





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

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 Commoner Trust, a  
(Name of Trust)

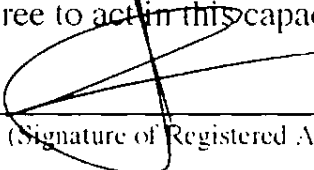
Florida Trust hereby affirms in order to file or qualify  
(State)  
Commoner Trust, in the State of Florida.  
(Name of Trust)

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

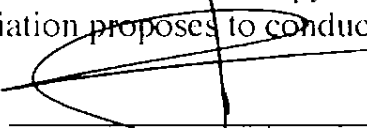
2. The principal address is 4200 South Rd  
North Fort Myers, FL 33917

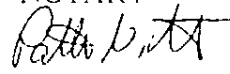
3. The registered agent and street address in the State of Florida is:  
Andres F. Rojas  
4200 South Rd. North Fort Myers

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: Andres F. Rojas  
Chairman of the Board of Trustees

NOTARY  
  
Patti Nickels  
(CR21063(3/00))

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

CONTRACT and DECLARATION of PRIVATE TRUST

Created by the Common Law Right of Contract

The Private Participants to this Contract

Create the Private Trust of

Commoner Trust

## **DECLARATION of PRIVATE TRUST**

This Private Trust is established under the Common Law Right of Contract within the State of Florida by and between the undersigned Grantor/Creator Andres F. Rojas, Trustee Andres F. Rojas, Trustee Keila D. Pereira, Successor Trustee Juan F. Rojas and Successor Trustee Miriam C. Alvarez as an Irrevocable Private Trust and shall be administered by the people holding legal title to the Trust assets in the Trust, not as individuals, but collectively as herein set forth and are empowered to function under the name of the Private Trust for the benefit of the beneficiaries. To reserve privacy, beneficiary (ies) is/are named in Trust Minutes.

## **DECLARATION of AUTHORITY**

This Contract shall serve as the Board of Trustee's, and/or Agent's guide from time to time, directed by further resolutions of the Board of Trustees, covering contingencies as they arise and are recorded in the Minutes of its meetings. Trust Minutes are a portion of the rules and regulations of this Trust. The said Minutes are to be substantiated by all members of the Board of Trustees. Such authority as awarded herein is possessed by the Board of Trustees of this Trust alone, thus leaving for determination of the courts only the question of conscientious dealing of those persons, or their Agents.

The Board of Trustees shall have all the power necessary, convenient or appropriate to effectuate the purpose of this Trust; and shall take any action which it deems necessary or desirable and proper to carry out such purposes, provided however, that those purposes and actions shall not be inconsistent with other provisions herein, or contrary to law. Any determination of the purpose of this Trust, made in good faith by the Board of Trustees, shall be conclusive. In construing the purpose of this Trust Indenture Declaration and Trust Minutes, the presumption shall be in favor of the grant of power to the Board of Trustees.

## **NAME and SITUS of TRUST**

The present name and situs address of this Private Irrevocable Trust shall be as set forth below, but the Board of Trustees shall have the power to change the situs to any other place which shall be deemed necessary to the operation of this Trust. For purposes of receiving mail, the following address will be used:

### **Private Trust Mailing Address**

4200 South Rd.  
North Fort Myers.  
33917.

## **AGREEMENT of CONTRACT**

### TERM of TRUST

1. This Trust shall be established for an initial term of 21 years. The Board of Trustees shall be empowered by unanimous decision to renew its operation for new terms, each term not to exceed 21 years, ad infinitum. The Trustees, at their unanimous discretion, may terminate the Trust at an earlier date and distribute assets to the Beneficiary (ies) as their pro rata interests appear or vest after the death of all Beneficiaries.

### FUNDING of TRUST

2. That the Grantor/Creator shall execute and cause to be delivered to the Trustees of this Trust all documents necessary to convey rights, title, and interest in and to any real property transferred to this Trust and other such documents as may be required to transfer and convey all rights, title, and interest in and to any personal property, notes receivable, stocks, bonds, or other investments which the Grantor/Creator grants to the Trust hereby created and which the Trustees shall hold title to collectively as the Board, for the benefit of the Beneficiaries. Schedule A form can be attached to grant additional assets into the trust.

