

Charter Number Only

**Document 26**

Requestor's Name

Address

City

State

ZIP

Phone

VALUATION ONLY

500003375905--6  
-08/29/00--01030--015  
\*\*\*\*358.75 \*\*\*\*358.75

CORPORATION(S) NAME

Eileen C. Pinsky Re. LVG. Trust UBA

- ( ) Profit  
( ) NonProfit  
( ) Foreign  
( ) Limited Partnership  
( ) Reinstatement  
(X) Certified Copy  
( ) Call When Ready  
(X) Walk In
- ( ) Amendment  
( ) Dissolution  
( ) Annual Report  
( ) Reservation  
( ) Photo Copies  
( ) Call If Problem  
( ) Will Wait
- ( ) Merger  
( ) Mark  
(X) Other **TRUST**  
( ) Change of Registered Agent  
( ) Certificate Under Seal  
( ) After 4:30  
(X) Pick Up  
( ) Mail Out

00 AUG 29 AM 11:34  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA



Empire Toll Free: 1-800-432-3028

Name	
Availability	
Document	
Examiner	
Updater	
Verifier	
Acknowledgment	
W.P. Verifier	

350 fil  
875 CC

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

EILEEN C. PINSKY RELVG. TRUST  
UDA 11/7/89  
A Florida TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to  
Common Law Declarations of Trust, the undersigned, the Chairman of the  
Board of Trustees of EILEEN C. PINSKY RELVG. TRUST UDA 11/07/89  
(Name of Trust)

Florida Trust hereby affirms in order to file or qualify  
(State)  
EILEEN C. PINSKY RELVG. TRUST UDA 11/07/89  
(Name of Trust) in the State of Florida.

1. Two or more persons are named in the Trust.
2. The principal address is 2008 ISLAND CIR., WESTON FL. 33326

3. The registered agent and street address in the State of Florida are:

Robert E. PINSKY Trustee  
Cotrustee, 2008 ISLAND CIR. WESTON FL. 33326

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.

Robert E. Pinsky  
(Signature of Registered Agent)

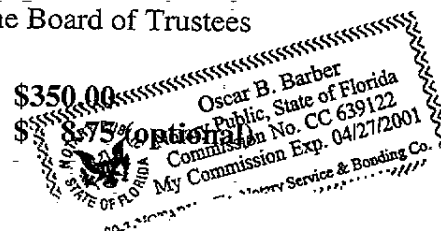
5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

NOTARY

Oscar B. Barber  
Name:  
Chairman of the Board of Trustees

Filing Fee: \$350.00  
Certified Copy: \$75.00

CR2E063(3/00)



TO WHOM IT MAY CONCERN

RE: REVOCABLE LIVING TRUST OF EILEEN C. PINSKY;  
REVOCABLE LIVING TRUST OF ROBERT E. PINSKY

The undersigned attorney represents the trustees of the above-referenced trusts and hereby confirms that the trusts both remain in full force and effect, neither has been amended nor revoked and further, confirms that the following trustees are duly appointed and acting, to wit:

ROBERT E. PINSKY, Trustee of the Revocable Living Trust of Robert E. Pinsky, dated November 7, 1989.

ROBERT E. PINSKY, MARLENE A. PINSKY AND STANLEY A. PINSKY, Co-Trustees of the Revocable Living Trust of Eileen C. Pinsky, dated November 7, 1989.


November 1, 1995

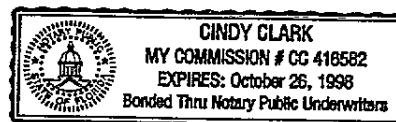
Diane Angella <sup>TR</sup>

Diane Angella, Esquire

STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me this 1 day of November, 1995, by DIANE ANGELLA, to me personally known.

  
Notary Public



IN THE CIRCUIT COURT IN AND  
FOR DADE COUNTY, FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF  
EILEEN C. PINSKY,

FILE NO.

94-01514

Deceased.

04

LETTERS OF ADMINISTRATION

WHEREAS, EILEEN C. PINSKY, a resident of Dade County, Florida,  
died on March 27, 1994, owning assets in the State of Florida; and

WHEREAS, ROBERT E. PINSKY has been appointed Personal  
Representative of the Estate of the Decedent and has performed all  
acts prerequisite to issuance of Letters of Administration in the  
Estate.

