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AUG 29 2017

TRANSMITTAL LETTER

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

SUBJECT: Registering 2011 Goldberg Properties 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: Ronn Goldberg
Name (Printed or typed)

83 Franmore Circle
Address

Thornhill Ontario Canada L4J 3B9
City, State & Zip

416-274-7065
Daytime Telephone number

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

2011 Goldberg Property Trust

A Ontario 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 2011 Goldberg Property Trust, a
(Name of Trust)

ONTARIO Trust hereby affirms in order to file or qualify
(State)
2011 Goldberg Property Trust, in the State of Florida.
(Name of Trust)

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

2. The principal address is 83 Franmore Circle
Thornhill Ontario CANADA L4J 3B9

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

Ronn Goldberg 5151 Collins Ave
APT 1033, Miami Beach Florida 33140

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]
(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.

Ronn Goldberg / Ronn Goldberg
Name:

Chairman of the Board of Trustees

NOTARY

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

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CANADA

PROVINCE OF ONTARIO

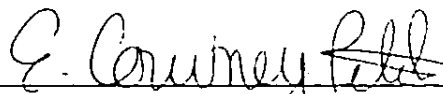
TO WIT:

TO ALL WHOM THESE PRESENTS MAY
COME, BE SEEN OR KNOWN

FILED
17 AUG 28 PM 1:01

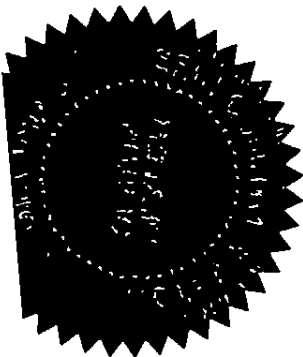
I, **ERIN COURTNEY PETCH**, a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing in the City of Vaughan, in the Regional Municipality of York, in said Province, **DO CERTIFY AND ATTEST** that the paper-writing hereto annexed is a true copy of a document produced and shown to me and purporting to be the **Irrevocable Trust Agreement for the 2011 GOLDBERG PROPERTY TRUST** dated the 12th day of May, 2011, the said copy having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed my Notarial Seal of Office, at the City of Toronto, this 1st day of August, 2017.



ERIN COURTNEY PETCH

A Notary Public in and for the Province of
Ontario



**IRREVOCABLE
TRUST AGREEMENT
FOR**

2011 GOLDBERG PROPERTY TRUST

I, **RONN E. A. GOLDBERG**, of the Town of Thornhill, Vaughan, Ontario, hereby make this Agreement as Grantor, with my wife, **SARA GOLDBERG**, of Town of Thornhill, Vaughan, Ontario, as Trustee (the "Trustee"), to be effective when signed by both of us.

I have delivered or will deliver certain assets to the Trustee, and the Trustee has agreed to hold this property, together with any additional property contributed to the trust by me or by any other person (the "Trust Estate"), in an irrevocable trust to be known as "**2011 GOLDBERG PROPERTY TRUST**", on the following terms:

**ARTICLE 1
UNTIL THE DIVISION DATE**

Section 1.1 Disbursement of Income and Capital

(a) Until the Division Date (as defined below in Paragraph c), the Trustee may distribute any part or all of the net income and capital of the trust to or for the benefit of any one or more members of a class consisting of (1) my wife, **SARA GOLDBERG**, and (2) my issue, ((1) and (2) hereafter collectively referred to as the "Class"), for health, support in reasonable comfort, maintenance or education. Any income not paid shall be accumulated and added at least annually to capital. Payments may be made in such amounts and proportions as shall be determined from time to time by the Trustee, without regard to equality of distribution.

(b) Until the Division Date, the Independent Trustee, if one is acting, may distribute any part or all of the net income and capital of the trust to or for the benefit of any one or more members of the Class, for any reason. Payments may be made in such amounts and proportions as shall be determined from time to time in the sole discretion of the Independent Trustee, without regard to equality of distribution. The Independent Trustee may exercise this discretion entirely in favor of one or more members of the Class to the exclusion of others without liability to any person for any good faith exercise of the discretion granted herein.

(c) As used in this Agreement, the term "net income" includes the right to occupy any real property held in the trust rent free. While any member of the Class is occupying the property rent free, my wife or that issue (as the case may be) may pay all charges incident to maintaining the real property that are customarily paid from trust income.

(d) Notwithstanding anything herein, during my lifetime, no capital or income of the trust may be used to satisfy any support or other legal obligation of mine or my wife.

