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ACCOUNT NO. : 072100000032

REFERENCE : 067016 7114163

AUTHORIZATION :

COST LIMIT : \$ PREPAID

ORDER DATE : March 6, 2001

ORDER TIME : 11:25 AM

ORDER NO. : 067016-020

CUSTOMER NO: 7114163

CUSTOMER: Ms. Elisa Misrahi  
Mark Randolph Rubin, Esq

P. O. Box 402279

Miami, FL 33140

DOMESTIC FILING

NAME: BALOGH JOINT PURCHASE TRUST

~~\*\*\* FILE - 1 - ST \*\*\*~~

EFFECTIVE DATE:

XX        DECLARATION OF TRUST

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX        CERTIFIED COPY

CONTACT PERSON: Darlene Ward - EXT. 1135

EXAMINER'S INITIALS:

*ef*  
*5/15/01*

2001 MAY 15 PM 2:51  
TALLAHASSEE FLORIDA

500004218115--1  
-05/15/01--01100--019  
\*\*\*\*358.75 \*\*\*\*358.75

2001 MAY 15 PM 12:58  
SUFFICIENCY OF FILING  
TO ADOPT LEAVE  
100 TO 1000  
DEPT. OF STATE  
CORPORATIONS  
DIVISION

2001 MAY 15 PM 2:51  
DEPARTMENT OF STATE  
TALLAHASSEE FLORIDA

## TRANSMITTAL LETTER

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

**SUBJECT:** Qualification of Balogh Joint Purchase Trust

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for: \$358.75

**FEES:**

Declaration of Trust \$350.00

**OPTIONAL:**

Certified Copy \$ 8.75

**FROM:** Phil Gross  
Name (Printed or typed)  
777 41st Street Suite 310  
Address  
Miami Beach, FL 33140  
City, State & Zip  
305-532-4355  
Daytime Telephone number

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

Balogh Joint Purchase Trust

**A** Florida **TRUST**

2001 MAY 15 PM 2:51

STATE  
TALLAHASSEE, FLORIDA

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 Balogh Joint Purchase Trust, a

Florida (Name of Trust)

Trust hereby affirms in order to file or qualify

(State)

Balogh Joint Purchase Trust, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 777 41st Street 4th Floor  
Miami Beach, FL 33140
3. The registered agent and street address in the State of Florida is:  
Robert Balogh  
777 41st Street 4th Floor, Miami Beach, FL 33140
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.



L. ELLINGSWORTH  
COMMISSION # CC 672548  
EXPIRES SEP 6, 2001  
BONDED THRU  
ATLANTIC BONDING CO., INC.

Name: Robert Balogh  
Chairman of the Board of Trustees

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

CR2E063(3/00)

State of Florida  
County of Dade

Before me on this 9th day of May, 2001 personally appeared Robert Balogh  
who is personally known to me and did not take an oath.

Laura Ellingsworth - Notary Public - Florida

FILED  
2001 MAY 15 PM 2:51  
SEC. OF STATE  
TALLAHASSEE FLORIDA

DECLARATION OF TRUST  
ESTABLISHING  
BALOGH JOINT PURCHASE TRUST

The undersigned, ROBERT BERNAT BALOGH, of 1 Grove Isle, Miami, Florida, hereby declares that any and all property and interests in property that may be acquired hereunder (the "Trust Estate"), shall be held in trust, for the sole benefit of the beneficiaries for the time being hereunder, upon the terms herein set forth. The term "Trustees" wherever used herein shall mean the Trustee or Trustees named herein and such person or persons who hereafter are serving as Trustee or Trustees hereunder, and the rights, powers, authority and privileges granted hereunder to the Trustee shall be exercised by such person or persons subject to the provisions hereof.

1. The trust hereby established may be referred to as the BALOGH JOINT PURCHASE TRUST. The term "Beneficiaries" wherever used herein shall mean the beneficiary or beneficiaries listed in the Schedule of Beneficial Interests this day executed and filed with the Trustee, or in the revised Schedule of Beneficial Interests, if any, from time to time executed and filed with the Trustees. The Trustees shall not be affected by any assignment or transfer of any beneficial interest until receipt by the Trustees of notice that such assignment or transfer has in fact been made and a revised Schedule of Beneficial Interests shall have been duly executed and filed with the Trustees. Any Trustee may without impropriety become a beneficiary hereunder and exercise all rights of a beneficiary with the same effect as though he were not a Trustee.

2. Any trustee may resign as such by instrument in writing signed and acknowledged by him in the manner prescribed for the acknowledgment of deeds, and delivered or mailed by registered mail to a Co-Trustee, or, a person named as successor Trustee. Such resignation shall be sufficiently delivered or mailed to such person entitled to receive such notice if delivered at or mailed, postage prepaid, to the last address of such person known to a resigning Trustee.

When a Trustee shall fail, cease, resign or become unable to act as Trustee, a vacancy shall be deemed to exist. Vacancies shall be filled by such person or persons, natural or corporate, with such provisions as to further vacancies and the filing of the same, as the Trustee whose office shall have become vacant shall appoint and provide or therefore shall have appointed and provided. If a vacancy shall not thus be filled within thirty (30) days after its occurrence, each such vacancy shall be filled by such person or persons, natural or corporate, with such provisions as to further vacancies and the filling of the same, as the remaining Trustee or Trustees shall appoint and provide.

Succeeding Trustees shall be appointed by instrument in writing signed and acknowledged by the person appointing such successor Trustees and each person so appointed to act as a successor Trustee hereunder shall, upon his, her or its acceptance of the office of Trustee hereunder by instrument in writing signed by such person and acknowledged by him, or her or it in the manner prescribed for the acknowledgment of deeds, become and be a succeeding Trustee hereunder and shall thereupon become and be vested with title to the Trust Estate, jointly with his, her or its Co-Trustee or Co-Trustees, if any, without the requirement of any act of conveyance or transfer and shall have all the same

powers and duties as if originally appointed hereunder. Each succeeding Trustee appointed to act hereunder shall have such powers to appoint succeeding Trustees to fill vacancies as the instrument appointing such successor Trustee shall provide.

In all matters pertaining to the administration of this Trust, the joint action of all Trustees shall be required unless the Trustees jointly, by instrument in writing, signed and acknowledged by them in the manner prescribed for the acknowledgment of deeds, provide, generally or specifically, that one of them may act in behalf of all Trustees.

3. The Trustees shall hold the principal of this Trust and receive the income, if any, therefrom, for the benefit of the beneficiaries, and shall pay the income to the beneficiaries in proportion to their respective interests at least annually. The Trustees may open, maintain, and, at will, close out any checking and savings accounts and safe deposit boxes in any bank, banking, lending or other financial institutions, with power and authority in one or more Trustees to withdraw from such accounts and have access to such boxes.

4. Except as expressly provided in Paragraphs 3 and 5 hereof, the Trustees shall have no power to deal in or with the Trust Estate except as directed by the beneficiaries. When, as, if and to the extent specifically directed by the beneficiaries, the Trustees shall have full power and authority, which they shall exercise, to buy, sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate, and to borrow money and to execute and deliver notes or other evidence of such borrowing, and enter into agreements or arrangements with respect to the Trust Estate. Any and all instruments executed pursuant to powers herein contained may create obligations extending over any

periods of time including periods extending beyond the date of any possible termination of the Trust. Any person dealing with the Trustees shall be fully protected in accordance with the provisions of Paragraph 7 hereof.

5. The Trust may be terminated at any time by the beneficiaries possessing a majority of the beneficial interests thereunder, by notice in writing to the Trustees and the other beneficiaries, if any, but such termination shall only be effective when a certificate thereof is signed and acknowledged by the Trustees hereunder.

In case of such termination, the Trustees shall transfer and convey the specific assets constituting the Trust Estate, subject to any mortgages, contracts or other encumbrances on the Trust Estate, to the beneficiaries in proportion to their respective interests hereunder.

6. This Declaration of Trust may be amended from time to time by an instrument in writing signed by the beneficiaries possessing a majority of the beneficial interests thereunder and acknowledged by one or more of the Trustees, in the manner prescribed for the acknowledgment of deeds.

7. No Trustee hereunder shall be liable for any error of judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see the application of purchase money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, mortgage, note, or other instrument or document

executed or action taken by a majority of the persons appearing of record to be Trustees hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the beneficiaries possessing a majority of the beneficial interests thereunder and that such instrument or document or action taken is valid, binding, effective and legally enforceable. Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by a majority of the persons appearing of record to be Trustees hereunder, as to the authority of the Trustees to act or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustees or which are in any other manner germane to the affairs of the Trust.

8. The execution or recording of any amendment, alteration, resignation, appointment or other instrument relating to this Trust shall constitute evidence of the facts set forth therein.

IN WITNESS WHEREOF, said ROBERT BERNAT BALOGH has hereunto set his hand and seal this 3<sup>rd</sup> day of November, 1986.

Signed, sealed and delivered  
in the presence of:

Kay Foxlowe

ROBERT BERNAT BALOGH

As to Robert Bernat Balogh



STATE OF FLORIDA )  
COUNTY OF DADE ) ss:

I HEREBY CERTIFY that on this day before me, an officer duly authorize in the State and County aforesaid to take acknowledgments, personally appeared ROBERT BERNAT BALOGH, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged before me that he executed the same for the purposes therein described.

WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>rd</sup> day of NOVEMBER, 1986.

(SEAL)

Robert N. Silver  
Notary Public, State of Florida  
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JULY 22, 1988  
BONDED THRU GENERAL INS. UND.

ACCEPTANCE BY TRUSTEE

The undersigned hereby accepts the trust imposed by the foregoing Trust Agreement and agrees to serve as Trustee upon the terms and conditions therein set forth.

Signed, sealed and delivered  
in the presence of:

Ray F. Rowe

Robert Bernat Balogh

ROBERT BERNAT BALOGH

Sharon M. Moseley  
As to Robert Bernat Balogh

STATE OF FLORIDA )  
                          )ss:  
COUNTY OF DADE )

I HEREBY CERTIFY that on this day before me, an officer duly authorize in the State and County aforesaid to take acknowledgments, personally appeared ROBERT BERNAT BALOGH, to me known to be the person described in and who executed the foregoing instrument as Trustee, and who acknowledged before me that he executed the same for the purposes therein described.

WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>rd</sup> day of NOVEMBER, 1986.

(SEAL)

MUST N. WILKIN  
Notary Public, State of Florida  
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JULY 22, 1988  
BONDED THRU GENERAL INS. UND.

2001 MAY 15 PM 2:51

SECRETARY OF STATE  
TALLAHASSEE FLORIDA

SCHEDULE OF BENEFICIAL INTERESTS

OF THE

BALOGH JOINT PURCHASE TRUST

Dated: November 3, 1986

Between the parties listed below, as Beneficiaries and ROBERT  
BERNAT BALOGH as initial Trustee.

TRUST ESTATE

BENEFICIARY

BENEFICIAL INTEREST

THE THEN ACTING TRUSTEE(S) OF THE  
D. BALOGH INS. CO. t/u/a BERNAT  
TRUST DATED June 10, 1963.

25 %

THE THEN ACTING TRUSTEE(S) OF THE  
SALLIE BALOGH INS. CO. t/u/a BERNAT  
TRUST DATED June 10, 1963.

25 %

THE THEN ACTING TRUSTEE(S) OF THE  
D. BALOGH INS. CO. t/u/a JOAN  
TRUST DATED June 10, 1963.

25 %

THE THEN ACTING TRUSTEE(S) OF THE  
SALLIE BALOGH INS. CO. t/u/a JOAN  
TRUST DATED June 10, 1963.

25 %