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AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY

JEJ ENTERPRISE TRUST

	A REVOCABLE	TRUST	
Common Law D	eclarations of Trust, the sof J & J Enterprise	he Florida Statutes, pertaining undersigned, the Chairma	_
FLORIDA	•	Name of Trust) affirms in order to file or q	્ર ualifv ક
(State) J & J Enterprise	Teust	, in the State of	*. ***********************************
	(Name of Trust)		: in (3) : in (3) : in (3) : in (3)
1. Two or more	persons are named in	the Trust.	<u></u>
2. The principal	address is 4016 3RD	ST S, Suite 1153	
	BEACH, FL 32250		
3. The registered Michelle Kitchen	d agent and street addr	ess in the State of Florida is	2023 SER
4016 3rd Street S	S, Suite 1153 Jacksonvil	lle Beach, Florida 32250	2007
agent to accepat the place do	ot service of process for	Having been named as regor the above named Declarativit, I hereby accept the appoint capacity.	tion of Trus
1. GIRCG	(Signature of R	egistered Agent)	
_	which the association p	nd correct copy of the Decla roposes to conduct its busin n Kitchen	
NOTARY	Name: Chairma	an of the Board of Trustees	-
PRINCESS SHARWA Notary Public - Sta Notary Public - Sta 2 Foo Comm. Expires Boncec through National	te of Florida Certified (H 305232 Aug 25, 2026		7419

TRANSMITTAL LETTER

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

Tallanassee, FL	32314				
SUBJECT:	Declaration of Trust				
Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:					
FEES: Declara	tion of Trust	\$350.00			
OPTIONAL:					
Certified Copy		\$ 8.75			
FROM:	Michelle Kitchen				
Name (Printed or typed)					
	4016 3rd Street S., Suite 1153				
	Address	7 02			
	Jacksonville Beach, FL 32250	3 SSP			

City, State & Zip

Daytime Telephone number

904-504-1709

The J & J Enterprise Revocable Living Trust

We, Michelle Kitchen, presently of JACKSONVILLE, Florida, and Stanley M Harvey, presently of JACKSONVILLE, Florida, (individually the "Grantor" and collectively the "Grantor") declare and make this revocable living trust (the "Living Trust"). This Living Trust will be known as J & J Enterprise Revocable Living Trust.

Trust Purpose

1. This Living Trust is created for the benefit of the Beneficiaries to ensure they are well provided for after the death of both of the Grantors, however during the lifetime of the Grantors, the interests of the Grantors will be considered primary and superior to the interests of the Beneficiaries. With this purpose, the primary asset management goal for this Living Trust will be the protection of the value of the Property. The secondary asset management goal for this Living Trust is to generate income and growth at a reasonable risk.

Trustee

- During the lifetime of a Grantor, and while a Grantor is not Incapacitated, each of the Grantors will act jointly and severally as the primary trustee (the "Primary Trustee") of this Living Trust. If one of the Grantors dies or becomes Incapacitated, the other Grantor will continue as the sole Primary Trustee of this Living Trust.
- 3. Upon the death of or during the Incapacity of both of the Grantors, then Ja'Nai Mar'shay Sari Harvey of Jacksonville, Florida (the "Successor Trustee") will serve as the Acting Trustee of this Living Trust. If either or both Grantors should recover such that they are no longer considered Incapacitated then that or both Grantors will resume their control of the management of this Living Trust.

Beneficiaries

4. Upon the death of both of the Grantors, the following individual(s) will comprise the peneficiaries (the "Beneficiaries") of this Living Trust:

- a. The residuary beneficiary, Ja'Nai Mar'shay Sari Harvey of Jacksonville, Florida;
- b. Any heir or issue of those beneficiaries that is entitled to a benefit under this Living Trust in the place of any then deceased beneficiary.

Ownership of Property

5. The Grantors presently own property (the "Property") as described in Schedule A.

Assign and Convey Property to Living Trust

6. Michelle Kitchen and Stanley M Harvey, as Grantors, have or will assign, convey and deliver all of the rights, title and interest in the Property as described in Schedule A of this document as a gift and without consideration, to be held by this Living Trust.

