





FLORIDA DEPARTMENT OF STATE  
Division of Corporations

September 20, 2023

EMILY VU  
4411 BEE RIDGE RD, 633  
SARASOTA, FL 34233 US

SUBJECT: SRQ 7 LAND TRUST  
Ref. Number: W23000128472

We have received your document for and your check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The designation of the registered office and the registered agent, both at the same Florida street address, must be contained within the document pursuant to Florida Statutes. The registered agent must sign accepting the designation as required by Florida Statutes.

If you have any further questions concerning your document, please call (850) 245-6000.

Summer Chatham  
Regulatory Specialist III  
Director's Office

Letter Number: 023A00021753



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

FILED  
2024 APR 22 PM 9:21  
SECRETARY OF STATE  
TALLAHASSEE, FL

DECLARATION OF TRUST

A REVOCABLE 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 SRQ 7 LAND TRUST, a  
(Name of Trust)

FLORIDA Trust hereby affirms in order to file or qualify  
(State)  
SRQ 7 LAND TRUST, in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 4411 BEE RIDGE RD, 633

SARASOTA, FL 34233

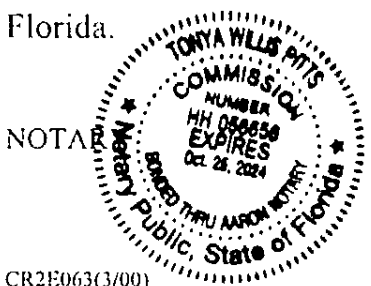
3. The registered agent and street address in the State of Florida is:  
4411 BEE RIDGE RD, 633, Sarasota, FL 34233  
SARASOTA, FL 34233 EMILY K. VU

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.

EMILY K. VU  
(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.

EMILY K. VU  
Name:  
Chairman of the Board of Trustees



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

CR2E063(3/00)

Before me appeared by means of physical presence, Emily Vu, Chair of Board of Trustees, who is personally known to me and sworn to and subscribed in my presence on this 8th day of November, 2022

 **COPY**

I certify that this is a true and correct copy of the original.

By: 

**DECLARATION OF TRUST  
OF  
SRQ 7 LAND TRUST**

THIS DECLARATION OF TRUST, made this 7<sup>th</sup> November, 2022, between Emily Khanh Vu, of Sarasota County, Florida, a citizen of the United States, and David Pham, of Sarasota County, Florida, a citizen of the United States, the Settlers, who will be referred to in the first person, and Emily Khanh Vu and David Pham, as trustees of the SWI Trust UAD 11/7/2022 who will be referred to, along with their successors, as the co-trustees and trustees. Emily Khanh Vu and David Pham are husband and wife and were married in the State of New Jersey.

**ARTICLE I  
Creation and Name of Trust**

This Trust is created under the provisions of Chapter 609 of the Florida Statutes to transact business. We hereby transfer to the trustees the property described in the schedule attached as "Exhibit A" with the corresponding series number, if any, on the terms and conditions set forth in this agreement. With the consent of the trustees, additional property may be transferred from time to time to this trust estate by us or by any other person, and that property shall be held and disposed of on the same terms and conditions as the property originally transferred. This trust shall be known as SRQ 7 LAND TRUST.

**ARTICLE II  
Dispositive Provisions During Our Life**

During our lifetime, the trustees shall pay to us or for our benefit as much of the net income of the trust estate as we may request. In addition, we shall be entitled to full use and possession of any non-income-producing real estate owned by the trust. We further reserve the right to reside upon any property placed in this trust as our permanent residence, referred to hereafter as our homestead, during our life, it being the intent of this provision to preserve our requisite beneficial interest and possessory right in and to such real property, to comply with Sections 196.031 and 196.041 of the Florida Statutes, such that our possessory right constitutes in all respects, "equitable title to real estate," as the term is used in Section 6, Article 7 of the Constitution of the State of Florida. In the event of incapacity or incompetence for any one of us, our trustees shall distribute for our benefit as much of the net income of the trust estate as may be necessary to ensure our health and support.

