereof; and shall distribute to ourselves or others so much of the net income and principal thereof as in our sole discretion, shall decide from time to time, provided we are not incapacitated within the meaning set forth in paragraph B of this Article II. If either Co-Initial Trustee has become incapacitated while serving as Co-Initial Trustees, then the remaining Co-Initial Trustee shall be the sole Initial Trustee. The remaining sole Initial Trustee shall have all rights, powers, and duties granted by the Azevedos Family Revocable Living Trust and may act in an individual capacity without restriction. If both

1

Co-Initial Trustees become incapacitated while serving, the successor Trustees designated in accordance with the provisions of Article IX of this instrument shall pay to or apply for the benefit of any one or more members of a group consisting of myself, my children, and the descendants of my children so much of the net income and principal of the trust, even to the extent of exhausting principal, as the successor Trustees may consider advisable for their health, maintenance and support. The successor Trustees shall be exonerated from any liability in connection with the making of such discretionary payments. The successor Trustees shall consult with us insofar as practicable regarding the purchase, sale, exchange or other disposition of investments constituting a part of the trust property. Any net income not so expended may be accumulated and added to principal from time to time.

- B. **Definition of "Incapacitated"**. For purposes of this instrument, the term "incapacitated" shall mean the inability to make informed decisions in the ordinary course of business because of advanced age, illness, or other causes. The decision as to whether I am incapacitated, for purposes of this instrument, shall be made by the person or persons to whom I have given a written power to make health care decisions for me, with the concurring opinion of at least one physician who has examined me during the two-month period immediately preceding the date on which the determination is being made.
- C. **Use of Residential Property**. If the trust consists of any residential property or any tangible personal property, then, in addition to the provisions set forth above in this Article II, we retain the right to occupy such residential property and to possess and use any tangible personal property without any obligation on our part to pay rent or other consideration therefore. Notwithstanding the above, during any period in which either of us are determined to be incapacitated within the meaning of this Article II, the other Co-Initial Trustee or in the case both of us are considered incapacitated the successor Trustees shall have the right during our lifetime to:
 - 1. sell any interest in residential property or tangible personal property held by the trust and invest the proceeds of sale in any other residential real property or tangible personal property selected by the Co-Initial Trustee or successor Trustees; or,
 - 2. terminate my right to occupy such residential property and to possess and use any tangible personal property and administer or dispose of such property in the same manner as any other property held by the trust.

ARTICLE III: PAYMENT OF DEBTS, EXPENSES AND TAXES

Following the death of both Co-Initial Trustees, to the extent possible, the successor Trustees shall pay out of that portion of the trust property not qualifying for the marital or charitable deductions (1) all of my legally enforceable debts, funeral expenses and estate administration expenses, except that any debt or expense secured by a mortgage, pledge or similar encumbrance on trust property need not be paid by the successor Trustees, but such property may pass subject to such mortgage, pledge or similar encumbrance, and (2) all estate, inheritance, legacy, transfer, succession and other death taxes or duties (together with interest and penalties thereon, if any) that are levied or assessed upon or with respect to any property included as part of my gross estate, whether such property passes under the provisions of this instrument or otherwise. Notwithstanding the above, if a personal representative of my probate estate is appointed within six months after my death, then the successor Trustees shall pay the preceding items only to the extent my personal representative shall signify in writing to the

A. ESA successor Trustees that the value of the cash and readily marketable assets of my probate estate, as determined by my personal representative, is insufficient to pay those items. Any of the preceding items payable by the successor Trustees as a result of such certification may be paid by the successor Trustees either directly to the appropriate payee or to the personal representative of my probate estate, as the successor Trustees may deem advisable. The preceding items shall be paid by the successor Trustees without seeking reimbursement, recovery, or contribution from any person.

ARTICLE IV: DISTRIBUTION OF TRUST PROPERTY UPON MY DEATH

Upon the death of the last remaining Co-Initial Trustee (the "termination date"), the successor Trustees shall divide the Trust, as it is then constituted, into as many equal portions as there shall be children of mine living. The successor Trustees shall then (i) pay over and distribute one such portion to each of my then living children, outright and free of trust.

