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Special Instructions to Filing Officer:	

T. SCOTT

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TRANSMITTAL LETTER

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

SUBJECT:	JAY PHILIP BUNK REVOCABLE TRUST(12/29/2021)		
Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:			
FEES: Declara	ation of Trust	\$350.00	
OPTIONAL:			
Certifie	ed Copy	\$ 8.75	
FROM	JAY PHILIP BUNK		
Name (Printed or typed)			
	200 SE CELESTIA COURT		
	Address		
	PORT ST. LUCIE, FL,34983		
	City, State &	Zip	
	772-979-0468		
	Daytime Telephone	e number	



March 8, 2022

JAY PHILIP BUNK 200 SE CELESTIA COURT PORT SAINT LUCIE, FL 34983

SUBJECT: JAY PHILIP BUNK REVOCABLE TRUST

Ref. Number: W22000030033

We have received your document for JAY PHILIP BUNK REVOCABLE TRUST and your check(s) totaling \$358.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Trusr must list two trustees with address.,

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.

Letter Number: 222A00005535

Tyrone Scott Regulatory Specialist II New Filings Section

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY

JAY PHILIP BUNK REVOCABLE TRUST (12/29/2021)

	A REVOCABLE TRUST
Ca	accordance with Section 609.02 of the Florida Statutes, pertaining to ommon Law Declarations of Trust, the undersigned, the Chairman of the pard of Trustees of JAY PHILIP BUNK REVOCABLE TRUST(12/29/2021), a
Fl	ORIDA (Name of Trust) Trust hereby affirms in order to file or qualify
JA	(State) AY PHILIP BUNK REVOCABLE TRUST (12/29/2021) in the State of Florida. (Name of Trust)
1.	Two or more persons are named in the Trust.
2.	The principal address is200 SE CELESTIA COURT, PORT ST. LUCIE,
	_ORIDA, 34983
J/	The registered agent and street address in the State of Florida is: AY PHILIP BUNK DO SE CELESTIA COURT, PORT ST. LUCIE, FL 34983
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 appointmental registered agent and agree to act in this capacity.
5.	(Signature of Registered Agent) 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.
300 A	Name: Chairman of the Board of Trustees Chairman of the Board of Trustees Wy Comm. Expires Sep 7, 2025 Filing Fee: \$350.00 Certified Copy: \$8.75 (optional)

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

JAY PHILIP BUNK REVOCABLE TRUST

TRUSTEES:

TRUSTEE

JAY PHILIP BUNK

200 SE CELESTIA COURT

PORT ST. LUCIE FLORIDA 34983

772-979-0468

SUCCESSOR

ELISA J. MASSING

1454 NW SPRUCE RIDGE DRIVE

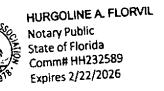
STUART FLORIDA 34994

772-485-8834

My he +113/2022

JAY PHILIP BUNK (TRUSTEE)

COPY



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JAY PHILIP BUNK REVOCABLE TRUST

Prepared by:

Jason A. Jenkins Attorney at Law 1750 Hwy 160 West Suite 101-249 Fort Mill, SC 29708

803-701-9606

JAY PHILIP BUNK REVOCABLE TRUST

THIS TRUST AGREEMENT is entered into on 29 December. 2021, between JAY PHILIP BUNK, of Saint Lucie County, Florida, as settlor (the "Settlor") and as initial trustee (the "Trustee").

WITNESSETH:

The Settlor desires to create a trust to be held, administered, and distributed in accordance with the provisions of this Trust Agreement. Accordingly, the Settlor has transferred to the Trustee, and the Trustee acknowledges receipt from the Settlor of the sum of ten dollars (\$10.00) in cash. This property, together with any other property which may hereafter be conveyed to the Trustee subject to the trust hereby created, shall be held, administered, and distributed by the Trustee, upon the trust and for the purposes and uses herein set forth. The trust initially created by this Trust Agreement shall be known as the "JAY PHILIP BUNK REVOCABLE TRUST."

ARTICLE I - IDENTIFICATION

The Settlor is not married and does not have any children.

