

DI8000000029

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

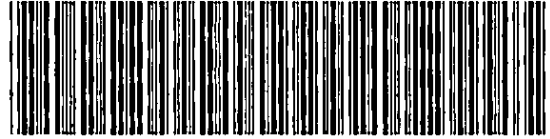
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



600310941176

03/26/18--01024--023 \*\*350.00

FILED

18 MAY 16 AM 9:17

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



MAY 28 2018

T SCHROEDER

## TRANSMITTAL LETTER

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

**SUBJECT:** MIRTHA HERNANDEZ COHEN REVOCABLE 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:** MIRTHA HERNANDEZ COHEN

Name (Printed or typed)

2965 SW 22ND AVENUE

Address

DELRAY BEACH FL, 33445

City, State & Zip

954 6735636

Daytime Telephone number

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

MIRTHA HERNANDEZ COHEN

**A REVOCABLE 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 MIRTHA HERNANDEZ COHEN, a

FLORIDA (Name of Trust)  
Trust hereby affirms in order to file or qualify  
(State)  
MIRTHA HERNANDEZ COHEN REVOCABLE TRUST, in the State of Florida.  
(Name of Trust)

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

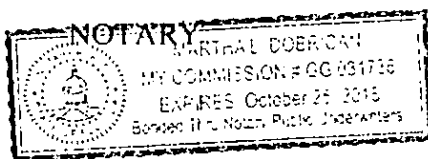
2. The principal address is 2965 SW 22ND AVENUE APARTMENT #103  
DELRAY BEACH FLORIDA 33445

3. The registered agent and street address in the State of Florida is MARTHA L DOBRICAN Address: 7957 JOHNSON STREET SUITE A  
PEMBROKE PINES FLORIDA 33024

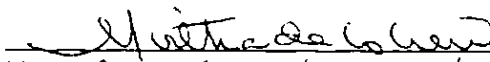
4. Acceptance by the registered agent: Having been named as registered  
agent to accept service of process for the above named Declaration of Trust  
at the place designated in this affidavit, I hereby accept the appointment as  
registered agent and agree to act in this capacity.

  
(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.



CR21E063(3/00)

  
Name: Mirtha Hernandez Cohen  
Chairman of the Board of Trustees

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

FILED  
18 MAY 16 AM 9:17  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

## **MIRTHA HERNANDEZ COHEN REVOCABLE TRUST**

MIRTHA HERNANDEZ COHEN hereafter called Settler or Trustee executes this declaration of trust on May 14, 2018. She hereby declares that she has set aside or transferred or will transfer property to myself, as Trustee and she will hold the property so transferred on the terms set forth in this declaration.

### **ARTICLE ONE (The Trust Estate)**

**TRUST ESTATE.** The "Trust Estate" consists of the property transferred to the trust by the Settler or her will, as insurance proceeds or pension benefits, or if acceptable to the Trustee from any other person or source.

**TRUST ESTATE IS A SOLE PROPERTY.** All property transferred to this trust is a community property as defined by Florida law and shall retain its character as such notwithstanding the transfer to this trust. This declaration real estate property character includes pension, and other like holdings that name the trust as a beneficiary. This provision is intended to satisfy any statutory requirements of a written agreement to transmute the character of property to community property. The Settler waive any right to reimbursement they may have under any provisions of Section 2640 of the Florida Family Law Code. Any power reserved to the Settlers to alter, amend, modify, or revoke this trust, in whole or in part, is held by the Settler during her lifetime in her capacity as manager of the property, subject to all restrictions imposed by law on their management of the property.

The Settler intend for this trust agreement to be considered an express contract between her with respect to this declaration of the property character of the Trust Estate. This provision complies with generally accepted principles found in the Restatement of Conflict of Laws, 3rd Edition Section 14.4 stating that the entity regime of a single man may be governed by an express contract between him.

### **ARTICLE TWO (Power to Revoke and Amend)**

**A. REVOCATION.** While the Settler is living this trust may be revoked, in whole or in part, by an instrument in writing signed by Settler alone. On revocation, the Trustee shall deliver the Trust Estate or the revoked

FILED

MAY 16 AM 9:17

CLERK OF STATE  
JESSIE FLORIDA

portion thereof to the Settler, in either event as the entity of the Settlers.

**B. AMENDMENT.** While Settler is living the terms of this trust may be amended, with respect to all or any part of the Trust Estate or terms, only by an instrument in writing signed by the Settler. If neither Settler is a Trustee, the instrument shall be delivered by a Settler personally, by certified mail, or any other form of delivery requiring proof of receipt to the then acting Trustee.