Our incapacity or incompetence, as that term is used in this agreement, shall be considered to have occurred if any successor trustee receives written proof that

a. the personal physicians for each of us have determined that, for any cause, we are unable to properly care for ourselves or for our property, or

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TALLAHASSEE, FL

**FILED**

b. we have been adjudicated incapacitated or incapable of managing our financial affairs by a judge of a circuit court of the State of Florida or by a court of competent jurisdiction in the state in which we then reside.

### **ARTICLE III Payment of Taxes and Expenses After Death**

On and after our death, and assuming no estate of ours is probated, our trustees shall prepare and file, or cause to be prepared and filed, the federal estate tax return and any other tax returns as may be necessary, and they shall pay the taxes due and payable on our taxable estate, together with all of our just debts and funeral expenses. In the event that it is necessary to probate our estate, our trustees shall pay and distribute from the trust estate to the personal representatives of our estate, as promptly as is convenient, on the written request or certificate of the personal representatives, the sum or sums as may be required by the personal representatives with which to pay debts, funeral expenses, administration expenses, and estate or inheritance taxes due and payable by our estate.

Notwithstanding the direction above to our trustees to be responsible for the payment of our estate taxes, we intend and direct that any estate, inheritance, or death taxes due as a result of our death shall be apportioned in accordance with the applicable provisions of Florida and federal law. Furthermore, notwithstanding the direction above that our trustees pay our just debts and funeral expenses, in the event that no estate of ours is probated and that our trustees pay and distribute to the personal representatives of our estate the sums that our personal representatives may require to pay our debts, funeral expenses, or administrative expenses, if it is necessary to probate our estate, property held or received by our trustees, to the extent that the property would not have been subject to claims against our estate if it had been paid directly to a trust created under our will, or other than to our estate, or assets received from a trust other than a trust described in *F.S. 733.707*, shall not be considered assets of this trust available for the payment of expenses of administration, funeral expenses, or enforceable claims against our estate.

### **ARTICLE IV Dispositive Provisions After Death**

As soon after the death of the last survivor of us as is reasonably practicable, but after payment of or provision for debts and expenses as provided in Article III, the net income of the trust shall be paid to our children, DAVID THANH PHAM (our son) and BRIAN TOAN PHAM (our son) in equal shares per stirpes if they both survive us or half of the net income of the trust to the lineal descendants of our deceased child if our child does not survive us in equal shares per stirpes.

As soon after the death of the last surviving lineal descendant of our children plus

twenty-one (21) years, the net income and principal of the trust estate, shall be divided and distributed among our descendants who are living, in equal shares per stirpes.

If any beneficiary entitled to a final distribution of our trust estate has not attained age twenty-five (25), his or her share shall vest but shall be held for his or her benefit until he or she attains age twenty-five (25) or dies sooner, at which time final distribution shall be made to him or her or to his or her estate; and, in the meantime, our trustees shall pay those sums to that person or those persons at those times as considered necessary or advisable for his, her, or their health, education, or support. Any net income accumulated shall be added to the principal.

#### **ARTICLE V Powers of Trustees**

In the administration of any trust established hereunder, our trustees shall have the following powers:

a. To retain any property we may contribute to this trust, either during our life or at our death, or to sell, exchange, or otherwise dispose of the property, at public or private sale, without application to court, on any terms, including the extension of credit, which they consider advisable.

b. To acquire, by purchase or otherwise, any property, real or personal, without being limited by any provision of law that restricts investments by fiduciaries and without regard to any principles of diversification, including, but not limited to, common and preferred stocks, bonds, mutual funds, common trust funds, corporate or company interests, general or limited partnership interests, secured and unsecured obligations and mortgages; or to sell, exchange, or otherwise dispose of the property, at public or private sale, without application to court, on any terms, including the extension of credit, which they consider advisable.

c. To acquire and pay for, exercise, or sell any options or subscription rights in connection with securities or any other property.

