

D23000000012

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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MAIL

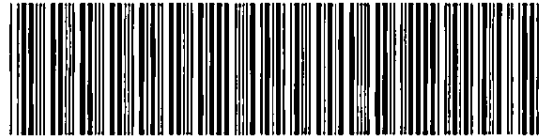
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000404398460

S. CHATHAM

MAR 21 2023

FILED

2023 MAR 22 AM 10:05

TRANSMITTAL LETTER

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

SUBJECT: DECLARATION OF 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: JOHN McCART
Name (Printed or typed)
300 2nd Street 6th floor
Address
Fort Lauderdale Florida 33301
City, State & Zip
585- 230- 6253
Daytime Telephone number

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

NUAC PMAF

A INVESTMENT 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 NUAC PMAF, a
FLORIDA (Name of Trust)
Trust hereby affirms in order to file or qualify
(State)
NUAC PMAF, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 300 SE 2ND STREET SUITE 600
FORT LAUDERDALE, FLORIDA 33301
3. The registered agent and street address in the State of Florida is:
NUAC VENTURE CAPITAL LLC, 300 SE 2nd STREET
FORT LAUDERDALE, FLORIDA 33301
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.

NOTARY


Name: Eddie Manuel Nunez
Chairman of the Board of Trustees

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

CR2E063(3/00)

*see attached State of FL Notary
Acknowledgment*

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2023 MAR 22 AM 10:05
SECRETARY OF STATE
FLORIDA

Clear/Reset

WELLS
FARGO

Acknowledgment by Individual

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 16th day
of March, 20 23, by means of ☒ physical presence or ☐ online notarization

Eddie Manuel Nunez (name of person acknowledging).

- ☐ Personally known to me
☒ Produced Identification

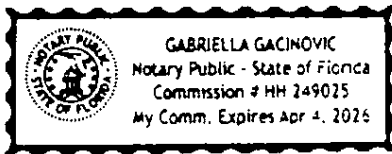
Type of Identification Produced Florida Driver License

Notary signature

Notary name (typed or printed) Gabriella Gacinovic

Title (e.g., Notary Public) Notary Public

Place Seal Here



For Bank Purposes Only Description of Attached Document

Type or Title of Document

Affidavit To the FLorida Secretary of State to file or Qualify

Document Date

Number of Pages

1

Signer(s) Other Than Named Above

Account Number (if applicable)



F001-000DSG5350FL-01

TRUST AGREEMENT

Dated and known as Trust Number

IT IS AGREED:

NUAC INVESTMENT MANAGEMENT LLC, WITH ADDRESS AT 300 SE 2nd STREET SUITE 600, FORT LAUDERDALE, FLORIDA 33301, AS TRUSTEE hereunder, is about to take legal and equitable title to the following described AS TD BANK ACCOUNT AND ESTABLISH A BROKERAGE ACCOUNT in MIAMI FLORIDA County MIAMI-DADE, Florida:

Otherwise known as: **PABLO MIGUEL APARICIO FLORES**, WITH ADDRESS AT KILOMETER L5.8 HIGHWAY TO EL SALVADOR, GARDEN OF THE VALLEY #19, GUATEMALA CITY OF GUATEMALA, AS SETTLOR, WHO IS THE CURRENT BANK ACCOUNT HOLDER AT THE BANK TD BANK OF MIAMI, FLORIDA:

As a transfer of the FUNDS to the trust, the Trustee shall hold them frozen in a trading bank account in the name of the holder at TD Bank of Miami, for the uses and purposes of the trust set forth herein. No transaction of the trust shall be effective until the Trustee records such transfer in the trust records. The undersigned beneficiary(ies) agree not to use, not to transfer and not to diminish the total value of the principal amount of the trust funds. GRANTOR [ACCOUNT NUMBER OWNER] hereby pledges \$1,000,000.00 USD for TRADING. THE FUNDS CANNOT be transferred or used for anything other than TRADING, and this same investment value shall remain unchanged during the term of the trust and until the final annual liquidation and cancellation of the trust, at which time these same funds shall be returned to the grantor trustor.