NOW, THEREFORE, I, the undersigned Circuit Judge, declare  
ROBERT E. PINSKY to be duly qualified under the law of the State of  
Florida to act as Personal Representative of the Estate of  
EILEEN C. PINSKY, deceased, with full power to administer the  
Estate according to law; to ask, demand, sue for, recover and  
receive the property of the decedent; to pay the debts of the  
decedent as far as the assets of the Estate will permit and the law  
directs; and to make distribution of the Estate according to law.

WITNESS my hand and the seal of this Court this 31 day of

March, 1994.

CIRCUIT JUDGE

JUDGE ALLEN KORNBUM

G:\LIBRARY\PROBATE\898051\LETTERS.ADM

VIVIANE SEBEO

INVENTORY SHALL BE  
FILED WITHIN 60 DAYS

THESE LETTERS DO NOT AUTHORIZE  
ENTRY INTO ANY SAFE DEPOSIT BOX  
WITHOUT FURTHER ORDER OF COURT

REVOCABLE LIVING TRUST  
OF  
EILEEN C. PINSKY

00 AUG 29 AM 10:34  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

THIS AGREEMENT is made this 7<sup>th</sup> day of November, 1989, by and between EILEEN C. PINSKY, of Dade County, Florida, as Settlor (hereinafter referred to as "Settlor"), and EILEEN C. PINSKY, of Dade County, Florida, as Trustee (hereinafter referred to as "the Trustee" or "the Personal Trustee").

For purposes of identification the Settlor's husband is ROBERT E. PINSKY, and the Settlor's children are MARLENE A. PINSKY and STANLEY A. PINSKY.

The Settlor hereby transfers to the Trustee the property listed in the attached Schedule. That property and all investments and reinvestments thereof and the additions thereto are herein collectively referred to as the "Trust Estate" and shall be held upon the following Trusts.

ARTICLE I

DISTRIBUTION DURING SETTLOR'S LIFETIME

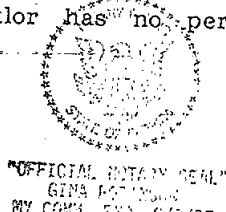
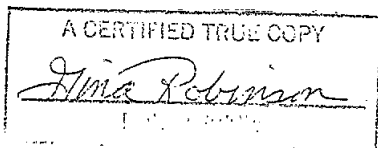
During Settlor's lifetime the Trustee shall pay the income from the Trust Estate in convenient installments to the Settlor or otherwise as Settlor may from time to time direct in writing, and also such sums from principal as Settlor may request at any time in writing.

If at any time or times the Settlor is unable to manage the Settlor's affairs, the Trustee may use such sums from the income and principal of the Trust Estate as the Trustee deems necessary or advisable for the care, support and comfort of the Settlor and the Settlor's husband, or for any other purpose as the Trustee considers to be for Settlor's best interests, adding to principal any income not so used.

For purposes of this Agreement, the Settlor shall be considered to be unable to manage Settlor's affairs, if any of the following circumstances exist:

Section 1: A court order holding Settlor to be legally incapacitated to act on Settlor's behalf or appointing a guardian to act for Settlor; or

Section 2: A duly executed written acknowledgment by Settlor's personal physician, or if Settlor has no personal physician, by two (2) licensed



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physicians, certifying that they have examined Settlor and certifying that Settlor is unable to handle Settlor's affairs; or

Section 3: Evidence which Settlor's Trustee deems to be creditable that Settlor disappeared or is unaccountably absent in such a manner that Settlor is unable to handle Settlor's affairs.

## ARTICLE II

### PAYMENT OF SETTLOR'S DEBTS,

### ADMINISTRATION EXPENSES AND TAXES

To the extent that the cash and readily marketable assets in Settlor's estate are insufficient, the Trustee shall pay from the principal of the Trust Estate Settlor's funeral expenses, claims allowable against Settlor's estate, costs of administration including ancillary, and estate and inheritance taxes assessed by reason of Settlor's death. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. The Trustee may make payment directly or to Settlor's Personal Representative, as the Trustee deems advisable.

Assets or funds otherwise excludable in computing federal estate taxes shall not be used to make the foregoing payments. The Trustee's selection of assets to be sold for that purpose or to satisfy any pecuniary gifts, and the tax effects thereof, shall not be subject to question by any beneficiary.

The succeeding Articles of this Agreement shall be subject to the Trustee's making or providing for the foregoing payments.