d. To hold securities in the names of nominees or in bearer form.

e. To operate, repair, alter, improve, insure, grant options on, mortgage, partition, or lease for any period of time any real property or interest in real property held by them.

f. To retain and pay, as an expense of administration, appraisers, accountants, attorneys, investment advisors, and other assistants, and to delegate discretionary and nondiscretionary investment management authority.

g. To borrow money from any source and for any purpose, including, but not limited to, the payment of taxes, and to pledge or mortgage any assets held by them as

security for money borrowed.

h. To make distributions from any trust created hereunder in cash, in kind, or partly in each, and to allocate property other than ratably.

i. To hold property of separate trusts in common investments for the convenience of investment or administration.

j. To enter into contracts or agreements or to compromise or settle any debts, claims, or controversies as they consider necessary or advisable.

k. To vote personally or by proxy any share of stock held by them.

l. To create businesses and/or transact any and all business related to any property, real or personal, as allowed by law, including, but not limited to, common and preferred stocks, bonds, mutual funds, common trust funds, corporate or company interests, general or limited partnership interests, secured and unsecured obligations and mortgages; or to sell, exchange, or otherwise dispose of the property, at public or private sale, without application to court, on any terms, including the extension of credit, which they consider advisable.

Our trustees may act freely under all of the powers given to them after forming their judgment concerning the wisest and best course to pursue based on all of the circumstances, without the necessity of obtaining the consent or approval of any interested person or any court, and notwithstanding that they may be interested in connection with the same matters in other capacities.

The powers granted to the trustees shall be considered to be supplementary to, and not exclusive of, the general powers of trustees according to law and shall include all powers necessary to carry the same into effect.

#### **ARTICLE VI Disabled Beneficiaries**

Whenever any asset of any trust established under this agreement is required to be paid to a minor, a person under legal disability, or a person not adjudicated incapacitated but who, by reason of illness or mental or physical disability, is unable, in the opinion of our trustees, to properly administer the property, payment thereof may be made

a. directly to the beneficiary;

b. to the legally appointed guardian of the person or guardian of the property of the beneficiary;

c. to some near relative of the beneficiary, to be applied for the benefit of the



beneficiary;

- d. directly for the benefit of the beneficiary; or
- e. to a custodian for a minor beneficiary under the Florida Uniform Transfers to Minors Act.

#### **ARTICLE VII Spendthrift Clause**

The interests of the beneficiaries are held subject to a spendthrift trust. We direct that none of the assets or income of the trusts established in this agreement shall be subject to or liable for any of the debts, contracts, engagements, or taxes of any of the beneficiaries under this trust, nor shall the same be liable to sale, assignment, alienation, pledge, claim, bankruptcy, execution, attachment, or any other legal process whatsoever at the suit of any creditor or otherwise, nor shall the same be subject to assignment, transfer, or anticipation; but all payments of principal and income as provided in this agreement shall be made by our trustees to the beneficiaries designated in accordance with the provisions of this agreement. Provided, however, that nothing in this article shall prevent a beneficiary at any time from disclaiming or renouncing his or her interest in any trust created hereunder and, in the event of a renunciation or disclaimer, the beneficiary shall be treated as if he or she died on the effective date of the renunciation or disclaimer.

In the event of any attempted sale, assignment, alienation, pledge, attachment, execution, claim, bankruptcy or any other legal process whatsoever at the suit of any creditor or otherwise, the trustee is authorized to withhold from such beneficiary all or part thereof, for the use and benefit of such beneficiary in such amount(s) and in such manner as the trustee, in trustee's sole discretion, may deem necessary for such beneficiary's health, maintenance, and welfare, taking into consideration all financial resources of which the trustee has actual knowledge.

#### **ARTICLE VIII Simultaneous Death Clause**

Notwithstanding anything in this agreement or in any statute to the contrary, if any beneficiary and any one of us die under any circumstances in which there is insufficient evidence to prove who died first or insufficient evidence to prove that we died otherwise than simultaneously, or if any beneficiary survives us but dies within 90 days of our death, for purposes of this trust, that beneficiary shall be considered to have predeceased us.

#### **ARTICLE IX Principal and Income Determinations**

On the death of any income beneficiary of a trust created under this agreement, including ourselves, any accrued but unpaid income shall be distributed as income to the next succeeding beneficiary. Otherwise, in determining whether receipts and disbursements are allocated to principal or income, the trustees shall be governed by the principal and income law of Florida, as it may have been amended at the time of determination.

#### **ARTICLE X Revocability**

We retain the following rights and powers:

- a. The right to revoke this agreement and the trusts created in it by a writing delivered to the trustees.
- b. The right to revoke this agreement and the trusts created in it with respect to any funds, securities, or other property held by the trustees and to require the same to be paid over, assigned, and delivered to us, free from trust, by writing delivered to the trustees.
- c. The right and power to amend, change, and supplement this agreement by written agreement between us and the trustees, executed in like manner as this Trust Agreement.
- d. The right and power to remove any trustee serving under this agreement, with cause, by a writing delivered to the trustees, and to appoint a successor trustee.

#### **ARTICLE XI Trustees**

On the death, incapacity, or incompetence (as defined in Article II) of us or any successor to us, or in the event that we or any successor to us resigns or fails or ceases to serve as trustee for any other reason, the following in the following order shall serve automatically as successor trustee:

- a. David Thanh Pham, our son when he is at least 22 years of age  
2424 Whippoorwill Cir.  
Sarasota, FL 34231

and/or

- b. Brian Toan Pham, our son when he is at least 22 years of age  
2424 Whippoorwill Cir.  
Sarasota, FL 34231.

David Thanh Pham and Brian Toan Pham shall serve as co-trustees once they both have, at least, reached the age of 22 years. However, if any one of them is unable or unwilling to serve as co-trustee at anytime, then the remaining trustee may serve as the sole trustee.

In the event that David Thanh Pham or Brian Toan Pham are unable to serve because they have not reached 22 years of age, then we designate as successor trustee to serve temporarily until any one of our sons is able to serve when he reaches 22 years of age, the following persons:

- c. Steve Abramoff, Esq., our attorney  
1555 Zion Road  
Northfield, NJ 08225;

in the event that Steve Abramoff is unable or unwilling to serve, then

- d. Phu A. Vu, our brother  
4804 Riveredge Cove  
Snellville, GA 30039.

Any corporate trustee shall be entitled to reasonable compensation for its services as trustee, in accordance with its published schedule of fees in effect at the time compensation is paid.

Any successor trustee shall serve with all the powers, discretions, and immunities granted in this document to our trustees, shall have no duty to investigate or inquire into the acts of a former trustee, shall and have no liability for the acts or omissions of a former trustee.

## **ARTICLE XII Arbitration of Disputes**

All disputes arising under this trust, other than disputes of the validity of all or a part of the trust, between or among the beneficiaries and a fiduciary under the trust, or any combination of such persons or entities, shall be submitted to binding arbitration.

## **ARTICLE XIII Miscellaneous**

This Trust Agreement is a Florida contract, and it shall be construed according to and be governed by the laws of the State of Florida.


The headings used herein are intended solely for use as reference and are not intended to be a part of this agreement.

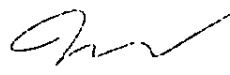
Florida law may impose duties and responsibilities on a trustee in addition to those described in this Trust Agreement.


When necessary or appropriate to the meaning in this agreement, the singular and plural are interchangeable, and words of any gender include all genders.

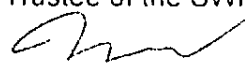
### SIGNATURE PAGES

IN WITNESS WHEREOF, we and the co-trustees have duly executed this Trust Agreement the day and year first written on the first paragraph of this document.

