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TRANSMITTAL LETTER

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

SUBJECT: THE RODRIGUEZ FAMILY REVOCABLE LIVING TRUST

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

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: JORGE E RODRIGUEZ

Name (Printed or typed)

4704 SW 195H WAY

Address

MIRAMAR, FL 33029

City, State & Zip

(786) 258-2891

Daytime Telephone number

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

THE RODRIGUEZ FAMILY REVOCABLE LIVING TRUST

A FLORIDA 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 THE RODRIGUEZ FAMILY REVOCABLE LIVING, a

(Name of Trust)

FLORIDA

(State)

Trust hereby affirms in order to file or qualify THE RODRIGUEZ FAMILY REVOCABLE LIVING TRUST in the State of Florida.

(Name of Trust)

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

2. The principal address is 4704 SW 195TH WAY,

MIRAMAR, FL 33029

3. The registered agent and street address in the State of Florida is:
JORGE E RODRIGUEZ,

4704 SW 195TH WAY, MIRAMAR, FL 33029

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.

JORGE E RODRIGUEZ

Name:

Chairman of the Board of Trustees



NOTARY PUBLIC
DENISON MOREY
Commission # GG 950738
Expires January 23, 2024
Bonded Thru Budget Notary Services

CR2E063(3/00)

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

Denison Morey
11/13/2020

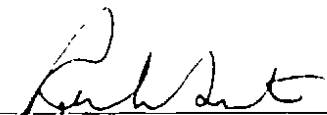
ASSIGNMENT OF SHARES OF
PLAZA RODRIGUEZ CORP., a Florida corporation

Upon the death of **JORGE ENRIQUE RODRIGUEZ** and **BARBARA RODRIGUEZ**, (Assignors) our 100% ownership interest of all outstanding shares of the corporation known as **PLAZA RODRIGUEZ CORP., a Florida corporation** to our trust, **THE RODRIGUEZ FAMILY REVOCABLE LIVING TRUST DATED OCTOBER 29, 2020**, (Assignee).

The Assignors warrants the Assignee that the shares are fully paid up and that Assignors owns the shares free and clear of all encumbrances.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals, the day and year first above written.

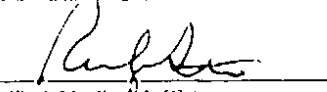
Signed, sealed and delivered in the presence of us:



RUBEN E. DORTA



GRACIELA CORVO



RUBEN E. DORTA



GRACIELA CORVO



JORGE ENRIQUE RODRIGUEZ

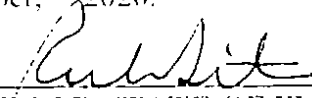


BARBARA RODRIGUEZ

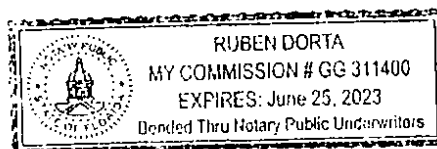
STATE OF FLORIDA)
:SS
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared, **JORGE ENRIQUE RODRIGUEZ** and **BARBARA RODRIGUEZ**, who are personally known to me or who produced FLORIDA U/L/S as identification, who after being duly sworn, deposes and says that they executed the foregoing instrument by means of ☒ **physical presence** of ☐ online notarization, for the purposes therein described and that the allegations contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me in Miami-Dade County, Florida, this 29 day of October, 2020.



