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W160005484B

OCT 13 2016

T. SCOTT



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07/27/16--01013--030 **350.00

16 OCT 11 AM 10:20



FLORIDA DEPARTMENT OF STATE
Division of Corporations

7/8 Oct.

August 9, 2016

JULIO C LORIE AMAU
6522 KENDALE LAKES DR #1103
MIAMI, FL 33183

SUBJECT: INKA GROUP IRREVOCABLE TRUST
Ref. Number: W16000054843

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

List registered agent address and two trustees with address., ✓ O/C

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

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

Tyrone Scott
Regulatory Specialist II
New Filings Section

Letter Number: 716A00016673

16 OCT 11 PM 3:02
16 OCT 11 PM 3:02
16 OCT 11 PM 3:02

TRANSMITTAL LETTER

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

SUBJECT: Inka Group Irrevocable Trust

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

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: Julio C Lorie Arnau

Name (Printed or typed)

6522 Kendale Lakes Dr. # 1103

Address

Miami, FL 33183

City, State & Zip

3053217863

Daytime Telephone number

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

Inka Group

A Irrevocable 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 Inka Group Irrevocable Trust, a

Florida (Name of Trust)

Trust hereby affirms in order to file or qualify

(State)

Inka Group Irrevocable Trust, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust. Albes Caliman and Albis Caliman. 3240 SW 128 Ave Miami FL 33175
2. The principal address is 6522 Kendale Lakes Dr. #1103 Miami, FL 33183

3. The registered agent and street address in the State of Florida is:
Julio C Lorie Arnau

6522 Kendale Lakes Dr. #1103 MIAMI, FL 33183

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.

Albes Caliman (Trustee) 

Name:

Chairman of the Board of Trustees

NOTARY

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

16 OCT 11 AM 12:2



CFN 2015R0576098
OR BK 29766 Pgs 4756-4760 (5Pgs)
RECORDED 09/04/2015 15:06:05
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Inka Group Inc.

IRREVOCABLE TRUST AGREEMENT

IRREVOCABLE TRUST AGREEMENT made July 16th, 2015, between Ilka Velazco (the "Grantor"), and Albes Caliman (the "Trustee").

1. TRUST PROPERTY. The Grantor, desiring to create trust for the benefit of his adult son and for other good and valuable consideration, irrevocably assigned to the Trustee of the properties owned and managed by Inka Group Inc. described in attached Schedule A (the "Trust Property") and all the shares and ownerships, owned by Inka Group Inc., in trust, for the purposes and on the conditions hereinafter stated.

2. DISPOSITIVE PROVISIONS. The Trustee shall hold the property for the primary benefit of Alvin Caliman, and the Trustee shall hold, manage, and invest the trust property, and shall collect and receive the income, and after deducting all necessary expenses incident to the administration of the trust, shall dispose of the corpus and income of the trust as follows:

(a) The Trustee shall pay the entire net income of the trust, quarter annually, to the beneficiary of the trust, provided that there shall be paid over absolutely to the beneficiaries at age 35 the corpus of the trust.

(b) If the beneficiary shall die before attaining the age of 35 years, the trust for his benefit shall cease, and the corpus, together with any undistributed income, shall be paid to Albes Caliman under the same dispositive provision in this document.

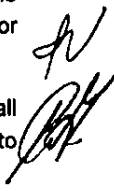
(c) Notwithstanding anything contained to the contrary, if at any time while the trust are in force any financial emergency arises in the affairs of the beneficiary of the trust, or if the independent income of either of the beneficiary (exclusive of the income from any trust created for his benefit by the Grantor) and all other means of support are insufficient for the support of the beneficiary, in the judgment of the Trustee, the Trustee shall pay over to the beneficiary, solely out of the corpus of the trust for his benefit, at any time and from time to time, the sum or sums as the Trustee shall deem necessary or appropriate in their discretion.

(d) No Discretionary Beneficiary of this Trust, including but not limited to the Settlor, shall have the power to anticipate, transfer, sell, assign or encumber any payment or distribution of either principal or income to be made under the provisions of this Trust, and any anticipation, transfer, sale, assignment or encumbrance by any such Discretionary Beneficiary, whether of principal or income, whether by voluntary act or by operation of law, shall be void and of no effect whatsoever, and no distribution or payment shall be made by the Trustee to any creditor, assignee, receiver, referee in bankruptcy, or trustee in bankruptcy of any such Discretionary Beneficiary. If, notwithstanding the above, it shall be held that the interest, whether of principal or income, of any Discretionary Beneficiary under this Trust has vested in any third party, whether by voluntary transfer or by operation of law, then, to the extent of such vestment, such interest shall cease and the Trustee shall thereupon apply any payment or distribution, whether of income or principal, thus attempted to be sold, transferred, assigned, levied upon, or taken, to the use of the Discretionary Beneficiary who would have been entitled thereto in the absence of such sale, transfer, assignment, levy or taking.

