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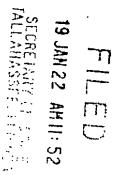
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W18-1031211

## TRANSMITTAL LETTER

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

DOLORES DAILY TRUST AGREEMENT **SUBJECT:** 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: \_\_\_\_\_DOLORES DAILY Name (Printed or typed) 14995 SW 20th Terrace Address Miami, FI 33185 City, State & Zip (305) 554-5154 Daytime Telephone number

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

DOLORES DAILY TRUST AGREEMENT  $_{f A}$  LIVING 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 DOLORES DAILY TRUST AGREEMENT (Name of Trust) Trust hereby affirms in order to file or qualify **FLORIDA** (State) DOLORES DAILY TRUST AGREEMENT, in the State of Florida. (Name of Trust) 1. Two or more persons are named in the Trust. 2. The principal address is 14995 SW 20th Terrace, Miami, F1 33185 3. The registered agent and street address in the State of Florida is: 14995 SW 20th Terrace, Miami, FI 33185 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. 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. Chairman of the Board of Trustees

\$350.00

Certified Copy: \$ 8.75 (optional)

Filing Fee:

CR2E063(3/00)

www.AaronNotary.com

## DOLORES DAILY TRUST AGREEMENT

I, Dolores Daily, of Miami-Dade County, Florida, as sattlement with myself as trustee, this of \_\_\_\_\_\_\_, 2006.

I hereby transfer to the trustee the property listed in the attached schedule and am causing the trustee to be designated as beneficiary of the life insurance policies described therein. That property, the proceeds of those policies, all additional property received by the trustee from any person by will or otherwise, and all investments and reinvestments thereof, are herein collectively referred to as the "trust estate" and shall be held upon the following trusts:

FIRST: During my lifetime the trustee shall pay so much or all of the income and principal of the trust estate to me or otherwise as I direct. If at any time or times I shall be unable to manage my affairs, the trustee may use such sums from the income and principal of the trust estate as the trustee deems necessary or advisable for the care, support and comfort of myself and any person dependent upon me, or for any other purpose the trustee considers to be for my best interests. Any excess income shall be added to principal.

During my lifetime I reserve the right to reside upon any real property which I may place in the trust which is used as my personal residence. It is my intent to retain the requisite beneficial interest and possessory right in and to such property to comply with Section 196.041 of the Florida Statutes, such that said beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this agreement to the contrary, my interest in any real property in which I reside pursuant to this provision of the agreement shall be deemed to be an interest in real property, and not personalty.

For purposes of this agreement, I shall be considered to be unable to manage my affairs if I am under a legal disability or by reason of illness or mental or physical disability am unable to give prompt and intelligent consideration to financial matters. The determination as to my inability at any time shall be made by Salvador Ernesto Najarro and Ana Maritza Farrand, or the survivor of them, and my physician, and the trustee may rely upon written notice of that determination.

SECOND: Upon my death, the trustee shall make the following payments from the principal of the trust estate. The trustee shall pay all expenses of my last illness and funeral, costs of administration including ancillary, costs of safeguarding and delivering devises, claims allowable against my estate (excluding debts secured by real property or life insurance), and unsatisfied pre-residuary devises under my will if my will contains a

residuary devise to this trust. The trustee shall also pay all estate and inheritance taxes assessed by reason of my death, including such taxes on property passing outside this agreement, except that the amount, if any, by which the estate and inheritance taxes shall be increased as a result of the inclusion of property in which I may have a qualifying income interest for life or over which I may have a power of appointment shall be paid by the person holding or receiving that property. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. The trustee may make payment directly or to the personal representative of my estate, as the trustee deems advisable. I hereby waive all rights of apportionment or reimbursement for any payments made pursuant to this article.

Assets or funds otherwise excludable from my gross estate for federal estate tax purposes shall not be used to make the foregoing payments. The trustee's selection of assets to be sold for that purpose or to satisfy any pecuniary gifts, and the tax effects thereof, shall not be subject to question by any beneficiary.