Amendment During Grantor's Lifetime

- 7. At any time during the lifetime of a Grantor and while a Grantor is not Incapacitated, the Grantors may, subject to the other provisions of this section, alter or amend this Living Trust on delivery to the Successor Trustee of a written instrument signed by the Grantors. Amendments may include, but are not limited to, the following:
 - a. The Grantors may change the number and identity of the Grantors, the Primary Trustee, the Successor Trustee or the Beneficiaries.
 - b. The Grantors may add or withdraw property from this Living Trust.
- 8. This Living Trust may not be amended after the death of both Grantors.
- 9. Where more than one Grantor has contributed property to this Living Trust:
 - a. To the extent this Living Trust consists of community property, this Living Trust may be amended only with the approval of both Grantors, or the survivor of them.
 - b. To the extent this Living Trust consists of property attributable to one Grantor's specific contributions, this Living Trust may be amended by that Grantor acting alone.

Revocation During Grantor's Lifetime

- 10. At any time during the lifetime of a Grantor and while a Grantor is not Incapacitated, the Grantors may, subject to the other provisions of this section, revoke this Living Trust in its entirety on delivery to the Successor Trustee of a written instrument signed by the Grantors. In the event of such revocation, the remaining Property will revert to the Grantors after all the debts and expenses attributable to the Living Trust have been paid.
- 11. This Living Trust may not be revoked after the death of both Grantors.
- 12. Where more than one Grantor has contributed property to this Living Trust:
 - a. To the extent this Living Trust consists of community property, this Living Trust may be revoked by either Grantor acting alone.
 - b. To the extent this Living Trust consists of property attributable to one Grantor's specific contributions, this Living Trust may be revoked by that Grantor acting alone.

Death of a Grantor

13. Notwithstanding any other provision of this Living Trust, on the death of one Grantor, all rights, interests, duties and obligations of the deceased Grantor will transfer to the surviving Grantor and while the surviving Grantor is alive and not Incapacitated, the surviving Grantor can alter, amend, revoke or make any decision alone that would have required both Grantors to make prior to the death of the deceased Grantor.

Distributions During the Lifetime of the Grantors

14. At any time during the lifetime of a Grantor and while a Grantor is not Incapacitated, the Acting Trustee will distribute as much of the income and principal of the Living Trust to the Grantors as the Grantors together may request. Provided however, if at least one Grantor is alive and only one Grantor is not Incapacitated, the Acting Trustee will distribute as much of the income and principal of the Living Trust to the Grantors as the Grantor that isn't Incapacitated may request. During the lifetime of any of the Grantors but while each of the Grantors is Incapacitated, then the Acting Trustee may withhold or make payments out of the resources of this Living Trust of any amount that the Acting Trustee in their sole judgment deems appropriate for the maintenance, comfort and welfare of the Grantors.

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Distributions Upon Death of the Grantors

- Upon the death of both of the Grantors, and after resolving all applicable legal debts and obligations of the Grantors, the Acting Trustee will expeditiously act to distribute the remaining 15. Property as directed in this section.
- After resolving all applicable legal debts and obligations of the Grantors, the Acting Trustee 16. will divide the rest and residue of this Living Trust into one hundred (100) equal shares (the "Shares") and distribute these Shares as follows (the "Final Distribution"):
 - 100 Shares to Ja'Nai Mar'shay Sari Harvey of Jacksonville, Florida. a.
- Where a Beneficiary is under the age of 21 years at the time of the Final Distribution, and that Beneficiary is not an Adult Dependent Beneficiary, the Acting Trustee will then act as trustee(s) 17. by holding that Share in a separate trust for that Beneficiary under the same terms and conditions as outlined in this Living Trust, and will keep that Share invested, pay the income or capital or as much of either or both as the then Acting Trustee, in their sole discretion, considers advisable for the maintenance, education, advancement or benefit of that Beneficiary until that Beneficiary reaches the age of 21 years whereupon the then Acting Trustee will pay or transfer the rest and residue of that Share to that Beneficiary.
- Where a Beneficiary is an Adult Dependent Beneficiary at the time of the Final Distribution, the 18. Acting Trustee may, at their sole discretion:
 - Continue to act as Trustee by holding the Share of any Adult Dependent Beneficiary in a separate trust, subject to the same terms and conditions contained in this Living Trust, and a. to keep that Share invested, and pay the income or capital or as much of either or both as the then Acting Trustee considers advisable for the maintenance, education, advancement or benefit of that Adult Dependent Beneficiary; or
 - Pay or transfer all capital, assets and property of that Share or the amount remaining of that Share of that Adult Dependent Beneficiary to any parent, custodian or guardian of b. that Adult Dependent Beneficiary subject to the same terms and conditions contained in this Living Trust and the receipt by that parent, custodian or guardian will discharge all duties and obligations of the Acting Trustee.

- If any of the named Beneficiaries do not survive the Grantors by at least thirty (30) days but do leave an heir or issue who survives the Grantors by at least thirty (30) days, then the Specific 19. Gift or the Share designated for that Beneficiary, of whatever kind and character, and wherever located, will be distributed per stirpes among those surviving heirs or issue. Where those surviving heirs or issue are not of the Age of Majority, the Acting Trustee may pay or transfer all capital, assets and property attributable to those minor heirs or issue of that Beneficiary to any parent, custodian or guardian of those minor heirs or issue, subject to the same terms and conditions contained in this Living Trust, and the receipt by that parent, custodian or guardian will discharge all duties and obligations of the Acting Trustee.
- If any of the residual Beneficiaries do not survive the Grantors by at least thirty (30) days and do not leave an heir or issue who survives the Grantors, then the Share designated for that 20. Beneficiary, will revert to the residue of this Living Trust.
- If all of the successor Beneficiaries do not survive the Grantors by at least thirty (30) days and do not leave an heir or issue who survives the Grantors by at least thirty (30) days, then all of the 21. remaining property in this Living Trust, of whatever kind and character, and wherever located, will revert to the estate of the last surviving Grantor.
- If any of the real property to be distributed in this Living Trust remains subject to a mortgage at the time of the Final Distribution, then the Beneficiary taking that mortgaged property will take 22. that property subject to that mortgage and the Beneficiary will not be entitled to have the mortgage paid out or resolved from the remaining assets or residue of this Living Trust.
- If any of the personal property to be distributed in this Living Trust is subject to any encumbrances or liens at the time of the Final Distribution, then the Beneficiary taking that 23. property will take that property subject to those encumbrances or liens and the Beneficiary will not be entitled to have any encumbrance or lien paid out or resolved from the remaining assets or residue of this Living Trust.

Trustee Bond

Subject to the laws of the State of Florida and any other applicable jurisdiction, no bond or security of any kind will be required of any Trustee appointed in this Living Trust agreement. 24.

Trustee Liability

25. The Trustee will not be liable to this Living Trust, the Grantors or to the Beneficiaries for any act or failure to act resulting in loss or harm to this Living Trust, the Grantors or to the Beneficiaries except in the case of gross negligence, willful misconduct, or reckless indifference to the purposes of the trust or the interests of the Beneficiaries. A Trustee will only be responsible for his or her own acts and no Trustee will be liable for any act occurring in the periods before or after the tenure of that Trustee. Any outstanding liabilities of a deceased, resigning or removed Trustee are not discharged or affected by the Trustee's death, resignation or removal.

Trustee Death or Resignation

26. A Trustee may resign at any time for any reason upon at least 30 days' notice to the Grantors, if any of the Grantors are still alive and not Incapacitated, to any remaining Trustee, if there are any, and to the Qualified Beneficiaries. If a Trustee dies, that Trustee will cease to be a Trustee as of the date of their death.

Trustee Removal

- 27. After the death of both of the Grantors, the Qualified Beneficiaries may, by unanimous vote of all of the Qualified Beneficiaries, remove a Trustee for any reason or for no reason at the sole discretion of the Qualified Beneficiaries.
- 28. At any time after the death of or during the Incapacity of both of the Grantors, a Trustee or a Qualified Beneficiary may apply to a court of competent jurisdiction to remove a Trustee. A Trustee may also be removed by the court on the court's own initiative.

Trustee Replacement

- 29. At any time where a Grantor is alive and not Incapacitated and where a Trustee has been removed, died, resigned or is no longer able to act as Trustee for any reason, a replacement Trustee may be appointed by those Grantors who are alive and not Incapacitated.
- 30. Where the Grantors are deceased or Incapacitated, and where a Trustee has been removed, died, resigned or is no longer able to act as Trustee for any reason, and where a replacement Trustee is deemed necessary by the remaining Acting Trustee, a replacement Trustee may be appointed by a majority vote of all Acting Trustee still able and authorized to act.

