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HARVIN, HARVIN & PINNOCK, LLP

900 East Ocean Blvd. Suite 210-B
Stuart, FL 34994
Tel 772-286-3630
Fax 772-286-6166

11380 Prosperity Farms Rd. Suite 204
Palm Beach Gardens, FL 33410
Tel 561-622-8100
Fax 561-622-3460

February 9, 2005

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

RE: The Joseph G. Sorota Irrevocable Family Management Trust

To Whom It May Concern:

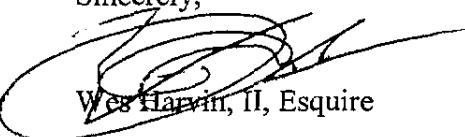
Please find herein enclosed the following documents:

- 1) Affidavit to the Florida Secretary of State to File or Qualify
- 2) The Joseph G. Sorota Irrevocable Family Management Trust
- 3) Check number 2026 in the amount of THREE HUNDRED
FIFTY EIGHT DOLLARS AND SEVENTY FIVE CENTS

Please file the above mentioned document.

If you have any questions or comments, please do not hesitate to call our Stuart office.

Sincerely,



Wes Harvin, II, Esquire

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

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The J.G. Sorota Irrev Family Mngmnt Trust

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 The Joseph G Sorota Irrevocable Family Manager, a

Florida Trust hereby affirms in order to file or qualify

(State) The Joseph G Sorota Irrev Family Management Trust, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 2250 NW 136th Ave, Pembroke Pines, FL 33028

3. The registered agent and street address in the State of Florida is:
Alan Sorota; 2250 NW 136th Ave, Pembroke Pines, FL 33028

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.


Name:
Chairman of the Board of Trustees

NOTARY

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

THE JOSEPH G. SOROTA
IRREVOCABLE
FAMILY MANAGEMENT TRUST

I, JOSEPH G. SOROTA, of Daytona Beach, Florida, as settlor, make this agreement with ALAN M. SOROTA of Pembroke Pines, Florida, as trustee, this day 22 of December, 2004.

I hereby transfer to the trustee the property listed in the attached Schedule A and am causing the trustee to be designated as beneficiary of any beneficiary designations appertaining thereto. That property, and all additional property received by the trustee from any person by will or otherwise, and all investments and reinvestments thereof, are herein collectively referred to as the "trust estate" and shall be held upon the following trusts for the beneficiaries listed in Exhibit B, attached hereto and incorporated herein by this reference:

FIRST
Contributions

SECTION 1: Contributions. I or any other person may make contributions to the trust at any time or times. For purposes of this agreement, the term "contribution" means any transfer of property to the trust for federal gift tax purposes, including property initially transferred to the trust or subsequently added thereto and payments on any insurance policy owned by the trustee which are paid otherwise than by the trustee. The amount of a contribution shall be its value for federal gift tax purposes.

SECOND
Income and Principal

SECTION 2: Income and Principal. The trustee may pay from any expenses, premiums, or assessments on any asset owned by the trustee. The trustee may also pay so much or all of the income of the trust estate to any one or more of the beneficiaries from time to time living, in equal or unequal proportions and at such times as the trustee deems necessary or advisable for their health, education, maintenance, or support, except that no payment shall be made to satisfy any legal obligation of any person to a beneficiary. Any income not so paid shall be added to principal.

THIRD
Trust Estate

After my death the balance of the trust estate shall be held and disposed of as follows:

SECTION 3: Distribution. The trustee shall forthwith divide the trust estate into equal shares to create one share for each beneficiary, except that the then living descendants of a

deceased beneficiary shall take per stirpes the share which the beneficiary would have received if living, subject to postponement of possession as provided below.

SECTION 4: Postponement of Possession. Each share of the trust estate which is distributable to a beneficiary who has not reached the age of 21 years shall immediately vest in the beneficiary, but the trustee shall (a) establish with the share a custodianship for the beneficiary under a Uniform Transfers or Gifts to Minors Act, or (b) retain possession of the share as a separate trust, paying to or for the benefit of the beneficiary so much or all of the income and principal of the share as the trustee deems necessary or advisable from time to time for his or her health, maintenance in reasonable comfort, education (including postgraduate) and best interests, adding to principal any income not so paid, and distributing the share to the beneficiary when he or she reaches the age of 21 years or to the estate of the beneficiary if he or she dies before receiving the share in full.