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My commission expires:



**JORGE ENRIQUE RODRIGUEZ AND BARBARA RODRIGUEZ
REVOCABLE LIVING TRUST**

**THIS REVOCABLE LIVING TRUST shall be known as THE RODRIGUEZ
FAMILY REVOCABLE LIVING TRUST DATED OCTOBER 29, 2020.**

We, **JORGE ENRIQUE RODRIGUEZ and BARBARA RODRIGUEZ**, "Grantors", whose address is 4704 S.W. 195 Way, Miramar, FL 33029, hereby transfer to **JORGE ENRIQUE RODRIGUEZ and BARBARA RODRIGUEZ** as "Co-Trustee", the property set forth on Schedule "A" attached hereto and made a part hereof, to be held **IN TRUST**, for the purposes and in accordance with the provisions which follow:

ARTICLE I: Lifetime Benefits

Prior to our death, our Trustee shall:

- (1) pay over to us such part or all of the income or principal of this trust as we may from time to time direct;
- (2) pay or apply such part or all of the income and principal of this trust as it may deem necessary to provide for the proper support and maintenance of ourselves and to provide for any medical or other expenses that we may incur and

ARTICLE II: Coordination with Probate Estate

Following our death, our Successor Trustee shall collect all property distributable to our Trustee as a result of our death whether by will or otherwise. In the collection of proceeds payable under any life insurance policies, payment to and receipt by the Trustee shall be a full discharge of the liability of any insurance company, and any such company need not take notice of this agreement or see to the application of any such payment by the

Trustee. All such property, together with all other property constituting this trust (hereinafter referred to as the trust fund), shall be held, managed and distributed as follows:

If our probate estate (excluding the income thereof) has insufficient liquid assets to pay our funeral expenses, claims against our estate, expenses of administering our estate, death taxes chargeable to our estate and to satisfy all pre-residuary devises under our will, our Trustee shall make available to our Executor, from the trust fund, such sum or sums as our Executor in its sole discretion shall determine to be necessary to satisfy such deficiency; provided our Trustee shall not pay to or otherwise make available for the benefit of our estate or our Executor life insurance proceeds, or any other assets, which would otherwise be exempt from the claims of creditors.

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Our Trustee shall pay out of principal those expenses connected with the administration of the trust fund (including but not limited to the attorney's fees and Trustee's commissions) incurred after our death.

ARTICLE III

SECTION 1: Disposition of Income and Principal

Trustee shall care for and manage the trust estate and collect the income derived therefrom, and after the payment of all taxes and assessments thereon and all charges incident to the management thereof, dispose of the net income therefrom and corpus thereof, as follows:

During the lifetime of Grantors, the trustee may pay income of the trust estate and such portions of the principal as the Grantors from time to time may direct to the Grantors, or otherwise as they directs during their life. After the death of the Grantors, the successor trustee shall distribute the trust estate to the following beneficiary or beneficiaries who shall survive us:

Son's Name: **JORGE ENRIQUE RODRIGUEZ**

Date of Birth: July 22, 1985

Wherever in this Trust Agreement the term "children" or "descendants" or "beneficiaries" are use (for the purpose of distribution) the same be deemed to include only our children and grandchildren if our children predeceases us or die in a common accident or disaster.

Upon Grantors death, the trustee shall divide and distribute all principal and undistributed net income of this trust, as follows:

SCHEDULE OF DISTRIBUTION

100% to **JORGE ENRIQUE RODRIGUEZ**

SECTION 2: Death of Child

In the event our son, **JORGE ENRIQUE RODRIGUEZ** predeceases us or should die in or as a result of a common accident or disaster, then his share shall go to our other son, **ENRIQUE RODRIGUEZ**, whose date of birth is March 20, 1980.

We hereby acknowledge that we have another son, **ENRIQUE RODRIGUEZ** to whom we leave nothing unless we are deceased and our son, **JORGE ENRIQUE RODRIGUEZ**, has predeceased or has died in a common accident or disaster.

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SECTION 3: Residuary Distribution

If, at any time following the creation of this trust, Grantors should die without having acquired the rights to the immediate payment of all the property held in trust for them, the trustee shall terminate this trust and pay all property held by the trustee to our heirs at law.

ARTICLE IV: Revocability

We reserve the right to amend or revoke this agreement, without the consent of any other person, by a writing signed by us and delivered to our Trustee; provided that the duties, responsibilities and compensation of our Trustee shall not be altered without our Trustee's written consent.