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31. Where the Grantors are deceased or Incapacitated, and where the Living Trust is left with no Trustee, a replacement Trustee may be appointed by a unanimous vote of the Qualified Beneficiaries.

Trustee Powers

- 32. Powers granted to an Acting Trustee of this Living Trust include, but are not limited to, the following:
 - a. The Trustee will have the same rights and obligations to manage the Property as if the Trustee were the owner of the Property.
 - b. After the death of the Grantors, the Trustee will have the power to appoint one or more individuals or institutions to act as co-Trustee where it is deemed reasonable and in the best overall interest of this Living Trust.
 - c. The Trustee may employ and rely on the advice of experts including, but not limited to, legal counsel, accountants and investment advisors to help in the management of the Property where that hiring is deemed reasonable and in the best overall interest of this Living Trust.
 - d. The Trustee may retain, exchange, insure, repair, improve, sell or dispose of any and all personal property belonging to this Living Trust as the Trustee deems reasonable and in the best overall interest of this Living Trust, without liability for loss or depreciation.
 - c. The Trustee may invest, manage, lease, rent, exchange, mortgage, sell, dispose of or give options without being limited as to term and to insure, repair, improve, or add to or otherwise deal with any and all real property belonging to this Living Trust as the Trustee deems reasonable and in the best overall interest of this Living Trust, without liability for loss or depreciation.
 - f. The Trustee may maintain, continue, dissolve, change or sell any business which is part of this Living Trust, or purchase any business on behalf of this Living Trust, as the Trustee deems reasonable and in the best interest of this Living Trust.

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- g. The Trustee may purchase, maintain, convert and liquidate investments or securities, at reasonable risk, and for the purpose of generating income and growth, and vote stock in person or by proxy, or exercise any option concerning any investments or securities, as the Trustee deems reasonable and in the best overall interest of this Living Trust, without liability for loss or depreciation.
- h. The Trustee may open or close bank accounts wherever reasonable and in the best interest of this Living Trust.
- i. The Trustee may invest and reinvest the assets of this Living Trust, at reasonable risk, for the purpose of generating income and growth, as the Trustee deems reasonable and in the best overall interest of this Living Trust, without liability for loss or depreciation.
- j. The Trustee may hold un-invested cash and unproductive property where it is reasonable and in the best interest of this Living Trust to do so including, but not limited to, for the purpose of protecting the capital and principal of this Living Trust.
- k. The Trustee may lend funds to any borrower where the loan is adequately secured by sufficient collateral and where the loan is reasonable and in the best overall interest of this Living Trust.
- 1. The Trustee may borrow funds from any lender and mortgage or otherwise encumber any asset belonging to this Living Trust where the loan is reasonable and in the best overall interest of this Living Trust.
- m. The Trustee may maintain, settle, abandon, sue or defend, or otherwise deal with any claim where it is reasonable and in the best interest of the Living Trust to do so.
- n. The Trustee may make the Final Distribution in any combination of cash and property.

 Property selection and valuation in the course of the Final Distribution will be made in the good faith discretion of the Trustee and will be binding on all Beneficiaries.
- 33. It is incumbent on the Trustee to act as fiduciaries, in good faith and in the best interest of the Living Trust.

- 34. All decisions of the Acting Trustee, made in good faith, regarding the management of this Living Trust will be final and binding on all parties.
- 35. The above authority and powers granted to the Trustee are in addition to any powers and elective rights conferred by state or federal law or by other provisions of this Living Trust and may be exercised as often as required, and without application to or approval by any court.

Trustee Compensation

36. Any Trustee who is not a Beneficiary of this Living Trust will receive reasonable compensation out of the resources of this Living Trust for services rendered. A Trustee who is also a Beneficiary under this Living Trust will serve without compensation.

Trustee Expenses

37. A Trustee is entitled to be reimbursed out of the income and property of this Living Trust for any and all expenses, including interest where appropriate, where the expense is reasonably and properly incurred in the management of this Living Trust.

Spendthrift Clause

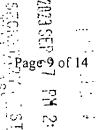
38. The interests of the Beneficiaries of this Living Trust shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

Outstanding Debts, Taxes or Funeral Expenses

39. After the death of the Grantors, and prior to the Final Distribution, the Acting Trustee will pay all legally enforceable debts and taxes attributable to the Grantors out of the assets of this Living Trust.