ARTICLE V: GENERAL TRUST PROVISIONS

The following provisions shall apply to each trust created under this instrument, unless the context requires otherwise. When used herein, the term "Trustee" shall be deemed to include a successor Trustee or Trustees.

- 1. Payment to Minors or Incompetents. The Trustee may make payments in money or in property to or for the benefit of any beneficiary who is a minor or incompetent in any one or more of the following ways: (a) to such minor or incompetent directly if, in the sole discretion of either Co-Initial Trustees, such payment is deemed advisable; (b) to apply such payments directly for the support, maintenance, education, and medical, surgical, hospital, or other institutional care of such minor or incompetent; (c) to the legal or natural guardian of such minor or the conservator of such incompetent; (d) to any other person, whether or not appointed guardian of the person or conservator by any court, who shall, in fact, have the care and custody of the person of such minor or incompetent. The Co-Initial Trustees or successor Trustees shall not be under any duty to see to the application of the payments so made and the receipt by such person shall be full acquittance to the Co-Initial Trustees.
- 2. Discretionary Distributions. Except as otherwise provided herein, the Co-Initial Trustees may take into consideration any other sources of income and/or assets available to a beneficiary in determining whether to make discretionary distributions of net income or principal to that beneficiary; the Co-Initial Trustees shall have no duty to equalize present or future distributions to, or among, beneficiaries; and the good faith decision of the Co-Initial Trustees with respect to any discretionary distributions of net income or principal shall fully protect the Co-Initial Trustees and shall be binding and conclusive upon all persons having an interest in any trust created hereunder. As used throughout this instrument, the education expenses of any beneficiary hereof shall be deemed to include the expenses of tuition, books, other equipment and supplies required in the course of study undertaken, and living expenses (including reasonable travel) incurred in connection with attendance at any educational institution, including private schooling at the elementary and secondary school level, colleges and universities, trade schools, graduate schools and including vocational apprenticeships, internships and residencies. It is our desire that my children and their descendants be educated to the fullest extent possible consistent with their abilities and desires and the

A EST

resources of this trust.

- 3. **Spendthrift Provision**. Except as otherwise provided by law, no power of appointment created hereunder shall be subject to involuntary exercise, and no interest of any beneficiary in the income or principal of any trust created hereunder shall be subject to assignment, alienation, pledge, attachment, or claims of creditors, including claims for alimony or support, until the same is distributed to such beneficiary or beneficiaries.
- 4. **Termination of Small Trusts**. If at any time the Co-Initial Trustees, in their sole discretion, shall determine that the continuance of any trust created under this instrument is unwarranted in view of its size, the Co-Initial Trustees may terminate such trust and distribute the balance thereof to the beneficiary or beneficiaries for whom the trust is named.
- 5. Rule Against Perpetuities. Notwithstanding any other provision of this instrument to the contrary, no trusts created hereunder shall continue beyond twenty-one (21) years after the death of the last to die of those beneficiaries who were living at the time of my death; and, upon the expiration of such period, all trusts shall terminate and the Co-Initial Trustees shall distribute the principal and all accrued or undistributed net income of each such trust to the beneficiary or beneficiaries for whom the trust is named.