## ARTICLE III

### MARITAL TRUST

If ROBERT E. PINSKY, hereinafter referred to as "Settlor's husband," survives the Settlor, the Trustee as of the death of the Settlor shall set aside out of the Trust Estate, including any property added thereto by Settlor's Will, as a separate Trust for his benefit (undiminished to the extent possible by any estate or inheritance taxes or other charges) the smallest pecuniary amount which, if allowed as a federal estate tax marital deduction, would result in the least possible federal estate tax payable by reason of the death of the Settlor. In determining the pecuniary amount, the Trustee shall consider the credit for state death taxes only to the extent those taxes are not thereby incurred or

increased. For purposes of this agreement, Settlor's husband shall be deemed to have predeceased the Settlor if the order of their deaths cannot be proved.

The Trustee shall select and allocate the cash, securities and other property, including real estate and interests therein, which shall constitute the Trust, employing for the purpose values current at the time or times of allocation. No property shall be selected as to which a marital deduction would not be allowed if it were distributed outright to Settlor's husband.

The Trust shall be designated the "Marital Trust" and shall be held and disposed of as follows:

Section 1: Commencing with the death of the Settlor, the Trustee shall pay the income from the Marital Trust in convenient installments, at least quarterly to Settlor's husband during his lifetime.

The Trustee may also pay to Settlor's husband, or apply for his benefit, such sums from principal as the Trustee deems necessary or advisable from time to time for his health and maintenance in reasonable comfort, considering his income from all sources known to the Trustee.

Section 2: Upon the death of the Settlor's husband, the principal of the Marital Trust shall be distributed in such manner and proportions as the Settlor's husband may appoint by his Will, making specific reference to this power of appointment.

Upon the death of the Settlor's husband, any part of the principal of the Marital Trust not effectively appointed shall be distributed on two (2) equal shares to the Settlor's children, outright and free of trust, if living; if not, to their issue per stirpes. In default of issue, the share of a deceased child shall be to the surviving child.

Notwithstanding any other provision of this agreement, all income of the Marital Trust accrued or undistributed at the death of Settlor's husband shall be paid to his estate.

#### ARTICLE IV

##### UNIFIED CREDIT RESIDUARY TRUST

The balance of the Trust Estate shall be set aside as a separate Unified Credit Residuary Trust and shall be held, administered and disposed of as follows:

Section 1: Until the death of the Settlor's husband, the Trustee shall pay the entire net income from the Unified Credit Residuary Trust to or for the Settlor's husband, and shall pay to or for the benefit of the Settlor's husband such amount or amounts of the principal thereof as the Trustee may, from time to time, in the Trustee's sole discretion, deem necessary or advisable for the support, welfare and maintenance of the Settlor's husband. However, the Settlor's husband shall not have the power to participate in any decision with respect to discretionary invasion of principal by the Trustee.

Section 2: Until the death of the Settlor's husband, he shall have the right, in any calendar year, to withdraw from the principal of the Unified Credit Residuary Trust an amount which is not in excess of the greater of the following:

A. FIVE THOUSAND (\$5,000.00) DOLLARS; or

B. Five (5%) percent of the market value of the principal of the Unified Credit Residuary Trust on the first day of the calendar year in which such withdrawal is requested.

Such right of withdrawal shall be exercised in each case by the Settlor's surviving spouse notifying the Trustee in writing to that effect, specifying the cash or assets at current market value which he desires to withdraw; and promptly thereafter the Trustee shall make such distribution to the Settlor's surviving spouse. Such right of withdrawal shall be noncumulative.

Section 3: Upon the death of the Settlor's surviving spouse, the Trustee shall distribute the entire remaining trust principal and accumulated income to the Settlor's two (2) children in equal shares, MARLENE A. PINSKY and STANLEY A. PINSKY, outright and free of trust, if living, if not, to their issue per stirpes. In default of issue, the share of a deceased child shall be to the surviving child.

#### ARTICLE V

##### ADMINISTRATIVE PROVISIONS

The following provisions shall apply to the Trust Estate and to each Trust under this Trust Agreement:

Section 1: If income or principal become payable to a minor or to a person under legal disability or to a person not adjudicated incompetent but who, by



reason of illness or mental or physical disability, is in the opinion of the Trustee unable properly to manage his or her affairs, then such income or principal shall be paid or expended only in such of the following ways as the Trustee deems best: (a) to the beneficiary directly; (b) to the legally appointed guardian of the beneficiary; (c) by the Trustee directly for the benefit of the beneficiary; (d) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.

Section 2: The interests of beneficiaries in principal or income shall not be subject to the claims of any creditors, any spouse for alimony or support, or others, or to legal process and may not be voluntarily or involuntarily alienated or encumbered.

