

D9900000000001

November 3, 1998

Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314
Attn: Beth Register

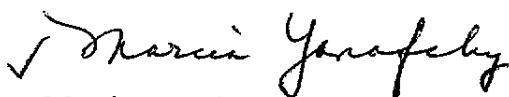
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****350.00 ****350.00

Dear Ms. Register:

Enclosed please find a Check in the amount of \$350 and a certified copy of the trust documents for registration of the Robert & Marcia Yanofsky Family Charitable Trust.

I certify that the trust document is a true and complete copy. I, Marcia Yanofsky, will act as the Florida registered agent for the Charitable Trust.

Very truly yours,



Marcia Yanofsky

MARCIA YANOFSKY
3546 SOUTH OCEAN BLVD. #324
PALM BEACH, FL 33480

FILED
99 JAN -5 AM 10:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. REGISTER JAN 5-1999

W98-25835



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

November 17, 1998

MARCIA YANOFSKY
3546 S OCEAN BLVD #324
PALM BEACH, FL 33480

SUBJECT: ROBERT AND MARCIA YANOFSKY FAMILY CHARITABLE TRUST
Ref. Number: W98000025835

We have received your document for ROBERT AND MARCIA YANOFSKY FAMILY CHARITABLE TRUST and check(s) totaling \$350.00. However, your check(s) and document are being returned for the following:

We regret that we were unable to contact you by phone. Please return the corrected document with a letter providing us with an address and telephone number where you can be reached during working hours.

The affidavit for a Declaration of Trust must be notarized.

The registered agent must have a Florida street address.

Please return the 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) 487-6919.

Beth Register
Corporate Specialist Supervisor

Letter Number: 998A00055194

MARCIA YANOFSKY
3546 SOUTH OCEAN BOULEVARD #324
PALM BEACH, FLORIDA 33480

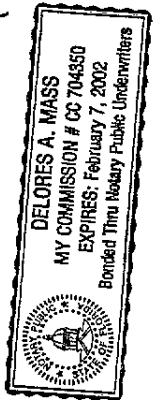
Nov. 29, 1998

Honorable Dept. of State
Attn: Beth Register

I certify the attached copy is
a true and correct copy of the
Robert and Marcia Yanofsky Family
Charitable Trust.

~~Delores A. Mass~~
NOTARY PUBLIC
DELORES A. MASS
12/29/98

Marcia Yanofsky



The registered agent is Marcia Yanofsky,
3546 S. Ocean Boulevard #324,
Palm Beach, Florida 33480.

I am familiar with and accept
the duties and responsibilities as
registered agent.

Marcia Yanofsky

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99 JAN -5 AM 10:04

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ROBERT AND MARCIA YANOFSKY FAMILY
CHARITABLE TRUST

DECLARATION OF TRUST made this 10th day of February 1997, by and among Marcia Yanofsky of Palm Beach, Florida (hereinafter referred to as the "Donor"); and Marcia Yanofsky, Nancy E. Yanofsky, of Washington, D.C., Debra S. Yanofsky, of Newton, Massachusetts, and Faye Y. Gmeiner of Kennebunk, Maine (hereinafter referred to as the "Trustees").

1. Purpose of Trust. This trust is created and shall be operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or for the prevention of cruelty to children or animals, within the United States or any of its possessions. No part of the Trust Fund shall inure to the benefit of any private shareholder or individual, and no part of the activities of this trust shall consist of carrying on propaganda, or otherwise attempting, to influence legislation, or of participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision hereof, this trust shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization which is tax exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code") or by an organization donations to which are deductible from taxable income under Section 170(c)(2) of the Code. In this Trust Agreement and in any amendments to it, the terms "religious, charitable, scientific, testing for public safety, literary, or educational purposes, or for the prevention of cruelty to children or animals" shall be limited to the meaning of those terms as used in Section 501(c)(3) of the Code.

2. Name of Trust. The name of this trust shall be the Robert and Marcia Yanofsky Family Charitable Trust, and so far as practicable the Trustees shall conduct the activities of the trust in that name.

3. Trust Fund. The Trustees may receive donations from the Donor or from any other source in cash or in other property acceptable to them. All donations so received together with the income therefrom (herein referred to as the "Trust Fund") shall be held, managed, administered, and paid out by the Trustees pursuant to the provisions of this Trust, and subject only to restrictions which are consistent with the uses and purposes set forth in paragraph 1, and which limit the time, manner, amount, or other terms of distribution; but, unless otherwise specifically required, the Trustees may mingle any restricted donation with other assets of the Trust Fund.