**C. DISABILITY OF SETTLOR (S).** All of the Settler's powers to revoke and amend are personal to him. The disability of Settler shall not prevent exercise by the power of revocation for the purpose of holding some or all of the property as community property outside the Trust Estate.

**D. DEATH OF SETTLORS.** On the death of the Settler to die the trust created by this Declaration shall become irrevocable and not subject to amendment.

### **ARTICLE THREE (Distribution of Income and Principal During Settlers Lifetime)**

**A.** As long as Settler is alive, the Trustees shall pay to either or both of the Settlers or apply for their benefit and care, in at least annual installments, the net income of the trust and also as much of the principal of the Trust Estate as the Trustees deem appropriate for the Settlers support, comfort, health, care and general welfare.

**B.** The term "care" as used throughout this declaration with regard to the Settlers shall include maintaining them during their lifetime in their regular residences, or elsewhere as may be appropriate, despite a need for extensive medical or personal care at a cost that may exceed the cost of care at a home for the elderly, a health-care institution, or the like. The Settlers direct the Trustee, to the extent practical, to exercise discretion under these provisions to enable them to live at home and in familiar circumstances if they wish and are reasonably able to do so with nursing, household and other assistance.

**C.** The Settlers may at any time direct the Trustees to pay single sums or periodic payments out of the Trust Estate to any other person or organization.

### **ARTICLE FOUR (Determination of Incapacity or Disability)**

In this instrument, the terms "incompetent" and "disabled" shall refer to a physical or mental inability to carry out one's usual financial affairs or to resist fraud or undue influence, whether or not such person is legally

FILED

18 MAY 16 AM 9:17  
CLERK OF COURT  
STATE OF IDAHO  
COUNTY OF BLAINE

determined to be incompetent or in need of a Conservator. To prove a change of Trustee based on incapacity, the Trustee, or a Successor Trustee may rely upon a written declaration made by either Settler as to the other Settler as to the incompetence or disability of the Settler. If a Settler is not available to make a determination of incapacity, then the declaration shall be made by, in order of priority, either 1) YSAAC COHEN HERNADEZ 2) DANIEL COHEN HERNANDEZ

Any action taken by a Successor Trustee pursuant to such declaration shall be binding on all persons interested in the trust. No statement of incapacity from any physician shall be required to prove a change of Trustee as it is the Settlers' specific intention that physicians and courts not be involved in the determination of incapacity for any purpose. No third party shall incur any liability for relying on such declaration to prove a change of Trustee.

#### **ARTICLE FIVE (Payments Upon Death of First Settler to Die)**

**A.** On the death of the Settler to die the Trust Estate, including all of the property of the Settler that is received by the Trustees from insurance, pension plans and other sources upon or by reason of the death of the Settler, shall be retained in trust for the benefit of the Surviving Settler. The Trustee shall pay to the Surviving Settler (if any) or apply for their benefit and care, in at least annual installments, the net income of the trust and also as much of the principal of the Trust Estate as the Trustees deem appropriate for support, comfort, health, care and general welfare.

#### **ARTICLE SIX (Distribution of the Trust on Surviving Settler's Death)**

#### **ARTICLE SIX**

**A.** If there is no beneficiary and no surviving issue of a beneficiary at the time of the Settlers' death then the residue of the Trust Estate shall be distributed, free of trust to DANIEL COHEN HERNANDEZ by right of representation.

**B.** If there are any beneficiaries, who are under the age of 30 at the time they become entitled to a share of the Trust Estate, the Trustee shall retain their share in trust and pay to or apply for the benefit of the

FILED  
18 MAY 16 AM 10:58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

beneficiary, as much of the net income and principal of the trust share as the Trustee in the Trustee's discretion considers necessary for the beneficiary's proper support, health, maintenance, and education at an accredited academic institution, considering to the extent the Trustee considers advisable any other income or resources known to the Trustee for that beneficiary.

When the beneficiary has attained the age of 30, the Trustee shall distribute the remaining assets of the trust share, free of trust, to the beneficiary.

### **ARTICLE SEVEN (The Trustees and Their Powers)**

**A.** Except as otherwise expressly provided, all references and grants of powers to the Trustee in this declaration of trust apply not only to the original Trustee but also to any substitute Trustee or Trustees.

**B. TRUSTEES.** The Settler shall serve as Co-Trustees for each trust created under this declaration as long as the Settler is living. Upon the death, resignation, or incapacity of Settler the beneficiaries shall become sole Trustees. Upon the death, resignation, or incapacity of the Settlers then there shall be one Trustee who shall be, in order of priority, 1) Ysaac Cohen Hernandez DOB 05/02/1974 V 11.311.337, 2) Daniel Cohen Hernandez DOB 10/08/1978 V 13.833.205.