3. TRUSTEE'S POWERS. In the administration of the trust, the Trustee shall have the following powers, all of which shall be exercised in the fiduciary capacity, primarily in the interest of the beneficiary:

- (a) To hold and continue to hold as an investment the property, of any additional property which may be received by them, so long as they deem proper, and to invest and reinvest in any securities or property, whether or not income-producing, deemed by them to be for the best interest of the trust and the beneficiaries.
- (b) To rent or lease any property of the trust for the time and upon the terms and for the price or prices as in their discretion and judgment may seem just and proper and for the best interest of the trust and the beneficiary.
- (c) To sell and convey any of the property of the trust or any interest, or to exchange it for other property, for the price or prices and upon the terms as in their discretion and judgment may be deemed for the best interest of the trust and the beneficiary.
- (d) To make all repairs and improvements at any time deemed necessary and proper to and upon real property constituting a part of the trust.
- (e) To deduct, retain, expend, and pay out of any money belonging to the trust any and all necessary and proper expenses in connection with the operation and conduct of the trust.
- (f) To vote upon all securities belonging to the trust, and to become a party to any stockholders' agreements deemed advisable by them in connection with the securities.
- (g) To consent to the reorganization, consolidation, merger, liquidation, readjustment of, or other change in any corporation, company, or association.
- (h) To compromise, settle, arbitrate, or defend any claim or demand in favor of or against the trust.
- (i) To incur and pay the ordinary and necessary expenses of administration, including (but not by way of limitation) reasonable attorneys' fees, accountants' fees, investment counsel fees, and the like.
- (j) To act through an agent or attorney-in-fact, by and under power of attorney duly executed by the Trustee, in carrying out any of the authorized powers and duties.
- (k) To borrow money for any purposes of the trust, or incidental to their administration, upon their bond or promissory note as trustee, and to secure their repayment by mortgaging, creating a security interest in, or pledging or otherwise encumbering any part or all of the property of the trust.
- (l) To lend money to any person or persons upon the terms and in the ways and with the security as they may deem advisable for the best interest of the trust and the beneficiary.
- (m) To engage in business with the property of the trust as sole proprietor, or as a general or limited partner, with all the powers customarily exercised by an individual so engaged in business, and to hold an undivided interest in any property as tenant in common or as tenant in partnership.
- (n) To determine the manner in which the expenses incidental to or in connection with the administration of the trusts shall be apportioned as between corpus and income.
- (o) The Trustee may freely act under all or any of the powers by this Agreement given to them in all matters concerning the trust, after forming their judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the trust and the beneficiaries, without the necessity of obtaining the consent or permission of any interested person, or the consent or approval of any court.

The powers granted to the Trustee may be exercised in whole or in part, from time to time, and shall be deemed to be supplementary to and not exclusive of the general powers of trustee pursuant to law, and shall include all powers necessary to carry them into effect.



4. LIMITATION ON POWERS. Notwithstanding anything contained to the contrary, no powers enumerated or accorded to trustee generally pursuant to law shall be construed to enable the Grantor, or the Trustee or either of them, or any other person, to sell, purchase, exchange, or otherwise deal with or dispose of all or any parts of the corpus or income of the trust for less than an adequate consideration in money or monies worth, or to enable the Grantor to borrow all or any part of the corpus or income of the trusts, *directly or indirectly, without adequate interest or security.*

5. CORPUS AND INCOME. The Trustee shall have the power to determine the allocation of receipts between corpus and income and to apportion extraordinary and share dividends between corpus and income.

6. TRUSTEE'S AUTHORITY AND THIRD PARTIES. No person purchasing, renting, or leasing any of the property of the trust, or in any manner dealing with the trust or with the Trustee, shall be required to inquire into the authority of the Trustee to enter into any transaction, or to account for the application of any money paid to the Trustee on any account.

7. ADDITIONAL PROPERTY. The Grantor reserves the right to himself or to any other person at any time, by deed or will, to add to the corpus of the trust, and any property added shall be held, administered, and distributed as part of the trust. The additional property shall be allocated between the trust in accordance with any directions given in the instrument of transfer.