The following named persons and their successors in interest shall be entitled to the earnings, avails, and proceeds of said FUNDS FOR TRADE according to the respective interests herein set forth, to wit:

[PABLO MIGUEL APARICIO FLORES]	BENEFICIARY NUMBER 1
[NUAC INVESTMENT MANAGEMENT LLC]	BENEFICIARY NUMBER 2

The power of direction referred to on the reverse side hereof shall be in WRITING BY GRANTOR (PABLO MIGUEL APARICIO FLORES)

During the term of one (1) continuous year of this contract and as from the second day of the opening of the trading account, the TRUSTEE shall receive for its services of acceptance of this trust and taking possession of the title by virtue thereof the sum of 5% as ADMINISTRATION FEES which shall be recognized and paid in each weekly liquidation of benefits in favor of the TRUSTEE, and in addition, with respect to the total of the yields generated weekly within the best effort by the TRUSTEE, the TRUSTEE and the BENEFICIARY shall receive yields in the amount of 50% for each party. In accordance with the above, THE TRUSTEE on Friday of each week shall carry out the liquidation and transfer of yields in favor of each party.

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SEC. CLERK OF STATE
TREASURY DEPT.

[Handwritten signature]

The name of any beneficiary will not be disclosed to the public unless otherwise directed in writing.
Written inquires, legal notices and other similar matters should be forwarded to:

The following name(s) should be furnished to a person making an oral inquiry: NONE

THIS AGREEMENT IS SUBJECT TO ADDITIONAL PROVISIONS SET FORTH HEREINAFTER AND WHICH ARE HEREBY INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

In Testimony Whereof, the NUAC INVESTMENT MANAGEMENT LLC has caused these presents to be signed by its Trust Officer and attested by its President the day and date above written.

NUAC INVESTMENT MANAGEMENT LLC

By: [Signature]
Trust Officer

Attest: [Signature]
President

*see attached state of FL
notary acknowledgment.*

And on said day the said beneficiaries have signed this Declaration of Trust and Trust Agreement to signify their assent to the terms hereof.

Must be completed:

[Signature] (Seal)
PABLO MIGUEL APARICIO PLORES
Passport Number: 346694558
Date of Issue: October 26, 2022
Date of Expiry: October 25, 2027
Country of Issuance: Guatemala

DPF 3466945580101

Telephone: + 502 30173091

Address: KILOMETER L5.8 HIGHWAY TO EL SALVADOR. GARDEN
OF THE VALLEY #19, GUATEMALA CITY OF GUATEMALA

[Signature] (Seal)
NESTOR LOPEZ SANCHEZ
Passport Number: AQ067656
Date of Issue: September 18, 2014
Date of Expiry: September 17, 2024
Country of Issuance: Colombia

C.C. 6762424 T. J. G.

Telephone: +57 3002108114

Address: Carrera 7C No.130 A-69 Apto.313 de Bogotá, Colombia

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2023 MAR 22 AM 10:05
CLERK OF STATE
TALLAHASSEE, FL

Clear/Reset

WELLS
FARGO

Acknowledgment by Individual

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 16th day
of March, 20 23, by means of ☒ physical presence or ☐ online notarization

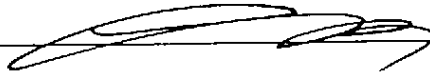
Eddie Manuel Nunez and John R McCart (name of person acknowledging).

☐ Personally known to me

☒ Produced Identification

Type of Identification Produced Florida Driver License

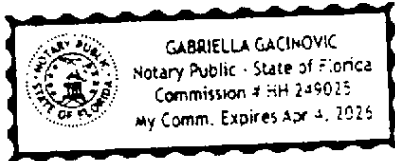
Notary signature



Notary name (typed or printed) Gabriella Gacinovic

Title (e.g., Notary Public) Notary Public

Place Seal Here



FILED
2023 MAR 22 AM 10:05
SECRETARY OF STATE
TALLAHASSEE, FL

For Bank Purposes Only Description of Attached Document

Type or Title of Document

Trust Agreement

Document Date

Number of Pages

2

Signer(s) Other Than Named Above

Account Number (if applicable)



FO01-000DSG5350FL-01

In the event the beneficiaries are unable to receive their weekly economic benefits, they may grant in writing to the Trustee the following rights: (1) the power to direct the trustee to take title to the funds or to the brokerage account or brokerage account, and (2) the right to receive the profits, proceeds and proceeds from leases and other uses and from the brokerage account, sales and other dispositions of the brokerage account. Such rights and powers shall be personal funds and may be assigned as such. Upon the death of any beneficiary, his interest shall, except as otherwise specifically provided, pass to his executor or administrator and not to his heirs at law. No beneficiary shall at any time have any right, title or interest in any part of the legal or equitable title to the brokerage account. The death of any beneficiary shall not terminate the trust or affect the rights or powers of the trustee or beneficiaries, except as provided by law.