ARTICLE II - INITIAL REVOCABLE TRUST

- A. <u>Distributions.</u> The Trustee shall hold, manage, sell, exchange, invest and reinvest the trust property, collect all income and, after deducting such expenses as are properly payable, shall accumulate and distribute the income and principal as herein provided. The Trustee shall distribute the income and principal of the trust to the Settlor in such amounts as the Settlor may direct. All undistributed trust income shall be accumulated and invested. If the Settlor becomes incapacitated, the Trustee shall distribute such amounts of the income and principal of the trust for the comfort, health, support, maintenance, or other needs of the Settlor as the Trustee shall determine, in the Trustee's discretion, to be necessary or appropriate to maintain the Settlor in accordance with the Settlor's accustomed standard of living at the time of the execution of this Trust Agreement.
- B. <u>Additions Following Death of Settlor</u>. Following the death of the Settlor, the Trustee shall add to this trust all property which was owned by the Settlor and which is received



by such Trustee under the Settlor's Will and all non-probate assets (which shall include, but not be limited to, any payments from an employee or self-employed benefit plan, individual retirement account or annuity or any proceeds of any insurance policy on the life of the Settlor) which are payable to the Trustee hereunder.

- C. Payment of Taxes. Following the death of the Settlor, the Trustee shall pay from the remaining property of this trust the difference between all taxes which must be paid by reason of the Settlor's death and those taxes which would be payable by reason of the Settlor's death had the property of this trust not been includable in the gross estate of the Settlor for the purpose of calculating such taxes. Except as otherwise specifically provided herein, any taxes caused by the inclusion in the Settlor's estate of property not passing under this Trust Agreement or under the Settlor's Will shall be apportioned and paid in accordance with Section 733.817 of the Florida Probate Code (or any successor statute), and in such case, Federal law shall control if Florida law and Federal laws conflict or if Florida law fails to address an apportionment or tax payment issue. This Section shall not apply to any generation skipping transfer taxes imposed by Section 2601 of the Code, which taxes shall instead be payable in accordance with the provisions of Section 2603 of the Code.
- D. Payment of Expenses. The Trustee, in the Trustee's discretion, may pay from the trust property all or any part of the Settlor's funeral expenses, claims which are legally enforceable against the Settlor's estate and reasonable expenses of administration of the Settlor's estate, but the Trustee shall not make any such payments that are not in the best interests of any person having a beneficial interest in the remaining property of this trust upon termination. The payments made pursuant to this Section shall be made prior to the distributions provided for in Article II, Section E. The Trustee may make such payments directly or may pay over the amounts thereof to the duly qualified executor, personal representative, or administrator of the Settlor's estate. Written statements by the executor, personal representative, or administrator of the Settlor's estate of the sums that may be paid under this Section shall be sufficient evidence of their amounts, and the Trustee shall be under no duty to confirm that such payments were applied properly.
- E. <u>Termination.</u> The trust created by this Article shall terminate upon the death of the Settlor. Upon termination, the Trustee shall distribute the remaining income and principal of this trust to the following beneficiaries as follows:
 - 1. 15% to Elisa J. Massing;
 - 2. 15% to Karen Angstadt:



- 3. 15% to Tamara Schurian;
- 4. 10% to Patricia Durrick
- 5. 10% to Cynthia L. Bunk;
- 6. 5% to Jacob Allan Jenkins:
- 7. 5% to Roger Weber:
- 8. 5% to Keith Hodges;
- 9. 5% to Kendall Angstadt:
- 10. 5% to Jordan Angstadt;
- 11 5% to Michael Daneause; and
- 12. 5% to Thomas Dancause.

However, if any beneficiary fails to survive the Settlor, his or her share of the remaining income and principal of this trust shall be reverted into the remaining income and principal of this trust and distributed in accordance with this paragraph. If all of the beneficiaries listed above fail to survive the Settlor, then all of the remaining income and principal of this trust shall be distributed to the Settlor's heirs.

ARTICLE III - TRUSTEE NOMINATIONS

- A. <u>Successor Trustee</u>. If JAY PHILIP BUNK dies, resigns, becomes incapacitated, or otherwise ceases to serve as Trustee of a trust created under this Trust Agreement, then the Settlor's girlfriend. ELISA J. MASSING, shall become Trustee of such trust. If ELISA J. MASSING dies, resigns, becomes incapacitated, or otherwise ceases to serve as Trustee of a trust created under this Trust Agreement, then the Settlor's friend, KAREN ANGSTADT, shall become Trustee of such trust.
- B. <u>Removal of Trustee by Settlor.</u> The Settlor may at any time remove the Trustee of the trust created under Article II, with or without cause, and shall nominate a successor Trustee. The Settlor may nominate a successor corporate Trustee, or the Settlor may nominate any other



individual or individuals as successor Trustee or Co-Trustee. If the Settlor is not serving as Trustee, the Settlor may elect at any time to be the sole Trustee or a Co-Trustee by notice to the Trustee.