**(1) RESIGNATION.** A Trustee may resign at any time by an instrument in writing delivered personally, by certified mail, or other form of delivery requiring proof of receipt, to the Settler who is then living. If there is no Settler living, then delivery shall be made to the Trustee who may be appointed by the resigning Trustee if the Settler have not provided for one in this declaration. Under no circumstances, however, shall a corporate Trustee be appointed as Trustee for any trust created under this declaration. A Trustee shall not be removed as a Trustee solely because they are also a beneficiary.

**(2) SETTLORS AS TRUSTEES.** As long as Settler is acting in the capacity as Trustees, the Trustees shall have the authority to open any type of accounts offered by conventional banking or brokerage institutions in the name of the trust. These accounts may require the signature of only one Trustee in order to facilitate the daily banking and trading activities of the trust. The powers of the Trustees remain subject to all other provisions of the trust.

FILED  
18 MAY 16 AM 9:10  
CLERK OF SUPERIOR COURT  
JULIA MASSE

**(3) BOND.** No bond shall be required of any person named in this instrument as Trustee, or of any person appointed as the Trustee in the manner specified here, for the faithful performance of his or her duties as Trustee.

**C. POWERS OF THE TRUSTEES.** In order to carry out the provisions of the Trusts created by this instrument, the Trustee shall have these powers in addition to those now or hereafter conferred by law:

**(1)** The Trustee may, in the Trustee's discretion, invest and reinvest trust funds in every kind of property (real, personal, or mixed) and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; life insurance policies; notes, real estate, bonds, debentures, mortgages, deeds of trust, mortgage participations, market funds and index funds appropriate under the then prevailing circumstances (specifically including, but not limited to, the factors set out in probate Code section 16047(c)):

- a. General economic conditions.
- b. The possible effect of inflation or deflation.
- c. The expected tax consequences of investment decisions or strategies.
- d. The role that each investment or course of action plays within the overall trust portfolio.
- e. The expected total return from income and the appreciation of capital.
- f. Other resources of the beneficiaries known to the Trustee as determined from information provided by the beneficiaries.
- g. Needs for liquidity, regularity of income, and preservation or appreciation of capital.
- h. An asset's special relationship or special value, if any, to the purposes of the trust or to one or more of the beneficiaries.

In so doing, the Trustee shall exercise care, skill, and caution to attain the Settler's goals under this instrument.

The Trustee shall consider individual investments as part of an overall investment strategy having risk and return objectives reasonably suited to the purposes of the trust. The Trustee's investments may include stock in any entity owned by the Trustee or membership in any limited liability company or limited liability partnership of which the Trustee is a member or partner.

FILED  
18 MAY 16 AM 11:17  
CLERK OF DISTRICT COURT  
TALLAHASSEE, FLORIDA



The Trustee shall also have the power to establish and maintain margin accounts and to buy or sell options but only when a Settler is acting as Trustee.

**(2)** To continue to hold any property including any shares of the Trustee's own stock and to operate at the risk of the Trust Estate any business that the Trustee receives or acquires under the Trust as long as the Trustee deems advisable.

**(3)** To have all the rights, powers, and privileges of an owner with respect to the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations, and incident to such participation to deposit securities with and transfer title to any protective or other committee on such terms as the Trustee may deem advisable; and to exercise or sell stock subscription or conversion rights.

**(4)** To hold securities or other property in the Trustee's name as Trustee under this Trust.

**(5)** To manage, control, grant options on, sell (for cash or on deferred payments), convey, exchange, partition, divide, improve, and repair Trust property.

**(6)** To rent and or lease Trust property for terms within or beyond the term of the Trust for any purpose, including exploration for and removal of gas, oil, and other minerals; and to enter into community oil leases, pooling, and unitization agreements.

**(7)** To lend money to the probate estate of either Settler provided that any such loan shall be adequately secured and shall bear a reasonable rate of interest.

**(8)** To purchase property at its fair market value as determined by the Trustee in the Trustee's discretion, from the probate estate of Settler.

**(9)** To loan or advance the Trustee's own funds to the Trust for any purpose, with interest at current rates; to receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the Trust; to purchase assets of the Trust at their fair market value as determined by an independent appraisal.

**(10)** The Trustee shall have the power to release or to restrict the scope of any power that he or she may hold in connection with the Trust created under this instrument, whether said power is expressly granted in this instrument or implied by law. The Trustee shall exercise this power in a written instrument specifying the powers to be released or restricted and the nature of any such restriction.