By amendment in writing delivered to and accepted by the trustee, any beneficiary having a vested interest hereunder shall at any time or times have the right to revoke, alter or amend the provisions of this trust agreement relative to the person or persons who may be entitled from time to time, to the ownership and enjoyment of said beneficiaries' interest hereunder.

No assignment of any beneficial interest shall be binding on the trustee until the original or executed duplicate of the assignment is delivered to the trustee and accepted by it in writing. Every assignment of any beneficial interest, the original or duplicate of which shall not have been so delivered to and accepted by the trustee, shall be ineffective as to all subsequent assignees or account owners without notice.

The trustee shall have no obligation to file any income, profit or other tax reports or returns or pay such or any other taxes. The beneficiaries will make all such returns and reports and pay general taxes for brokerage utility and all other taxes or charges payable with respect to the return of investment and to the earnings, avails and proceeds of the brokerage account or based on their interests under this agreement.

If the trustee for breach of trust or by legal mandate is ordered to perform shall make any advances or incur any expenses on account of this trust or of the trade or shall incur any expenses by reason of being made a party to any litigation in connection with this trust or the trade or if the trustee shall be compelled to pay money on account of this trust or the trade, whether for breach of contract, injury to person or funds, fines or penalties under any law, or otherwise, the beneficiaries jointly and severally on demand shall pay to the trustee, with interest at the highest rate per annum permitted by law the amount of all such expenses advances or payments made by the trustee, plus all its expenses, including attorneys' fees. For the above reasons, The trustee shall not be obliged to convey, transfer, or otherwise deal with the trade or any part of it until all of the payments, advances and expenses made or incurred by it shall have been paid, with interest.

The trustee shall not be obligated to pay any money for this trust or the setup of trading or to prosecute or defend any legal proceedings involving this trust or the trade transaction unless it shall elect to do so and be furnished with sufficient funds or be indemnified to its satisfaction. If the trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or any regulatory entity, the sole duty of the trustee shall be to forward the process or notice to the person named herein as the person to whom inquiries or notices shall be sent, or, in the absence of such designation to the beneficiaries. The latest address appearing in the records of the trustee shall be used for all mailings.

It shall not be the duty of the GRANTOR of the FUNDS OR BROKERAGE ACCOUNT HOLDER or of any part of it to see to the application of the INVESTMENT money, nor shall anyone who may deal with the trustee be required or privileged to inquire into the necessity or expediency of any act of the trustee, or into the provisions of this agreement.

This agreement shall not be recorded in the county in which the trade is situated, or elsewhere, but any recording shall not be notice of the rights of any person derogatory to the title or powers of the trustee. In this agreement the plural includes the singular, and vice versa, and the masculine gender includes the feminine.

The parties agree that every Friday there will be an online meeting at 6:00 pm Miami time, with a maximum duration of one hour for information and settlement and disbursement of benefits, attended by the Trustee, Settlor and Beneficiaries. During the week of operations, for any other contractual, legal, administrative or financial event, there will only be communication between the Trustee and the Beneficiary Néstor López Sánchez.

Every successor trustee shall become fully vested with all the title, estate, rights, powers, trusts, and shall be subject to the duties and obligations, of its predecessor.

It is agreed by the parties and by any person who may hereafter acquire any interest in this trust that the trustee will deal with the trust funds including cash or other assets of any kind which may have become subject to the trust only when authorized to do so in writing.

2023 MAR 22 AM
SECRETARY OF
TALLAHASSEE

On the written direction of the party or parties designated on the reverse side hereof as having the power of direction the trustee will make no other administrative move with funds other than used as blocked, and may not turn key transaction or buy/sell trade or otherwise deal with the title to the trust investment including cash or other assets subject to the trust. The beneficiaries by written instrument delivered to the trustee may revoke the foregoing power of direction and designate the person thereafter to exercise the power. Such instrument shall be signed by all the then beneficiaries. The trustee shall not be required to inquire into the BANK ACCOUNT OF GRANTOR of any direction.

The trustee shall not be required to assume any personal obligation or liability in dealing with the funds for trade or to make itself liable for any damages, costs, expenses, fines or penalties, or to deal with the funds so long as any money is due to it hereunder.