Tax Identification

40. For tax purposes, this Living Trust will be identified by the Grantors' Social Security Numbers during the lifetime of the Grantors. After the death of the Grantors, the Acting Trustee will apply to the IRS for any necessary tax identification numbers.



Florida Homestead Tax Exemption

41. The Grantors reserve the right to use, occupy and reside upon any real property placed in this Living Trust as their permanent residence during their lives. It is the intent of this provision to retain for the Grantors the requisite beneficial interest and possessor right in and to such real property to comply with Florida Statute 196.041(2), such interest being hereby declared to be "equitable title to real estate" as that term is employed in Section 6, Article VII of the State Constitution.

Vote of Minor or Adult Dependent Beneficiaries

42. Where a Beneficiary is a Minor or Adult Dependent Beneficiary and a vote, consent, or decision of the Qualified Beneficiaries is required, then the parent, custodian or guardian for that Minor or Adult Dependent Beneficiary, acting in the best interest of that Minor or Adult Dependent Beneficiary for the purpose of that vote, consent, or decision.

Termination of Trust

- 43. This Living Trust will terminate where the Property of this Living Trust is exhausted through distributions.
- 44. In the event that the Acting Trustee concludes that the value of the Property is insufficient to justify the cost of administration and that the aggregate value of the Property is less than \$50,000.00 (USD), the Acting Trustee may terminate this Living Trust after providing notice to the Qualified Beneficiaries. Where this Living Trust is terminated under this section, the Acting Trustee will distribute the Property in a manner consistent with and as described in the distributions sections of this Living Trust.

Abstract of Trust

45. The Acting Trustee may execute an abstract of this Living Trust (the "Abstract of Trust") and may present the Abstract of Trust to a financial institution as proof of the existence of this Living Trust. The Abstract of Trust should not contain full details of the property holdings of the Living Trust nor should it name all of the Beneficiaries of the Living Trust. Any person who is presented with an Abstract of Trust with regard to this Living Trust will be held harmless for relying on the Abstract of Trust.

Governing Law

46. This Living Trust will be governed in accordance with the laws of the State of Florida.

Severability

47. If any provisions of this Living Trust are deemed unenforceable, the remaining provisions will remain in full force and effect.

Definitions

- 48. For the purpose of this Living Trust the following definitions will apply:
 - a. "Acting Trustee" means any Trustee who is currently serving as a Trustee of this Living Trust.
 - b. "Adult Dependent Beneficiary" means an adult beneficiary who is unable to manage their own financial affairs by reason of mental or other disability.
 - c. "Age of Majority" means the age of majority of the jurisdiction where a beneficiary ordinarily resides.
 - d. "Incapacity" or "Incapacitated" means when a person is unable to manage their own financial affairs by reason of mental or other disability.
 - e. "Minor Beneficiary" means a beneficiary who is under the legal Age of Majority.
 - f. "Trustee" means any Primary Trustee or Successor Trustee as well as any replacement or additional Trustee appointed for this Living Trust.
 - g. "Qualified Beneficiary" means any beneficiary, who at the date the beneficiary's qualification to receive benefits from the Living Trust or act under the Living Trust is determined, is entitled to a benefit of this Living Trust.

IN WITNESS WHEREOF, the parties hereto have signed their names on this the 13th day of September, 2023 in Jacksonville, Florida, declaring and publishing this instrument as the Grantors'

Pagerbl of 14

Living Trust.

Michelle Kitchen (Co-Grantor)

Stanley M Harvey (Co-Grantor)

Witness #1 Signature

Witness #1 Name (Please
Print)

Witness #1 Street Address

Witness #1 City, State

Witness #2 Signature

Witness #2 Name (Please
Print)

Witness #2 Street Address

Witness #2 City. State

ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means ofphysical presence or
online notarization, this 13th day of September, 2023, by Michelle Kitchen, and Stanley M Harvey
who are personally known to me or who have produced Devec's Urene as

identification.

Notary Public Signature:

Notary Public Name: PRINCESS & BOSKER

Serial Number: 144305232

My commission expires: 8 25 2020



Schedule A

The Grantors assign, convey and deliver to this Living Trust, all of the rights, title and interest, tangible or intangible, to the following properties, real or personal:

- 1. Home at 1650 W 16th St 32209.
- 2. Business J & J MAINTENANCE & LOGISTICS LLC.