ARTICLE V: Fiduciary Powers

Upon the death of both of the Co-Trustees, we hereby name our son, **JORGE ENRIQUE RODRIGUZ**, as Successor Trustee and we grant our Trustee and any successor Trustee the authority and power to exercise, in its sole discretion and without court order, in respect of any property forming part of any trust created under this agreement or otherwise in its possession hereunder, all powers conferred by law upon trustees, or expressed in this agreement, and we intend that the powers so granted be construed in the broadest possible manner. In addition, our Trustee shall also have the power, authority and discretion hereinafter set forth.

In the event that our son, **JORGE ENRIQUE RODRIGUZ** predeceases us or should die in or as a result of a common accident or disaster, then we hereby appoint our son, **ENRIQUE RODRIGUZ** as Successor Trustee and we grant our Trustee and any successor Trustee the authority and power to exercise, in its sole discretion and without court order, in respect of any property forming part of any trust created under this agreement or otherwise in its possession hereunder, all powers conferred by law upon trustees, or expressed in this agreement, and we intend that the powers so granted be construed in the broadest possible manner. In addition, our Trustee shall also have the power, authority and discretion hereinafter set forth.

(1) TRUSTEE'S POWER

The Trustee is to have all powers given and granted under the Florida Administration Act (Chapter 737, Florida Statutes) and the Principal and Income Law (Chapter 738, Florida Statutes) which are now in existence, and all amendments to these statutes made after the execution of this Trust Agreement shall apply. In addition, the trustee shall have the power to sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to any security or property, real or personal, held as part of the trust estate, at public or private sale, with or without security, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credits and conditions as the Trustee may deem advisable.

(2) Facility of Payments: To apply for the benefit of, or to the use of, any person, any property, whether principal or income vesting in or payable to such person, without seeing to the

application of the payments so made and for which the receipt of the payee shall fully discharge our Trustee from obligation.

(3) Non-Pro Rata Distribution: To make distributions under this agreement (without the consent of any beneficiary) in cash or in specific property, real or personal, or in undivided interests therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property allocated to any beneficiary (including any trust) and without making pro rata divisions of specific assets.

(4) Holdback Trusts: To withhold distribution of any property, whether principal or income, vesting pursuant to the provisions of this agreement in any person who is then under twenty-one (21) years of age and, if this power is exercised, the continuing power to hold such property in trust for such person; to apply such part of the income or principal therefrom at such times and in such amounts as our Trustee shall deem requisite or desirable for the support and education of such person; and to accumulate and add to trust principal all current income not so applied until such person attains twenty-one (21) years of age, or shall sooner die, whereupon the property then remaining in the trust shall be distributed to such person or to the personal representative of such person's estate, as the case may be.

(5) Elimination of Small Trusts: To terminate or not establish any trust created or to be created under this agreement (other than a qualified charitable remainder trust) whenever the total fair market value of the assets of any such trust is so small that our Trustee's annual fee for administering the trust would be the minimum annual fee set forth in our Trustee's regularly published fee schedule then in effect, or whenever our Trustee determines it would be contrary to the best interest of the beneficiaries by reason of legislation or unforeseen changes or circumstances to create or continue such a trust, in which event the property then constituting or receivable by such trust shall be distributed to the beneficiaries then entitled to the income of such trust. If the beneficiaries of such income depend upon the exercise of our Trustee's discretion, then our Trustee shall distribute such property among those beneficiaries and in such proportions as our Trustee, in its sole discretion, shall determine, and its determination shall be binding and conclusive upon all interested persons.

(6) Transactions Between Related Entities: To sell assets of any trust created under this agreement to itself, as Executor or Trustee of any other trust or estate, to the beneficiaries thereof or to any member of our family at the fair market value thereof, and to purchase assets from any other such trust or estate, or from the beneficiaries thereof, or from any member of our family for any trust created under this agreement at the fair market value thereof; and, to the extent allowed by law, to lend money to itself as Executor or Trustee of such other trusts or estates, or to the beneficiaries thereof, or to any member of our family at rates of interest and with security determined by our Trustee to be adequate; providing our spouse, our parents or our descendants are the respective Grantors' or decedents of such other trusts or estates.