(e) As used in this Agreement, the phrase "Division Date" means the earlier to occur of (1) the 21st anniversary of the death of the last to survive of my wife and my issue in being on the effective date of this Agreement, and (2) the date determined in the sole discretion of the

Independent Trustee. I request, but do not require, that in determining the Division Date, the Independent Trustee consider any deemed disposition that may occur for Canadian income tax purposes on the 21st anniversary of the establishment of this trust.

ARTICLE 2 ON THE DIVISION DATE

Section 2.1 Distribution to Class

(a) On the Division Date, all of the remaining capital of the trust shall be distributed to or for the benefit of any one or more surviving members of the Class, in the amounts and proportions as shall be determined in the sole discretion of the Independent Trustee, without regard to equality of distribution. The Independent Trustee may exercise this discretion entirely in favour of one or more members of the Class to the exclusion of others without liability to any person for any good faith exercise of the discretion granted herein.

(b) If, on the Division Date, no member of the Class is then surviving, then all the remaining capital of the trust shall be distributed to those of **NESYA JACOB** and **PERLA WEINSTOCK**, then alive in equal shares.

ARTICLE 3 TRUST ADMINISTRATION

Section 3.1 Application of Property for Beneficiary

Any property, whether capital or income, distributable to any person (adult or minor) under this Agreement, may be applied for the benefit of the person (including, without limitation, a distribution to a trust of which the person is a beneficiary). In the case of a minor, the property may be paid or delivered directly to the minor, to a parent or guardian of the minor, to a person with whom the minor resides or to a custodian for the minor until such minor attains the age of majority.

Section 3.2 Exercise of Discretionary Powers

(a) In connection with the exercise of a discretionary power to distribute income or capital to any person, there is no requirement to take into account such person's other income or capital resources, the interest of such person in any other fund or the duty of anyone to support such person, although these factors may be taken into account in the sole discretion of the Trustee.

(b) Notwithstanding anything in this Agreement, no Trustee may participate in a decision to make any proposed discretionary distribution of income or capital (including a distribution occurring on the Division Date) to himself or herself (other than for health, support in reasonable comfort, maintenance or education) or to satisfy any legal obligation of such Trustee.

Section 3.3 Discretionary Payments

Any discretionary payment from any trust hereunder must be charged against the trust as a whole and not against the individual share of any person at any time.

Section 3.4 Spendthrift Provision

No beneficiary of any trust hereunder shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate or encumber his or her interest in the trust in any way; nor shall any such interest in any manner be liable for or subject to the debts, liabilities or obligations of a beneficiary or claims of any sort against a beneficiary.

Section 3.5 Actions If More Than One Trustee

Whenever two or more Trustees are acting with respect to any trust hereunder, the Trustees must act by a majority of the Trustees qualified to participate in the decision at issue. In the event of a tie, the decision of a majority of the Independent Trustees (or the sole Independent Trustee) shall control.

ARTICLE 4 POWERS OF TRUSTEES

Section 4.1 Broad Powers

Except as otherwise specifically provided in this Agreement, in addition to the powers conferred by law, the Trustee shall have complete discretion to exercise each of the following powers in administering any trust under this Agreement without authorization from any court, it being my intent that these powers be construed in the broadest possible manner:

- (a) To retain any property, real or personal, and to invest and reinvest in any property, real or personal, all as the Trustee may determine, without regard to any requirement for diversification;
- (b) To sell, grant options with respect to, or dispose of, any property, real or personal, for cash or on credit, with or without security, on such terms as the Trustee may determine;
- (c) To lease any property, real or personal, for any period, on terms (including options for renewal) as the Trustee may determine, and to improve or take any other action with respect to real property;
- (d) To permit any income beneficiary (and the guardian of any minor income beneficiary and the family of such guardian) to use any real property or tangible personal property held hereunder for the benefit of the beneficiary;
- (e) To borrow money for any purpose, from others or from any Trustee, with or without security, and to mortgage or pledge any property, real or personal;
- (f) To employ agents, brokers, attorneys, accountants, custodians and investment advisers (including any individual Trustee), and to treat their compensation as an administration expense;
- (g) To purchase any real or personal property from my estate and to sell any real or personal property from one trust to another;
- (h) To sell any property, real or personal, to any Trustee or beneficiary at fair market value;

