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(Requestor's Name)

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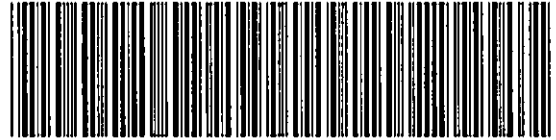
(Business Entity Name)

(Document Number)

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W20-33545



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 30, 2020

ANSARI MOHAMAD

1724 LINDZLU STREET
WINTER GARDEN, FL 34787-4849

SUBJECT: ASAA HERITAGE TRUST
Ref. Number: W20000033545

We have received your document for ASAA HERITAGE 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):

Two Trustees must listed for a Florida Trust.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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

DANIEL L O'KEEFE
Regulatory Specialist II

Letter Number: 020A00006928

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TALLAHASSEE, FLORIDA

J. BRIAN PHILLIPS, P.A.
Attorney at Law

Via Fax only to 850-245-6804

April 3, 2020

Florida Division of Corporations
The Centre of Tallahassee
1455 Monroe Street, Suite 810
Tallahassee, FL 32303

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TALLAHASSEE, FLORIDA

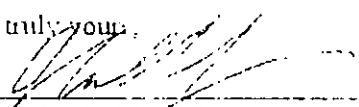
RE: ASAA HERITAGE TRUST - DOCUMENT NUMBER W200003

Please see attached Trust Document for the above-mentioned trust. The document was amended to include a second trustee as required by Florida law. We are requesting that rejected document be replaced with the attached Trust Document.

Also, I am providing you with the EIN Number 34-7099872 that was listed for the Trust to be included on the Sunbiz website.

If you have any questions or issues to discuss, please do not hesitate to contact me. You can be reached directly by email at jason@jbrianphillips.com or (407) 237-0192.

Very truly yours,


Jason Brian Phillips, Esquire
FBN: 89841

Attachments – ASAA Heritage Trust Declaration of Trust
Email from IRS re: EIN issuance

2020 APR -3 AM 11:23

OFFICES: ORLANDO
P.O. Box 621176
Orlando, Florida 32862-1176



OFFICE: (407) 237-0192
E-MAIL: info@jbrianphillips.com

jbrianphillips@qcd.com

J. BRIAN PHILLIPS, P.A.

Attorney at Law

Via Fax only to 850-245-6061

April 1, 2020

Florida Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

ATTENTION: NEW FILINGS

RE: ASAA HERITAGE TRUST - DOCUMENT NUMBER W20000033545

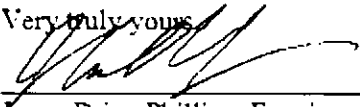
To Whom It May Concern:

Please see attached a Trust Document for the above-reference trust. This document was amended to include a second trustee as required by Florida law. We are requesting that rejected document be replaced with the attached Trust Document.

Also, I am providing you with the EIN Number that was issued for the Trust to be included on the Sunbiz website.

If you have any questions or issues to discuss, please do not hesitate to contact me. I can be reached directly by email at jason@jbrianphillips.com or (407) 237- 0192.

Very truly yours,


Jason Brian Phillips, Esquire
FBN: 89841

Attachments – ASAA Heritage Trust Declaration of Trust
Email from IRS re: EIN issuance

2020-04-01 11:06:06
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OFFICES: ORLANDO
P.O. Box 621176
Orlando, Florida 32862-1176



OFFICE PHONE (407) 237-0192
E-MAIL info@jbrianphillipsesq.com

jbrianphillipsesq.com

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY
ASAA HERITAGE TRUST**

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 ASAA HERITAGE TRUST, a

(Name of Trust)

FLORIDA

(State)

Trust hereby affirms in order to file or qualify

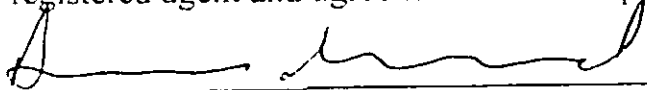
ASAA HERITAGE TRUST

(Name of Trust)

, in the State of Florida.