(7) Court Accounting and Bond Excused: Our Trustee shall not be required to qualify, to make or file any inventory, appraisal, account or report to any court or to give bond (unless in each

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instance it is otherwise required to do so notwithstanding this provision), but shall be required to furnish at least annually to each current beneficiary a statement giving a summary of receipts and disbursements during each accounting period and assets on hand at the end of the accounting period. Such accountings are deemed correct and are accepted if no notice to the contrary is received within 90 days.

(8) Merger of Trusts: To merge the assets of any trust created under this agreement (other than a trust qualifying for the marital deduction) with those of any other trust, by whomsoever created, maintained for the same beneficiaries upon substantially the same terms (even though the component trusts differ as to contingent beneficiaries, in which case, if the contingency occurs, the funds may be distributed in such shares as our Trustee, in its sole discretion, deems necessary to create a fair ratio between the various sets of remaindermen); provided, however, that property which would otherwise remain exempt from generation-skipping taxes shall not be merged with any other trust.

(9) Retention of Trustee's Stock: To retain any shares of stock which I may own at the time of our death in our Trustee or in the bank holding company of which our Trustee is a subsidiary or any affiliate company, or in any successor corporation to our Trustee or holding company; to exercise rights to purchase its own stock or securities convertible into its own stock when offered pro rata to stockholders and to purchase additional fractional shares to round out fractional share holdings of its stock occasioned by such exercises or by the receipt of a stock dividend.

(10) Withholding For Taxes: To withhold distribution of an amount of property sufficient, in its judgment, to cover any liability that may be imposed on our Trustee for estate or other taxes until such liability is finally determined and paid.

(11) Investment of Cash: To invest and reinvest any income or proceeds from trust assets in short-term investment funds or accounts pending instructions from me as to the disposition or investment thereof.

(12) Provisions Regarding Holding and Management of Real Property:

(a) To deal with matters involving the actual or threatened contamination of trust property (including interests in sole proprietorships, partnerships or corporations and any assets owned by such business entities) by hazardous substances, or involving compliance with environmental laws. In particular, our Trustee is empowered:

(i) To inspect any such property periodically, as it deems necessary, to determine compliance with any environmental law affecting such property, with all expenses of such inspection and monitoring to be paid from the income or principal of the trust;

(ii) To respond (or take any other action necessary to prevent, abate or clean up) as it shall deem necessary, prior to or after the initiation of enforcement action by any governmental body, to any

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actual or threatened violation of any environmental law affecting any of such property, the cost of which shall be payable from trust assets;

(iii) To refuse to accept property as a trust asset if it determines that such property is contaminated by any hazardous substance or that such property is being used or has been used for any activities directly or indirectly involving hazardous substances which could result in liability to the trust or otherwise impair the value of trust assets;

(iv) To settle or compromise at any time any claim against this trust related to any such matter asserted by any governmental body or private party;

(v) To disclaim any power which it determines may cause it to incur personal liability as a result of such matters, whether such power is set forth in this document, incorporated by reference herein, or granted or implied by any statute or rule of law;

(vi) To decline to serve as Trustee or, having undertaken to serve, resign at any time it believes there is or may be a conflict between it in its fiduciary capacity and in its individual capacity because of potential claims or liabilities which might be asserted against this trust because of the type or condition of trust assets.