- (i) To make loans to any income beneficiary, interest free or otherwise, on such terms as the Trustee (other than the beneficiary) may determine;
- (j) To retain, invest in, exercise stock options and subscription rights with respect to, and vote, stock of any corporate Trustee or any corporation affiliated with it;
- (k) To sever any trust into two or more separate trusts having identical terms and beneficiaries as the original trust, and to combine two or more trusts having identical terms and beneficiaries (whether or not the trusts resulted from division of a prior trust), at any time and from time to time (whether before or after funding), without approval of any court, for any administrative, tax or other purpose determined by the Trustee to be in the best interests of any beneficiary (including any remainderman) hereunder and in so granting this power, I request but do not require the Trustee to consider severing any trust in which the class of beneficiaries includes a U.S. citizen or U.S. tax resident (as determined under U.S. tax principles) so that the severed trust may qualify to be a "U.S. person" as defined by Section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended (the "Code");
- (l) To change the situs of any trust or the jurisdiction whose laws regulate any trust, at any time and from time to time, for the convenience of the beneficiaries or the Trustee, or for any other reason; and
- (m) To make any distribution or division of property wholly or partly in kind, whether or not pro rata, using specific assets or undivided interests therein.

ARTICLE 5 PROVISIONS CONCERNING TRUSTEES

Section 5.1 Additional and Successor Trustees

- (a) The Trustee or Trustees acting with respect to any trust hereunder may, by unanimous consent, at any time and from time to time, designate one or more individuals or bank or trust companies located anywhere in the world to act as an additional Trustee of any trust created hereunder, including, without limitation, a person qualifying as an Independent Trustee.
- (b) If my wife, **SARA GOLDBERG**, fails to continue to act as Trustee, I appoint my son, **JONATHAN GOLDBERG** to be successor Trustee and if my son **JONATHAN GOLDBERG**, fails to continue to act as Trustee, I appoint my three children, **MIRA GOLDBERG**, **ARI GOLDBERG** and **ELIANA GOLDBERG** to be successor Trustees and thereafter, all decisions of my Trustees shall be by majority.
- (c) Subject to Paragraph (b), any individual acting or designated to act as a Trustee has the right to designate an individual or bank or trust company to act as successor Trustee in the event that he or she fails to qualify or to continue to act; provided that no conflicting designation made by a prior acting Trustee is in effect. If at any time no Trustee is acting, and no designation of a successor has been made or is effective, a majority of my adult issue shall have the right to designate a successor.

Section 5.2 Designation and Qualification of Trustees

- (a) Any designation made hereunder may provide for a series of individuals to act as successor Trustees.
- (b) Any designation of an additional or successor Trustee shall be made by a duly acknowledged instrument filed with the trust records, and shall be revocable with respect to any designee by the designating individual or class of individuals at any time before the designee qualifies to act.
- (c) A successor or additional Trustee shall qualify to act by filing a written consent to act with the trust records.
- (d) Notwithstanding anything in this Agreement, I may not be appointed as an additional or successor Trustee.

Section 5.3 Elimination of Bond

No bond or other security shall be required of any Trustee in any jurisdiction.

Section 5.4 Resignation of Trustees

Any Trustee may resign at any time, without the approval of any court, by a written instrument filed with the trust records. In addition, any individual Trustee shall be deemed to have resigned if there is filed with the trust records a certification in writing from any attending physician of such Trustee that he or she is no longer able to make decisions with respect to financial matters. If any Trustee who was married to any issue of mine at the time he or she became a Trustee becomes divorced or legally separated from any such issue, such Trustee shall be deemed to have resigned for all purposes of this Agreement and shall have no power to designate any other Trustee, notwithstanding any other provision of this Agreement.

Section 5.5 Removal of Independent Trustee

At any time that an Independent Trustee is acting with respect to any trust hereunder, my wife, **SARA GOLDBERG**, or if she is not then surviving or is incapable of acting, a majority of my adult issue, has the right to remove the Independent Trustee and must appoint another person qualifying as an Independent Trustee to be a successor Trustee. This right of removal is continuing and is exercised by serving the Independent Trustee with a duly acknowledged written notice of removal specifying the successor Trustee and certifying the successor's willingness to serve. An Independent Trustee that is removed is not entitled to any commissions with respect to its transfer of principal on its removal, but is entitled to reimbursement for reasonable expenses incurred in effecting any such transfer.