Section 3: The Personal Trustee shall always enjoy the privilege of employing and/or terminating a Corporate Co-Trustee and selecting an alternative Corporate Co-Trustee. Under no conditions shall the Personal Trustee be subjected to the imposition of working with a Corporate Co-Trustee whose management philosophy or general disposition is contrary to hers.

Section 4: The Corporate Trustee, if any, shall render an account of its receipts and disbursements and a statement of assets at least annually to each adult beneficiary then entitled to receive or have the benefit of the income from the Trust. The Corporate Trustee, if any, shall be reimbursed for all reasonable expenses incurred in the management and protection of the Trust and shall receive compensation for its services in accordance with its schedule of fees in effect from time to time.

Section 5: No Trust created hereby, or by exercise of a power of appointment hereunder, shall continue for more than twenty-one (21) years after the death of the last to die of the Settlor and the beneficiaries in being at the Settlor's death. Any property still held in trust at the expiration of that period shall immediately be distributed to the persons then entitled to receive or have the benefit of the income therefrom in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.

Section 6: Any Trustee may resign at any time by written notice to each beneficiary then entitled to receive or have the benefit of the income from the Trust. In case of the resignation, refusal or inability to act of any Trustee acting or appointed to act hereunder, the beneficiary or a majority in interest

of the beneficiaries then entitled to receive or have the benefit of the income from the Trust, may appoint a Successor Trustee.

Every Successor Trustee shall have all the powers given the originally named Trustee. No Successor Trustee shall be personally liable for any act or omission of any predecessor. With the approval of the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the Trust, a Successor Trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee without incurring any liability for so doing.

The parent or guardian of a beneficiary under disability shall receive notice and have authority to act for such beneficiary under this section.

Section 7: No statute with respect to underproductive property shall apply to any trust established under this Agreement. It is recommended that trust registration be neither voluntarily accomplished by the Trustee nor requested by any beneficiary.

Section 8: In disposing of any trust property subject to a power to appoint by will, the Trustee may rely upon any instrument admitted to probate in any jurisdiction as the will of the donee or may assume that he or she died intestate if the Trustee has no notice of a will within three (3) months after his or her death.

Section 9: Notwithstanding any of the terms and conditions of this Trust, it is specifically understood that the Settlor and the Settlor's husband shall, at all times, have the use and possession of their present residential home located at 2020 Northeast 209th Street, Miami, Florida 33179; the right to demand the sale of said home with the proceeds inuring to the benefit of the Trust; the right to trade the said home for another residency; or the right to purchase another residency from the proceeds of the sale of the said home.

#### ARTICLE VI

#### GOVERNING LAW

The law of Florida shall govern the validity and interpretation of the provisions of this Agreement.

## ARTICLE VII

### ADDITIONS TO TRUST ESTATE

The Settlor or any other person may transfer or devise additional property, to the Trustee to be held under this Agreement and may designate the trust to which the proceeds or property shall be added. If the addition is made by will, the Trustee shall accept the statement of the Personal Representative that the assets delivered to the Trustee constitute all of the property which the Trustee is entitled, without inquiring into the Personal Representative's administration or accounting.

## ARTICLE VIII

### POWERS OF TRUSTEE

The Trustee shall hold, manage, care for and protect the Trust property and shall have all of the powers and protections granted to them by statute at the time of application, including, but not limited to, the Florida Trust Administration Act, Chapters 737 and 738, and the Florida Probate Code, Chapters 731 through 736, inclusive, and all amendments thereto, which the Settlor incorporates by reference herein. In addition, and not in limitation of any common law or statutory authority, and without application to any court, the Trustee shall have the powers and responsibilities described below, to be exercised in their absolute discretion.

Section 1: To sell, exchange, lease, encumber, option or otherwise dispose of all or any portion of the Settlor's estate and trusts, including, but not limited to, real estate and securities, for such prices and in such manner and upon such terms and conditions as my fiduciary deems advisable, and to make, execute and deliver deeds, mortgages, leases, assignments and other documents necessary to effectuate any of the powers granted (which shall specifically include the authority to grant leases which extend beyond the term of any trust hereunder and beyond the period authorized by law), free of any and all trusts hereunder.

Section 2: To make such elections under the tax laws as the Trustee deems advisable, without regard to the relative interests of the beneficiaries. No adjustment need be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of such elections under the tax laws made by the Trustee.