The beneficiaries shall have the sole possession, management and control of their proceeds, return of investments or any gains which have derived from trade that are executed by trustee-to-trustee sole discretion and the trustee shall have no right or duty in respect to any such matters. The trustee shall have no right or duty in respect to the payment of taxes or assessments or insurance, litigation or other matters relating to the earnest from trade, except on written direction accepted by it as above provided and after the payment to it of all money necessary in its opinion to carry out the directions without liability to it. The beneficiaries are not the agents of the trustee for any purpose and do not have any authority to contract or to execute trades or do any other act for or in the name of the trustee or to obligate the trustee personally or as trustee.

The trustee shall not be required to execute any instrument containing covenants of warranty.

If any funds other than initial capital of investment remains in this trust twenty years from the date of this agreement or any extension thereof, it shall be kept by Grantor who is also a beneficiary at public hearing by the trustee on reasonable notice as determined by it and the net proceeds of the sale shall be divided among those who are then entitled thereto under this agreement in the proportions in which they are then entitled.

The discussions, persons and companies related to this trust agreement are of a sensitive nature and imply that each of the Parties shall not disclose confidential information of personal contacts and companies, including, but not limited to, information and commercial circumvention related to the participants and associates with the investor or the trustee registered in this trust agreement, financial platform and banking information, and of the other party with the holding and ownership of the initial capital, its increase and settlement of weekly benefits, documents and official information and strategic considerations related to the development of the business and payment of benefits, and for which the Parties agree to maintain total and absolute confidentiality and reserve due to the confidential and private nature of this negotiation for a term of no less than twenty continuous years. The non-compliance generates a fine equivalent to one hundred million U.S. dollars, regardless of the damages caused, to be claimed in jurisdiction in the State of Florida, USA.

The investment program will commence on the day following the registration of the trust in the trading account of TD Bank of Miami, Florida, and will terminate in the absence of liquidation of profits of one week, or by mutual agreement between the parties or by termination of the one year term.

The initial capital (usd \$1 Million) may be increased with part or all of the profits liquidated at the end of the week, prior written agreement between the Trustee and Settlor, in which case, the new increased initial capital will continue to be deposited in the same trading account until the termination of the contract.

AUTENTICACIÓN DE FIRMA
 Artículo 68 Decreto Ley 980 de 1970 y Decreto 1069 de 2015
 Verificación Biométrica Decreto Ley 019 de 2012
 En la ciudad de Bogotá D.C. 2023-02-27 12:16:20
 En la Notaría Setenta y Siete (77) del Circuito de Bogotá
 D.C. compareció:
LOPEZ SANCHEZ NESTOR
 identificado con C.C. 0006762484
 y declaró que la firma que aparece en el presente
 documento es suya. Autorizó el tratamiento de sus
 datos personales al ser verificada su identidad
 cotejando sus huellas digitales y datos biométricos
 contra la base de datos del Registro Nacional
 de Cédulas y Firmas de la
 notariapublica.com para verificar este documento. Cod. gidedb

FIRMA

RUBY ASTRID QUARTE ROBAYO
 NOTARIA 77 DEL CIRCUITO DE BOGOTÁ

FILED
 2023 MAR 22 AM 10:05
 SECRETARY OF STATE
 TALLAHASSEE, FL

En la ciudad de Guatemala, a los veintisiete (27) días del mes de febrero de dos mil veintitrés (2023). Yo **HENIO ALEJANDRO GUERRA LÓPEZ**, Notario en ejercicio, **DOY FE**: que la firma que antecede es **AUTENTICA**, por haber sido puesta el día de hoy en mi presencia por el señor **PABLO MIGUEL APARICIO FLORES**, quien se identifican con el Documento Personal de Identificación (DPI), con código único de identificación -CUI- número tres mil cuatrocientos sesenta y seis, noventa y cuatro mil quinientos cincuenta y ocho, cero ciento uno (3466 94558 0101), extendido por el Registro Nacional de Personas de la República de Guatemala y el pasaporte ordinario número trescientos cuarenta y seis millones seiscientos noventa y cuatro mil quinientos cincuenta y ocho (346694558), extendido por el Instituto Guatemalteco de Migración de la República de Guatemala; quien vuelve a firmar la presente acta de legalización de firma la cual se encuentra contenida en una hoja independiente, en el mismo lugar y fecha indicada.

f) *Pablo Miguel Aparicio Flores*

ANTE MI:

[Handwritten signature]

LIC. HENIO ALEJANDRO GUERRA LÓPEZ
 ABOGADO Y NOTARIO



[Handwritten mark]