- C. Resignation of Trustee. Any Trustee may resign by giving notice to the Settlor, while the Settlor is living, and thereafter to the beneficiary of such trust. If the trusteeship of the trust created by Article II becomes vacant for any reason during the Settlor's lifetime, the power to nominate a successor shall be exercisable by the Settlor for a period of 60 days; provided, however, if the Settlor fails to nominate a successor within such 60 day period, and if no successor Trustee has been nominated pursuant to the terms of any other Section of this Article, the power to nominate a successor shall be exercisable by a court of competent jurisdiction.
- D. Expenses and Compensation. Every Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with such Trustee's duties. Every Trustee, except the Settlor, shall be entitled to fair and reasonable compensation for services rendered by such Trustee in an amount determined in accordance with the Florida statutory rate prevailing at such time, or if no such statutory rate exists, in an amount not exceeding the customary and prevailing charges for services of a similar character at such time.
- E. <u>Waiver of Bond: Ancillary Trustees.</u> No Trustee acting hereunder shall be required to give bond or other security in any jurisdiction. If any trust created by this Trust Agreement contains property located in another state or a foreign jurisdiction, and the Trustee cannot or chooses not to serve under the laws of such state or foreign jurisdiction, the power to nominate an ancillary Trustee for such property (as well as any successor ancillary Trustee) shall be exercisable by the Settlor, or by the Trustee if the Settlor is not living or is not competent to act. An ancillary Trustee nominated pursuant to this Section may be an individual or corporate Trustee.
- F. "Trustee" Defined. Unless another meaning is clearly indicated or required by context or circumstances, the term "Trustee" shall mean and include the initial Trustee and any successor Trustee or Co-Trustees. Except as otherwise specifically provided in this Trust Agreement, if Co-Trustees are designated to serve hereunder or if Co-Trustees are already serving, and one such Co-Trustee declines to serve, fails to qualify, dies, resigns, becomes incapacitated, or otherwise ceases to serve for any reason, then the remaining Trustee or Co-Trustees, as the case may be, shall serve or continue to serve in such capacity.
- G. <u>Actions by Co-Trustees.</u> In all matters relating to each trust created under this Trust Agreement, when Co-Trustees are serving, all such Co-Trustees must act jointly and together.
- H. "Corporate Trustee" Defined. The term "corporate Trustee" shall mean a bank having trust powers or a trust company having (alone or when combined with its parent organization and affiliate) assets beneficially owned by others under its management with a value



in excess of \$100,000,000 (U.S.), and the successor (by merger, consolidation, change of name or any other form of reorganization, or if such corporate Trustee ever transfers all of its existing business of serving as a fiduciary to any other bank or trust company or corporation) bank or trust company to any such corporate Trustee named herein or serving hercunder. If a bank or trust company is specifically named herein or was a corporate Trustee (as defined above) when it accepted its fiduciary position hereunder, it shall not cease to be considered a corporate Trustee because its assets under management presently are or later decline below the amount stated above. In any instance where a corporate Trustee is required to be nominated as a successor Trustee or Co-Trustee in connection with the removal of any Trustee or Co-Trustee, the instrument of removal shall contain the acceptance of the corporate Trustee so nominated evidenced on it. If a corporate Trustee is serving as a Co-Trustee, it shall have exclusive custody of the properties, books and records of the trust as to which it is serving, but shall make such properties, books and records available for inspection and copying by every other Trustee of such trust.

<u>ARTICLE IV - ADMINISTRATIVE PROVISIONS</u>

- A. <u>Survivorship.</u> For purposes of this Trust Agreement, no person shall be deemed to have survived the Settlor if such person shall die within 90 days after the Settlor's death; however, the Trustee may make distributions from the trusts created under this Trust Agreement within that period for the support of the Settlor's children. Any person who is prohibited by law from inheriting property from the Settlor shall be treated as having failed to survive the Settlor.
- B. Right To Reside. The Settlor's principal residence shall be entitled to the homestead tax exemption as provided in Section 689.071(8)(h) of the Florida Land Trust Act, and in that regard, notwithstanding any other provision of this Trust Agreement, the Trustee shall have the power and authority to protect, to conserve, to sell, to lease, to encumber, or otherwise to manage and dispose of the Settlor's principal residence. Furthermore, the Settlor shall have the right to reside on any real property owned by the trust created under Article II during the Settlor's lifetime and until the death of the Settlor. It is the intent of this provision to preserve in the Settlor the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.031 of the Florida Statutes, so that the Settlor's possessory right constitutes, in all respects, equitable title to real estate as that phrase is used in Section 6, Article 7 of the Constitution of the State of Florida. The Settlor will be entitled to claim any available homestead tax exemption for any real property in the trust created hereunder, and for purposes of that exemption, the Settlor's interest in such property will be deemed an interest in real property and not an interest in personalty. The provisions contained in this Section shall not restrict the Trustee in any way from



selling, leasing, or encumbering such property without the Settlor's joinder in any deed or other instrument.