The trustee shall make such elections and allocations under the tax laws as the trustee deems advisable, without regard to the relative interests of the beneficiaries and without liability to any person. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections or allocations under the tax laws made by the personal representative of my estate or by the trustee.

The balance of the trust estate which remains after the foregoing payments have been made or provided for shall be held and disposed of as hereinafter provided.

THIRD: My husband's name is Michael Daily, and he is herein referred to as "my husband." I have four children, namely: Ana Maritza Farrand, Elena Najarro, Salvador Ernesto Najarro and Juan Carlos Najarro. I have two stepchildren, namely: David Daily and Laura Hunt.

After due deliberation, I have made no provision in this agreement for my stepchildren, David Daily or Laura Hunt. For purposes of this agreement, my stepchildren, David Daily and Laura Hunt, shall be deemed to have predeceased me, leaving no lineal descendants.

FOURTH: Upon my death, the trustee shall distribute from the principal of the trust estate:

a) Real property located in Banks County, Georgia, legally described as Lots 1 & 4, Phase 5 of Apple Pie Ridge, Banks County, Georgia, shall be distributed to Ana Maritza Farrand and Juan Carlos Najarro, in equal shares or all to the survivor, and if none, then the distribution shall lapse.

No interest or share of income shall be paid on this distribution. The balance of the trust estate which remains after the foregoing distribution has been made or provided for shall be held and disposed of as follows.

FIFTH: After the distribution described in article FOURTH above has been made then upon my death the balance of the trust estate shall be distributed as follows:

- i) One share of the balance of the trust estate shall be distributed to Ana Maritza Farrand, if alive, and if not alive, then to her lawful lineal descendants, in equal shares, per stirpes, subject to postponement of possession as provided below, and if none, then the share shall lapse.
- ii) One share of the balance of the trust estate shall be distributed to Elena Najarro, if alive, and if not alive, then to her lawful lineal descendants, in equal shares, per stirpes, subject to postponement of possession as provided below, and if none, then the share shall lapse.
- iii) One share of the balance of the trust estate shall be distributed to Salvador Ernesto Najarro, if alive, and if not alive, then to his lawful lineal descendants, in equal shares, per stirpes, subject to postponement of possession as provided below, and if none, then the share shall lapse.
- iv) One share of the balance of the trust estate shall be distributed to Juan Carlos Najarro, if alive, and if not alive, then to his lawful lineal descendants, in equal shares, per stirpes, subject to postponement of possession as provided below, and if none, then the share shall lapse.
- Section 1: Each share of the trust estate which is distributable to a beneficiary who has not reached the age of 30 years shall immediately vest in the beneficiary, but the trustee shall retain possession of the share as a separate trust, paying to or for the benefit of the beneficiary so much or all of the income and principal of the share as the trustee deems necessary or advisable from time to time for his or her health, maintenance in reasonable comfort, education (including postgraduate) and best interests, adding to principal any income not so paid (except that after the beneficiary has reached the age of 21 years, the trustee

shall pay to him or her all the income from the share in convenient installments, at least quarterly), and distributing 1/2 in value of the principal of the share to the beneficiary if he or she has then reached or at such time thereafter as he or she reaches the age of 25 years and the balance to the beneficiary when he or she reaches the age of 30 years or to the estate of the beneficiary if he or she dies before receiving the share in full.

SIXTH: The following provisions shall apply to the trust estate and to each trust under this agreement:

Section 1: If income or discretionary amounts of principal become payable to a minor or to a person under legal disability or to a person not adjudicated incapacitated but who, by reason of illness or mental or physical disability, is in the opinion of the trustee unable properly to manage his or her affairs, then that income or principal shall be paid or expended only in such of the following ways as the trustee deems best: (a) directly to the beneficiary or his or her attorney in fact; (b) to the legally appointed guardian of the beneficiary; (c) to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act; (d) by the trustee directly for the benefit of the beneficiary; (e) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.