1. Two or more persons are named in the Trust.
2. The principal address is 1724 LINDZLU STREET, WINTER GARDEN,
FLORIDA 34787-4849
3. The registered agent and street address in the State of Florida is:
ANSARI MOHAMAD, 1724 LINDZLU STREET, WINTER GARDEN,
FLORIDA 34787-4849

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



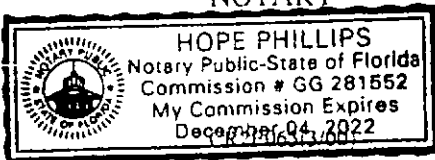
(Signature of Registered Agent)

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



Name: Ansari Mohamad
Chairman of the Board of Trustees

NOTARY



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

Document Number W20000033545

DECLARATION OF TRUST

THIS DECLARATION OF **ASAA HERITAGE TRUST** AS AN IRREVOCABLE TRUST is established this 1st day of April, 2020 through the designee, **SM GROUP INVESTMENTS, INC**, hereinafter referred to as "Settlor" and **SM GROUP INVESTMENTS, INC.**, hereinafter referred to as "Trustee," whether one or more, and **SHAMEENA MOHAMAD** as Co-Trustee. This Trust, **ASAA HERITAGE TRUST**, is being created on behalf of, **ANSARI MOHAMAD, SHAMEENA MOHAMAD, and ANISHA Z. MOHAMED, ANN Z. MOHAMED** which shall be referred to individually and collectively as "Beneficiary", "Beneficiaries", "MOHAMAD", or "MOHAMADS".

ARTICLE I

RECITALS

WHEREAS, the funds in this Trust shall not be deemed to be available to the Beneficiary except as provided herein;

WHEREAS, this Trust is irrevocable;

WHEREAS, the Doctrine of Worthier Title and the Rule in Shelly's Case shall not be applied to construe the terms and provisions of this Trust;

All uses of the word "Trustee" in this Trust Agreement shall be deemed a reference to the person or entity serving as Trustee and shall include alternate or successor Trustees or Co-Trustees, unless the context requires otherwise. These provisions shall apply to this Trust and any subsequent trusts established according to the provisions of this Trust Agreement.

A. PURPOSE AND INTENT

It is the principal purpose and intent of the parties in executing this document to provide

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DECLARATION OF TRUST

for all such care and support, as well as to provide a system for fund handling, fiscal management, investment, and disbursement, habilitation, rehabilitation, and personal attendant services, for the Beneficiaries.

Further, it is the intention of the parties herein that this Trust be used to supplement any benefits received by MOHAMAD or for which MOHAMAD may be eligible through or from various governmental assistance programs including any state or federal agency, including any State of Florida social service agency or the United States Social Security Administration and NOT TO SUPPLANT any such benefits. It is not the intent of this Trust that the funds provided above shall be used to replace any assistance rendered toward MOHAMAD'S maintenance and basic support by family and friends in any way whatsoever. All actions of the Trustee shall be directed toward carrying out this intent. MOHAMAD shall not be considered to have access to income and/or principal of the trust and he has no power to direct the Trustee to make distributions of income and/or principal to him.

The intention of the Settlor is that the assets of this trust shall, to the fullest extent permitted by law, be free from assignment or collection for the satisfaction of the claims of any creditors or government agencies. If this trust were to be invaded by creditors or subject to any liens or encumbrances, or if the terms of this trust were to be applied so as to cause MOHAMAD'S eligibility for public benefits to be terminated, it is likely that the trust assets would be depleted before his death, and the purpose of this trust could not be fulfilled.