- C. <u>Revocation By Settlor</u>. The Settlor may alter, amend, modify, revoke or terminate any of the provisions of this Trust Agreement by notice to the Trustee. Upon the death of the Settlor, this Trust Agreement shall become irrevocable.
- Ombination of Trusts. After the death of the Settlor, the Trustee, in the Trustee's discretion, may combine any trust created under this Trust Agreement with any other trust or trusts if the terms of such trusts are substantially similar, if such trusts have the same primary beneficiaries, and if such trusts have the same inclusion ratio as defined in Section 2642(a) of the Code. The Trustee shall not be obligated to combine such trusts. If trusts which are combined are to terminate at different times, the combined trust shall terminate in stages, with a pro rata portion of the combined trust being distributed to the appropriate beneficiaries when each such trust terminates. If trusts which are combined are to terminate at the same time but have different contingent beneficiaries, the remaining property of the combined trust shall be divided pro rata among the contingent beneficiaries of each trust. Any such pro rata distributions shall be made in proportion to the value of each trust at the time such trusts were combined.
- E. Maximum Duration of Trusts. Notwithstanding anything to the contrary contained in this Trust Agreement, any trust created by this Trust Agreement, unless earlier terminated according to the terms of this Trust Agreement, shall terminate within the time period specified in the Florida Uniform Statutory Rule Against Perpetuities found in Section 689.225 of the Florida Statutes. If the Trustee at any time combines and administers as one trust any trust or trusts created hereunder and any trust or trusts under any other instrument, such combined trust shall not continue beyond the earlier date on which either of such trusts would, without regard to such combination, have been required to terminate under the rule against perpetuities or other applicable law governing the maximum duration of trusts. If any trust (including a combined trust) would, but for the terms of this Section, continue beyond such date, such trust shall nevertheless at that time terminate and the remaining property of such trust shall be distributed as provided in the Article which creates such trust.

ARTICLE V - TRUSTEE PROVISIONS

A. <u>Powers.</u> The Trustee shall have all of the powers and authorities conferred upon trustees by statute or common law in any jurisdiction in which the Trustee may act, including all powers and authorities conferred by the Florida Trust Code, and by any future amendments thereto, except for any instance in which such powers and authorities may conflict with the express

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provisions of this Trust Agreement, in which case the express provisions of this Trust Agreement shall control. In addition to such powers, the Trustee is specifically authorized:

- (1) To retain, without liability for any depreciation or loss occasioned by such retention, any property transferred to the Trustee by the Settlor or any other person when the Trustee determines that, because of the circumstances involved, any trust created hereunder would be better served by not diversifying the investment in such property;
- (2) To exchange, sell or lease (including leases for terms exceeding the duration of any trust created by this Trust Agreement) for cash, property or credit, or to partition, from time to time, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such character and with such covenants as the Trustee may deem proper, all or any part of the assets of each trust, and no vendee or lessee of the Trustee shall be required to look to the application made by the Trustee of any funds paid to the Trustee;
- (3) To borrow money from any source (including any Trustee) and to mortgage, pledge or in any other manner encumber all or any part of the assets of any trust as may be advisable in the judgment of the Trustee for the advantageous administration of such trust;
- (4)To invest and reinvest any part of any trust in any kind of property whatsoever, real or personal, whether or not productive of income, and such investments and reinvestments may be made without regard to the proportion that such property or property of a similar character held may bear to the entire trust estate if the Trustee determines that, because of the circumstances involved, such trust would be better served by not diversifying such investment or reinvestments; provided, however, the standard for assessing the investment performance of a Trustee who is an individual shall be the prudent investor rule in Section 518.11 of the Florida Statutes, and such rule shall be applied to the investment performance of the entire portfolio, taking into account the purposes, terms and provisions stated herein, and not the investment performance of any single investment considered apart from the rest of the portfolio; provided, further, the Settlor may direct the Trustee as to the investments to be made by the Trustee, and the Trustee shall not be liable to any person for any losses resulting from following the written direction of the Settlor in investing the trust assets;
- (5) To employ attorneys, accountants, investment managers, specialists and such other agents as the Trustee shall deem necessary or desirable; to have the authority to nominate an investment manager or managers to manage all or any part of the assets of any trust, and to delegate to said manager investment discretion and such nomination shall include the power to acquire and dispose of such assets; and to charge the compensation of such attorneys, accountants, investment advisors,



investment managers, specialists and other agents and any other expenses against such trust:

- (6) To register and carry any securities or other property in the name of the Trustee or in the name of the nominee of any corporate Trustee (or to hold any such property unregistered) without increasing or decreasing the fiduciary liability of the Trustee; to exercise any option, right or privilege to purchase or to convert bonds, notes, stocks (including shares or fractional shares of stock of any corporate Trustee), securities or other property, and to borrow money for the purpose of exercising any such option, right or privilege; to vote any stock which may be held in any trust; and if two or more Trustees are serving hereunder and no such Trustee is a corporate Trustee, to open any type of account in such a manner that all activities associated with such account may be handled by one of the Co-Trustees acting alone;
- (7) To enter into any transaction on behalf of any trust (including loans to beneficiaries for adequate security and adequate interest) despite the fact that another party to any such transaction may be (i) a trust of which any Trustee under this Trust Agreement is also a trustee; (ii) an estate of which any Trustee under this Trust Agreement is also an executor, personal representative, or administrator; (iii) a business or trust controlled by any Trustee under this Trust Agreement or of which any such Trustee, or any director, officer or employee of any such corporate Trustee, is also a director, officer or employee; or (iv) the Settlor, any other beneficiary or any Trustee under this Trust Agreement acting individually:
- To make, in the Trustee's discretion, any distribution required or permitted to be made to any beneficiary under this Trust Agreement, in any of the following ways when such beneficiary is a minor or is incapacitated: (i) to such beneficiary directly; (ii) to the guardian or conservator of such beneficiary's person or property; (iii) by utilizing the same, directly and without the interposition of any guardian or conservator, for the health, support, maintenance, or education of such beneficiary; (iv) to a person or financial institution serving as custodian for such beneficiary under a uniform gifts to minors act or a uniform transfers to minors act of any state with the age of termination determined by the Trustee in a state which allows for delayed termination; (v) by reimbursing the person who is actually taking care of such beneficiary (even though such person is not the legal guardian or conservator) for expenditures made by such person for the benefit of such beneficiary; and (vi) by managing such distribution as a separate fund on the beneficiary's behalf, subject to the beneficiary's continuing right to withdraw the distribution; and the written receipts of the persons receiving such distributions shall be full and complete acquittances to the Trustee;
- (9) To access, establish, control, use, cancel, deactivate, or delete the Settlor's Digital Accounts and Digital Assets, and to access, control, use, deactivate.



or dispose of the Settlor's Digital Devices, "Digital Accounts" are electronic systems for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset which is stored on any type of Digital Device, regardless of the ownership of the Digital Device upon which the Digital Asset is stored. "Digital Assets" mean data, files, text messages, emails, documents, audio, video, images, sounds, social media content, social networking content, apps. codes, health care records, health insurance records, credit card points, travel-related miles and points, computer source codes, computer programs, software, software licenses, databases, or the like, including access credential such as usernames, passwords and answers to secret questions, which are created, generated, sent, communicated, shared, received, or stored by electronic means on a Digital Device, "Digital Devices" are electronic devices that can create, generate, send, share, communicate, receive, store, display, or process information;

- (10) To purchase any of the property (including speculative investments) in the testamentary estate of the Settlor at its fair market value and to retain any property so acquired without liability for depreciation or loss occasioned by such purchase and retention;
- (11) To lend money to the testamentary estate of the Settlor upon adequate security and for adequate interest;
- (12) To invest the assets of any trust in any life insurance policy or policies (including term insurance) on the life of one or more of the beneficiaries of the trusts, or on the life of any person or persons in whom one or more of the beneficiaries of such trust have an insurable interest:
- (13) To store personal property given to a person who is a minor or who is incapacitated for later distribution to such person, or to sell such property and add the proceeds of sale to a trust of which such person is a beneficiary:
- (14) To make divisions, partitions, or distributions in money or in kind, or partly in each, whenever required or permitted to divide, partition, or distribute all or any part of any trust; and, in making any such divisions, partitions, or distributions, the judgment of the Trustee in the selection and valuation of the assets to be so divided, partitioned, or distributed shall be binding and conclusive, and the Trustee shall not be liable for any differing tax consequences to the beneficiaries hereunder:
- (15) To release, in the discretion of the Trustee, any fiduciary power at any time, in whole or in part, temporarily or permanently, whenever the Trustee may deem it advisable, by an instrument in writing executed and acknowledged by the Trustee:



- (16) To invest and reinvest all or part of the assets of any trust in any common trust fund of any corporate Trustee;
- partnership, limited partnership or other business entity) which may be transferred to any trust for such time as the Trustee may deem it to be in the best interest of such trust; to employ in the conduct of any such business such capital out of any trust as the Trustee may deem proper; to borrow money for use in any such business alone or with other persons financially interested in such business, and to secure such loan or loans by a mortgage, pledge or any other manner of encumbrance of, not only such trust's interest in such business, but also such portion of such trust outside of such business as the Trustee may deem proper; to organize, either alone or jointly with others, new corporations, partnerships, limited partnerships or other business entities; and generally to exercise with respect to the continuance, management, sale or liquidation of any business which may be transferred to any trust, or of any new business or business interest, all the powers which may be necessary for its successful operation;
- (18) To transfer such sums of the property of the Settlor to an individual serving as agent or attorney-in-fact under a valid power of attorney signed by the Settlor (or to several individuals serving jointly as agents or attorneys-in-fact under a valid power of attorney signed by the Settlor) as such agent or agents may request in order to make gifts, which are specifically authorized by such power of attorney, on behalf of the Settlor, or alternatively, to transfer such sums of the property of the Settlor directly to one or more persons or charities as directed by the Settlor's agent or attorney-in-fact under a valid power of attorney as long as such transfers are specifically authorized by such power of attorney;
- (19) To select and employ, at the discretion of the Trustee but at the expense of the trusts, any person, firm or corporation, engaged in rendering investment advisory services or investment management services, to furnish professional assistance or management in connection with making investments, managing securities, or making any other decisions with respect to the purchase, retention, sale or other disposition of property or securities belonging to the trusts;
- (20) To employ a bank or trust company located anywhere within the United States, at the discretion of the Trustee but at the expense of the trusts, as custodian or agent; to have stock and securities registered in the name of such agent or custodian or a nominee thereof without designation of fiduciary capacity; and to nominate such bank or trust company to perform such other ministerial functions as the Trustee may direct. While such stock or securities are in the custody of any such bank or trust company, the Trustee shall be under no obligation to inspect or verify such stock or securities nor shall the Trustee be responsible for any loss by

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such bank or trust company; and

- (21) Whenever in this Trust Agreement an action is authorized in the discretion of the Trustee, the term "discretion" shall mean the absolute and uncontrolled discretion of the Trustee.
- B. Property, Books of Account and Records. All properties, books of account and records of the trust created under Article II shall be made available for inspection at all times during normal business hours by the Settlor or by any person designated by the Settlor. Prior to the death of the Settlor, the Trustee shall provide an accounting to the Settlor, if requested by the Settlor. Following the death of the Settlor, unless the requirement to provide an accounting is waived, the Trustee shall provide an accounting to each beneficiary entitled to receive an accounting at least annually, and on termination of a trust or on change of the Trustee, in the manner required by the Florida Trust Code.
- C. Notice. Any notice required or permitted to be given by or to a person or a Trustee acting under this Trust Agreement must be given by acknowledged instrument actually delivered to the person or Trustee to whom it is required or permitted to be given. Any notice required or permitted to be given to a minor shall be given to such minor's parent who is closest in relation to the Settlor, or if no such parent is able to receive such notice, to such minor's guardian. Any notice required or permitted to be given to an adult incapacitated person shall be given to such adult incapacitated person's guardian or conservator. If such notice concerns a trusteeship, it shall state its effective date and shall be given at least 30 days prior to such effective date, unless such period of notice is waived. Any action permitted to be taken by a minor shall be taken by such minor's parent who is closest in relation to the Settlor, or if no such parent is able to take such action, by such minor's guardian. Any action permitted to be taken by an adult incapacitated person shall be taken by such adult incapacitated person's guardian or conservator.
- D. Acts of Prior Trustees. Each Trustee shall be relieved of any duty to examine the acts of any prior Trustee and no court accounting shall be required. Each successor Trustee shall be responsible only for those properties which are actually delivered to such Trustee. Each successor Trustee, upon executing an acknowledged acceptance of the trusteeship and upon receipt of those properties actually delivered to such successor Trustee, shall be vested with all of the estates, titles, rights, powers, duties, immunities and discretions granted to the prior Trustee.
- E. <u>Reliance on Legal Opinion</u>. In acting or declining to act, each Trustee may rely upon the written opinion of a competent attorney, any facts stated in any instrument in writing and believed true, or any other evidence deemed sufficient. Each Trustee shall be saved harmless from any liability for any action taken, or for the failure to take any action, if done in good faith and without gross negligence.