(b) Our Trustee shall not be personally liable to any beneficiary or other party interested in this trust, or to any third parties, for any claim against the trust for the diminution in value of trust property resulting from such matters, including any reporting of or response to (1) the contamination of trust property by hazardous substances, or (2) violations of environmental laws related to our trust; provided that our Trustee shall not be excused from liability for its own negligence or wrongful or willful acts;

(c) When used in this document the term hazardous substance shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law, rule or regulation relating to the protection of the environment or human health (environmental law);

(d) On behalf of ourselves and our successors, heirs and assigns, we hereby indemnify and hold harmless our Trustee from and against any and all claims, liabilities, penalties and costs, including attorneys' fees, arising from any claim, demand, order or other action related in any way to (1) the actual or threatened contamination of trust property by any hazardous substance, or (2) the generation, use, treatment, storage, disposal, release (actual or threatened) or discharge on or from trust property or in connection with operations conducted on trust property of any hazardous substance in violation of any environmental law.

(13) Renounce Powers: Following our death, to renounce, in whole or in part, any rights, privileges, powers and immunities granted to our Trustee, whether such rights, privileges, powers and immunities are granted under this agreement or conferred by law, by executing and filing a written renunciation with the clerk of court of the county in which proceedings have been

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commenced for the administration of our estate. Our Trustee's assumption of duties as fiduciary shall not waive or bar our Trustee's right to renounce any right, privilege, power or immunity.

(14) Income and Principal Apportionment: The Trustee shall have discretion to determine whether items should be charged or credited to income or principal, or be apportioned between income and principal, including the power to provide or not to provide a reasonable reserve against depreciation, depletion or obsolescence. The Trustee shall exercise its discretion in such manner as it may reasonably deem equitable and just under all the circumstances and regardless of whether such items are charged or credited to or apportioned between income and principal as provided in Florida Statutes.

Notwithstanding any other provision of this agreement to the contrary, no power or authority conferred by law or expressed or specifically incorporated in this agreement shall be exercised in a manner which would cause any distribution hereunder for the benefit of our spouse which would otherwise qualify for the federal estate tax marital deduction to fail to qualify for such deduction. Our spouse shall have the power to require our Trustee to make productive any non-income producing property in any trust which would otherwise qualify for the federal estate tax marital deduction, or to convert such property into productive property within a reasonable period of time.

ARTICLE VI: Resignation

Our Trustee or any Successor Trustee may resign during our lifetime by giving me thirty (30) days notice in writing, whereupon I shall have the right to appoint a Successor Trustee. Delivery to the Successor Trustee or to me, if we do not appoint a Successor Trustee, and proper accounting for all property received and disbursed by our Trustee shall discharge our Trustee from all responsibility and liability with respect to and in connection with this trust.

After our death our Trustee, or any Successor Trustee, may resign as Trustee of any trust being held under this agreement in a writing signed and acknowledged and delivered to all current adult income beneficiaries of such trust, such resignation to be effective upon a successor Trustee being appointed to act in its place. No judicial proceeding shall be necessary. A majority of the beneficiaries entitled to receive such notice shall have the power to sign an acknowledged writing delivered to the then acting Trustee appointing a successor Trustee.

Any Successor corporate Trustee domiciled outside the State of Florida and duly appointed hereunder, shall be authorized to remove any personal property constituting the principal of such trust to the domicile of the successor corporate Trustee; provided that the laws in the State of Florida shall continue to govern the rights of beneficiaries in such property and the manner in which such trust is construed and administered.

Any Successor Trustee is authorized and directed to accept from any prior Trustee the assets delivered by such predecessor on the basis of the predecessor's accounting for such assets without requiring an audit or other independent accounting of the transactions, acts or omissions

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of such prior Trustee, and any successor Trustee shall not have any duty, responsibility, obligation or liability whatsoever for the acts or omissions of such prior Trustee.

ARTICLE VII: Situs

This agreement shall be construed and the trusts created by this agreement shall be regulated and governed in accordance with the laws of the State of Florida.