### TRUSTEE RESIGNATION

3. Upon proper notice to the Board of Trustees, any Trustee with proper signed resignation, may withdraw from the Board. The protector, if appointed, shall have the right to designate a Successor Trustee. If no Successor Trustee is designated by a Protector, the remaining Board of Trustees shall have the right to designate a Successor Trustee. Such Successor Trustee shall not be liable or responsible in any way for the acts or defaults of any predecessor Trustee; but the Successor Trustee shall be liable only for his/her own acts or defaults with respect to the Trust funds and/or assets actually received by him/her as Trustee. Every Successor Trustee shall be vested with all the duties, rights, titles, and powers, whether discretionary or otherwise, of the original Trustee.

### DISTRIBUTION of BENEFICIAL UNITS

4. That in equal exchange for the conveyances described in this Contract, the Trustees shall issue to the Grantor/Creator named herein a Certificate evidencing one hundred (100) Units of Equitable Ownership. These Units are non-transferable. The Trustees, on written order of the Grantor/Creator, shall transfer the future right to receive distribution of said 100 Units of Equitable Ownership to, and among, the designated Beneficiaries, if any, by cancelling the original Certificate and issuing new Certificates of Beneficial Interest. This right of distribution of the Beneficial Interest is personal property of the holder, and all rights to that property are possessed by the holder.

### UNITY of BOARD of TRUSTEES

5. The Trustee(s) so nominated and appointed, shall administer this Trust, sitting as Board of Trustees, for the benefit of this Trust as a whole, and not as individuals for separate Trusts, through which they are associated.

#### DEATH of TRUSTEE

6. The Protector, if appointed, or the Board of Trustees shall designate one or more Successor Trustees. Upon the death, permanent disability, or resignation of any Trustee of this Trust, the Protector, if appointed, or the Board of Trustees shall by unanimous vote, if they deem necessary, appoint one or more of the Successor Trustees to be a Trustee. Should there be no Protector appointed, or be no remaining Trustees to appoint a Successor Trustee, the Beneficiaries may, by unanimous vote, appoint one or apply to a court of competent jurisdiction to appoint one, who shall have all powers of the original Trustees.

#### TRUSTEE'S AGREEMENT of DUTIES

7. By signing and acknowledging this Agreement, the herein appointed Trustees accept, and will perform, all of the duties incumbent upon them as Trustees of this Trust. Whenever new or Successor Trustees are elected or designated for this Trust, the property of this Trust shall be vested in them collectively as the Board of Trustees without the need of any further act or conveyance.

#### ADDITIONAL CORPUS

8. The Grantor/Creator or any other person may, with the Board of Trustees' consent, at any time during the term of this Trust, add to and increase the Trust's corpus by making donations or grants thereto.

#### TRUSTEE'S ACCEPTANCE of CONTROLS of CORPUS

9. The Trustees hereby accept control over the corpus of this Trust and by their signatures to this document, they agree to fulfill the duties therein set forth and that they pledge their best efforts and interest to preserving and protecting the assets of this Trust for the benefit of the Beneficiaries.

#### MINUTES of TRUST

10. The Trustees shall meet from time to time to enact Minutes which, when entered into the records of the Trust, shall constitute the authority and the official guide for the actions of the Trustees and/or Agents in executing their duties. Such Minutes shall conform to the guidelines and mandates set forth in this Indenture and shall be binding. These Minutes are to be kept private, and are not to be loaned, read, or disclosed to anyone at any time, unless it is determined by unanimous consent of the Board of Trustees of this Trust that disclosure of a particular Minute would be in the best interest of this Trust. Notarization is not required when inked fingerprints or signatures of all the Trustees appear in the Minute's sheet(s).

#### DESIGNATION of TRUSTEES

11. The Board of Trustees may elect one of their number as an Executive Trustee, Secretary Trustee, Treasure, Manager, and/or any position the Board of Trustees deems necessary. The Board of Trustees, through instructions received from the Grantor, shall appoint a Protector, whose sole responsibility shall be to protect the interests of the Beneficiaries hereof, by having the power to remove any Trustee, upon written notice, when it has been determined that said Trustee has acted in bad faith or in violation of these Indentures. The Protector may appoint a qualified Trustee or Successor Trustee as replacement. In the event a Protector resigns, is incapacitated or dies, the Beneficiaries shall, if so desired, provide the Trustees a selected Successor Protector. If the Trustee fails to appoint the selected Protector, the Beneficiaries may apply to a court of competent jurisdiction to resolve the dispute.