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F. <u>Notice Pursuant to Florida Statute 736.1008</u>. An action for breach of trust based on matters disclosed in a trust accounting or other written report of the Trustee may be subject to a 6-month statute of limitations from the receipt of the trust accounting or other written report. If you have questions, please consult your attorney.

ARTICLE VI - CONTINGENT TRUSTS

- A. <u>Applicability</u>. With regard to any property which will pass outright to a beneficiary upon the death of the Settlor or upon the termination of a trust created hereunder, if such property is to be distributed to an individual who is under age 25 or who is incapacitated (such person is referred to as the "Ward"), such property shall be held by the Trustee as a separate trust for the benefit of such Ward.
- B. <u>Distributions</u>. The Trustee shall utilize such amounts of the income and principal of the Ward's trust as the Trustee, in the Trustee's discretion, deems desirable from time to time to provide for the Ward's health, support, maintenance or education, directly and without the interposition of any guardian or conservator.
- C. <u>Termination</u>. Each trust created by this Article for a Ward who is under age 25 shall terminate when such Ward attains that age. Each trust created by this Article for a person who is incapacitated shall terminate when the Ward of such trust, in the discretion of the Trustee, is no longer incapacitated. Upon the termination of a trust created by this Article, the remaining property of such trust shall be distributed to the Ward of such trust, but if a Ward dies before the termination of such Ward's trust, then upon such Ward's death the remaining property of such trust shall be distributed to such Ward's estate.

ARTICLE VII - MISCELLANEOUS PROVISIONS

- A. Additions To Trust. The Settlor, or any other person, may at any time, grant, transfer or convey, either by inter vivos transfer or by Will, to the Trustee such additional property as he or she desires to become a part of any trust hereby created and, subject to acceptance by the Trustee, such additional property shall be allocated to the trusts on the basis specified in the instrument by which such property is transferred, and shall thereafter be held, administered and distributed by the Trustee in accordance with the provisions of this Trust Agreement.
- B. <u>Spendthrift Provisions.</u> After the death of the Settlor, each trust created by this Trust Agreement shall be a spendthrift trust to the fullest extent allowed by law. Prior to the actual receipt of trust property by any beneficiary, no property (income or principal) distributable under

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any trust created by this Trust Agreement shall, voluntarily or involuntarily, be subject to anticipation or assignment by any beneficiary, to the claims of a spouse for support or maintenance, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be void.

- C. <u>Descendants</u>. References to "descendant" or "descendants" mean lineal blood descendants of the first, second or any other degree of the ancestor designated; provided, however, that such references shall include, with respect to any provision of this Trust Agreement, descendants who have been conceived at any specific point in time relevant to such provision and who thereafter survive birth; and provided, further, an adopted child and such adopted child's lineal descendants by blood or adoption shall be considered under this Trust Agreement as lineal blood descendants of the adopting parent or parents and of anyone who is by blood or adoption a lineal ancestor of the adopting parent or of either of the adopting parents.
- D. Incapacitated. A beneficiary (other than the Settlor) shall be deemed "incapacitated" if the Trustee, in the Trustee's discretion, determines that such beneficiary lacks the ability, due to a physical or mental condition, to manage his or her own personal and financial affairs. The Settlor or a Trustee shall be deemed "incapacitated" if and for as long as (i) a court of competent jurisdiction has made a finding to that effect, (ii) a guardian or conservator of the Settlor's or such Trustee's person or property has been appointed by a court of competent jurisdiction and is serving as such, or (iii) two physicians (licensed to practice medicine in the state where the Settlor or Trustee is domiciled at the time of the certification, and one of whom shall be board certified in the specialty most closely associated with the cause of the Settlor's or Trustee's incapacity) certify that due to a physical or mental condition the Settlor or Trustee lacks the ability to manage his or her own personal and financial affairs. A Trustee shall immediately cease to serve upon being deemed incapacitated. The Settlor shall be deemed to have regained capacity if there is a finding to that effect by a court of competent jurisdiction or if two physicians (with the same qualifications described above) certify that the Settlor is capable of managing the Settlor's personal and financial affairs.
- E. <u>Internal Revenue Code.</u> References to various Sections of the "Code" are to such designated Sections of the Internal Revenue Code of 1986, as amended.
- F. <u>Heirs.</u> References to "heirs" are to those persons who would inherit separate personal property from the person designated under the statutes of descent and distribution of the State of Florida, it such person died intestate and single at such time.
 - G. Governing Law. The construction, validity and administration of each trust created