ARTICLE VI: TRUSTEE POWERS

- A. **General Powers**. In addition to any other powers conferred by law, the Co-Initial Trustees (including any successor Trustee or Trustees) shall have the following powers with respect to each trust created under this instrument, exercisable in the discretion of the Trustee:
 - 1. **Retain Original Property**. To retain for such time as the Co-Initial Trustees shall deem advisable any property, real, personal or mixed, that the Co-Initial Trustees may receive, even though the retention of such property by reason of its character, amount, proportion to the total trust estate or otherwise would not be appropriate for the Co-Initial Trustees apart from this provision;
 - 2. **Sell, Mortgage or Exchange Property.** To sell, exchange, alter, assign, transfer, grant options to buy, sign real estate listing agreements; to convey, pledge, hypothecate; and to mortgage, lease and sublease, even beyond the period of the trust; to partition or otherwise dispose of any property or interest therein; to do any of such acts without a court order, at public or private sale or otherwise, upon such terms and conditions, including credit, and for such consideration as the Co-Initial Trustees shall deem advisable; to transfer and convey the property, or any interest therein, in fee simple absolute or otherwise free of all trusts:
 - 3. Investments. To invest and reinvest, as the Co-Initial Trustees shall deem advisable, in stocks of any class, bonds, debentures, notes, mortgages or other securities as well as in investment trusts, mutual funds and common trust funds, to open accounts in any type of commercial or savings bank, savings and loan association, credit union or similar organization or company, whether within or without the State of Florida or the United States and even though such investment shall not be of the character approved by applicable law but for this provision;

W ESK

- 4. **Borrow Money**. To borrow money and to assume indebtedness for such periods of time and upon such terms and conditions as to rates, maturities, renewals, and security as the Trustee shall deem advisable, including the powers of a corporate trustee to borrow from its own banking department, for the purpose of paying debts, taxes, administration expenses, or other charges against any trust created hereunder, or any part thereof, and to mortgage, pledge or otherwise encumber such portion of any such trust as may be required to secure such loan or loans, and to renew existing loans either as maker or as endorser:
- 5. **Distributions in Cash or in Kind**. To make distributions of assets of any trust created hereunder in cash or in kind, or partially in cash and partially in kind, in divided or undivided interests, provided shares may be composed differently and specific property may be allocated to particular distributions; to make such distribution either upon final determination or during one or more preliminary distributions, at the then current values, as the Trustee may find to be most practicable and for the best interest of the beneficiaries; and to make reasonable determinations of said values for the purpose of making distribution if there is more than one beneficiary thereof, which determination shall be binding upon the beneficiaries;
- 6. **Vote Shares of Stock**. To vote shares of stock owned by any trust created hereunder at shareholder's meetings in person or by special, limited, or general proxy, with or without power of substitution;
- 7. **Register in Name of Nominee**. To cause any of the investments that may be delivered to or acquired by the Co-Initial Trustees to be issued, held or registered in the name of the Co-Initial Trustees, in negotiable form, in the name of a nominee, or in any form in which title will pass by delivery; and any corporation or its transfer agent may presume conclusively that the nominee is the actual owner of the securities submitted for transfer;
- 8. Pay Expenses. To pay calls, assessments and any other sums chargeable or accruing against or on account of shares of stock, debentures or other corporate securities in the hands of the Co-Initial Trustees, whenever such payment may be legally enforceable against the Co-Initial Trustees or any property of any trust created hereunder, or if the Co-Initial Trustees shall deem such payments expedient and for the best interests of any such trust; to pay for repairs and other expenses incurred in the management, collection, care, administration and protection of any such trust including reasonable compensation to the Co-Initial Trustees and attorney's fees;
- 9. Litigate, Compromise or Abandon Claims. To compromise, adjust, arbitrate, sue on or defend, or otherwise deal with and settle claims in favor of or against any trust established hereunder as the Trustee may deem advisable, and the decision of the Trustee shall be conclusive between the Trustee and the beneficiaries of any such trust in the absence of fraud, bad faith or gross negligence of the Trustee;
- 10. Commingle Assets. To acquire, receive, hold and retain the principal of any or all trusts created hereunder undivided until division becomes necessary in order to make a distribution; to hold, manage, invest, reinvest, and account for the several shares or parts of shares by appropriate entries in the books of account maintained by the Trustee, and to allocate to each share or part of a share its proportionate part of all receipts and expenses,

A ESK

provided that this subparagraph shall not defer the vesting in possession of any share or part of a share of the trust;