SECTION 5: Income: The income from a beneficiary's share shall be paid in convenient installments, at least quarterly, to the beneficiary until complete distribution of the share or his or her prior death.

SECTION 6: Principal Invasion: The trustee may also pay to each beneficiary such sums from the principal of his or her share as the trustee deems necessary or advisable from time to time for his health, education, maintenance, or support, considering the income of the beneficiary from all sources known to the trustee.

SECTION 7: Right to Withdraw: After division of the trust estate into shares, and after a beneficiary has reached the age of 70 years, the beneficiary may withdraw any part or all of the principal of his or her share any time or times. The value of the share shall be its value as of the beneficiary's first exercise of his or her withdrawal right, plus the value of any subsequent addition as of the date of the addition. The trustee shall make payment without question upon the beneficiary's written request. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise.

SECTION 8: Contingent General Testamentary Power of Appointment: If a beneficiary dies before receiving his or her share in full, then upon the death of the beneficiary if he or she has one or more descendent then living, the beneficiary may appoint his or her share to or in trust for such appointee or appointees (including the estate of the child), with such powers and in such manner and proportions as the beneficiary may appoint by his or her will making specific reference to this power of appointment.

SECTION 9: Limited Testamentary Power of Appointment: If a beneficiary dies before receiving his or her share in full, then upon the death of the beneficiary any part of his or her share not effectively appointed pursuant to the preceding section shall be held in trust hereunder or distributed to or in trust for such appointee or appointees other than the beneficiary, his or her estate, his or her creditors and the creditors of his or her estate, with such powers and

in such manner and proportions as the beneficiary may appoint by his or her will making specific reference to this power of appointment.

SECTION 10: Default: Upon the death of a beneficiary any part of his or her share not effectively appointed shall be distributed per stirpes to his or her living descendants.

FOURTH Administrative Provisions

The following provisions shall apply to the trust estate and to each trust under this agreement:

SECTION 11: Facility of Payment. If income or discretionary amounts of principal become payable to a minor or to a person under legal disability or to a person not adjudicated incapacitated 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 that income or principal shall be paid or expended only such of the following ways as the trustee deems best: (a) directly to the beneficiary or his or her attorney in fact; (b) to the legally appointed guardian of the beneficiary; (c) to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act; (d) by the trustee directly for the benefit of the beneficiary; (e) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.

SECTION 12: Spendthrift. The interests of beneficiaries in principal or income shall not be subject to the claims of any creditor, any spouse for alimony or support, or other, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.

The rights of beneficiaries to withdraw trust property are personal and may not be exercised by a guardian, attorney in fact or others.

SECTION 13: Accrued Income. Income received after the last income payment date and undistributed at the termination of any estate or interest shall, together with any accrued income, be paid by the trustee as income to the persons entitled to the next successive interest in the proportions in which they take that interest, except that upon my death that undistributed income shall be added to principal.

SECTION 14: Common Fund and Consolidation. For convenience of administration or investment, the trustee may hold separate trusts as a common fund, dividing the income proportionately among them, assign undivided interests to the separate trusts, and make joint investments of the funds belonging to them. The trustee may consolidate any separate trust with any other trust with similar provisions for the same beneficiary or beneficiaries.

SECTION 15: Powers. The trustee shall hold, manage, care for and protect the trust property and shall have the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