#### DUTIES of TRUSTEES

12. It shall be the duty of the Trustees to manage the Trust properly for the benefit of the Beneficiaries in a manner which said Trustees deem the most desirable and beneficial. In doing so, the Trustees may perform any act that would be legal and proper for an individual, subject to the restrictions of applicable law and the provisions contained in these Indentures. Further, that the Trustees, by duly recorded Minutes, adopt their own rules and regulations to be guided in carrying out their duties as Trustees.

#### BANK ACCOUNT, FINANCIAL ACCOUNTING

13. The Trustees shall, if deemed appropriate or necessary, establish a separate bank account or other means of financial accounting for this Trust, in which funds shall be secured; and the Trustees shall determine the authority by which payments may be distributed or withdrawn from said funds.

#### DECISION of MONEY DISBURSEMENTS

14. No decision of the Trustees, or any disbursements of funds, shall be effective or binding unless authorized by the Board of Trustees, and properly entered as a Minute in the permanent record of the Trust. However, the Board of Trustees may confer upon a designated Trustee and/or Agent certain limited powers, to make day to day necessary disbursements and other decisions in the due course of ordinary concerns. Such disbursements and decisions shall be subject to subsequent review and approval by Board of Trustees.

#### REGULAR MEETINGS of BOARD of TRUSTEES

15. The Trustees shall, by a Minute properly inscribed in the official record, make provision as to the time and place for holding regular meetings. No decision shall be effective or binding unless ratified by the Board of Trustees. An emergency meeting of the Board shall be called, upon written request of any member of the Board of Trustees, to take place at a specified time and place.

#### RECORDS of TRUST

16. The Trustees shall maintain well-kept books, accounts and records, and shall preserve proper Minutes of meetings and record all decisions therein relative to this Trust. All such records shall thereafter and permanently be available to the Trustees at all times, but shall be kept private.

#### CONTRACTING of SERVICES

17. The Trustees may contract for services deemed necessary or desired for the proper operation of this Trust. The Trustees may compensate anyone, including themselves, in a reasonable amount, for necessary functions performed incidental to the operation of this Trust. All such compensation shall be fixed and paid at the discretion of the Board of Trustees, however any Trustee may waive compensation for services rendered.

#### TRUSTEES REMOVAL

18. A Trustee may be removed as fiduciary by the unanimous vote of the Board of Trustees, by the Protector or by a court of competent jurisdiction, when found guilty of fraud, theft, conversion, or other legal cause. This action may be brought by the Grantor/Creator, a Trustee, or a named Beneficiary.



#### LIABILITY of TRUSTEES

19. The Trustees of this Trust shall serve without bond, and that, as individuals, none of them shall be held responsible for any debts or obligations incurred by this Trust, except for the actions of any Trustee found by a court of competent jurisdiction to be fraudulent or otherwise illegal.

#### USE of TRUST'S PROCEEDS

20. The proceeds of this Trust shall not be accessed for relief for the Grantor/Creator's judgments or other personal legal obligations. Trust's proceeds are for use as Trustees decide, without limits, in the best interest of the Beneficiaries to this Trust.

#### DISTRIBUTION of PROCEEDS

21. The Trustees must distribute to the Beneficiaries all or any portion of the proceeds of this Trust, after necessary costs and expenses of the Trust are paid. When any such distribution is made, it shall always be in direct ratio to the proportional right to receive distribution held by Beneficiaries, as evidenced by the Certificates. Specific distribution on an itemized basis can be found in Minutes and/or the Schedule A form(s). "Proceeds" mean any increase of the Corpus of this Trust which may be identifiable as taxable either by law or by voluntary submission.

#### DISTRIBUTION to BENEFICIARIES

22. No distribution or other benefit shall accrue to any Beneficiary or other individual, except as set forth in these Indentures. The Trustees shall determine what constitutes principle of Trust assets, total proceeds therefrom, distributable proceeds to the Beneficiaries, and shall allocate between principle and proceeds.