- 11. Receive Additional Property. To receive additional property from any source and to administer such additional property as a portion of the appropriate trust hereunder, provided that the Co-Initial Trustees shall not be required to receive such additional property without his consent unless such property is transferred to the Co-Initial Trustees by us or devised or bequeathed to the Co-Initial Trustees in their capacity as Co-Initial Trustees;
- 12. Employ and Compensate Agents, Etc. To employ and compensate persons deemed by the Co-Initial Trustees as advisable or necessary in the administration of any trust created hereunder including, but not limited to, agents, accountants, brokers, attorneys-infact, attorneys-at-law, real estate managers, rental agents, appraisers, and investment counsel and other professional advisers as may be required or desired in managing, protecting and investing the property of any such trust;
- 13. **Insure**. To carry such insurance coverage including, but not limited to, public liability, fire, rent, title or casualty insurance for such hazards and in such amounts, either in stock companies or in mutual companies, as the Co-Initial Trustees may deem advisable;
- 14. **Determine Principal and Income**. To determine, in accordance with applicable law, all questions with respect to the manner in which expenses and charges are to be borne and receipts are to be credited as between principal and income;
- 15. **Maintain Reserves**. To maintain reasonable reserves for depreciation and for amortization and obsolescence;
- 16. **Execute Instruments**. To make contracts and execute instruments as may be necessary in the exercise of the powers granted herein; and no party dealing with the Trustee need inquire as to the existence or proper exercise of any power of the Trustee, whether such power is granted directly or incorporated herein; and,
- 17. **Perform Other Acts**. To perform all other acts necessary for the proper management, investment, and distribution of the property of any trust created hereunder.
- B. Real Property Interests. The Co-Initial Trustees (including any successor Trustee or Trustees) may retain any residential real property or apartment, and the contents thereof, that may be received by the Co-Initial Trustees under our wills or otherwise, to purchase, to rent and to maintain residential real estate including an ordinary, cooperative or condominium apartment for occupancy, rent-free, by any of the beneficiaries hereunder, so long as one or more of them may wish to use and occupy it as a home, and to sell it when it is no longer so used and occupied, to pay all rent, taxes, assessments, repairs and other charges for maintaining such real and personal property or apartment, including title, public liability, fire and extended coverage insurance, and to make such purchases or payments out of such beneficiary's portion of the principal or income, in accordance with applicable law, as the Co-Initial Trustees, in their sole discretion, may determine:
- C. Exercise of Discretion. The Co-Initial Trustees (including any successor Trustee or Trustees) may exercise every power and discretion in the management of any trust created

J. E38

hereunder as if the Trustee were the absolute owner thereof, and this general power shall not be limited in any way by the specific powers set forth herein; provided, however, that no beneficiary or trustee of any trust created hereunder may participate in any decision regarding payment to any person that he or she is legally obligated to support if such payment discharges such legal obligation of support.

- D. **Dealing with Estates**. The Co-Initial Trustees (including any successor Trustee or Trustees) shall have the power to deal in every way with my estate or any trust established by us, including, but not limited to, the purchase from, the sale to, the exchange of property with our estates, or any trust established by us, or the making of loans thereto, either secured or unsecured and either interest-free or at such rates of interest as the Co-Initial Trustees shall determine.
- E. **Merging of Similar Trusts**. Notwithstanding any provision contained herein to the contrary, the Co-Initial Trustees (including any successor Trustee or Trustees) shall have the power to merge any trust created under this instrument with any other trust or trusts created by me if the terms of any such trust or trusts are substantially similar and held for the primary benefit of the same persons.