C. AUTHORITY

This Trust is a special needs trust that is established pursuant to 42 U.S.C. § 1396p(d)(4)(A), as amended on August 10, 1993, by the Omnibus Budget Reconciliation Act of

DECLARATION OF TRUST

1993, Pub. L. No. 103-66 for the partial benefit of **SHAMEENA MOHAMAD**, a disabled person as defined in § 1614(a)(3) of the Social Security Act. It is intended that **SHAMEENA** be eligible to qualify for Supplemental Security Income and this Trust be an irrevocable trust pursuant to § SI-01120.200.D.2 of the Social Security Administration Program Operation Manual System (POMS).

This Trust and all transfers to it are intended to qualify under Section 1613 of the Social Security Act (42 U.S.C. § 1382b(e)(3)) as amended on December 14, 1999, by Sections 205 and 206 of the Foster Care Independence Act of 1999, H.R. 3443.

This Trust and all transfers to it are intended to qualify as a 42 U.S.C. § 1396p(d)(4)(A)

Trust for the benefit of a disabled person under the age of sixty-five (65) years old, and as such the trust estate shall not be deemed to be an available resource for Medicaid qualification purposes. This Trust is not considered an asset and/or resource of **SHAMEENA's** so as to disqualify **SHAMEENA** from federal and state assistance. **PAYMENTS FROM THIS TRUST SHALL BE SUPPLEMENTAL TO SUCH ASSISTANCE AND SHALL NOT SUPPLANT IT.**

NOW, THEREFORE, in accordance with and in consideration of the following mutual promises, it is agreed as follows:

ARTICLE II ESTABLISHMENT OF THE TRUST ESTATE

A. NAME OF TRUST

This Trust shall be known as the **ASAA HERITAGE TRUST**.

B. INITIAL FUNDING OF TRUST ESTATE

ASAA HERITAGE IRREVOCABLE TRUST

DECLARATION OF TRUST

The initial Trust estate shall be funded with the assets described in the attached Schedule "A" of this Trust Agreement. Thereafter, this Trust may receive funds, from time to time such as rental income, insurance proceeds, distributions, gifts, settlement proceeds, or the like. Other property, real or personal, may be transferred to the Trustee by anyone with the consent of the Trustee. All property held by the Trustee shall constitute the "trust estate." Any distributions so received from any source, shall be held, administered, and distributed in accordance with the terms, conditions and limitations of this Trust Agreement, as set forth above and below.

The Settlor acknowledges that the Settlor will transfer to the Trustee without consideration, the property described above.

ARTICLE III IRREVOCABILITY OF TRUST

This Trust is irrevocable and may not be altered, amended, revised, modified, or terminated in any respect except that the Settlor and/or others may transfer other properties to the Trustee and thereby bring such properties within operation of this trust. The Settlor shall have no further right, title, or interest in any trust created hereunder or in the income therefrom.

A. LIMITATIONS ON SETTLOR'S AND BENEFICIARY'S POWERS

Neither the Settlor nor the Beneficiary (other than by exercising the testamentary power of appointment granted to the Beneficiary in Article V below) shall have any right or power, whether alone or in conjunction with others, in whatever capacity to alter, amend, revoke, or terminate this Trust or any of the provisions of this Trust, in whole or in part; to designate the persons who shall possess or enjoy the trust estate, and/or the income there from; or to exercise any of the incidents of ownership in any property transferred to the Trust.

DECLARATION OF TRUST

ARTICLE IV DISTRIBUTIONS INTENT REGARDING DISTRIBUTIONS

It is the intention of the Settlor that this Trust be a supplemental fund for the benefit of the Beneficiary and that it does not displace or supplant adequate public assistance or other sources of support which may otherwise be available to the Beneficiary. This specifically includes, but is not limited to, benefits provided by programs established by and under the authority of Title XIX of the Social Security Act. It is the Settlor's intent that the Trustee use the principal and income of this Trust to provide the beneficiaries with benefits and services that, in the Trustee's best judgment, are not otherwise adequately available to the MOHAMADS from other sources as or when needed for MOHAMAD'S welfare. Without limiting the discretion of the Trustee to take whatever action the Trustee may consider necessary or advisable for the MOHAMAD'S welfare, in accordance with the purposes of this Trust, Settlor desires that this trust estate be used in ways that will best enable the MOHAMAD'S to lead as normal, comfortable and fulfilling a life as possible.