Section 2: The interests of beneficiaries in principal or income shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.

The rights of beneficiaries to withdraw trust property are personal and may not be exercised by a guardian, attorney in fact or others.

Section 3: Income received after the last income payment date and undistributed at the termination of any estate or interest shall, together with any accrued income, be paid by the trustee as income to the persons entitled to the next successive interest in the proportions in which they take that interest, except that upon my death the undistributed income shall be added to principal.

Section 4: For convenience of administration or investment, the trustee may hold separate trusts as a common fund, dividing the income proportionately among them, assign undivided interests to the separate trusts, and make joint investments of the funds belonging to them. The trustee may consolidate any separate trust

with any other trust with similar provisions for the same beneficiary or beneficiaries.

Section 5: The trustee shall hold, manage, care for and protect the trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

- (a) To retain any property (including stock of any corporate trustee hereunder or a parent or affiliate company) originally constituting the trust or subsequently added thereto, and to invest and reinvest the trust property in bonds, stocks, mortgages, notes, bank deposits, options, futures, limited partnership interests, shares of registered companies and real estate investment investment trusts, or other property of any kind, real or personal, domestic or foreign; the trustee may retain or make any investment without liability, even though it is not of a quality, marketability diversification considered proper for trust investments;
- (b) To cause any property, real or personal, belonging to the trust to be held or registered in the trustee's name or in the name of a nominee or in such other form as the trustee deems best without disclosing the trust relationship;
- (c) To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the trustee's possession of voting discretion would subject the issuing company or the trustee to any law, rule or regulation adversely affecting either the company or the trustee's ability to retain or vote company securities, shall voted as directed by me if living, otherwise by the beneficiaries then entitled to receive or have the benefit of the income from the trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, and foreclosures and liquidations

connection therewith to deposit securities and accept and hold other property received therefor;

- (d) To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust:
- (e) To borrow money from any lender, extend or renew any existing indebtedness and mortgage or pledge any property in the trust;
- (f) To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property and any reinvestment thereof, and to sell covered call options, from time to time for such price and upon such terms as the trustee sees fit;
- (g) To employ agents, attorneys and proxies and to delegate to them such powers as the trustee considers desirable;
- (h) To compromise, contest, prosecute or abandon claims in favor of or against the trust;
- (i) To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or disproportionate different assets or interests in assets, and no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes; to value the trust property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;
- (j) To deal with, purchase assets from, or make loans to, the fiduciary of my estate or any other estate or trust in which any beneficiary under this agreement has an interest, though a trustee hereunder is the fiduciary, and to retain any assets or loans

so acquired, although not of a type, quality, marketability or diversification considered proper for trust investments; to deal with a corporate trustee hereunder individually or a parent or affiliate company;

- (k) To determine in cases not covered by the allocation of receipts and disbursements between income and principal, except that (i) if the trust is beneficiary or owner of an individual account in any benefit plan or individual employee retirement plan, income earned after death in the account shall be income of the trust, and if the trustee is required to pay all trust income to a beneficiary, the trustee shall collect and pay the income of the account to the beneficiary at least quarterly (and to extent that all income cannot collected from the account, the deficiency shall be paid from the principal of the trust), and (ii) reserves for depreciation shall be established out of income only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for major repair, improvement or renovation, of trust property which the replacement trustee deems advisable;
- (1) To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election;
- (m) To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally-damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property which may have environmental damage;

the trustee may expend trust property to do the foregoing, and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary; and

(n) To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges.

Section 6: A trustee (other than myself) shall render an account of trust receipts and disbursements and a statement of assets at least annually to each adult beneficiary then entitled to receive or have the benefit of the income from the trust. The trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the trust, and any corporate trustee shall receive compensation for its services in accordance with its schedule of fees in effect from time to time. A trustee's regular compensation shall be charged against income during my lifetime and thereafter half against income and half against principal, except that the trustee shall have full discretion at any time or times to charge a larger portion or all against income.