- (a) To retain any property (including stock of any corporate trustee hereunder or a parent or affiliate company) originally constituting the trust or subsequently added thereto, and to invest and reinvest the trust property in bonds, stocks, mortgages, notes, bank deposits, options, futures, limited partnership interests, shares of registered investment companies and real estate investment trusts, or other property of any kind, real or personal, domestic or foreign; the trustee may retain or make any investment without liability, even though it is not of a type, quality, marketability or diversification considered proper for trust investments;
- (b) To cause any property, real or personal, belonging to the trust to be held or registered in the trustee's name or in the name of a nominee or in such other form at the trustee deems best without disclosing the trust relationship;
- (c) To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the trustee's possession of voting discretion would subject the issuing company or the trustee to any law, rule or regulation adversely affecting either the company or the trustee's ability to refrain or vote company securities, shall be voted as directed by me if living, otherwise by the beneficiaries then entitled to receive or have the benefit of the income from the trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in the connection therewith to deposit securities and accept and hold other property received therefore;
- (d) To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;
- (e) To borrow money from any lender, extend or renew any existing indebtedness and mortgage or pledge any property in the trust;
- (f) To sell at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property and any reinvestments thereof, and to sell covered call options, from time to time for such price and upon such terms as the trustee sees fit;
- (g) To employ agents, attorneys and proxies and to delegate to them such powers as the trustee considers desirable;
- (h) To compromise, contest, prosecute or abandon claims in favor of or against the trust;
- (i) To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate allocation of unrealized gain for federal income tax purposes; to value the trust

property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

- (j) To deal with, purchase asset from, or make loans to, the fiduciary of my estate or any other estate or trust in which any beneficiary under this agreement has an interest, though a trustee hereunder is the fiduciary, and to retain any assets or loans so acquired, although not of a type, quality, marketability or diversification considered proper for trust investments; to deal with a corporate trustee hereunder individually or parent or affiliate company;
- (k) To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (i) if the trust is beneficiary or owner of any individual account in any employee benefit plan or individual retirement plan, income earned after death in the account shall be income of the trust, and if the trustee is required to pay all trust income to a beneficiary, the trustee shall collect and pay the income of the account to the beneficiary at least quarterly (and to the extent that all income cannot be collected from the account, the deficiency shall be paid from the principal of the trust), and (ii) reserves for depreciation shall be established out of income only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement or replacement of trust property which the trustee deems advisable;
- (l) To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election;
- (m) To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally-damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property which may have environmental damage; the trustee may expend trust property to do the foregoing, and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary; and
- (n) To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges.

SECTION 16: Accounts and Compensation. A trustee shall render an account of trust 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 trustee shall be reimbursed

for all reasonable expenses incurred in the management and protection of the trust, and any corporate trustee shall receive compensation for its services in accordance with its schedule of fees in effect from time to time. A trustee's regular compensation shall be charged against income during my lifetime and thereafter against income and half against principal, except that the trustee shall have full discretion at any time or times to charge a larger portion or all against income.

SECTION 17: Small Trust Termination and Perpetuities Savings. A corporate trustee in its discretion may terminate and distribute any trust hereunder if the corporate trustee determines that the costs of continuance thereof will substantially impair accomplishment of the purposes of the trust. The trustee shall terminate and forthwith distribute any trust created hereby, or by exercise of a power of appointment hereunder, and still held 270 years after the death of the last to die of myself and the beneficiaries in being at my death. Distribution under this section shall be made to the persons then entitled to receive or have the benefit of the income from the trust in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.

SECTION 18: Trustee Succession. ALAN M. SOROTA, of Pembroke Pines, FL, shall be trustee. If for any reason ALAN M. SOROTA is unwilling or unable to act as successor trustee, RICHARD SOROTA of _____, FL, shall be successor.

Any successor 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 successor trustee acting or appointed to act hereunder, a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust, shall appoint another successor trustee, but no beneficiary or person legally obligated to a beneficiary shall be 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, except that a successor to me as trustee shall without approval accept the assets delivered to the successor trustee as constituting all of the property to which the successor trustee is entitled and shall not inquire into my administration or accounting as trustee.

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

No trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court. No statute with respect to underproductive property shall apply to any trust under this agreement.

SECTION 19: Donee's Will. In disposing of any trust property subject to a power to appoint by will, the trustee may rely upon an instrument admitted to probate in any jurisdiction as the will of the donee or may assume that the power was not exercised if, within 3 months after

the death of the donee, the trustee has no actual notice of a will which exercises the power. The trustee may rely on any document or other evidence in making payment under this agreement and shall not be liable for any payment made in good faith before it receives actual notice of a changed situation.