A. DISTRIBUTION PROVISIONS

(1) The Trustee shall have sole and absolute discretion to determine when and if MOHAMAD needs regular and extra support services as described in the paragraphs above. The exercise by the Trustee of the Trustee's discretion shall be conclusive and binding upon all persons. In no event shall trust property be distributed in such manner that any governmental financial assistance, which would be available to MOHAMAD if this trust did not exist, is in any way reduced, diminished, altered, or denied. All terms of this trust, wherever they may appear, shall be

DECLARATION OF TRUST

interpreted to conform to this primary goal, namely that the governmental financial assistance which would otherwise be available to **MOHAMAD** if this trust did not exist will in no way be reduced, diminished, altered, or denied. **This Trust is explicitly intended to be a discretionary supplemental needs Trust and not a basic support Trust.** It is the express purpose of the Settlor that the Trust estate be used only to **SUPPLEMENT** other benefits received by the beneficiary. It is in no way the intent of the Settlor that this Trust be used to supplant or replace public assistance benefits of any county, state, federal, or other governmental agency that has a legal responsibility to serve persons with disabilities that are the same or similar to those which the disabled beneficiary is or may be experiencing. To this end, the Trustee may provide such resources and experiences as will contribute to and make **MOHAMAD'S** life as pleasant, comfortable, and happy as feasible. Nothing herein shall preclude the Trustee from purchasing those services and items which promote **MOHAMAD'S** happiness and welfare.

(2) The Trustee may, but is not required to, establish a regular monthly amount to be paid as a supplement for **MOHAMAD**, to provide for services **MOHAMAD** needs as a direct result of his disabilities. In the event monthly payments or other advances are distributed to a separate bank checking or savings account for disbursement directly by a designee or agent of the Trustee, the account shall be carried in the name of the Trust and shall bear the Trust's tax identification number. Such monthly payments shall take into consideration other income, if any, available to **MOHAMAD**, including any assistance rendered by family and friends. Such funds should not be used to provide basic food and/or shelter, nor be available to **MOHAMAD** for conversions for such items, unless all local, state, federal, and private benefits for which **MOHAMAD** is eligible and which are appropriate to **SHAMEENA MOHAMAD'S** disability have been applied for those purposes. Any monthly amount established may be reviewed at any time at the discretion of the

DECLARATION OF TRUST

Trustee but shall be reviewed for appropriate adjustment at least annually. All sums received by the Trust which are not needed for MOHAMAD as allowed herein shall be added to the Trust corpus and managed and invested by the Trustee according to the general directions contained in this Trust instrument.

(3) All payments from this Trust which do go to the benefit of MOHAMAD are to be direct payments to the person or persons who supply their goods or services to MOHAMAD at the request of the Trustee or Trustee's agents. However, Trustee may exercise discretion in allowing MOHAMAD'S caregivers such periodic allowances for nominal discretionary spending money, to be used on MOHAMAD'S behalf, as the Trustee shall deem appropriate to the extent that the Beneficiary's eligibility for disability-related benefits is not affected. The Trustee may, but is not required to, designate any individual or entity as an agent for the purpose of making the direct payments referred to herein. Any such designation agent shall provide the Trustee with an accounting of all expenditures made on behalf of the Trust at quarterly or such other intervals as the Trustee shall direct.

B. SPENDTHRIFT PROVISION

No interest in the principal or income of this Trust shall be anticipated, assigned, or encumbered, or shall be subject to any creditor's claim or legal process, prior to its actual receipt by MOHAMAD. Furthermore, it is the Settlor's intent, as expressed herein, that because this trust is to be conserved and maintained for MOHAMAD'S special needs for an indefinite period of time, no part of the corpus thereof, neither principal nor undistributed income, shall be construed as part of MOHAMAD'S "estate" or be subject to the claims of voluntary or involuntary creditors for the provision of care and services, including residential and/or institutional care, by any private parties or persons or public entity, office, department, or agency of the State of Florida, or of any other

DECLARATION OF TRUST

state of the United States, or of the federal government of the United States, or private insurance carriers.