**(11)** To take any action and to make any election, in the Trustee's

18 MAY 16 AM 9:17  
CLERK OF COURT  
CLERK OF COURT  
CLERK OF COURT

FILED

discretion, to minimize the tax liabilities of this Trust and its beneficiaries, and it shall have the power to allocate the benefits among the various beneficiaries, and the Trustee shall have the power to make adjustments in the rights of any beneficiaries, or between the income and principal accounts, to compensate for the consequences of any tax election or any investment or administrative decision that the Trustee believes has had the effect of directly or indirectly preferring one beneficiary or group of beneficiaries over others.

**(12)** To borrow money, and to encumber Trust property by mortgage, deed of trust, pledge, or otherwise.

**(13)** To commence or defend, at the expense of the Trust, such litigation with respect to the Trust or any property of the Trust Estate as the Trustee may deem advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the Trust.

**(14)** To carry insurance of such kinds and in such amounts as the Trustee deems advisable, at the expense of the Trust, to protect the Trust Estate and the Trustee personally against any hazard.

**(15)** To withhold from distribution, in the Trustee's discretion, at the time for distribution of any property in this Trust, without the payment of interest, all or any part of the property, as long as the Trustee shall determine, in the Trustee's discretion, that such property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise properly incurred in the administration of the estate.

**(16)** To purchase bonds, and to pay such premiums in connection with the purchase as the Trustee, in the Trustee's discretion, deems advisable, provided, however, that each premium shall be repaid periodically, to principal out of the interest on the bond in such reasonable manner as the Trustee shall determine and, to the extent necessary, out of the proceeds on the sale or other disposition of the bond.

**(17)** To purchase bonds at such discount as the Trustee, in the Trustee's discretion, deems advisable, provided, however, that each discount shall be accumulated periodically as interest in such reasonable manner as the Trustee shall determine and to the extent necessary paid out of the proceeds on the sale or other disposition of the bond or out of principal.

**(18)** To partition, allot, and distribute the Trust Estate, on any division or partial distribution or final distribution of the Trust Estate, in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the Trustee, and to sell such property, as the Trustee may deem necessary to make division or distribution. In making any division or partial or final distribution of the Trust Estate, the Trustee shall be under no obligation to make a prorate division, or to distribute the same assets

18 MAY 16 AM 9:17  
CLERK OF DISTRICT COURT  
JANUARY 18, 1917  
FILED

to beneficiaries similarly situated; but rather, the Trustee may, in the Trustee's discretion, make a non prorate division between Trusts or shares and non prorate distributions to such beneficiaries, as long as the respective assets allocated to separate trusts or shares, or distributed to such beneficiaries, have equivalent or proportionate fair market value and income tax basis.

**(19)** Each Trustee shall have the power to employ any attorney, accountant, financial planner, investment advisor or any other agent or agents to assist the Trustee in the administration of this Trust and to rely on the advice given by these agents.

**(20)** The Trustee shall have the power to deal with governmental agencies. To make applications for, receive and administer any of the following benefits: Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly.

**(21)** The Trustee shall have the power to make elections and direct distributions from either Settler's retirement accounts, pension plans or annuities that name the trust as a primary or contingent beneficiary. This power shall be construed as and is intended to be a valid power of attorney in which the Trustee may act as the agent of either Settler for these purposes. This power shall survive the subsequent incapacity of either or both Settlers. Trust beneficiaries shall be treated as designated for the purpose of determining minimum distributions from an IRA based on the age of the oldest trust beneficiary.

**(22)** The Trustee shall have the power to exercise any stock options held by either or both Settlers at the time of death.

**(23)** The Trustee shall be entitled to pay him or her self-reasonable compensation for services rendered to the Trust without need of court approval so long as such compensation does not exceed one percent per year of the asset value of the Trust.

## **ARTICLE EIGHT (General Provisions)**

**A.** The validity of this trust for real property shall be governed by the law of the state of its sites. The laws of the state of Florida regardless of its sites or the domicile of the Trustee with regard to all other matters shall govern the construction, interpretation and administration of this trust. This choice of law provision is based in part on the legal authority stated in the Restatement Second of Conflict of Laws section 268(1). This choice of law provision is intended to be exclusive.

**B.** The Settler waive the annual accounting requirements for any trust

FILED  
18 MAY 26 AM 9:17  
CLERK OF DISTRICT COURT  
JANUARY OF STATE  
TALLAHASSEE, FLORIDA

created under this declaration as found in Florida Probate Code Section 16062 unless someone other than a Settler is acting as a Trustee in which case accountings shall be provided at the request of any current or remainder beneficiary.