SECTION 20: Insurance. With respect to any policy of life insurance under which the death benefits are made payable to the trustee:

- (a) The owner or owners thereof reserve all available benefits, privileges, payments, dividends, surrender values, options and elections, including the right at any time or times to change the beneficiary, to pledge or assign the policy or its proceeds as collateral security for any loan which the owner or owners may obtain from any lender, including a trustee hereunder individually or a parent or affiliate company, and to withdraw the policy if deposited with the trustee, without any duty on the trustee to see to its return.
- (b) The trustee need not pay or see to the payment of premiums or assessments on the policy.
- (c) Upon the death of the insured thereunder the trustee shall take such action as the trustee deems best to collect the policy proceeds, paying the expense thereof from the trust estate, but the trustee need not enter into or maintain any litigation to enforce payment on the policy until indemnified to the trustee's satisfaction against all expenses and liabilities to which the trustee might thereby be subjected. The trustee may release the insurance company from its liability under the policy and make any compromise which the trustee deems proper.
- (d) The insurance company shall not take notice of the provisions of this agreement or see to the application of the policy proceeds, and the trustee's receipt to the insurance company shall be a complete release for any payment made and shall bind every beneficiary under this agreement.
- (e) The trust shall be operative with respect to the proceeds of the policy at the death of the insured thereunder, after deducting all charges by way of advances, loans or otherwise in favor of the owner or owners or any other person, for which the trustee shall not seek reimbursement.

SECTION 21: Trustee for Out-of-State Property. If for any reason the trustee is unwilling or unable to act as to any property, such person or qualified corporation as the trustee shall from time to time designate in writing shall act as special trustee as to that property. Any person or corporation acting as special trustee may resign at any time by written notice to the trustee. Each special trustee shall have the powers granted to the trustee by this agreement, to be exercised only with the approval of the trustee, to which the net income and the proceeds from sale of any part or all of the property shall be remitted to be administered under this agreement.

SECTION 22: Generation-Skipping Tax. To enable trusts to be either completely exempt or nonexempt from generation-skipping tax, or for any other reason, the trustee may divide a trust into two or more separate trusts and may hold an addition to a trust as a separate trust. The rights of beneficiaries shall be determined as if the trusts were aggregated, but the trustee may pay principal to beneficiaries and taxing authorities disproportionately from the trusts. The trustee shall not be liable for deciding in its discretion to exercise or not exercise these powers.

Upon division or distribution of an exempt trust and a nonexempt trust held hereunder, the trustee in its discretion may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur.

If the trustee considers that any distribution from a trust hereunder other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a generation-skipping tax payable by the distributee, the trustee shall augment the distribution by an amount which the trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates.

If the trustee considers that any termination of an interest in trust property hereunder is a taxable termination subject to a generation-skipping tax, the trustee shall pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries.

FIFTH

SECTION 23: Governing Law. The law of Florida shall govern the validity and interpretation of the provisions of this agreement.

SECTION 24: Headings. The headings in this agreement are for convenience of reference only and shall not be considered in the interpretation of this agreement.

Joseph G. Sorota
JOSEPH G. SOROTA, as Settlor

We certify that the above instrument was on the date thereof signed and declared by JOSEPH G. SOROTA as his Trust Agreement in our presence and that we, in his presence and in the presence of each other, have signed our names as witnesses thereto believing JOSEPH G. SOROTA to be of sound mind at the time of signing.

G. Norman Drucker residing 2000 ISLAND BLVD- UNIT -1801
AVENTURA, FL 33160
A. Norman Drucker
(Print Name)
Rebeca Marcelo residing 1980 NE, 187 ST, NMB.
#2 33161
REBECA MARCELO
(Print Name)

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 22 day of December, 2004, by JOSEPH G. SOROTA, who (X) is personally known to me or () has produced _____ as identification.



Samuel S. Sorota
Commission #DD266973
Expires: Nov 13, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Samuel S. Sorota
NOTARY PUBLIC
Print name: _____
My Commission expires: _____
(SEAL)

SCHEDULE A: Properties

Title:

Value:

Date/Contact:

SCHEDULE B: Beneficiaries

NAME:

ADDRESS/CONTACT:

ALAN M. SOROTA

RICHARD SOROTA

INA SOROTA

BEVERLY KATES

GAIL GILMAN