C. COMMINGLING

No public assistance benefits for the Beneficiary of this trust shall be added to this trust.

D. DISCRETIONARY TERMINATION

At any time that a trust or trust share created under this Agreement has, in the judgment of the Trustee, a value so low that the expense of maintaining the trust cannot be reasonably justified, the Trustee may, in the Trustee's discretion, but is not required to, terminate such trust or trust share. In case of such termination, the Trustee shall distribute forthwith the shares so terminated to the beneficiary thereof, subject to any obligations to pay Medicaid, if applicable pursuant to § SI-01120.199 of the Social Security Administration Program Operation Manual System (POMS).

E. MANDATORY TERMINATION

The Settlor directs that this Trust Estate shall terminate in any and all events not later than twenty-one (21) years after the MOHAMADS' death. It is the intent of the Settlor that this Trust Agreement shall be interpreted in such a way so as to not violate any existing rule against perpetuities.

ARTICLE V OFFICE OF TRUSTEE

The Trustee shall be entitled to reasonable compensation from the Trust estate for all ordinary services and reasonable additional compensation for any extraordinary services, all without court order. The Trustee shall be entitled to reimburse himself or herself out of the trust property, with interest as appropriate, for reasonable expenses that were properly incurred in the administration of the trust.

DECLARATION OF TRUST

A. PERSONAL LIABILITY OF TRUSTEE

No Trustee named in this instrument shall be personally liable to any beneficiary or to the Settlor, or to the heirs of either, or to any creditor of the trust or trust estate, for the Trustee's acts or failure to act, except for Trustee's bad faith, willful misconduct or gross negligence. No Trustee shall be liable or responsible for any act, omission, or default of any other Trustee.

B. EMPLOYMENT OF CONSULTANTS

The Trustee may employ attorneys, accountants, investment advisers, corporate fiduciaries, or any other agents or advisors to assist the Trustee in the administration and implementation of this trust, and the Trustee may rely on the advice given by these agents. The Trustee shall pay reasonable compensation for all services performed by these agents from the trust estate out of either income or principal as the Trustee in the Trustee's reasonable discretion shall determine. These payments shall not decrease the compensation of the Trustee.

C. RESPONSIBILITY OF SUCCESSOR TRUSTEE

A successor Trustee shall have the same rights, powers, duties, discretion and immunities as if named as Initial Trustee under this Trust Agreement. No successor Trustee shall be personally liable for any act or failure to act of any predecessor Trustee nor shall successor Trustee have any duty to examine the records of any predecessor Trustee. A successor Trustee may accept the account rendered and the property delivered by or on behalf of a predecessor Trustee as a full and complete discharge of the duties of the predecessor Trustee without further investigation and without incurring any liability or responsibility to any person claiming or having an interest in the trust. The successor Trustee shall not be made subject to any claim or demand by a Settlor or by any beneficiary of the trust estate by reason of its commencing to act as successor Trustee in

DECLARATION OF TRUST

accordance with the provisions of this Article.

D. CO-TRUSTEE

If a Trustee cannot administer the trust because of incapacity, during any period of incapacity the co-Trustee named herein (or appointed as provided herein) shall act as Trustee, having all rights and powers granted to the Trustee by this instrument. Incapacity shall mean any physical or mental condition of the Trustee, whether arising from accident, illness, or other causes, which renders the Trustee unable to conduct the regular affairs of the trust estate, including but not limited to the endorsement for receipt of funds and writing checks for disbursement of funds from the trust estate, which condition of incapacity is probable to extend for a period greater than ninety days. During such time as two or more persons are acting as Co-Trustee, the powers of a Trustee may be delegated to one or more of the Trustees from time to time by execution of a written instrument signed by all of the then acting Trustees provided this provision does not violate any statute of the State of Florida or the laws governing Trusts.

