

F. 1/25/14

TRANSMITTAL LETTER

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

SUBJECT: THE VIERA TRUST, FLORIDA 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

FROM: Arnaldo Velez, P.A.

Name (Printed or typed)

35 Almeria Avenue

Address

Coral Gables, Florida 33134

City, State & Zip

(305)461-9499

Daytime Telephone number

FILED

16 JAN 11 PM 4:23

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

FILED

THE VIERA TRUST, FLORIDA TRUST

16 JAN 11 PM 4:23

A FLORIDA TRUST

FLORIDA SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 THE VIERA TRUST, FLORIDA TRUST, a

(Name of Trust)

Florida

Trust hereby affirms in order to file or qualify

(State)

The Viera Trust, Florida Trust

, in the State of Florida.

(Name of Trust)

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

2. The principal address is 2525 Ponce de Leon Blvd., Third Floor,

Coral Gables, Florida 33134

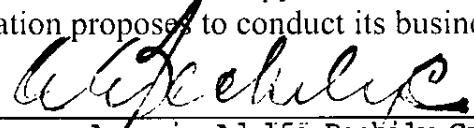
3. The registered agent and street address in the State of Florida is:

Arnaldo Velez, P.A., 35 Almeria Avenue, Coral Gables, Florida 33134 Tel: 305-

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


(Signature of Registered Agent)

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


Name: Antonio Adolfo Bechily Carreno

Chairman of the Board of Trustees

NOTARY

Filing Fee: \$350.00


Certified Copy: \$ 8.75 (optional)

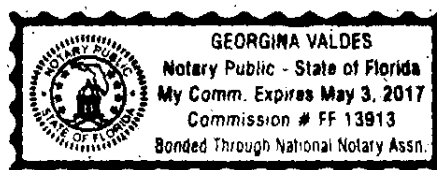
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

)
: ss
)

The above and foregoing was acknowledged before me on January 7, 2016, by
Antonio Adolfo Bechily Carreno, who is personally known to me.


NOTARY PUBLIC, State of Florida
My commission expires:



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**DECLARATION OF TRUST
OF
THE VIERA TRUST, FLORIDA TRUST**

DECLARATION OF TRUST, dated as of November 4, 2015, by the undersigned Trustees of The Viera Trust, Florida Trust, hereby declare that all property, real, personal or mixed, tangible or intangible, and all other property of any description now held or hereafter acquired by or transferred to them and additional or successor persons in their capacities as Trustees under this Declaration of Trust, together with the income and profits therefrom and the proceeds thereof, shall be held by them in trust and shall be received, managed and disposed of in the manner and subject to the terms and conditions provided in this Declaration of Trust.

ARTICLE I. THE TRUST; DEFINITIONS

1.1. Name. The Trust created by this Declaration of Trust is herein referred to as the "Trust," and shall be known by the name "The Viera Trust, Florida Trust". As far as may be practicable, legal, and convenient, the affairs of the Trust shall be conducted and transacted under that name, which name shall not refer to the Trustees individually or personally or to the Shareholders of the Trust, or to any officers, employees or agents of the Trust.

Under circumstances in which the Trustees determine that the use of the name "The Viera Trust, Florida Trust" is not practicable, legal, or convenient, they may as appropriate use and adopt another name under which the Trust may hold property or operate in any jurisdiction. Legal title to all the properties subject from time to time to this Declaration of Trust shall be transferred to, vested, and held by the Trustees as joint tenants with right of survivorship as Trustees of this Trust, except that the Trustees shall have the power to cause legal title to any property of this Trust to be held by and/or in the name of one or more of the Trustees, or any other person or legal entity as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, provided that the interest of the Trust therein is appropriately protected.

1.2. Place of Business. The Trust shall maintain an office at 2525 Ponce de Leon Blvd., Third Floor, Coral Gables, Florida 33134, and shall designate as resident agent for the service of process Arnaldo Velez, P.A., 35 Almeria Avenue, Coral Gables, Florida 33134 (whose name and address shall be reported from time to time to the Secretary of State of Florida). The Trust may have such other offices or places

of business within or without the State of Florida as the Trustees may from time to time determine.

1.3. Nature of Trust. The Trust is a trust or voluntary association of the type referred to in Section 1 of Chapter 182 of the General Laws of The Commonwealth of Massachusetts and commonly known as a business trust. The Trust is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, limited-liability company, joint venture, corporation, or joint-stock company or association, nor shall the Trustees or Shareholders or any of them for any purpose be deemed to be or be treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers or as agents of one another. The relationship of the Shareholders to the Trustees shall be solely that of beneficiaries of the Trust, and their rights shall be limited to those conferred upon them by this Declaration.