Section 5.6 Delegation of Trustees' Authority

When more than one Trustee is acting with respect to any trust under this Agreement, by a written instrument signed by all of the Trustees, such Trustees may (1) authorize any one or more Trustees (jointly or severally as the instrument specifies) to write cheques and otherwise direct the transfer, deposit, investment or disbursement of funds or other assets of the trust, and

(2) delegate to any one or more Trustees entire authority to make decisions regarding the investment and reinvestment of the assets of the trust. In addition, these Trustees (or the Trustee or Trustees to whom this authority is delegated as provided above) may in the same manner delegate to agents (including independent investment advisors, investment counsel or managers, banks or trust companies, mutual funds and regulated investment companies) the authority to make such decisions or take such actions. Any delegation shall be revocable by any Trustee upon written notice to all the Trustees and, if applicable, to any agent. To the extent applicable law allows, no Trustee shall be liable for any claim or loss resulting from investments made or held during a period during which, pursuant to this Section, such Trustee had delegated his or her investment duties.

Section 5.7 Trustee Liability

No additional or successor Trustee shall be personally liable for any act or omission of any predecessor. With the written consent of all adult beneficiaries of any trust hereunder (including presumptive remainder beneficiaries, but excluding contingent remainder beneficiaries), an additional or successor Trustee may accept the account rendered and the property received as a full and complete discharge to a predecessor Trustee with respect to such trust without incurring any liability for so doing.

Section 5.8 Trustee Compensation

(a) No Trustee who is related to me by blood or marriage shall be entitled to compensation for acting as Trustee.

(b) Any Trustee other than an individual who is related to me by blood or marriage may receive compensation for his, her or its services as shall be agreed upon from time to time with the other Trustees acting with respect to the trust, or if there is none, with a majority of the adult income beneficiaries of the trust. Nothing herein shall be deemed to preclude any professional organization with which any individual Trustee may be associated from receiving its normal fees for services performed for any trust, but no fees shall be payable for work for which such Trustee is otherwise compensated in a fiduciary capacity.

(c) Any Trustee may be reimbursed for the Trustee's reasonable expenses in acting hereunder.

ARTICLE 6 MISCELLANEOUS PROVISIONS

Section 6.1 Representation of Person Under a Disability

To the extent permitted by applicable law, where a party to any proceeding with respect to any trust hereunder has the same interest as a person under a disability, it shall not be necessary to serve legal process on the person under a disability.

Section 6.2 Law Governing

This Agreement and each trust created hereby shall be construed by and regulated under the internal laws of the Province of Ontario, unless the situs or jurisdiction of any trust created

hereby is changed by the Trustee pursuant to Paragraph L of Section 4.1 of this Agreement. In the event that the situs of any trust cannot be determined with certainty, the laws of the Province of Ontario shall apply.

Section 6.3 Definition of Terms

As used in this Agreement,

(a) The terms "Trustee" and "Trustees" each means the Trustee or Trustees acting hereunder from time to time.

(b) The term "Independent Trustee" refers to the Trustee or Trustees acting from time to time with respect to each trust, other than (1) a beneficiary (including a remainderman) of such trust; (2) any person having a legal duty to support a beneficiary of the trust; and (3) any person who would be considered related or subordinate to a beneficiary of the trust or to a person having such legal duty of support. For purposes of this Section, persons who would be considered related or subordinate to a beneficiary or to a person having a legal duty to support a beneficiary include the beneficiary's spouse, mother, father, issue, brother or sister; an employee of the beneficiary; a corporation or an employee of a corporation in which the stock holdings of the beneficiary and the trust are significant from the viewpoint of voting control; or a subordinate employee of a corporation in which the beneficiary is an executive.

(c) The term "issue" means a biological or adopted descendant of the person to which the term "issue" refers.

Section 6.4 Irrevocability

This Agreement is hereby declared to be irrevocable, and I shall have no right or authority to alter this Agreement in any respect.

CONCLUSION

The Trustee and I have duly executed this Trust Agreement as of the dates set forth below.

Date Signed: May 12th, 2011

WITNESSED

Witness

Witness

GRANTOR

RONN E. A. GOLDBERG

Date Signed: May 12th, 2011

WITNESSED

Witness

Witness

TRUSTEE

SARA GOLDBERG

PROVINCE OF ONTARIO)
CITY OF TORONTO)

On the 12th day of May, in the year 2011 before me, the undersigned, a notary public in and for said province, personally appeared, **RONN E. A. GOLDBERG**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Grantor, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

PROVINCE OF ONTARIO)
CITY OF TORONTO)

On the 12th day of May, in the year 2011 before me, the undersigned, a notary public in and for said province, personally appeared, **SARA GOLDBERG**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Trustee, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public