#### AUTHORITY to LEND/BORROW MONEY, MAKE INVESTMENTS

23. The Board of Trustees shall have the power to lend money, or to borrow funds, for the benefit of the Trust, using Trust assets as collateral. That it may also make any desirable investments, then available under existing law; but they shall have no authority to perform any actions prohibited in these Indentures.

#### TRUST is IRREVOCABLE

24. This Declaration of Private Trust creates only an Irrevocable Trust, and not a Corporation, Partnership, or Association.

#### TRUST is a SEPARATE ENTITY

25. The Trust created herein is a separate and independent entity and, as such, cannot be held legally responsible for any debt or obligation incurred personally as an individual by the Grantor/Creator, any Trustee and/or Agent, or any Beneficiary.

#### BENEFICIARIES CONTROL of TRUST

26. No Beneficiary, as such, shall be empowered to control the Trustee and/or Agents in any way, nor to dictate management or investment policy of the Trust, nor to determine the disbursement of the Trust proceeds or corpus. However, the Trustees, at their discretion, may inform the Beneficiaries of the financial condition, operation, and activities of the Trust.

#### OPERATION and CONTINUITY

27. Neither the death, insolvency or bankruptcy, or the removal as fiduciary of any Trustee or Agent, or any holder of a Certificate of Beneficial Interest or equitable ownership shall in any way effect the operation or continuity of this Trust.

#### LIABILITY of TRUSTEES

28. The Trustees and/or Agents shall not personally be liable or responsible while performing their duties according to the mandates of this Trust for any investment or other losses or problems resulting from no fault of their own. However, that the Trustees may be removed from the Board of Trustees and they and/or the Trust because of fraud, theft, conversion or other legal cause.

#### TRUSTEE'S STATEMENT of LIMITED LIABILITY

29. Since this Trust confers limited liability upon the Trustees and/or Agents and Beneficiaries thereto, a statement of declaratory of such limited liability shall be printed clearly on all contracts made by and between the Trustees or Agents of this Trust, or a representative thereof, and any third party or parties to such contract, furthermore, this Trust shall be responsible only for its own obligations and never for those of any Grantor/Creator, Trustee, Agent or Beneficiary.

#### NUMBER of TRUSTEES

30. The Board of Trustees of this Trust shall consist of one or more persons, but said Board can consist of as many Trustees, including legal persons, as shall be determined by unanimous decision of said Board, when duly entered in the Minutes.

#### DEATH of a BENEFICIARY

31. If any Beneficiary hereunder dies before the dissolution of this Trust, the Certificate issued to any such Beneficiary shall immediately become null and void, and thereupon the Board of Trustees shall issue a new Certificate to such new Beneficiaries according to written instructions received by the Board of Trustees from the Beneficiary. If no written instructions are received by the Board of Trustees, they shall transfer the right to receive distribution evenly to any surviving Beneficiaries. Should a Beneficiary voluntarily relinquish interest or a change in Beneficiary is required, Board of Trustees and Protector, if appointed, will convene to choose the new Beneficiary (ies). If no Protector exists, the Board of Trustees shall select the new Beneficiary (ies).

#### INTEREST of BENEFICIARY

32. That any Beneficiary, primary or otherwise, in the corpus or proceed of the Trust shall not be subject to assignment, alienation, pledge, attachment, or claims of creditors, and shall not otherwise be voluntarily or involuntarily alienated or encumbered by the Beneficiary, or anyone else.

#### JURISDICTION and DOMICILE

33. This Trust chooses to be, and is, per this mandate, under Ecclesiastical Jurisdiction as defined in the collection of books containing the revealed will of Jesus Christ, teaching us to follow The Golden Rule: *Do No Harm To Others or Their Property*. However, when appropriate as deemed by the Board of Trustees, the actions of this Trust shall be interpreted and confined under the Common Law of the jurisdiction of its

current domicile, if appropriate, but in such case the Trust retains all secured rights and absolute sovereign immunity from all outside interference. The Board of Trustees shall have the power to change the domicile of this Trust to any place which shall be deemed prudent, necessary, appropriate, desirable, or convenient as determined by them.