1.4. Purpose of the Trust. The purpose of the Trust is to purchase, acquire, hold, own, sell, transfer and dispose of stocks, shares, securities and interests in, and to supervise the management of, corporations, partnerships, associations, or other forms of business; and in general to carry on any other acts in connection with or arising out of the foregoing, and to have and exercise all powers that are available to voluntary associations formed under the laws of the Commonwealth of Massachusetts, and to do any or all of the things herein set forth to the same extent as natural persons might or could do.

1.5. Definitions. The terms defined in this Section 1.5 whenever used in this Declaration shall, unless the context otherwise requires, have the respective meanings hereinafter specified in this Section 1.5. In this Declaration, words in the singular number include the plural and in the plural number include the singular.

1.5.1. Bylaws. "Bylaws" shall mean the Bylaws referred to in Section 3.3, if adopted.

1.5.2. Shares. "Shares" shall mean the shares of beneficial interest of the Trust as described in Section 4.1.

1.5.3. Shareholders. "Shareholders" shall mean as of any particular time the holders of record of outstanding Shares.

1.5.4. Trust. "Trust" shall mean the Trust created by this Declaration.

1.5.5. Trustees. "Trustees" shall mean, as of any particular time, the one or more Trustees holding office under this Declaration at such time, whether they be the Trustees named herein or additional or successor Trustees, and shall not include the officers, representatives or agents of the Trust or the Shareholders; but nothing herein shall be deemed to preclude the Trustees from also serving as officers, representatives or agents of the Trust or owning Shares.

1.5.6. Trust Estate. "Trust Estate" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, transferred, conveyed or paid to the Trust or Trustees, and all income, dividends, interest, profits, rents, gains, and proceeds therefrom which at such time is owned or held by the Trust or the Trustees.

ARTICLE II. TRUSTEES

2.1. Number, Term of Office, Qualifications of Trustees. There shall initially be three Trustees. The maximum number of authorized Trustees may be changed, and the exact number of Trustees shall be specified by the Trustees from time to time. The initial Trustees of the Trust shall be Antonio Adolfo Bechily Carreño, Miguel Castillo Dominguez and Hector Cristobal Carreño, 2525 Ponce de Leon Blvd., Third Floor, Coral Gables, Florida 33134, each upon his or her acceptance in writing of such trusteeship. Subject to the provisions of Section 2.3, each Trustee shall hold office for a term of five (5) years or until the appointment and qualification of his or her successor. Unless otherwise required by law or by action of the Trustees, no Trustee shall be required to give bond, surety, or security in any jurisdiction for the performance of any duties or obligations hereunder. The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the Trust.

2.2. Compensation and Other Remuneration. The Trustees shall be entitled to receive such reasonable compensation for their services as Trustees as they may determine from time to time. The Trustees shall also be entitled to receive, directly or indirectly, remuneration for services rendered to the Trust in any other capacity, including, without limitation, services as an officer of, or consultant to, the Trust, legal, accounting or other professional services, or services as a transfer agent, or underwriter, or otherwise. The Trustees shall be reimbursed for their reasonable expenses incurred in connection with their services as Trustees.

2.3. Resignation, Removal, and Death of Trustees. A Trustee may resign at any

time by giving written notice to the remaining Trustees, or if there are no other Trustees, to the Trust, at the principal offices of the Trust. Such resignation shall take effect on the date such notice is given, or at any later time specified in the notice without need for prior accounting. A Trustee may be removed at any time by vote or written consent of all remaining Trustees. Upon the resignation or removal of any Trustee, or his or her otherwise ceasing to be a Trustee, he or she shall execute and deliver such documents as the remaining trustees shall require for the conveyance of any Trust property held in his or her name, shall account to the remaining Trustee or Trustees as they require for all property which he or she holds as trustee (including, without limitation, providing a written resignation in recordable form, as Trustee of any nominee trust in which any Trust Property is held) and shall thereupon be discharged as Trustee. Upon the incapacity or death of any Trustee, his or her legal representative shall perform the acts set forth in the preceding sentence and the discharge mentioned therein shall run to such legal representative and to the incapacitated Trustee, or the estate of the deceased Trustee as the case may be.

2.4. Vacancies. If any or all of the Trustees cease to be Trustees hereunder, whether by reason of resignation, removal, incapacity, death, or otherwise, such event shall not terminate the Trust or affect its continuity. Until vacancies are filled, the remaining Trustee or Trustees may exercise the powers of the Trustees hereunder, and actions taken by the remaining Trustees during such period shall be valid and binding on the Trust, and shall have the full force and effect of actions taken by four or more Trustees. Vacancies (including vacancies created by increases in the number of Trustees) may be filled by a majority of the remaining Trustees. If at any time there shall be only one Trustee in office, such Trustee shall appoint his or her successor prior to his or her resignation taking effect.

2.5. Successor and Additional Trustees. The right, title, and interest of the Trustees in and to the Trust Estate shall also vest in successor and additional Trustees upon their qualification, and they shall thereupon have all the rights and obligations of Trustees hereunder. Such right, title, and interest shall vest in the Trustees whether or not conveyancing documents have been executed and delivered pursuant to Section 2.3 or otherwise. Appropriate written evidence of the election and qualification of successor and additional Trustees shall be filed with the records of the Trust and in such other offices or places as the Trustees may deem necessary, appropriate or desirable. Upon the resignation, removal, or death of a Trustee, he or she (and in the event of death, his or her estate) shall automatically cease to have any right, title, or interest in or to any of the Trust property, and the right, title, and interest in such Trustee in and to the Trust Estate shall vest automatically in the remaining Trustees

without any further act.

2.6. Actions by Trustees. The Trustees may act with or without a meeting. A quorum for all meetings of the Trustees shall be a majority of the Trustees. Unless specifically provided otherwise in this Declaration, any action of the Trustees may be taken at a meeting by vote of a majority of the Trustees present at such meeting if a quorum is present, or without a meeting by written consent of a majority of the Trustees. Any agreement, deed, mortgage, lease, or other instrument or writing executed by any one or more of the Trustees or by any one or more authorized persons shall be valid and binding upon the Trustees and upon the Trust when authorized by action of the Trustees, or as provided in the Bylaws, if the same are adopted. Trustees and members of any committee of the Trustees may conduct meetings by conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with each other, and such participation in a meeting shall constitute presence in person at such meeting.

Meetings of the Trustees shall be called by the President upon the request of any two Trustees, and may be called by the Chairperson or the President on his or her own motion, on not less than two days' notice to each Trustee if the meeting is to be held in person, and/or not less than 24 hours' notice if the meeting is to be held by conference telephone or similar equipment. Such notice, which need not state the purpose of the meeting, shall be by oral, telegraphic, telephonic, or written communication, stating the time and place therefor. Notice of any special meeting need not be given to any Trustee entitled thereto who submits a written and signed waiver of notice, either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice such Trustee. Meetings of the Trustees may be held within or without The State of Florida, at such places as shall be designated by the Trustees. The Trustees may adopt such rules and regulations for their conduct and the management of the affairs of the trust as they may deem proper and as are not inconsistent with this Declaration.

2.7. Committees. The Trustees may appoint from among their number an executive committee and such other standing committees, including without limitation, audit, nominating, and compensation committees, or special committees as the Trustees determine. Each committee shall have such powers, duties, and obligations as may be required by any governmental agency or other regulatory body or as the Trustees may deem necessary and appropriate. Without limiting the generality of the foregoing, the executive committee shall have the power to conduct

the business and affairs of the Trust during periods between meetings of the Trustees. The executive committee and other committees shall report their activities periodically to the Trustees.

ARTICLE III. TRUSTEES' POWERS

3.1. Power and Authority of Trustees. The Trustees, subject only to the specific limitations contained in this Declaration, shall have, without further or other authorization, full, absolute, and exclusive power, control, and authority over the Trust Estate, and over the business and affairs of the Trust to the same extent as if the Trustees were the sole owners thereof in their own right, and to do all such acts and things as in their sole judgment and discretion are necessary or incidental to, or desirable for, the carrying out of any of the purposes of the Trust or conducting the business of the Trust. Any determination made in good faith by the Trustees of the purposes of the Trust or the existence of any power or authority hereunder shall be conclusive. In construing the provisions of this Declaration, presumption shall be in favor of the grant of powers and authority to the Trustees. The enumeration of any specific power or authority herein shall not be construed as limiting the general powers or authority or any other specified power or authority conferred herein upon the Trustees.

3.2. Specific Powers and Authorities. Subject only to the express limitations contained in this Declaration, and in addition to any powers and authorities conferred by this Declaration or which the Trustees may have by virtue of any present or future statute or rule of law, the Trustees shall have and may exercise, at any time and from time to time, the following powers and authorities which may or may not be exercised by them in their sole judgment and discretion, and in such manner, and upon such terms and conditions as they may, from time to time, deem proper:

3.2.1. To retain, invest, and reinvest the capital or other funds of the Trust and, for such consideration as they deem proper, to purchase or otherwise acquire for cash or other property or through the issuance of Shares and hold for investment, real or personal property of any kind, tangible or intangible, in entirety or in participation, all without regard to whether any such property is authorized by law for the investment of trust funds, and to possess and exercise all the rights, powers and privileges appertaining to the ownership of the Trust Estate with respect thereto.

3.2.2. To sell, rent, lease, hire, exchange, release, partition, assign, mortgage, pledge, hypothecate, grant security interests in, encumber, negotiate, convey, transfer,

or otherwise dispose of, or grant interests in all or any portion of the Trust Estate by deeds, financing statements, security agreements, and other instruments, trust deeds, assignments, bills of sale, transfers, leases, or mortgages, for any of such purposes.