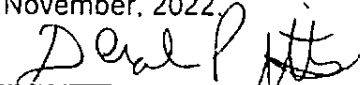
  
\_\_\_\_\_  
Emily Khanh Vu  
Settlor

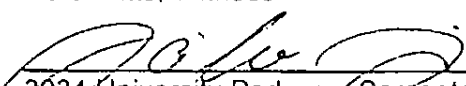
  
\_\_\_\_\_  
David Pham  
Settlor

  
\_\_\_\_\_  
Emily Khanh Vu  
as Co-Trustee of the SWI Trust UAD 11/7/2022

  
\_\_\_\_\_  
David Pham  
as Co-Trustee of the SWI Trust UAD 11/7/2022

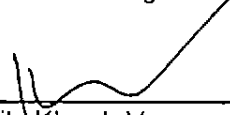
We certify that the above instrument was signed willingly, published, and declared by Emily Khanh Vu and David Pham, individually and as trustees of the SWI Trust UAD 11/7/2022, as their TRUST AGREEMENT in our joint presence, and at their request we have signed our names as attesting witnesses in their presence and in the presence of each other on this 7<sup>th</sup> day of November, 2022.

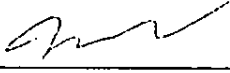
  
\_\_\_\_\_  
3034 University Parkway, Sarasota, FL 34243  
Deral Pitts, Witness

  
\_\_\_\_\_  
3034 University Parkway, Sarasota, FL 34243  
Ja'Leah Jenkins, Witness

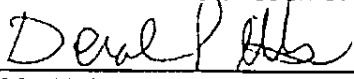
STATE OF FLORIDA  
COUNTY OF SARASOTA


We, Emily Khanh Vu and David Pham, as settlors herein and as co-trustees of the SWI Trust UAD 11/7/2022, declare to the officer taking our acknowledgment of this instrument, and to the subscribing witnesses, that we signed this instrument as our Trust Agreement.

  
\_\_\_\_\_  
Emily Khanh Vu  
Settlor and Co-Trustee of the SWI Trust UAD  
11/7/2022

  
\_\_\_\_\_  
David Pham  
Settlor and Co-Trustee of the SWI Trust UAD  
11/7/2022

We, Deral Pitts and Ja'Leah Jenkins, have been sworn by the officer signing below, and declare to that officer on our oaths that the Settlers declared the instrument to be their Trust Agreement and signed it in our presence and that we each signed the instrument as a witness in the presence of the Settlers and of each other.

  
\_\_\_\_\_  
3034 University Parkway, Sarasota, FL 34243  
Deral Pitts, Witness

  
\_\_\_\_\_  
3034 University Parkway, Sarasota, FL 34243  
Ja'Leah Jenkins, Witness

Acknowledged and subscribed before me by means of  physical presence or  online notarization, by Emily Khanh Vu and David Pham, as settlors herein and as co-trustees of the SWI Trust UAD 11/7/2022,  who are personally known to me or  who both have produced drivers license as identification, and sworn to and subscribed before me by means of  physical presence or  online notarization, by the witnesses, Deral Pitts  who is personally known to me or  who has produced \_\_\_\_\_ as identification and Ja'Leah Jenkins  who is personally known to me or  who has produced \_\_\_\_\_ as identification, and subscribed by me in the presence of the settlor and the subscribing witnesses, all on this 7<sup>th</sup> day of November, 2022.

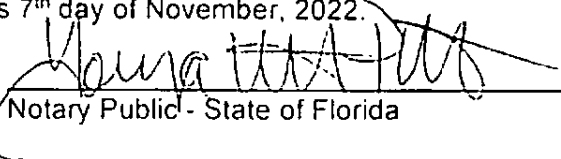
  
\_\_\_\_\_  
Notary Public - State of Florida



EXHIBIT "A"

SCHEDULE TO SRQ 7 LAND TRUST

Description of Assets	Name of Contributor	Series No.
\$99.00	David Pham	Not Applicable
\$1.00	Emily Vu	Not Applicable

**FILED**

2024 APR 22 PM 9: 21

SECRETARY OF STATE  
TALLAHASSEE, FL