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under this Trust Agreement shall be controlled by the laws of the State of Florida. After the death of the Settlor, the Trustee may designate the laws of another jurisdiction as the controlling law with respect to the construction, validity and administration of a particular trust if either (i) the Trustee resides in, or administers that trust in, such designated jurisdiction (or in the case of a corporate Trustee, if such corporate Trustee is chartered in such designated jurisdiction), or (ii) the primary beneficiary of such trust resides in such designated jurisdiction, in which case the laws of such designated jurisdiction shall apply to such trust as of the date specified in such designation. Any such designation shall be in writing and shall be delivered to each beneficiary of the affected trust.

- H. Per Stirpes. When a distribution is to be made to a person's descendants "per stirpes," property shall be divided into as many equal shares as there are (i) members of the nearest generation of descendants who are then living, and (ii) deceased members of that generation who left descendants who are then living. This division into shares shall begin at the generation nearest to such person that has a living member. Each living member of the nearest generation of descendants with a member then living shall receive one share, and the share that would have passed to each deceased member of that generation who left descendants who are then living shall be divided in a similar manner (by reapplying the preceding rule) among his or her then living descendants. For example, if a person has deceased children and living children when a distribution is to be made, the assets will be divided into equal shares at the child level and distributed per stirpes below that level; however, if the person has no living children at that time, that equal division will be made at the grandchild level (or lower, if appropriate) and distributed per stirpes below that level. This definition is intended to override any conflicting or contrary common law definition. In the case of a distribution which is to be made "per stirpes" in the event of the death of the Settlor, references in this Section to "then living" or to "living" shall mean persons who survive the Settlor.
- 1. <u>Notice of Trustee Duties.</u> The Trustee hereunder may have duties and responsibilities in addition to those described in this trust agreement. By signing this trust agreement, the Trustee acknowledges that the Trustee will obtain legal advice if necessary to answer questions relating to matters involving this trust agreement.



IN WITNESS WHEREOF, the Settlor and the Trustee have hereunto set their hands as of the date first above written.

We, the undersigned witnesses, certify that the foregoing instrument was signed by the Settlor in our presence as of the date first above written, and declared by him to be his revocable trust, and such instrument was signed by the Trustee in our presence as of the date first above written, and we, the undersigned witnesses, sign our names hereunto as witnesses at the request and in the presence of the Settlor and the Trustee, and in the presence of each other, on

Witness #1 Signature

Street Address 18 18 72

City, State, Zip Code

[CONTINUED ON NEXT PAGE]

STATE OF FLORIDA COUNTY OF SAINT LUCIE

WE, the undersigned, being the Settlor, the Trustee, and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Settlor and the Trustee, in the presence of witnesses, signed the instrument as the Settlor's revocable trust, that such Settlor and Trustee signed such instrument, that the Settlor and the Trustee signed such instrument willingly, and that each of the witnesses, in the presence of the Settlor and the Trustee and in the presence of each other, signed the revocable trust as a witness.

JAY PHILIP BUNK, Settlor and Trustee

Witness Signature

Witness Signature

SUBSCRIBED AND SWORN TO before me by JAY PHILIP BUNK, Settlor and Trustee, who is personally known to me or produced flower by Jay PHILIP BUNK, Settlor and Trustee, who is personally known to me or produced flower by for the last difference is subscribed to the foregoing instrument as Settlor and as Trustee, by for the last law, a witness who is personally known to me or produced flower flower as identification, and by for the last flower is personally known to me or produced as identification, on the last flower is personally known to me or produced as identification, on the last flower is personally known to me or produced as identification, on the last flower is personally known to me or produced as identification, on the last flower is personally known to me or produced as identification, on the last flower is personally known to me or produced as identification, on the last flower is personally known to me or produced as identification, on the last flower is personally known to me or produced as identification.

Notary Public, State of Florida

SICHO, AS LAKE

SICHO, AS LAKE

SICHO, Sign Solder Plants State of Flance

Sign Fig. Commission = GG 312725

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