Section 7: A trustee in its discretion may terminate and distribute any trust hereunder if the trustee determines that the costs of continuance thereof will substantially impair accomplishment of the purposes of the trust. The trustee shall terminate and forthwith distribute any trust created hereby, or by exercise of a power of appointment hereunder, and still held 21 years after the death of the last to die of myself and the beneficiaries in being at my death. Distribution under this section shall be made to the persons then entitled to receive or have the benefit of the income from the trust in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.

Section 8: I may resign as trustee at any time by written notice to Salvador Ernesto Najarro. After my resignation, death or inability to manage my affairs, Salvador Ernesto Najarro shall act as successor trustee. In the event Salvador Ernesto Najarro should fail or cease to act as successor trustee then Ana Maritza Farrand shall act as successor trustee.

Any successor trustee may resign at any time by written otice to me if living, otherwise to each beneficiary then ntitled to receive or have the benefit of the income from the

trust. In case of the resignation, refusal or inability to act of all successor trustees acting or appointed to act hereunder, I if living, otherwise the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust shall appoint a successor trustee, provided the successor trustee is a bank with trust powers and assets under management of at least \$250,000,000.00, or a trust company with assets under management of at least \$250,000,000.00.00.

Every successor trustee shall have all the powers given the originally named trustee. No successor trustee shall be personally liable for any act or omission of any predecessor. With my approval if I am living, otherwise with the approval of the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust, a successor trustee may accept the account rendered and the property received as a full and complete discharge to a predecessor trustee without incurring any liability for so doing, except that each successor to me as trustee shall without approval accept the assets delivered to the successor trustees as constituting all of the property to which the successor trustees are entitled and shall not inquire into my administration or accounting as trustee.

The parent or guardian of a beneficiary under disability shall receive notice and have authority to act for the beneficiary under this section.

No trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court. No statute with respect to underproductive property shall apply to any trust under this agreement.

Any corporate trustee acting or appointed to act hereunder may be removed at any time by the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust. Upon a corporate trustee being removed, the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust shall appoint a successor corporate trustee, provided the successor corporate trustee is a bank with trust powers and assets under management of at least \$250,000,000.00.00. or a trust company with assets under management of at least \$250,000,000.00.

Section 9: With respect to any policy of life insurance under thich the death benefits are made payable to the trustee:

- (a) The owner or owners thereof reserve all available benefits, privileges, payments, dividends, surrender values, options and elections, including the right at any time or times to change the beneficiary, to pledge or assign the policy or its proceeds as collateral security for any loan which the owner or owners may obtain from any lender, including a trustee hereunder individually or a parent or affiliate company, and to withdraw the policy if deposited with the trustee, without any duty on the trustee to see to its return.
- (b) The trustee need not pay or see to the payment of premiums or assessments on the policy.
- (c) Upon the death of the insured thereunder the trustee shall take such action as the trustee deems best to collect the policy proceeds, paying the expense thereof from the trust estate, but the trustee need not enter into or maintain any litigation to enforce payment on the policy until indemnified to the trustee's satisfaction against all expenses and liabilities to which the trustee might thereby be subjected. The trustee may release the insurance company from its liability under the policy and make any compromise which the trustee deems proper.
- (d) The insurance company shall not take notice of the provisions of this agreement or see to the application of the policy proceeds, and the trustee's receipt to the insurance company shall be a complete release for any payment made and shall bind every beneficiary under this agreement.
- (e) The trust shall be operative with respect to the proceeds of the policy at the death of the insured thereunder, after deducting all charges by way of advances, loans or otherwise in favor of the owner or owners or any other person, for which the trustee shall not seek reimbursement.