ARTICLE VII: POWERS RELATING TO INSURANCE POLICIES

- A. Reservation of Powers by Marinaldo Neves De Azevedo And Edilena Shintani De Azevedo. Notwithstanding any provision contained herein to the contrary, we reserve the right, without the consent or approval of the Co-Initial Trustees (including any successor Trustee or Trustees), to sell, assign, or hypothecate any policy or policies of insurance that are owned by us and held by the Co-Initial Trustees hereunder; to exercise any option or privilege granted by such policy or policies including, but not limited to, the right to change the beneficiary of such policy or policies; to borrow against the cash value of such policy or policies; and to receive all payments, dividends, surrender values, benefits and privileges of any kind that may accrue on account of such policy or policies during my lifetime. The Co-Initial Trustees shall deliver to me (or to the owner if owned by someone other than me) any policy or policies held hereunder upon my written request or the written request of such other owner, as the case may be. The Co-Initial Trustees, if named as the beneficiary of any such policy or policies, shall join in the execution of assignments thereof upon my written request or the written request of such other owner. It is expressly understood and agreed that the Co-Initial Trustees shall have no responsibility for the payment of premiums or other charges due on any policy or policies held hereunder during our lifetime.
- B. **Settlement of Claims**. The Co-Initial Trustees (including any successor Trustee or Trustees) shall use their best efforts to collect any sums due and payable under any insurance policy or policies held hereunder, but shall not be required to institute legal proceedings until indemnified. Upon the death of the last surviving Co-Initial Trustee, the successor Trustees may elect any mode of settlement permitted by the terms and provisions of any insurance policy or policies on our lives, wherein such policy or policies designate the successor Trustees as beneficiary, that the successor Trustees, in their sole discretion, may believe to be in the best interest of the beneficiaries of the trusts created under this instrument. The successor Trustees may, without the order of any court, compromise and adjust claims arising out of any policy or policies held hereunder with respect to any amounts payable to the successor Trustees upon such terms and conditions as the successor Trustees may deem reasonable, and the decision of the Trustee shall be binding and conclusive upon all interested persons.

ESK

ARTICLE VIII: CONCERNING THE TRUSTEES

- A. **Resignation of Trustees**. Any person may resign as Co-Initial Trustee, Trustee, or successor Trustee of any of the trusts created hereunder at any time by giving at least thirty (30) days prior written notice thereof, delivered personally or by certified mail to us, if living, or, if we are not then living, to the beneficiary or beneficiaries to whom the current income of any such trust may be distributed. If any such beneficiary or beneficiaries are minors, then written notice of such resignation shall be given to the guardians of the estates of such minor beneficiaries.
- B. Removal of Trustees. As a matter of convenience to us and the beneficiaries of any of the trusts created hereunder, we reserve the right to remove any Trustee at any time during our lifetime. Such right of removal shall be exercised by giving written notice to such Trustee and to the remaining Trustee or Trustees, if any, and, upon the acceptance of the trust by the remaining or successor Trustee or Trustees and the transfer of the trust property or any portion thereof, as the case may be, the removed Trustee shall cease to be a Trustee of any such trust hereunder.
- C. Appointment of Successor Trustees. In the event of our resignation as Co-Initial Trustees hereunder, or in the event of our inability to serve as Co-Initial Trustees hereunder, we reserve the right to appoint a successor Trustee or Trustees in our place. At of this date Paulo Neves De Azevedo of Av Celso des Santos 880, Sao Paulo, SP 04658241, Brazil, shall serve as successor Trustee. If Paulo Neves De Azevedo, fails or ceases to serve as a successor Trustee, then Marcelo Motta Soares of 55730 Ridgeview Lane, Naperville, IL 60540, USA shall serve as successor Trustee. Each successor Trustee has serve one at a time.
- D. **Periodic Accounting**. The Co-Initial Trustees (including ant successor Trustee or Trustees) shall render periodically to each individual who is then an income beneficiary under any trust created hereunder, a statement of account showing all receipts, disbursements and distributions of both principal and income from such trust since the last such statement. Such statements shall be rendered by the Co-Initial Trustees within ninety (90) days after receipt by the Co-Initial Trustees of a written request for a periodic accounting, which request shall be made by a majority of the then income beneficiaries of any of the trusts created hereunder. Unless a statement of account is objected to in writing within sixty (60) days from the rendition thereof, such statement shall be deemed approved as rendered. The approval of such statements by such individuals, or by their legal guardians or representatives, shall, as to all matters and transactions stated in the statement of account or shown by it, be final and binding on all individuals, whether or not in being, who are then or who thereafter may become entitled to share in either the income or principal of any trust created hereunder. Nevertheless, the Co-Initial Trustees shall be entitled to obtain a judicial settlement of his accounts at all times.
- E. Change of Situs. The Co-Initial Trustees may, at any time and from time to time, as they may deem advisable, in their sole discretion, for the benefit or security of any trust created hereunder, or any portion thereof, remove (or decline to remove) all or any portion of the property or the situs of administration thereof from one jurisdiction to another jurisdiction and elect that the laws of such other jurisdiction shall thereafter govern the same to such extent as may be necessary or desirable, and, thereupon, the courts of such other jurisdiction shall have the power to effectuate the purposes of the trusts created hereunder to such extent. This power of removal shall be a continuing power that may be exercised any number of times including further removal or change of location of property or situs of administration. The determination of the Co-Initial Trustees as to any such removal or change of situs shall be binding and

conclusive on all individuals interested or claiming to be interested in any trust created hereunder.

- F. Liability for Acts of Predecessors. No successor Trustee or Trustees shall be personally liable for any act or failure to act of a predecessor Trustee. With the approval of the individual or individuals indicated in this Article XIII who may approve the accounts of the Co-Initial Trustees, a successor Trustee may accept the account furnished, if any, and the property delivered by or for a predecessor Trustee without liability for so doing, and such acceptance shall be a full and complete discharge to the predecessor Trustee.
- G. **Delegation of Administrative Duties**. Any individual Co-Initial Trustee acting hereunder may authorize, at any time and from time to time, by revocable power of attorney in writing filed with the corporate Trustee, or, if there is no corporate Trustee then serving, with all of the other Trustees then serving, any one or more of such other Trustees to perform on his or her behalf, as Trustee, all acts (or specific acts) in relation to the administration of any trust created hereunder, whether or not such act involves the exercise of discretion. Every individual or entity dealing with a Trustee who is acting under a power of attorney shall be protected in relying upon such power of attorney. The revocation of any such power of attorney shall be in writing and delivered to the corporate Trustee or to all such other Trustees, as the case may be.
- H. Signatures on Bank Accounts and Documents. If two or more Trustees are acting hereunder, the following provisions shall apply:
 - 1. The Trustees may establish bank accounts and may authorize that checks or drafts may be drawn on, or withdrawal made from, any such account on the individual signature of any one or more of the Trustees, as the Trustees may determine.
 - 2. The Trustees may execute documents by jointly signing one document or separately signing concurrent counterpart documents.
 - 3. Compensation of Trustees. The Trustee of any trusts created under this instrument, including any successor or successors thereto, shall be entitled to reasonable compensation for services rendered hereunder.
- J. **Bond**. No bond or other security shall be required of any Trustee named herein or of any successor Trustee.

ARTICLE IX: SURVIVORSHIP PRESUMPTION

If any beneficiary under this instrument fails to survive the last living Co-Initial Trustee by thirty (30) days, it shall be deemed for all purposes of this instrument that such beneficiary did not survive me.

ARTICLE X: MISCELLANEOUS PROVISIONS

Definitions.

1. References in this instrument to a "child" or "children" shall mean descendants in the first degree of the parent designated, and references to a "grandchild" or "grandchildren" shall mean descendants in the second degree of the ancestor designated, and references

in est

to "descendants" or "issue" shall mean descendants in the first, second, or any other degree of the ancestor designated. All references to child, children, grandchild, grandchildren, descendants or issue shall include children in gestation and adopted children, provided that such adoption occurred when the individual adopted was a minor in the jurisdiction in which the adoption took place.