E. BOND-WAIVER

No Trustee shall be required to post bond or security as security for the faithful performance of their duties. However, should a Court of competent jurisdiction determine, upon the application of any interested person, that it is contrary to the best interests of the beneficiary for the trustee not to be bonded, then the trustee shall, as a trust expense, be bonded in such amount as the Court shall determine.

F. STATEMENT OF ACCOUNT

Unless otherwise required by a court of competent jurisdiction, the Trustee shall be excused from filing any inventory or accounting with any court or agency. However, the Trustee shall keep accurate books of record of all transactions pertaining to the trust estate, showing all

DECLARATION OF TRUST

disbursements, charges for the Trustee's services, receipts of principal and income, and all investments and changes of investments. The financial records of the Trustee shall be open at all reasonable times to inspection by the MOHAMADS.

ARTICLE VI POWERS OF TRUSTEE

The Trustee shall have all powers, authorities, and discretions (other than any that conflict with the purpose of this Trust) granted by the statutes of the State of Florida, and under any rule of court. To the extent consistent with the other provisions of this instrument, the Trustee shall

have the powers, duties, and liabilities of trustee set forth in the Florida Trust Code, as amended and in effect. In addition to the general powers described above, the Trustee is expressly authorized and empowered, in the Trustee's sole and absolute discretion, to exercise the powers set forth below in this Article. Generally, the Trustee shall invest the assets of the trust estate in proper and prudent investments with due regard to reasonable diversification, considering the entire portfolio of its estate (and the entire portfolio of any collective investment vehicle, as the case may be) rather than on an individual asset basis.

LIMITED POWER OF TRUSTEE TO AMEND

Notwithstanding the provisions above, the Trustee may apply to a Court of competent jurisdiction for the authority to alter or amend any provisions of this Trust in order to carry out its intent; facilitate the administration of this Trust; and accommodate changes in the tax or any other laws relating to or affecting this Trust; and make changes that are recommended or required, to allow MOHAMAD to qualify, or continue to qualify, for public benefits and service of any kind in any jurisdiction, including but not limited to benefits under the Medical Assistance Program, 42 U.S.C. § 1396 and its successors (referred to as Medicaid in most states); provided however, that

DECLARATION OF TRUST

any such amendment shall not diminish, alter, reduce or otherwise negatively affect the provisions of Article V A(2), above, or the Trustee's duty to make such payments. The Settlor and Trustee specifically recognize and request that any such court modify this Trust Agreement a necessary to insure that the directions for the benefit of the MOHAMADS. are followed an that this trust is not considered an asset and/or a resource of theirs so as to disqualify him from Federal and State Assistance.

TAX PROVISIONS

(1) Settlor Trust

This Trust is a "Settlor trust" for income tax purposes. This means the Beneficiary is taxed on the income earned by the Trust whether or not it is distributed to or for the benefit of the Beneficiary. As such, the Trustee should file an income tax return for the Trust but follow the Settlor trust filing rules.

(2) Income Tax

Notwithstanding any other provision of this Trust, upon the receipt of a tax return prepared as described in section (4), below, the Trustee may pay any income tax liability of the Beneficiary which results from income received by the Trust but properly reported on the income tax return of the Beneficiary. Any Trust funds used to pay any such income tax liability shall be paid from the Trust directly to the appropriate taxing authority and shall not be made to or deemed to be available to the Beneficiary. The Beneficiary shall not have any right to or interest in any such funds paid by the Trustee. Any such funds are not a resource of the Beneficiary and shall not be treated as a distribution of income for purposes of qualification for any state or United States benefit program.