#### GROWTH OPPORTUNITY

34. This Trust may engage in any type of growth opportunity the Board of Trustees deem to be in the best interest of the Trust, including, but not limited to, buying, selling, borrowing, loaning, pledging or hypothecating assets, and owning stock or entire Corporations, Partnerships, or Associations.

#### SALE of PROPERTY

35. The Board of Trustees shall decide, without limitation, the sale of any assets or property as they deem in the best interests of the Beneficiaries.

#### CONFORMITY with LAW

36. Any questions as to the validity, purpose or intent of this Trust shall be interpreted in accordance with appropriate jurisdictional law. Nothing herein contained shall be construed as an intent to evade or contravene any law, by authority of the Constitution for the united states for America, nor any other foreign country or foreign state should this Trust become subject to such foreign jurisdiction as deemed by the Board of Trustees. All Trustees and Beneficiaries to this Trust take Jesus Christ as their savior, intercessor and sole authority over their existence for eternity.

#### INVALIDITY of PORTIONS of TRUST

37. If any provision of this Declaration of Trust and Contract or its application to any person or circumstance is held invalid by an order of the court of competent and lawful jurisdiction, the remainder of this Declaration of Trust and Contract or the application of its provisions to other persons or circumstances is not affected. No court's authority is recognized to intercede and that Jesus Christ is sole authority for all Trustees and Beneficiaries to this Trust.

#### RIGHT of PRIVACY

38. The lawful right to privacy, the actions and decisions of the Board of Trustees and/or Agents, as well as the day-to-day affairs of the administration of this Trust shall remain a permanent part of the corpus of this Trust under Common Law Copyright, and shall remain within the records of this Trust. This Trust and its Trustees and/or Agents shall have all the rights afforded to them.

#### PUBLIC COMMERCE ALLOWED

39. This Trust is specifically allowed to engage in public commerce. The Corpus of this Trust can be utilized in transactions of barter or other non-monetary operations.

#### TOTALITY of AGREEMENT

40. This Trust Indenture is the totality of the Trust Agreement, and no other agreements exist. This Agreement can only be modified or added to by the Board of Trustees, as recorded in the Minutes of their meetings, but cannot be altered in its basic intent.

Witness whereof the Creator hereof and Grantor hereto and the Acceptor hereof, for themselves, their heirs, successors, and assigns, have hereunto set their hands and seals in token of conveyance, delivery and acceptance of property, assets, or other things of value, and the obligations and duties herein as imposed and expressed, with expressed reservation of their Inherent and Unalienable Rights, of their secured birthright, claim of Superior Title to oneself, and political status, secured by the Constitution of the united states for America (1787), (Article 4:2:1), and of the lesser Uniform Commercial Code (UCC) 1-207/1-308 with reservation of all of our Rights, 3-402 authorized representative without liabilities of all caps name, 1-103.6 in private capacity reserved completely in Common Law

GRANTOR/CREATOR'S SIGNATURE: \_\_\_\_\_

PRINTED NAME: Andres F. Rojas

DATE: 10 / 26 / 2021

TRUSTEE'S SIGNATURE: \_\_\_\_\_

PRINTED NAME: Andres F. Rojas

DATE: 10 / 26 / 2021

TRUSTEE'S SIGNATURE: \_\_\_\_\_

PRINTED NAME: KARLA O. PEREIRA

DATE: 10 / 26 / 2021

SUCCESSOR TRUSTEE'S SIGNATURE: \_\_\_\_\_

PRINTED NAME: JUAN F. ROJAS

DATE: 10 / 26 / 2021

SUCCESSOR TRUSTEE'S SIGNATURE: \_\_\_\_\_

PRINTED NAME: Miriam NUNEZ

DATE: 10 / 26 / 2021

NOTARY ACKNOWLEDGMENT:

I, Sara Pisciotta in the State of Florida and county of Lee acknowledge the foregoing instrument was presented and signed before me this 26th day of October 2021, having satisfactorily proven to be the persons whose names are subscribed within.

NOTARY SIGNATURE: Sara Pisciotta

COMMISSION EXPIRATION: 8 / 13 / 24



Sara Pisciotta  
Notary Public  
State of Florida  
Comm# HH007888  
Expires 8/13/2024

2021 OCT 26 11:22