ARTICLE VIII: Compensation of Fiduciary

The Trustees, and Successor Trustee named herein shall not be entitled to receive any fees or commissions for acting as such. However, an institutional corporate trustee shall be legally entitled to receive a reasonable fee for acting as such. Such fee shall be the normal, customary and usual fee charged by the institutional or corporate trustee for similar trusts set out or published in the fee schedule of the corporate Trustee at the time services are rendered. The Trustee shall collect such fees from the income of the Trust Fund.


ARTICLE IX: Homestead Property

The Settlor reserve the right to reside upon any real property placed in this Trust as their permanent residence during their life, it being the intent of this provision to retain for the Settlor the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficiary interest and possessory rights constitute in all respects, "equitable title to real property" as the term is used in Section 6, Article VII of the constitution of the state of Florida.

The foregoing instrument was on this 29 day of October, 2020, signed, sealed and published by **JORGE ENRIQUE RODRIGUEZ** and **BARBARA RODRIGUEZ**, as their **REVOCABLE LIVING TRUST**, in the presence of us the undersigned, who at their request and in their presence and in the presence of each other have hereunto subscribed our names as witnesses thereto.



GRACIELA CORVO, Witness
6011 West 16 Avenue
Hialeah, FL 33012




ANADALYS VALLADARES, Witness
6011 West 16 Avenue
Hialeah, FL 33012

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STATE OF FLORIDA)
:SS
COUNTY OF MIAMI-DADE)

I, **JORGE ENRIQUE RODRIGUEZ** and **BARBARA RODRIGUEZ**, and **GRACIELA CORVO**, witness and **ANADALYS VALLADARES**, witness, respectively, whose names are signed to the attached and foregoing instrument, being first duly sworn, do hereby declare to the undersigned officer that they signed the instrument as their Revocable Living Trust and that they signed voluntarily (or directed another to sign for them and did so voluntarily) and that each of the witnesses in the presence of each other signed the Trust as a witness and that to the best of the knowledge of each witness was at that time, 18 or more years of age, of sound mind and under no constraint or undue influence.



JORGE ENRIQUE RODRIGUEZ,
Grantor



BARBARA RODRIGUEZ,
Grantor



GRACIELA CORVO, Witness



ANADALYS VALLADARES, Witness

ACCEPTANCE CLAUSE

In Witness whereof, we do hereby sign and seal this instrument and our Trustee in executing same hereby acknowledges receipt of property set forth on Schedule "A" and accepts the trust created hereunder and covenants to faithfully discharge all duties of its office as Trustee, this 29 day of October, 2020.



JORGE ENRIQUE RODRIGUEZ, as Grantor



BARBARA RODRIGUEZ, as Grantor

Jorge Enrique Rodriguez
JORGE ENRIQUE RODRIGUEZ, as Trustee

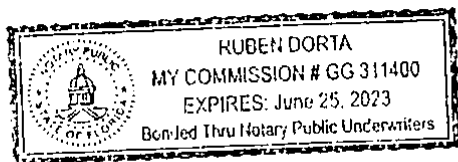
Barbara Rodriguez
BARBARA RODRIGUEZ, as Trustee

STATE OF FLORIDA)
 :SS
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared, **JORGE ENRIQUE RODRIGUEZ and BARBARA RODRIGUEZ**, who are personally known to me or who produced FLORIDA D/C as identification, who after being duly sworn, deposes and says that they executed the foregoing instrument by means of ☒ physical presence of ☐ online notarization, for the purposes therein described and that the allegations contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me in Miami-Dade County, Florida, this 29th day of October, 2020.

Ruben Dorta
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My commission expires:



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SCHEDULE "A"

Real property located at:

4704 S.W. 195 Way
Miramar, FL 33028

Legally described as follows:

Lot S32 OF SUNSET LAKES PLAT THREE, according to the Plat thereof, as recorded in Plat Book 170, at Page 140, of the Public Records of Broward County, Florida.

Parcel Identification No.: 5139 36 02 3300

Corporations

Plaza Rodriguez Corp., a Florida corporation

Santa Barbara Bendita Inc., a Florida corporation

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