(3) Estate Tax

DECLARATION OF TRUST

The Trustee may pay any United States or state estate or inheritance tax liability which results from the trust estate being included in the taxable estate of the Beneficiary. Any Trust funds used to pay any such tax liability shall be paid directly from the Trust to the appropriate taxing authority.

(4) Tax Return Preparation

In determining the amount the Trustee should pay towards such taxes, the Trustee may rely upon any United States, state or local tax return prepared on behalf of the Beneficiary by a professional tax return preparer. In addition, the Trustee is authorized, in its sole discretion, to retain and/or compensate any tax professional retained by or on behalf of the Beneficiary to prepare the Beneficiary's personal tax returns or the Beneficiary's estate's tax returns.

(5) Tax Refunds

In the event of a tax refund, any amount refunded shall be paid directly to the Trust to the extent such refund is attributable to amounts previously paid from the Trust by the Trustee. For purposes of determining whether an amount is attributable to such prior payments, any refund (including interest thereon) shall be attributed to amounts previously paid by the Trustee to the extent the Trustee made any tax payment for the relevant tax year which has not been previously refunded. For purposes of determining whether an amount previously paid has been previously refunded, any interest included as part of a refund shall not be used to offset a previous payment by the Trustee. The Beneficiary or the Beneficiary's Personal Agent shall execute any letters, powers of attorney or other documents required or requested by the taxing authority in order to allow payment of any refund to the Trust.

In the event that any tax refund which is attributable in whole or part to a prior payment by the Trustee is paid directly to the Beneficiary or anyone else on the Beneficiary's behalf, the

DECLARATION OF TRUST

recipient of such refund or part thereof shall have no interest in or right to such refund or part thereof and shall hold the amount which is attributable to a prior payment by the Trustee as an agent of and for the Trustee and shall immediately turn over such amount to the Trustee.

Notwithstanding the foregoing provisions of this Section (5), the Trustee shall have no obligation to take any action with respect to any tax refund on behalf of the Beneficiary, and the Trustee shall not be liable or accountable to the Beneficiary or the Beneficiary's representative, or any other beneficiary, for any action or inaction concerning any such tax refund. In addition, the Trustee may require reimbursement from the trust estate for all expenses, as well as a special fee for extraordinary services, or, if the trust estate is inadequate, indemnification to the Trustee's satisfaction from the Beneficiary or the Beneficiary's representative, or any other beneficiary, for any action taken, or as a result of any inaction, concerning any such tax refund.

[SIGNATURES FOLLOW ON SUBSEQUENT PAGES]

DECLARATION OF TRUST

IN WITNESS WHEREOF, SM GROUP INVESTMENTS, INC., as Settlor, has hereunto set her hand and executed this Trust Agreement effective the day and year first above written.

SETTLOR:



Ansari Mohamad for SM INVESTMENT GROUP, INC.

Signed, sealed, published, and declared by the said Settlor, Ansari Mohamad for SM GROUP INVESTMENTS, INC., as Settlor of ASAA HERITAGE TRUST, in the presence of the undersigned, who, in her presence, after he has signed his name thereto, and at his special instance and request and by his express direction and in the presence of each other, subscribe the same attesting witnesses thereto.



Witness



Printed Name

Natasha m


Witness



Printed Name

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 1st day of APRIL, 2020, by ANSARI MOHAMAD, who is personally known to me or has produced FLORIDA DRIVER LICENSE as identification and who did/did not take an oath.


Notary Public 04/01/2020

Zaher Majed
State of Florida

My Commission Expires 04/11/2020
Commission No. FF 889875

(Print, type, or stamp commissioned name of Notary Public)

This instrument was acknowledged before me on 04/01/2020 by means of physical presence by

ASAA HERITAGE IRREVOCABLE TRUST ANSARI MOHAMAD

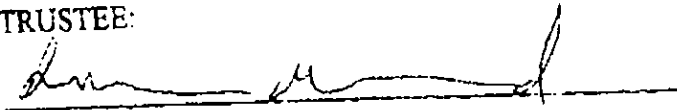
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DECLARATION OF TRUST

ACCEPTANCE BY TRUSTEE

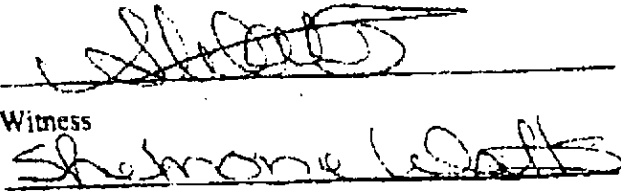
The Undersigned, **Ansari Mohamad for SM GROUP INVESTMENTS, INC.**, hereby accepts the Trust imposed by the foregoing Trust Agreement and agrees to serve as Trustee upon the terms and conditions set forth therein. IN WITNESS WHEREOF, **Ansari Mohamad for SM GROUP INVESTMENTS, INC.**, as Trustee, has hereunto set her hand and executed this Trust Agreement effective the day and year first above written.

TRUSTEE:



Ansari Mohamad for SM INVESTMENT GROUP, INC.

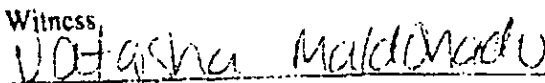
Witness



Printed Name

Shemone Leath

Witness



Printed Name

Zahira Mahmood

STATE OF FLORIDA)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 1st day of April, 2020, by Ansari Mohamad, who is personally known to me or has produced Florida Driver's License as identification and who did/did not take an oath.


 Notary Public


(Print, type, or stamp commissioned name of Notary Public)
 This instrument was acknowledged before me by
 Ansari Mohamad for SM GROUP INVESTMENTS, INC.
 ASAA HERITAGE IRREVOCABLE TRUST
 Page 16 of 18

2020-3 PM 6:05

DECLARATION OF TRUST

ACCEPTANCE BY CO-TRUSTEE

The Undersigned, Shameena Mohamad, hereby accepts the Trust imposed by the foregoing Trust Agreement and agrees to serve as Trustee upon the terms and conditions set forth therein. IN WITNESS WHEREOF, Shameena Mohamad, as Trustee, has hereunto set her hand and executed this Trust Agreement effective the day and year first above written.

co-TRUSTEE:



Shameena Mohamad



Witness



Printed Name



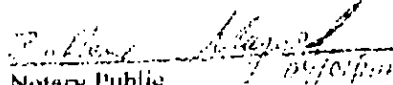
Witness



Printed Name

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 1st day of APRIL, 2020, by SHAMEENA MOHAMAD, who is personally known to me or has produced EE DRIVER'S LICENSE as identification and who did/did not take an oath.


Notary Public

Zaher Majeed
State of Florida

My Commission Expires 04/11/2020
Commission No. FF 069076

(Print, type, or stamp commissioned name of Notary Public)

This instrument was acknowledged before me on 04/01/20 by Shameena Mohamad as Shameena Mohamad
ASAA HERITAGE IRREVOCABLE TRUST

2020-03-11 5:06

DECLARATION OF TRUST

SCHEDULE "A"

This schedule is attached to and forms a part of that certain trust agreement for the ASAA Heritage Trust.

List of Trust Assets as of _____, 2020:

1. Real Property located at 717 Caterpillar Run, Winter Garden, Florida 34787.
2. Real Property located at 7037 Kensington High Boulevard, Orlando Florida 32818.
3. Real Property located at 1710 Hinckley Road, Orlando Florida 32818.
4. Real Property located at 1902 Jennings Court, Orlando, Florida 32808.
5. Real Property located at 5806 Holmes Drive, Orlando Florida 32808.
6. Real Property located at 1032 North Pine hills road Orlando, Florida 32808.
7. Real Property located at 5007 Deauville drive Orlando, Florida 32808.
8. Real Property located at 3311 Prince Diana, Boulevard, Orlando Florida 32818.
9. _____

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Subject: FWD: Your EIN has been Obtained!