Section 3: To deal with, purchase assets from, or make loans to, the fiduciary of any trust made by the Settlor or any member of the Settlor's family or a trust or estate in which any beneficiary under this Agreement has an interest, though a Trustee hereunder is a fiduciary, and to retain any property so purchased or at any time added to the trust, although not a type, quality or diversification considered proper for trust investments.

#### ARTICLE IX

##### RIGHT TO REVOKE

The Settlor may at any time or times during her lifetime by instrument in writing delivered to the Trustee amend or revoke this Agreement in whole or in part. This power is personal to the Settlor and may not be exercised by her guardian or others.

#### ARTICLE X

##### COMMON DISASTER CLAUSE

If the Settlor's husband and the Settlor die under such circumstances that there is reasonable doubt as to which died first, then the Settlor's husband shall be conclusively deemed to have predeceased the Settlor.

In the event the Settlor's husband, the Settlor and the Settlor's two (2) children shall all die as a result of a common disaster, then the entire principal and accumulated income of this Trust shall be distributed to HOWARD HEYMAN and SUE HEYMAN, as Co-Trustees for the equal benefit of the following individuals, if living; if not, to their issue, per stirpes, to-wit: BARBARA SANDHOUSE, JANET HEYMAN, STEVEN HEYMAN, JASON MacDONALD and RACHEL MacDONALD. In default of issue, the share of a deceased beneficiary shall be divided equally among the remaining beneficiaries. Each beneficiary's share shall be distributed outright, provided they shall have attained the age of twenty-five (25) years. Until each beneficiary shall reach the age of twenty-five (25) years, the Trustee shall invest and reinvest the share of such beneficiary and shall distribute in the Trustee's sole discretion, such portions of income and/or principal of such beneficiary's share as the Trustee shall deem to be in the beneficiary's best interest.

ARTICLE XI

APPOINTMENT OF SUCCESSOR TRUSTEE

In the event EILEEN C. PINSKY is unable to continue to serve as Trustee during her lifetime, the Successor Trustee shall be ROBERT E. PINSKY. Upon the death of EILEEN C. PINSKY, the Successor Co-Trustees shall be ROBERT E. PINSKY, MARLENE A. PINSKY and STANLEY A. PINSKY.

IN WITNESS WHEREOF, EILEEN C. PINSKY, as Settlor, has signed this Agreement the date and year first above written.

WITNESSES:

Hilda Robinson  
Chas. T. Muffey  
Eileen C. Pinsky  
EILEEN C. PINSKY, Settlor

We certify that the above instrument was on the 7th day of November, 1989, signed, sealed and declared by EILEEN C. PINSKY, as her Revocable Trust in our presence and that we, in her presence and in the presence of each other, have signed our names as witnesses.

WITNESSES:

Hilda Robinson  
Chas. T. Muffey  
ACCEPTED:  
Eileen C. Pinsky  
EILEEN C. PINSKY,  
Personal Co-Trustee

STATE OF FLORIDA  
COUNTY OF DADE

On this 7 day of Nov, 1989, before me personally came EILEEN C. PINSKY, Settlor, to me known and known to me to be the individual described in and who executed the foregoing Revocable Trust and acknowledged that she executed same.

WITNESS my hand and official seal this 7 day of Nov, 1989.

Deane Lupelli  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES DEC. 17, 1990.  
HOULD THIS NOTARY PUBLIC EXPIRE, REVOCABLE.

STATE OF FLORIDA  
COUNTY OF DADE

On this 7 day of Nov, 1989, before me personally came EILEEN C. PINSKY, Personal Trustee, to me known and known to me to be the individual described in and who executed the foregoing trust and acknowledged that she executed same.

WITNESS my hand and official seal this 7 day of Nov, 1989.

Deane Lupelli  
Notary Public

My Commission Expires:

8/4X:jm/erc

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NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES DEC. 17, 1990.  
HOULD THIS NOTARY PUBLIC EXPIRE, REVOCABLE.

SCHEDULE A

OF

THE REVOCABLE LIVING TRUST OF EILEEN C. PINSKY

Dated: November 7, 1989

1. Residence located at 2020 N.E. 109th Street, Miami, Florida 33179, to wit:

Lot 12 in Block 28 of HIGHLAND LAKES SECTION EIGHT,  
according to the Plat thereof, as recorded in Plat Book 95,  
at Page 19, of the Public Records of Dade County, Florida.

2. Tangible personal property, including furniture, furnishings, jewelry,  
art, antiques and other household items.

FILED  
00 AUG 29 AM 10:34  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA