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TRANSMITTAL LETTER

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

SUBJECT:	ELLIOTT JAY LINSKY REVOCABLE INTER VIVOS TRUST			
Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:				
FEES:				
Declara	ntion of Trust	\$350.00		
OPTIONAL:				
Certified Copy		\$ 8.75		
FROM	MICHAEL A. LINSKY			
Name (Printed or typed)				
	5210 Interbay Boulevard, No.1			
Address				
	Tampa, FL 33611			
City, State & Zip				
	813-223-7509			
Daytime Telephone number				



January 8, 2016

MICHAEL A. LINSKY 5210 INTERBAY BLVD., NO.1 TAMPA, FL. 33611

SUBJECT: THE ELLIOTT JAY LINSKY REVOCABLE INTER VIVOS TRUST

Ref. Number: W16000001205

We have received your document for THE ELLIOTT JAY LINSKY REVOCABLE INTER VIVOS TRUST 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 "AFFIDAVIT" must be notarized.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Maryanne Dickey Regulatory Specialist II New Filing Section

Letter Number: 316A00000486

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY

ELLIOTT JAY LINSKY REVOCABLE INTER V 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 Trust, the undersigned, the Chairman of Trust. Board of Trustees of the Elliott Jay Linsky Revocable Inter Vivos Trust (Name of Trust) Florida Trust hereby affirms in order to file or qualify (State) the Elliott Jay Linsky Revocable Inter Vivos Trust __, in the State of Florida. (Name of Trust) 1. Two or more persons are named in the Trust. 2. The principal address is _5210 Interbay Boulevard, No. 1, Tampa, FL 33611 3. The registered agent and street address in the State of Florida is: Michael A. Linsky, 5210 Interbay Boulevard, No. 1, Tampa, FL 33611 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 Elorida. MICHAEL A. LINSKY **ASHLEY SOUTHARD NOTARY PUBLIC** Name: OF, COLORADO Chairman of the Board of Trustees

Filing Fee:

\$350.00

Certified Copy: \$ 8.75 (optional)

CR2E063(3/00)

MY COMMISSION EXPIRES AUGUST 15, 2016

ELLIOTT JAY LINSKY REVOCABLE INTER VIVOS TRUST TRUST AGREEMENT



THIS TRUST AGREEMENT is entered into as of the 6th day of December 2007 between GERALDINE G. LINSKY, "Grantor", and MICHAEL A. LINSKY and BENJAMIN A. LINSKY, "Trustees."

ARTICLE I - ESTABLISHMENT OF THE TRUST

- A. The Grantor has established this trust in order to provide property management for the benefit of ELLIOTT JAY LINSKY, "Beneficiary." This Trust shall be known as the "ELLIOTT JAY LINSKY REVOCABLE INTER VIVOS TRUST."
- B. The Grantor has made provisions in her Last Will and Testament for the transfer of certain assets to this Trust.
- C. The Trustees acknowledge the above and agree to hold those assets described in Article I, paragraph B, above, together with any and all other property which may hereinafter be added thereto for the uses and purposes hereinafter set forth.

ARTICLE II - REVOCABILITY AND ADDITIONS

- A. This Trust is revocable during the life of the Grantor. The Grantor shall have the right to alter, amend, revoke, or terminate this Trust in whole or in part so long as she is alive and so long as any such change is made in writing, executed by the Grantor, and delivered to the Trustees. This Trust shall become irrevocable upon the death of the Grantor.
- B. The Trustees are authorized to accept, manage, operate, and disburse any additional property, real or personal, that may be given to this Trust together with all income therefrom to the same extent, with the same effect, and to all purposes and intents as if such property were delivered to the Trustees from the Grantor's wills as contemplated by Article I, paragraph B, above.

ARTICLE III - DISPOSITION OF PRINCIPAL AND INCOME

A. The Trustees may pay and distribute the net income and principal of this Trust for

the benefit of the Beneficiary at any time during his lifetime in such sums as the Trustees may from time to time determine, in Trustees' sole discretion. However, during the remainder of the calendar year of my death, the distributions hereunder may not exceed \$4,200.00 per month for each month following the month of my death. The distribution for the calendar year following the year of my death may not exceed \$50,000.00, and the distributions for the following calendar years not exceed \$50,000.00 or the previous year's distribution plus 3%, whichever is greater.

- B. Upon the death of the Beneficiary, this Trust shall continue if the Beneficiary is survived by a spouse who was married to him at the time of his death, ("Spouse"). If the Beneficiary is survived by such a Spouse, then the Trustees shall continue administrating this Trust as set forth in this Trust Agreement until the death of any such Spouse, and the Trustees shall continue to make the distributions contemplated to be made to the Beneficiary pursuant to Article III, paragraph A, divided equally between that Spouse and any then living issue of the Beneficiary, presently BRIAN ROBERT LINSKY, or if he is not living, to his then living issue, per stirpes.
- C. If the Beneficiary is survived by a spouse, three years following the death of the beneficiary or upon the death of the spouse, whichever occurs first, this trust shall terminate and the remaining portion of this Trust, including accrued interest and additional principal, shall be divided equally, free of trust, per stirpes, among the then living issue of the Beneficiary, presently BRIAN ROBERT LINSKY, or if the Beneficiary has no then living issue, then to MICHAEL A. LINSKY and BENJAMIN A. LINSKY and their issue, per stirpes.

ARTICLE IV - PROVISIONS RELATING TO TRUSTEESHIP

- A. In the event of the death, resignation, or incapacity of one of the Trustees, the majority of the beneficiaries under this Trust shall appoint the successor trustee.
- B. No purchaser or other person dealing with any Trustee purporting to act under any power or authority granted in, or given by or in compliance with this Trust, or any part or parts hereof, need inquire into the existence of facts upon which the purported power or authority depends or into the question whether the purported power or authority exists.
 - C. No bond shall be required of any Trustee.

ARTICLE V - TRUSTEES' POWERS AND DIRECTIONS

The Trustees and any successor-Trustees shall have all of the powers and protection granted to Trustees by statute, including the prudent man rule, the Uniform Principal and Income Law, and the Uniform Trustee Administration Law. In addition and not in limitation of any common-law or statutory authority and without application to any court, the Trustees and any successor-Trustees shall have the power and responsibility described below, to be exercised in his absolute discretion, including but not limited to the following powers with respect to all assets in the trust estate:

- A. With regard to both real and personal property, for the purpose of paying taxes, claims, and the costs of administration of a Grantor's probate estate, for making distributions, management of the property, and for every other proper purpose, the Trustees may acquire, retain, invest, reinvest, exchange, lease, sell, mortgage, pledge, transfer, and convey in such manner and on such terms, without limits to time, as they may deem advisable, even on terms beyond the expected term of this Trust, and no purchaser or lender shall be liable to see to the propriety of the transaction nor to the application of the proceeds.
- B. The Trustees may exercise any option in any policies of insurance held by or payable to the Trustees that is exercisable by the Trustees subject always to the right of a Grantor to control and exercise any and all rights and incidents of ownership to such policies during his lifetime.
- C. The Trustees may employ counsel or other agents and to determine the reasonable sums that shall be paid for those services and to make payment of those sums.
- D. The Trustees may accept from anyone, property approved by the Trustees as a contribution to the principal of any trust that may be created under this instrument and to be administered under the terms of that trust.
- E. If after a Grantor's death his probate estate other than tangible personal property is not sufficient to pay claims, estate taxes, and expenses of administration of that Grantor's estate, then, upon demand of that Grantor's personal representative, the Trustees shall pay to that Grantor's Personal Representative those amounts requested that are necessary to pay those expenses. Payment in either manner shall be without need to verify the amount or the purpose of the payment or to verify the application of the funds.
- F. The Trustees may hold, manage, invest, and account for the separate trusts in one or more consolidated funds, in whole or in part, as Trustees may determine. No such holding, however, shall defer the vesting in possession of any estate created under this instrument.
- G. In the discretion of Trustees, any distribution hereunder may be partially or wholly satisfied in each or in kind, or both, provided, however, that distributions shall fairly reflect at the date of each distribution the net appreciation or depreciation in value of all of the assets then available for satisfaction of the gift or distribution.
- H. The Trustees shall make distributions of income from the trusts created under this Trust Agreement, except discretionary distributions shall be made not less frequently than annually or, upon the written request of a beneficiary or his guardian, more frequently, though not more frequently than monthly.
- 1. When any act or course of conduct is subject to a contingency under the terms of this Trust Agreement, the Trustees may act or continue a course of conduct as if the contingency has not occurred until he receives actual notice of the event controlling the contingency.

- J. The Trustees may compromise, settle, or adjust any claim or demand by or against any Trustee and to agree to any rescission or modification of any contract or agreement.
- K. The Trustees may retain any security or other property owned at a Grantor's death or to exchange any such security or property for other securities or properties and to retain such items received in exchange.
- L. The Trustees may sell, exchange, assign, transfer, and convey any security or property, real or personal, held in any trust established pursuant to this Trust Agreement, at public or private sale, at such time and price and upon such terms and conditions (including credit) as the Trustees may, in his sole discretion, determine.
- M. The Trustees may invest and reinvest in such stocks, bonds, and other securities and properties as the Trustees may deem advisable, including but not limited to unsecured obligations, undivided interest, interest investment trusts, common trust funds, mutual funds, leases, and property which is outside of Florida, all without diversification as to kind or amount without being restricted in any way by any statute or court decision (now or hereafter existing) regulating or limiting investment by fiduciaries.
- N. The Trustees may register and carry any property in Trustees' own name or in the name of his nominee, or to hold it unregistered.
 - O. The Trustees may sell or exercise any "rights" issued on any securities held.
- P. The Trustees may consider and treat as principal all dividends payable in stock, all dividends in liquidation, and all "rights" issued on securities, and to consider and treat as income all other dividends received, except that those declared and payable as of the "record dated" preceding a Grantor's death shall always be treated as principal.
- Q. The Trustees may vote in person or by proxy any stocks or securities held, and to grant such proxies and powers of attorney to other person or persons.
- R. The Trustees may consent to and participate in any plan for the liquidation, reorganization, consolidation, or merger of any corporation in which this Trust has any interest or affiliation or any security which is held by this Trust, without liability for so doing, save for bad faith, and without any taint such activity may be self-dealing under federal or state law or regulation.
- S. The Trustees may lease any real estate on such term or terms, upon such conditions and rentals, and in such manner as the Trustees may deem advisable, with or without the privilege of purchase. Any lease so made shall be valid and binding for the full term thereof even though same might extend beyond the duration of this Trust. To make repairs, replacements, and improvements, structural or otherwise, to any such real estate, to insure against fire or other risk, and to charge the expense thereof to principal or income, or to apportion same

between principal and income, as Trustees may deem proper. To subdivide real estate, to dedicate real estate to public use, and to grant easements.

ARTICLE VI - RESTRAINT UPON ALIENATION

Principal or income distributable from any trust created under this Trust Agreement shall not be subject to anticipation, assignment, mortgage, or pledge in any manner by any beneficiary, shall not be subject to the interference or control of any creditor of a beneficiary, and shall not be reached by any legal, equitable, or other process, including bankruptcy proceedings, in satisfaction of any debt or liability of a beneficiary prior to receipt of any such distribution by that beneficiary.

ARTICLE VII - DEFINITIONS

- A. Whenever the context and facts permit, masculine, feminine, and neuter pronouns and the word "Trustees" shall each include all genders, and the singular shall include the plural, and the plural shall include the singular, and "Trustees" shall include both present and future Trustees under this instrument.
- B. The words "direct or indirect benefit" have been used in describing distribution of income and principal of certain trusts with the intention to dispense with any requirement at law that the payment, use, application, or expenditure in question, if it is to be regarded as a benefit, must inure only to the individual in question. Thus, as an example, a payment to or for the benefit of a person living with or dependent upon one of the beneficiaries, under circumstances to be determined by Trustees, may be regarded as an indirect benefit to that beneficiary. The judgment of Trustees shall be final in respect to this question.

ARTICLE VIII - MISCELLANEOUS

- A. This instrument has been prepared and executed in the State of Florida: All questions concerning the meaning and intention of the terms of this instrument and concerning its validity and all questions relating to performance under it shall be judged and resolved in accordance with the laws of Florida.
- B. The use herein of titles for Items is solely for convenience. Such titles are not to be considered in determining the meaning, intent, or proper interpretation of any Article.

IN WITNESS WHEREOF, the parties hereto have signed, scaled, and delivered this

instrument at Tampa, Hillsborough Cou	ınty, Florida, this 6th day of December, 2007.
Signed, sealed and delivered in the presence of:	Grantor
Print name: PATTI J. SIBBITT	GENALDINE G. LINSKY PH 12:5
Sandra L Servido Print name: SANDra L Servido	PH 12: 50
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	v .
THE FOREGOING INSTRUM OUT Who has produced and did/did not take an oath. Notary Public State of Florida Sandra L Servicio M. Godennis Scholoffrierien DD431918 Expires 06/25/2009	MENT was acknowledged before me this 64 day of raldine G. Linsky and Twho is personally known to me as identification Sanda Locale NOTARY PUBLIC, STATE OF FLORIDA
Signed, sealed and delivered in the presence of: Authorized Autho	Hulle Luly Michael A. Linsky
Print name: Sandra L. Servidas STATE OF FLORIDA	
	MENT was acknowledged before me this 644 day of hael A. Linsky and who is personally known to me or

☐ who has produced	as identification and
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My Commission From Subic State of Florida	NOTARY PUBLIC, STATE OF FLORIDA
Sandra L Sandrillo My Commission DD431918	一直,一直,一直,一直,一直,一直,一直,一直,一直,一直,一直,一直,一直,一
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Signed, sealed and delivered in the presence of:	Trustee 2 2 5
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Print name: PATT 1 J. SIBBITT	BENJAMIN A. LINSKY
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Print name: Sandra L. Servidio	
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
THE FOREGOING INSTRUM	ENT was acknowledged before me this 644 day of
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and did/did not take an oath.	
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My Commission DD431918 Expires 06/25/2009	

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