- 2. An adopted child, and such adopted child's descendants, shall be considered in this instrument as descendants of the adopting parent or parents and of anyone who is, by blood or adoption, an ancestor of the adopting parent, or of either of the adopting parents, and shall not be considered descendants of the adopted child's natural parents; except where a child is adopted by a spouse of one of his or her natural parents, such child shall be considered a descendant of such natural parent as well as a descendant of the adopting parent.
- 3. The term "person" shall mean and include an individual, a corporation, a partnership, an association, a trust, an estate, or any other legal entity or organization.
- 4. The term "Co-Initial Trustee" shall mean any one of the original or successor Trustees under this instrument, and the term "Trustees" shall mean all of the Trustees collectively if there is more than one Trustee serving at any one time under this instrument.
- 5. The term "trust property" shall mean all assets and property, whether real, personal or mixed, that are received and held by the Trustee under this instrument and which constitute or form a part of the trust created hereunder from time to time or at any given time.
- B. Reservation of Power to Amend or Revoke. We expressly reserve the power during our lifetime (i) to revoke this instrument, in whole or in part, at any time by an instrument in writing delivered to the Co-Initial Trustees, and (ii) to alter, amend, or modify this instrument at any time and from time to time by an instrument in writing without the consent of the Co-Initial Trustees or any beneficiary; provided, however, that in the event of an amendment or modification of this instrument, the duties, powers and liabilities of the Co-Initial Trustees shall not be substantially increased without the written consent of the Co-Initial Trustees. The powers reserved to us under this paragraph are personal to us and shall not be assignable or extend to any other person, including the personal representative of our estates or any beneficiary named herein. Upon my death, this instrument shall become irrevocable.
- C. **Use of Words and** <u>Paragraph Headings</u> **Captions**. Wherever the context so requires, words used herein in one gender shall be applicable to all genders, words used in the singular shall include the plural, and words used in the plural shall include the singular. The use of <u>Paragraph Headings</u> captions are for reference only and are not meant to govern or affect the interpretation of any part of this instrument.
- D. **Savings Clause**. If it is determined that any provision contained in this instrument violates any applicable law, then such determination shall not impair the validity of the remaining provisions of this instrument.
- E. Counterparts. This instrument may be executed in one or more copies, and any copy so executed shall be considered an original. Moreover, anyone may rely upon a copy, certified by a notary public, to be a true copy of this instrument (and of the writings, if any, endorsed thereon

A. EST

or attached thereto) to the same effect as if it were an original copy, and anyone may rely upon any statement of fact certified by a Co-Initial Trustees hereunder.

- F. **Governing Law**. This instrument shall be construed and regulated in all respects by the laws of the State of Florida.
- G. Effective Date. This Trust shall be effective as of the date this instrument is signed.

IN WITNESS WHEREOF <u>we</u> have signed this Declaration of Trust on the <u>31st</u> day of <u>October</u>, 2013.

Signed and delivered in the presence of:

Witness: Paul Fscabar		Marinaldo Neves De Azevedo, Grantor		
That she		mounded m. Rued		
Witness: Janes St Sierra	_	Edilena Shintani De Azevedo, Grantor		
VIII.000. () () () () () () () () () ()		Coleline Stentam byecto		
Witness: Roul Fscob		Marinaldo Neves De Azevedo, Co-Inital		
		Trustee		
Samuel &				
Witness:	<u> </u>	Edilena Shintani De Azevedo, Co-Inital		
		Edilena Shintani De Azevedo, Co-Inital Trustee		
STATE LINGIDA	1			
OF FIRE	- /	4213-217-73-766-0		
COLINETY AND OF A) ss	S		
OF MICHIEL PAR	- '	,		
City of Misni, this 31st day of October, 2013.				
Personally appeared <u>Marianaldo Neves {d</u>	e} dele	ete tje "de" ?] Azevedo and Edilena Shintani de to be the persons whose name are subscribed		
to the within instrument and acknowledged	l that <u>t</u>	they executed the same, both as Grantor and as who presented L. Dr. ruste as identification.		
Trustee, for the purposes therein contained	4 <u>4114 </u>	D213-554-66-130-0		
	•	Ashel and		
		Notary Public /		

SCHEDULE A Azevedos Family Revocable Living Trust

For record keeping purposes only, the initial property held by the Co-Initial Trustees under the **Azevedos Family Revocable Living Trust** is as follows:

»» FIVE DOLLARS (\$5.00) ««

12/12