**C.** A contestant shall be considered to have predeceased Settler without surviving issue. In this instrument, "contestant" means any person other than a Settler who, directly or indirectly, voluntarily participates in any proceeding or action, which seeks to void or set aside any provision of this trust, or any provision of the Settler's will. The term contest shall include, but not be limited to, the filing of a creditor's claim or prosecution of an action based upon it, an action or proceeding to determine the character, title or ownership of property held in the trust, to challenge the choice of law provision of the trust, or a challenge to the validity of an instrument, contract, agreement, or a beneficiary designation to which a Settler was a party.

**D.** If any provision of this trust document is unenforceable, the remaining provisions shall remain in full force and effect.

**E.** The Settler reserve the right to reside upon any property placed into this trust as the Settlers' permanent residence during her live, it being the intent of this provision to preserve in the Settler the requisite beneficial interest and possessory right in and to such real property, to comply with Sections 196.031 and 196.041 of the Florida Statutes, such that Settlers' possessory right constitutes in all respect, equitable title to real estate as the term is used in Section 6, Article 7 of the Constitution of the state of Florida. Notwithstanding anything contained in this trust agreement to the contrary, the interest of the Settlers in any real property on which the Settler reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personality.

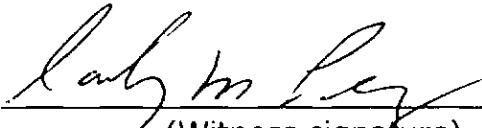
This trust shall be known as the MIRTHA HERNANDEZ COHEN REVOCABLE TRUST.

Executed at Pembroke Pines, FL On 14 May, 2018.  
(City) (State) (Date)

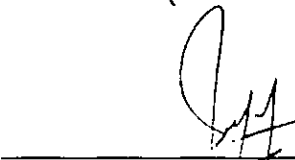
Mirtha de Cohen  
MIRTHA HERNANDEZ COHEN (signature)

FILED  
18 MAY 16 AM 9:17  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Subscribed by the Settlers in the presence of us and of each of us, and at the same time published, declared and acknowledged by them to us to be their Trust, and thereupon we, at the request of the said Settler, in her presence and in the presence of each other, have hereunto subscribed our names as Witnesses this 14 day of may, 2018.

  
(Witness signature)

Residing at 9540 Sevilla Ln Davie Fl 33324

  
(Witness signature)

Residing at 2965 SW 22<sup>nd</sup> Avenue Apart. 103  
Delray Beach Fl 33445

State of Florida

County of Broward

I, the undersigned, an officer authorized to administer oaths, certify that MIRTHA HERNANDEZ COHEN, the Settler, and CARLOS M. PEREZ and FERNANDO M GAMEZ, the witnesses, whose names are signed to the attached or foregoing instrument and whose signatures appear below, having appeared together before me and having been first duly sworn, each then declared to me that:

- 1) The attached or foregoing instrument is the trust of the Settler
- 2) The Settler willingly and voluntarily declared, signed and executed the Trust in the presence of the witnesses
- 3) The witnesses signed the Trust upon request by the Settler, in the presence and hearing of the Settler, and in the presence of each other
- 4) To the best knowledge of each witness the Settler were, at the time of the signing, of the age of majority (or otherwise legally competent to make a Trust), of sound mind, and under no constraint or undue influence; and
- 5) Each witness was and is competent, and of the proper age to witness a Trust.

FILED  
18 MAY 16 AM 9:17  
SECRETARY OF  
TALLAHASSEE

Settler:

Mirtha Cohen  
(Settler signature)

Witnesses:

Carlos M Perez  
(First Witness Signature)

Fernando M Gamez  
(Second Witness Signature)

Address:

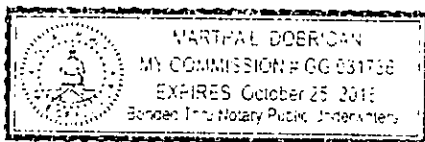
9540 SEVILLA LN DAVIS FL 33324  
(First Witness Address)

2965 SW 22nd Av Delray Beach FL 33445  
(Second Witness Address)

Subscribed, sworn and acknowledged before me, Martha Lucia Dobrican, a notary public, MIRTHA HERNANDEZ COHEN, the Settler, and by CARLOS M PEREZ and FERNANDO M GAMEZ, the witnesses, this 14 day of May, 2018.

SIGNED

Martha Dobrican  
OFFICIAL CAPACITY OF OFFICER



FILED  
18 MAY 16 AM 9:17  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA