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SECRETARY OF STATE
DIVISION OF CORPORATIONS
15 APR -6 AM 11:03

W15-19423

04/07/15



FLORIDA DEPARTMENT OF STATE
Division of Corporations

VED
15 07 10 AM 10:27
STATE
FLORIDA

March 19, 2015

GAETANO FEDERICO, JR.
2800 N.W. 47 TERRACE
APT. 410
LAUDERDALE LAKES, FL 33313

SUBJECT: FEDERICO REALTY TRUST
Ref. Number: W15000019423

We have received your document for FEDERICO REALTY 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):

The Affidavit to File must be Notarized in the appropriate section; below the signature of the Chairman of the Board of Trustees, in the area indicated.

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.

Thomas Chang
Regulatory Specialist II
New Filing Section

Letter Number: 115A00005527

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

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DIVISION OF CORPORATIONS

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Federico Realty Trust

A realty 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 Federico Realty Trust, a
(Name of Trust)

Massachusetts Trust hereby affirms in order to file or qualify
(State)

Federico Realty Trust, in the State of Florida.
(Name of Trust)

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

2. The principal address is 2800 NW 47 Terrace

Lauderdale Lakes, Florida 33313

3. The registered agent and street address in the State of Florida is:

Gaetano Federico Jr.

2800 NW 47 Terrace, Lauderdale Lakes, FL 33313

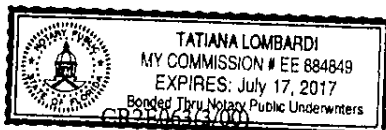
4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.

Gaetano Federico Jr.
(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.

Tatiana Lombardi
NOTARY

Gaetano Federico Trustee
Name: Gaetano Federico
Chairman of the Board of Trustees



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

16841 005
FEDERICO REALTY TRUST

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THIS DECLARATION OF TRUST made this 1st day of January, 1991, by Egea A. Federico & Gaetano Federico of Boston, Massachusetts (hereinafer called the Trustee, which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the Trustee or the Trustees for the time being hereunder, wherever the context so permits),

WITNESSETH THAT

ARTICLE I. The trust hereby created shall be known as the FEDERICO REALTY TRUST and under that name so far as legal, convenient and practicable, shall all acts of the Trustee be made and all instruments in writing by the Trustee be executed.

ARTICLE II. All property, real and personal, tangible and intangible, conveyed to the Trustee hereunder (hereinafter called the "trust property") shall vest in the Trustee as trustee of this trust, in trust to manage, administer and dispose of the same for the sole benefit of the beneficiary or beneficiaries from time to time hereof with the powers and subject to the limitations hereinafter contained concerning the same.

ARTICLE III.

Section 1. Any Trustee may resign at any time by instrument in writing signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and such

NOTED BY SECRETARY OF DEEDS
RECORDED IN BOOK 1202 PAGE 16

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resignation shall take effect upon the recording of such instrument with Registry of Deeds. If and whenever (a) there shall be no trustee in office hereunder, or (b) the beneficiary or beneficiaries hereof desire to appoint additional trustees hereunder, a succeeding and/or additional trustee or trustees shall be appointed by (a) an instrument in writing signed and acknowledged (in the manner required for the recording of deeds in Massachusetts) by the beneficiary or all of the beneficiaries, if more than one, hereunder, and delivered to the then trustee or trustees, if any, hereunder, and (b) an acceptance of such appointment, signed and so acknowledged by the person or persons so appointed. Any such appointment and acceptance shall become effective upon the recording thereof with said Deeds, and the person or persons so accepting shall then be and become such Trustee or Trustees and shall be vested with title to the trust property, jointly with the remaining or surviving Trustee or Trustees, if any, without the necessity of any act of transfer or conveyance. The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustee or Trustees, if any, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustee.

Section 2. No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as

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substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that the beneficiary or all of the beneficiaries hereof may at any time by instrument in writing signed by him or them and delivered to the Trustee or Trustees affected require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as an expense of the trust. No trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or by reason of anything except his own personal and wilful malfeasance and defaults.

ARTICLE IV. The Trustee shall have no power whatsoever to control, manage, dispose of, or deal in or with the trust property or any part thereof except when, as and in the manner and to the extent specifically directed in writing by the beneficiary or beneficiaries hereof, being the owner or owners for the time being of all of the beneficial interest hereunder. When, as and in the manner and to the extent so specifically directed, the Trustee shall have full power and authority, at

any time and from time to time and without the necessity of applying to any court for leave so to do:

(i) To retain the trust property, or any part or parts thereof, in the same form or forms in which received or acquired by him so far and so long as he shall think fit;

(ii) To sell, assign, convey, transfer, exchange, and otherwise deal with or dispose of, the trust property, or any part or parts thereof, free and discharged of any and all trusts, at public or private sale, to any person or persons, for cash or on credit, and in such manner, on such terms and for such considerations and subject to such restrictions, stipulations, agreements and reservations, if any, as shall have been so specified by the beneficiary or beneficiaries hereof, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the trust property sold or transferred by him, and to execute and deliver any deed or other instrument in connection with the foregoing;

(iii) To purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the termination of this trust any property or rights to property, real or personal, and to own and hold such property and such rights;

(iv) To borrow or in any other manner raise such sum or sums of money or other property and to evidence the same by notes or other evidences of indebtedness, which may mature at a

time or times, even beyond the possible duration of this trust, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing;

(v) To enter into any arrangement for the use or occupation of the trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses, or concessions, even if the same extend beyond the possible duration of this trust;

(vi) To invest and reinvest the trust property, or any part or parts thereof and from time to time and to change investments including power to invest in all types of securities and other property, of whatsoever nature and however denominated, even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income; and

(vii) To declare a condominium or condominiums of the trust property or any part or parts thereof;

PROVIDED ALWAYS, that the trustee shall have no power or authority, by virtue of any provision anywhere in this instrument contained or otherwise, either

A. To borrow money on the credit, or on behalf of the beneficiary or beneficiaries hereof or any of them personally or to make any contract on behalf of, or binding, the beneficiary or beneficiaries hereof or any of them personally or to

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incur any liability whatever on behalf of, or binding, the beneficiary or beneficiaries hereof or any of them personally or otherwise to bind the beneficiary or beneficiaries hereof or any of them personally; or

B. To maintain a bank account, collect or receive rent or other payments, make disbursements or pay bills, distribute income or other property, maintain books, own other assets other than as a nominee, or to engage in any activity which would subject this trust to Massachusetts taxation; it being hereby expressly provided that any provision anywhere in this instrument contained which may be construed as contrary to this clause shall be null and void and of no effect;

ARTICLE V. The original cestuis que trustent or beneficiaries hereof are the persons designated as beneficiaries of this trust in an instrument captioned "Designation of Beneficiary of the Realty Trust," dated this day, executed by said beneficiaries and the Trustee. This schedule may but need not be recorded. The original beneficiaries and/or any subsequent beneficiary shall have the right to assign and transfer the beneficial interest of such beneficiary hereunder in whole or in part, by instrument in writing and under seal, executed by the beneficiary so assigning and transferring, designating the beneficial interest so assigned and transferred (whether all or any part of the beneficial interest of such beneficiary) and the person

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to whom the same is so assigned and transferred, and any such instrument shall for all purposes take effect upon the receipt thereof by the Trustee or Trustees then in office hereunder. The beneficiary or beneficiaries hereof at any time and from time to time shall be entitled to receive and collect all of the income and profits of the trust and/or the trust property and assets then held by the Trustee or Trustees. Any such distribution of or from the trust property among the beneficiaries hereof, if more than one, shall be according to the percentage of beneficial interest held by them respectively.

ARTICLE VI.

Section 1. No purchaser, mortgagee, lender or other person dealing with the Trustee or Trustees (as then appears of record with said Deeds) shall be bound to ascertain or inquire further as to the person or persons who are or is then Trustee or Trustees hereunder. The receipts of the Trustee (or any one or more of them, if more than one) for money or things paid or delivered to them or him, or to the beneficiaries or beneficiary hereof, shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom such Trustee or beneficiaries shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with such Trustee or with any real or personal property

which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of such Trustee purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee, and any instrument of acceptance of appointment by a new Trustee shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustee of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

Section 2. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate or paper signed by the Trustee or Trustees hereunder or any of them which it may be deemed desirable to record shall be recorded with said Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustee or the trust property shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees,

when the same shall be recorded with said Deeds. Any certificate signed by the Trustee or Trustees in office at the time, setting forth as facts any matters affecting the trust, including statements as to what action has been taken by the beneficiary or beneficiaries hereof, and as to matters determining the authority of the Trustee to do any act, when duly acknowledged and recorded with said Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustee, acting in reliance thereon.

ARTICLE VII.

Section 1. This trust may at any time and from time to time be amended in any manner or to any extent, or may be terminated by instrument in writing signed and acknowledged by the beneficiary or all of the beneficiaries, if more than one, hereunder, and delivered to the Trustee or Trustees hereunder. Any such amendment or termination shall become effective upon the recording with said Deeds of an instrument of amendment or termination, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by the Trustee or Trustees hereunder, setting forth in full the amendment or termination and reciting the receipt of an instrument making such amendment or termination signed and so acknowledged by the beneficiary or all of the beneficiaries hereof. Such instrument, so executed and recorded, shall be

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conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment or termination upon all questions as to title or affecting the rights of third persons and for all other purposes.

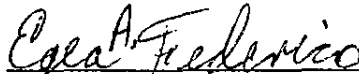
Section 2. The trust hereby created shall, unless sooner terminated pursuant to other provisions hereof, terminate at the expiration of the period of twenty (20) years from this date.

Section 3. Upon the termination of this trust, the Trustee may, if so directed by the beneficiary or all of the beneficiaries hereof, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after the payment or retirement of all known liabilities and obligations of the Trustee, the proceeds thereof, and all other property then held by the Trustee in trust hereunder, shall be distributed and paid over to the beneficiary or beneficiaries hereof, according to their respective beneficial interests if more than one. And in making any sale under this provision the Trustee shall have the power, subject to such direction by the beneficiary or beneficiaries hereof, to sell by public auction or private contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and,

for said purposes, to do all things, including the execution and delivery of instruments, as may be necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustee shall, subject to such direction by the beneficiary or beneficiaries hereof, continue as to all property at any time remaining in his hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE VIII. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies, trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF said Egea A. Federico and Gaetano Federico have hereunto set their hands and seals this day and year first hereinabove set forth.



Egea A. Federico



Gaetano Federico

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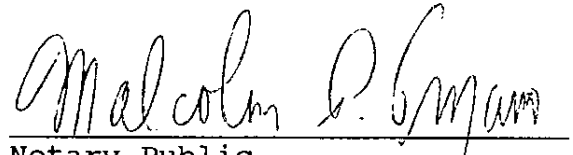
COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

January 1, 1991

Then personally appeared the above-named Egea Federico and Gaetano Federico and acknowledged the foregoing instrument to be their free act and deed,

Before me,



Notary Public

My Comm. Exp.: 11/30/95

BOOK 53707 Page 180
SUFFOLK DEEDS

FEDERICO REALTY TRUST

TRUST EXTENSION

I, GAETANO FEDERICO, sole trustee of the Federico Realty Trust w/d/t dated January 1, 1991, and recorded in Suffolk County Registry of Deeds in Book 16841, Page 005, hereby extend the termination date of said Trust from December 31, 2010 to December 31, 2020.

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Except as altered by this extension, I hereby ratify and confirm all of the terms and conditions of the Federico Realty Trust as they are written.

Signed under the pains and penalties this 18th day of December, 2010.

Gaetano Federico
GAETANO FEDERICO

COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss.

On this 18th day of December 2010, before me, the undersigned notary public, personally appeared GAETANO FEDERICO, proved to me through satisfactory evidence of identification, which was A MA DRIVERS LICENSE, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Malcolm P. Trojano
Malcolm P. Trojano, Notary Public
My Commission Expires: 11/04/16

SEAL

Official Register
Suffolk County
24 North Street
Boston, Massachusetts 02114
WWW.SUFFOLKDEEDS.COM

Issued To: *081/1201/280*

Document Description	Number	Book/Page	Recording Amount
IT	0093529	53707 180	\$75.00
Collected Amounts			\$75.00
Payment Type	Amount		
check	6132	\$75.00	\$75.00
Total Received :		\$75.00	
Less Total Recordings:		\$75.00	
Change Due :		\$.00	

Thank You
FRANCIS M. ROACHE - Register of Deeds
By: Daniel Sheehan

Receipt# 0533124