8. ACCOUNTING BY TRUSTEE. The Trustee may render an accounting at any time to the beneficiary of the trust, and the written approval of a beneficiary shall be final, binding, and conclusive upon all persons then or thereafter interested in the trust for that beneficiary. The Trustee may at any time render a judicial account of their proceedings for beneficiary of the trust.

9. COMPENSATION OF TRUSTEE. The Trustee waive the payment of any compensation for their services, but this waiver shall not apply to any successor trustee who qualifies and acts under this Agreement except that no person who adds to the corpus of either or both of the trust shall ever be entitled to any compensation.

10. SUCCESSOR TRUSTEE. The Trustee shall have the power to appoint his or her successor Trustee. If named Trustee shall die, resign, become incapacitated, or refuse to act further as Trustee, without having appointed a successor Trustee, The appointment of a successor Trustee shall be made by a duly acknowledged instrument delivered to the primary beneficiary and to the person, if any, then acting as Trustee.

11. BOND AND LIABILITY OF TRUSTEE. The named Trustee do not shall be required to give any bond or other security. The Trustee shall not be liable for any mistake or error of judgment in the administration of the trusts, except for willful misconduct, so long as they continue to exercise their duties and powers in a fiduciary capacity primarily in the interests of the beneficiary.

12. IRREVOCABILITY. The trust shall be irrevocable, and the Grantor expressly waives all rights and powers, whether alone or in conjunction with others, and regardless of when or from what source he may have acquired such rights or powers, to alter, amend, revoke, or terminate the trusts, or any of the terms of this Agreement, in whole or in part. By this instrument the Grantor relinquishes absolutely and forever all his possession or enjoyment of, or right to the income from, the trust property, and all his right and power, whether alone or in conjunction with others, to designate the persons who shall possess or enjoy the trust property, or the income.

13. SITUS. This trust has been executed and delivered in the State of Florida and shall be construed and administered according to the laws of that state.

In witness whereof the Grantor and the Trustees have executed this Agreement in Miami, Florida.


Grantor: Ilka Velazco


Trustee: Albes Caliman

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Florida


County of Miami Dade

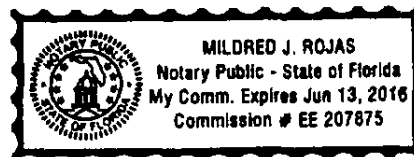
On 7/17/15 before me, Mildred J. Rojas, personally appeared
Ilka Velazco, as Grantor, and
Albes Caliman, as Trustee, and
Alba Lopez, as Witnesses, personally known to me (or

proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 (Seal)
Signature



Schedule A

**Inka Group Inc.
The Trust Property**

1. 4027 LEROY Ave Memphis, TN 38108
 2. 1457 WRENWOOD St Memphis, TN 38122
 3. 4005 ELLISTON RD Memphis, TN 38111
 4. 3873 KIMBALL AVE Memphis, TN 38111
 5. 3430 KIRBY Ave Memphis, TN 38111
 6. 3113 RUBY LANE Memphis, TN 38111
 7. 1547 S PRESCOTT Rd Memphis, TN 38111
 8. 3319 BARRON Ave Memphis, TN 38111
 9. 3574 Kallaher Ave Memphis, TN 38122
 10. 1441 Weyouth Memphis, TN 38108
 11. 3227 Seminole Rd Memphis, TN 38111
 12. 1138 Biltmore St Memphis, TN 38122
 13. 3454 Hendricks Ave Memphis, TN 38111
 14. 1351 Isabelle St Memphis, TN 38122
 15. 3435 Farmville Rd Memphis, TN 38122
 16. 4330 Reed Ave Memphis, TN 38108
 17. 3158 Chisca Ave Memphis, TN 38111
 18. 3630 Sturgeon Ave Memphis, TN 38111
 19. 4024 KIMBALL AVE Memphis, TN 38111
 20. 1085 S Greer St Memphis, TN 38111
 21. 3727 Vernon Ave Memphis, TN 38122
 22. 668 Sevier St Memphis, TN 38122
 23. 3692 Given Ave Memphis, TN 38122
 24. 1647 N. Graham St Memphis, TN 38108
 25. 1021 Getwell Rd Memphis, TN 38111
 26. 1626 Stribling St Memphis, TN 38111
 27. 3448 Hendricks Ave Memphis, TN 38111
 28. 900 Chatwood St Memphis, TN 38122
 29. 3594 Powell Ave Memphis, TN 38122
 30. 3621 Bayliss Ave Memphis, TN 38122
 31. 1133 Jamerson Rd Memphis, TN 38122
 32. 1135 Jamerson Rd Memphis, TN 38122
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