Section 10: If for any reason the trustee is unwilling or unable to act as to any property, such person or qualified corporation as the trustee shall from time to time designate in writing shall act as special trustee as to the property. Any person or corporation acting as special trustee may resign at any time by written notice to the trustee. Each special trustee shall have the powers granted to the trustee by this agreement, to be exercised only with the approval of the trustee, to which the net income and the proceeds from sale of any part or all of the property shall be remitted to be administered under this agreement.

Section 11: To enable trusts to be either completely exempt or nonexempt from generation-skipping tax, or for any other reason, the trustee may divide a trust into two or more separate trusts and may hold an addition to a trust as a separate trust. The rights of beneficiaries shall be determined as if the trusts were aggregated, but the trustee may pay principal to beneficiaries and taxing authorities disproportionately from the trusts. The trustee shall not be liable for deciding in its discretion to exercise or not exercise these powers.

Upon division or distribution of an exempt trust and a nonexempt trust held hereunder, the trustee in its discretion may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur.

If the trustee considers that any distribution from a trust hereunder other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a generation-skipping tax payable by the distributee, the trustee shall augment the distribution by an amount which the trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates.

If the trustee considers that any termination of an interest in trust property hereunder is a taxable termination subject to a generation-skipping tax, the trustee shall pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interest of the beneficiaries.

Section 12: In disposing of any trust property subject to a power to appoint by will, the trustee may rely upon an instrument admitted to probate in any jurisdiction as the will of the donee in may assume that the power was not exercised if, within 3 months fter the death of the donee, the trustee has no actual notice of will which exercises the power. The trustee may rely on any ocument or other evidence in making payment under this agreement

and shall not be liable for any payment made in good faith before it receives actual notice of a changed situation.

Section 13: For purposes of this agreement, the term trustee in the singular may be construed to include the plural and the term trustees in the plural may be construed to include the singular. For purposes of this agreement, the term trustee in the masculine gender may be construed to include the feminine gender and the term trustee in the feminine gender may be construed to include the masculine gender.

The law of Florida shall govern the validity and SEVENTH: interpretation of the provisions of this agreement.

I or any other person may transfer or devise EIGHTH: property acceptable to the trustee, or make the proceeds under policies of life insurance payable, to the trustee to be held under this agreement and may designate the trust to which the property or proceeds shall be added. If the addition is made by will, the trustee shall accept the statement of the personal representative that the assets delivered to the trustee constitute all of the property to which the trustee is entitled, without inquiring into the representative's administration or accounting.

I may at any time or times amend or revoke this agreement in whole or in part by instrument in writing (other than a will) delivered to the trustee. The trust property to which any revocation relates shall be conveyed to me or otherwise as I direct. This power is personal to me and may not be exercised by my quardian, attorney in fact or others.

This agreement shall be known as the Dolores Daily TENTH: Trust Agreement.

IN WITNESS WHEREOF, I have signed this agreement the day and year first above written.

Dolores Daily, individually

and as trustee

We certify that the above instrument was on the date thereof signed and declared by Dolores Daily as her trust agreement in our presence and that we, in her presence and in the presence of each other, have signed our names as witnesses thereto believing Dolores Daily to be of sound mind at the time of signing.

residing at 201 Alhambra Circle, #503

Coral Gables, FL 33134

residing at 201 Alhambra Circle, #503

Coral Gables, FL 33134

residing at 201 Alhambra Circle, #503

Coral Gables, FL 33134

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

We, the undersigned, being Dolores Daily and the witnesses, respectively, whose names are signed to the foregoing instrument, and having been sworn, do hereby declare to the undersigned officer that Dolores Daily in the presence of witnesses, signed the instrument as her trust agreement and that she signed willingly; and that each of the witnesses, in the presence of Dolores Daily and in the presence of each other, signed the trust agreement as a witness.

Dolores Daily

En Pedi

Enry Pickett

Witness

Witness

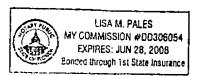
Witness

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 27 day of Jul, 2006, by Dolores Daily, who produced with licenses who are personally known to me.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



19 JAN 22 AH II: 52