3.2.3. To enter into leases, contracts, obligations, and other agreements for a term extending beyond the term of office of the Trustees and beyond the possible termination of the Trust or for a lesser term.

3.2.4. To borrow money and give negotiable or nonnegotiable instruments therefor; to guarantee, indemnify, or act as surety with respect to payment or performance of obligations of third parties; to enter into other obligations on behalf of the Trust; and to assign, convey, transfer, mortgage, subordinate, pledge, grant security interests in, encumber or hypothecate the Trust Estate to secure any of the foregoing.

3.2.5. To lend money, whether secured or unsecured, to any person or legal entity.

3.2.6. To create reserve funds for any purpose.

3.2.7. To incur and pay out of the Trust Estate any charges or expenses, and disburse any funds of the Trust, which charges, expenses, or disbursements are, in the opinion of the Trustees, necessary or incidental to or desirable for the carrying out of any of the purposes of the Trust or conducting the business of the Trust.

3.2.8. To deposit funds of the Trust in or with banks, trust companies, savings and loan associations, money market organizations, and other depositories or issuers of depository-type accounts, whether or not such deposits will draw interest or be insured, the same to be subject to withdrawal or redemption on such terms and in such manner, and by such person or persons (including any one or more Trustees, officers, agents or representatives), as the Trustees may determine.

3.2.9. To elect or appoint officers of the Trust (which may include a Chairperson, who will be a Trustee, and a President, a Treasurer and a Secretary, and which may include one or more Vice Presidents and other officers as the Trustees may determine, and none of whom needs be a Trustee), who may be removed or discharged at the discretion of the Trustees, such officers to have such powers and duties, and to serve such terms, as may be prescribed by the Trustees or by the Bylaws of the Trust, if adopted, or as may pertain to such officers; to engage or employ any

persons as agents, representatives, employees, or independent contractors in one or more capacities, in connection with the management of the Trust's affairs or otherwise, and to pay compensation from the Trust for services in as many capacities as such person may be so engaged or employed and notwithstanding that any such person is, or is an affiliated person of, a Trustee or officer of the Trust; and, except as prohibited by law, to delegate any of the powers and duties of the Trustees to any one or more Trustees, agents, representatives, officers, employees, independent contractors, or other persons.

3.2.10. To renew, modify, release, compromise, extend, consolidate, or cancel, in whole or in part, any obligation to or of the Trust.

3.2.11. To cause legal title to any of the Trust Estate to be held by or in the name of the Trustees or, except as prohibited by law, by or in the name of the Trust or one or more of the Trustees or any other person or legal entity as the Trustees may determine, on such terms and in such manner and with such powers (not inconsistent with Section 1.1), and with or without disclosure that the Trust or Trustees are interested therein.

3.2.12. To adopt a fiscal year and accounting method for the Trust, and from time to time, to change such fiscal year and accounting method, and to engage a firm of independent public accountants to audit the financial records of the Trust.

3.2.13. To adopt and use a seal, but the use of a seal shall not be required for the execution of instruments or obligations of the Trust.

3.2.14. To declare and pay dividends and distributions, as provided in Section 4.5.

3.2.15. To participate in any voting trust or in any plan of reorganization, readjustment, consolidation, merger, dissolution, sale or purchase of assets, lease or similar proceedings of any corporation, partnership, or other organization in which the Trust shall have an interest and in connection therewith, to delegate discretionary powers to any reorganization, protective, or similar committee, and to pay assessments and other expenses in connection therewith.

3.2.16. To cause, subject to the provisions of this Declaration, the Trust to reorganize, to dissolve, to liquidate, to terminate, or to undergo readjustment of the interests therein.

3.2.17. To do all other such acts and things as are incident to the foregoing, and to exercise all powers which are necessary or useful to carry on the business of the Trust, to promote any of the purposes for which the Trust is formed, and to carry out the provisions of this Declaration.

3.3. Bylaws. The Trustees may, but are not required to, make, adopt, amend, or repeal Bylaws containing provisions relating to the business of the Trust, the conduct of its affairs, its rights or powers, and the rights or powers of its Shareholders, Trustees or officers not inconsistent with law or with this Declaration. Such Bylaws may provide for the appointment by the Chairperson and President of assistant officers or of agents of the Trust in addition to those provided for in the foregoing Section 3.2.9, subject however to the right of the Trustees to remove or discharge such officers or agents.

ARTICLE IV. SHARES AND SHAREHOLDERS

4.1. Shares. The beneficial interest in the Trust shall be divided into transferable units of a single class, all of which are designated as Shares, each without par value, and each Share shall be identical in all respects with every other Share. The total number of Shares which the Trust shall have authority to issue shall be unlimited. The Trustees may issue Shares in any amount and at any time as they, in their sole discretion, may determine. The Shares may be issued for such consideration as the Trustees shall determine, including upon the conversion of convertible debt, or by way of share dividend or share split in the discretion of the Trustees. Outstanding Shares shall be transferable and assignable in like manner as are shares of stock of a Massachusetts business corporation. Shares reacquired by the Trust shall no longer be deemed outstanding, and shall have no voting or other rights unless and until reissued. Shares reacquired by the Trust may be cancelled by action of the Trustees. All Shares shall be fully paid and nonassessable by, or on behalf of, the Trust upon receipt of full consideration for which they have been issued or without additional consideration if issued by way of share dividend, share split, or upon the conversion of convertible debt. The Shares shall not entitle the holder to preference, preemptive, conversion, appraisal, dissent, redemption, or exchange rights of any kind, or to any other rights of any kind, except as the Trustees may specifically determine with respect to any Shares at the time of issuance of such Shares and except as specifically provided by law or as expressly provided herein.

4.2. Legal Ownership of Trust Estate. The legal ownership of the Trust Estate, and the right to conduct the business of the Trust, are vested exclusively in the

Trustees, and the Shareholders shall have no interest therein other than the beneficial interest in the Trust conferred by their Shares issued hereunder, and they shall have no right to compel any partition, division, dividend, or distribution of the Trust or any of the Trust Estate, nor can they be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of their ownership of shares.

4.3. **Shares Deemed Personal Property.** The Shares shall be personal property, and shall confer upon the holders thereof only the interest and rights specifically set forth in this Declaration. The death, insolvency, or incapacity of a Shareholder shall not dissolve or terminate the Trust, or affect its continuity nor give his or her legal representative any rights whatsoever, whether against or in respect of other Shareholders, the Trustees or the Trust Estate or otherwise, except the sole right to demand and, subject to the provisions of this Declaration, the Bylaws, if adopted, and any requirements of law, to receive a new certificate for Shares registered in the name of such legal representative, in exchange for the certificate held by such Shareholder.

4.4. **Share Record; Issuance and Transferability of Shares.** Records shall be kept by, or on behalf of, and under the direction of the Trustees, which shall contain the names and addresses of the Shareholders, the number of Shares held by them respectively, and the number of the certificates, if any, representing the Shares, and in which there shall be recorded all transfers of Shares. The persons in whose names Shares or certificates therefor are registered on the records of the Trust shall be deemed the absolute owners of such Shares for all purposes of this Trust. However, nothing herein shall be deemed to preclude the Trustees or officers, or their agents or representatives, from inquiring as to the actual ownership of Shares. Until a transfer is duly registered on the records of the Trust, the Trustees shall not be affected by any notice of such transfer, either actual or constructive. The payment thereof to the person or legal entity in whose name any Shares are registered on the records of the Trust, or to the duly authorized agent of such person or legal entity, shall be sufficient discharge for all dividends or distributions payable or deliverable in respect of such Shares, and from all liability to see to the application thereof. In case of the loss, mutilation, or destruction of any certificate for Shares, the Trustees may issue, or cause to be issued, a replacement certificate on such terms and subject to such rules and regulations as the Trustees may from time to time prescribe. Nothing in this Declaration shall impose upon the Trustees or a transfer agent a duty, or limit their rights, to inquire into adverse claims.

In lieu of issuing certificates for Shares, the Trustees may adopt procedures for the Shares to be considered as uncertificated securities to the same extent that such

procedures would be available for shares of capital stock of a Massachusetts business corporation.

4.5. Dividends and Distribution to Shareholders. The Trustees may, from time to time, declare and pay to Shareholders such dividends or distributions in cash or other property, out of current or accumulated income, capital, capital gains, principal, surplus, proceeds from the increase or refinancing of Trust obligations, from the repayment of loans made by the Trust, from the sale of portions of the Trust Estate, or from any other source as the Trustees in their discretion shall determine. Shareholders shall have no right to any dividend or distribution unless and until declared by the Trustees.

4.6. Transfer Agent, Dividend Disbursing Agent and Registrar. The Trustees shall have the power to employ one or more transfer agents, dividend disbursing agents, dividend or distribution reinvestment plan agents, and registrars and to authorize them on behalf of the Trust to keep records, to hold and disburse any dividends and distributions, and to have and perform powers and duties customarily had and performed by transfer agents, dividend disbursing agents, dividend, or distribution reinvestment plan agents, and registrars as may be conferred upon them by the Trustees.

ARTICLE V. LIABILITY OF TRUSTEES, SHAREHOLDERS AND OFFICERS, AND OTHER MATTERS

5.1. Limitation of Liability of Trustees and Officers. No Trustee or officer of the Trust shall be liable to the Trust or to any Trustee, Shareholder, officer, or agent of the Trust, or be held to any personal liability whatsoever in tort, contract, or otherwise in connection with the affairs of this Trust if that Trustee or officer, in good faith, determined that such course of conduct was in the best interests of the Trust, and such course of conduct did not constitute gross negligence or willful misconduct on the part of that Trustee or officer.

5.2. Limitation of Liability of Shareholders, Trustees, and Officers. The Trustees and officers, in incurring any debts, liabilities, or obligations, or in taking or omitting any other actions for or in connection with the Trust, are, and shall be deemed to be, acting as Trustees or officers of the Trust, and not in their own individual capacities. Except to the extent provided in section 5.1, no Trustee or officer shall, nor shall any Shareholder, be liable for any debt, claim, demand, judgment, decree, liability, or obligation of any kind of, against or with respect to the

Trust arising out of any action taken or omitted for, or on behalf of, the Trust, and the Trust shall be solely liable therefor and resort shall be had solely to the Trust Estate for the payment or performance thereof. Each Shareholder shall be entitled to pro rata indemnity from the Trust Estate if, contrary to the provisions hereof, such Shareholder shall be held to any such personal liability.

5.3. Express Exculpatory Clauses in Instruments. As far as practicable, the Trustees shall cause any written instrument creating an obligation of the Trust to include a reference to this Declaration, and to provide that neither the Shareholders nor the Trustees nor the officers of the Trust shall be liable thereunder, and that the other parties to such instrument shall look solely to the Trust Estate for the payment of any claim thereunder or for the performance thereof. However, the omission of such provision from any such instrument shall not render the Shareholders or any Trustee or officer of the Trust liable, nor shall the Trustees or any officer of the Trust be liable to anyone for such omission.

5.4. Indemnification and Reimbursement of Trustees and Officers. Any person made a party to any action, suit, or proceeding or against whom a claim or liability is asserted by reason of the fact that such person or his or her testator or intestate was or is a Trustee or officer or active in such capacity on behalf of the Trust, shall be indemnified and held harmless by the Trust against judgments, fines, amounts paid an account thereof (whether in settlement or otherwise), and reasonable expenses, including attorney's fees, actually and reasonably incurred by him or her in connection with the defense of such action, suit, proceeding, claim, or alleged liability, or in connection with any appeal therein, whether or not the same proceeds to judgment or is settled or otherwise brought to a conclusion. However, no such person shall be so indemnified or reimbursed for any claim, obligation, or liability which arose out of the Trustee's or officer's gross negligence or willful misconduct. Furthermore, the person shall give prompt notice of such action, suit, or proceeding, shall execute such documents and take such action as will permit the Trust to conduct the defense or settlement thereof, and shall cooperate therein. Moreover, such indemnification or agreement to hold harmless is recoverable only out of the assets of the Trust and not from the Shareholders. Finally, such person shall have determined in good faith that the course of conduct that caused the loss or liability was in the best interests of the Trust. The Trust shall have power to purchase and maintain liability insurance on behalf of any person entitled to indemnity hereunder.

5.5. Right of Trustees and Officers to Own Shares or Other Property and to Engage in Other Business. Any Trustee or officer may acquire, own, hold, and

dispose of Shares in the Trust, for his or her individual account, and may exercise all rights of a Shareholder to the same extent, and in the same manner, as if he or she were not a Trustee or officer. Any Trustee or officer may have personal business interests, and may engage in personal business activities, even if the same directly compete with the actual business being conducted by the Trust.

ARTICLE VI. DURATION, TERMINATION, AMENDMENT AND REORGANIZATION OF TRUST

6.1. Duration and Termination of Trust. It shall be in the absolute discretion of the Trustees to determine in good faith such termination date as will be in the best interests of the Shareholders of the Trust, taking into consideration the investments of the Trust at the time at which termination is considered. However, in any event, the Trust shall terminate not later than three (3) years after the filing of this Declaration by the Massachusetts Secretary of State, unless such period is extended for one successive three-year period by a majority of the Trustees then in office. Any determination by the Trustees of the date upon which termination shall occur shall be reflected in a vote of or written instrument signed by a majority of all of the Trustees then in office.

6.1.1. Upon the termination of the Trust, and unless otherwise provided in a plan for termination approved by a majority of the Trustees:

(i) the Trust shall carry on no business except for the purpose of winding up its affairs;

(ii) the Trustees shall proceed to wind up the affairs of the Trust, and all of the powers of the Trustees under this Declaration shall continue until the affairs of the Trust shall have been wound up, including the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Trust Estate to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its business (and provided that the Trustees may, if permitted by applicable law, and if they deem it to be in the best interest of the Shareholders, appoint a liquidating trust, or agent, or other entity, to perform one or more of the foregoing functions); and

(iii) after paying or adequately providing for the payment of all liabilities, and

upon receipt of such releases, indemnities, and refunding agreements, as they deem necessary for their protection, the Trustees or any liquidating trust, agent, or other entity appointed by them, shall distribute the remaining Trust Estate among the Shareholders pro rata according to the number of Shares held by each.

If any plan for the termination of the Trust approved by a majority of the Trustees provides for actions of the Trustees other than as aforesaid, the Trustees shall have full authority to take all action as in their opinion is necessary or appropriate to implement said plan.

6.1.2. After termination of the Trust and distribution to the Shareholders as provided herein, the Trustees shall execute and lodge among the records of the Trust an instrument in writing, setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and interests of all Shareholders hereunder shall thereupon cease. No person dealing with the Trust, or any person or persons purporting to act as Trustees, shall at any time have any obligation to inquire whether or not the Trust is terminated.

6.2. Merger, etc. Upon the vote or written consent of a majority of the Trustees, the Trustees may cause the Trust to be merged into or consolidated or reorganized with, any corporation, association, trust, or other organization, or to sell, convey, rent, lease, hire, exchange, release, partition, assign, mortgage, pledge, hypothecate, grant security interests in, encumber, negotiate, transfer, or otherwise dispose of, or grant interests in all or any portion of the Trust Estate.

The Trustees may, if they so determine, thereupon terminate the Trust, subject to Section 6.1, and distribute the remaining assets and the consideration received ratably among the Shareholders in redemption of their Shares.

6.3. Amendment Procedure. This Declaration may be amended by the vote or written consent of a majority of the Trustees and of the holders of a majority of the outstanding Shares entitled to vote thereon.

ARTICLE VII. MISCELLANEOUS

7.1. Applicable Law. This Declaration of Trust is made in The Commonwealth of Massachusetts; the situs, domicile, and residency of the Trust for all purposes is Massachusetts; and the Trust is created under, and is to be governed by, and construed and administered according to the laws of the Commonwealth, including

the Massachusetts Business Corporation Law, as the same may be amended from time to time, to which reference is made with the intention that matters not specifically covered herein, or as to which an ambiguity may exist, shall be resolved as if the Trust were a Massachusetts business corporation. However, the reference to said Business Corporation Law is not intended to, and shall not give the Trust, power, authority, or responsibility available only to or in connection with any entity organized in corporate form.

7.2. Filing of Copies; References; Headings. The original or a copy of this instrument and of each amendment hereto shall be kept at the office of the Trust where it may be inspected by any Shareholder. Anyone dealing with the Trust may rely on a certificate by a Trustee or an officer of the Trust as to whether or not any such amendments have been made, as to the identities of the Trustees and officers, and as to any matters in connection with the Trust hereunder; and, with the same effect as if it were the original, may rely on a copy certified by an officer of the Trust to be a copy of this instrument or of any such amendments. In this instrument and in any such amendment, references to this instrument, and all expressions like "herein," "hereof," and "hereunder" shall be deemed to refer to this instrument as a whole as the same may be amended or affected by any such amendments. The masculine gender shall include the feminine and neuter genders. Headings are placed herein for convenience of reference only and shall not be taken as a part thereof or control or affect the meaning, construction or effect of this instrument. This instrument may be executed in any number of counterparts each of which shall be deemed an original.

7.3. Provisions of the Trust in Conflict with Law or Regulations.

7.3.1. The provisions of this Declaration are severable, and if the Trustees shall determine, with the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or state laws or regulations, the Conflicting Provisions shall be deemed never to have constituted a part of the Declaration. However, any such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration, nor render invalid or improper any action taken or omitted (including but not limited to the election of Trustees) prior to such determination. A certification signed by a majority of the Trustees, setting forth any such determination and reciting that it was duly adopted by the Trustees, or a copy of this Declaration, with the Conflicting Provisions removed pursuant to such a determination, signed by a majority of the Trustees shall be conclusive evidence of such determination when lodged in the records of the Trust.

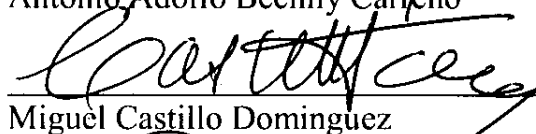
The Trustees shall not be liable for failure to make any determination under this section 7.3.1. 7.3.2. If any provision of this Declaration shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision, and shall not in any manner affect or render invalid or unenforceable any other provision of this Declaration, and this Declaration shall be carried out as if any such invalid or unenforceable provisions were not contained herein.

7.4. Binding Effect; Successors in Interest. Each person who becomes a Shareholder shall, as a result thereof, be deemed to have agreed to, and to be bound by, the provisions of this Declaration of Trust. This Declaration shall be binding upon, and inure to the benefit of, the Trustees and the Shareholders and the respective successors, assigns, heirs, distributes, and legal representatives of each of them.

IN WITNESS, the undersigned have executed this Declaration of Trust as of November 4, 2015.



Antonio Adolfo Bechily Carreño



Miguel Castillo Dominguez



Hector Cristobal Carreño

STATE OF FLORIDA

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:SS

COUNTY OF MIAMI-DADE

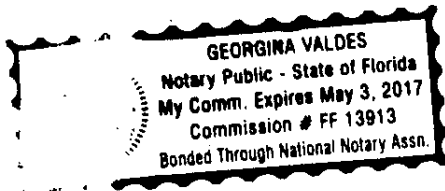
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Before me, the undersigned Notary Public, personally appeared Antonio Adolfo Bechily Carreño, who acknowledged the foregoing instrument to be his free act and deed.

Sworn to and subscribed before me on ~~November~~ ^{DECEMBER} 4, 2015, by Antonio Adolfo Bechily Carreño who is personally known to me or who produced a _____ as identification.

My commission expires:


NOTARY PUBLIC, State of Florida



STATE OF FLORIDA

)

:SS

COUNTY OF MIAMI-DADE

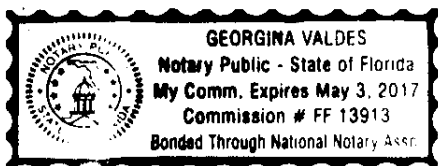
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Before me, the undersigned Notary Public, personally appeared Miguel Castillo Dominguez, who acknowledged the foregoing instrument to be his free act and deed.

Sworn to and subscribed before me on ~~November~~ ^{DECEMBER} 4, 2015, by Miguel Castillo Dominguez, who is ~~personally known to me~~ or who produced a FL Dr License as identification.

My commission expires:


NOTARY PUBLIC, State of Florida



STATE OF TEXAS

)

:SS

COUNTY OF HARRIS

)

Before me, the undersigned Notary Public, personally appeared Hector Cristobal Carreño, who acknowledged the foregoing instrument to be his free act and deed.

Sworn to and subscribed before me on ^{DECEMBER} ~~November~~ 2, 2015, by Hector Cristobal Carreño, who is personally known to me or who produced a _____ as identification.

My commission expires:


NOTARY PUBLIC, State of Texas



ACCEPTANCE BY TRUSTEE

The undersigned agrees to the provisions of the foregoing Declaration of Trust of The Viera Trust, Florida Trust and accepts the position of Trustee thereunder as of November 4, 2015.



Antonio Adolfo Bechily Carreño

**DECLARATION OF TRUST
OF
THE VIERA TRUST, FLORIDA TRUST**

TABLE OF CONTENTS

ARTICLE I. THE TRUST; DEFINITIONS

- 1.1. Name
- 1.2. Place of Business
- 1.3. Nature of Trust
- 1.4. Purpose of the Trust
- 1.5. Definitions

ARTICLE II. TRUSTEES

- 2.1. Number, Term of Office, Qualifications of Trustees
- 2.2. Compensation and Other Remuneration
- 2.3. Resignation, Removal and Death of Trustees
- 2.4. Vacancies
- 2.5. Successor and Additional Trustees
- 2.6. Actions by Trustees
- 2.7. Committees

ARTICLE III. TRUSTEES' POWER

- 3.1. Power and Authority of Trustees
- 3.2. Specific Powers and Authorities
- 3.3. Bylaws

ARTICLE IV. SHARES AND SHAREHOLDERS

- 4.1. Shares
- 4.2. Legal Ownership of Trust Estate
- 4.3. Shares Deemed Personal Property
- 4.4. Share Record; Issuance and Transferability of Shares
- 4.5. Dividends and Distribution to Shareholders
- 4.6. Transfer Agent, Dividend Disbursing Agent and Registrar
- 4.7. Shareholders' Meetings and Consents
- 4.8. Proxies
- 4.9. Fixing Record Date
- 4.10. Notice to Shareholders

4.11. Inspection by Shareholders

ARTICLE V. LIABILITY OF TRUSTEES, SHAREHOLDERS AND OFFICERS,
AND OTHER MATTERS

5.1. Limitation of Liability of Trustees and Officers

5.2. Limitation of Liability of Shareholders, Trustees and Officers

5.3. Express Exculpatory Clauses in Instruments

5.4. Indemnification and Reimbursement of Trustees and Officers

5.5. Right of Trustees and Officers to Own Shares or Other Property and to Engage
in Other Business

ARTICLE VI. DURATION, TERMINATION, AMENDMENT AND
REORGANIZATION OF TRUST

6.1. Duration and Termination of Trust

6.2. Merger, etc.

6.3. Amendment Procedure

ARTICLE VII. MISCELLANEOUS

7.1. Applicable Law

7.2. Filing of Copies; References; Headings

7.3. Provisions of the Trust in Conflict with Law or Regulations

7.4. Binding Effect; Successors in Interest

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