4. Use of Trust Fund. The Trustees shall apply the Trust Fund, at such time or times, in such manner, and in such amounts as they may determine, or as may be required by restricted donations, to the uses and purposes set forth in paragraph 1, or they may make contributions to other charitable organizations to be used within the United States or any of its possession. For these purposes, the term "charitable organizations" shall mean (a) a corporation, trust, or community chest, fund, or foundation, created or organized in the United States or in any possession thereof, or under the laws of the United States, any state, the District of Columbia, or any possession of the United States, or (b) a foreign organization described in Treasury Regulations Section 53.4942(a)-3(a)(6), 53.4945-5(a)(5) or 53.4945-5(b)(5) or in subsequent Treasury Regulations of similar purport, in each case organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting, to influence legislation, and which does not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office. Any other provisions of this trust notwithstanding, the Trustees shall distribute the trust income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code, or corresponding provisions of any subsequent federal tax laws.

5. Action of Trustees. The Trustees shall act by a vote of a majority of their number at any given time, and any instrument required to be executed by this trust shall be valid if executed in the name of this trust by such a majority of the Trustees. It is further provided, however, that as long as Marcia Yanofsky is a Trustee, she acting alone may act for the trust and execute any instrument in the name of the trust, the provisions of the previous sentence notwithstanding. All actions of the Trustees shall be taken either by resolution at a meeting or by written record without a meeting. The Trustees shall appoint from among themselves a secretary, who shall cause a record to be kept of all actions of the Trustees. A copy of any resolution or action taken by the Trustees, certified by any one of the Trustees, may be relied upon by any person dealing with this trust. No person shall be required to see to the application of any money, securities, or other property paid or delivered to the Trustees, or to inquire into any action, decision, or authority of the Trustees.

6. Trustees' Powers. In the administration of this trust and of the Trust Fund, the Trustees shall have all powers and authority necessary or available to carry out the purposes of this trust and, without limiting the generality of the foregoing, shall have the following powers and authority, all subject, however, to the condition that no power or authority shall be exercised by the Trustees in any manner or for any purpose whatsoever which may not be exercised by an organization which is tax exempt or by an organization donations to which are deductible from taxable income to the extent allowed by the provisions of the Code and other applicable legislation and regulations as they now exist or may hereafter be amended:

(a) To receive the income, profits, rents, and proceeds of the Trust Fund, and to collect and receipt for the same.

(b) To purchase, subscribe for, retain, invest, and reinvest in securities or other property wherever situated, and without any requirement for diversification as to kind or amount. The words "securities or other property" as used in this trust shall be deemed to include real or personal property, corporate shares, common or preferred, or any other interest in any corporation, association, investment trust, or investment company, bonds, notes, debentures, or other evidences of indebtedness or ownership, secured or unsecured.

(c) To sell for cash or on credit, convert, redeem, exchange for other securities or other property, or otherwise dispose of any securities or other property at any time held by them.

(d) To alter, repair, improve, erect buildings upon, demolish, manage, partition, mortgage, lease, exchange, grant options to lease or to buy, and sell or dispose of, at public or private sale, and upon such conditions and such terms as to cash and credit as they may deem advisable, real property.

(e) To pay all administration expenses of this trust and any taxes imposed upon it, and to settle, compromise, or submit to arbitration, any claims, mortgages, debts, or damages, due or owing to or from this trust, to commence or defend suits or legal proceedings, and to represent this trust in all suits or legal proceedings.

(f) To exercise any conversion privilege or subscription right available in connection with any securities or other property at any time held by them; to consent to the reorganization, consolidation, merger, or adjustment of the finances of any corporation, company, or association or to the

sale, mortgage, pledge, or lease of the property of any corporation, company, or association any of the securities of which may at any time be held by them and to do any act with reference thereto, including the exercise of options, the making of agreements or subscriptions, and the payment of expenses, assessments, or subscriptions which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which they may so acquire.

(g) To vote personally, or by general or limited proxy, any shares of stock which may be held by them at any time, and similarly to exercise personally, or by general or by limited power of attorney, any right appurtenant to any securities or other property held by them at any time.

(h) To borrow money in such amounts and upon such terms and conditions as shall be deemed advisable or proper to carry out the purpose of this trust and to pledge any securities or other property for the repayment of any such loan.

(i) To hold part or all of the Trust Fund uninvested.

(j) To employ suitable accountants, agents, counsel, and custodians and to pay their reasonable expenses and compensation.

(k) To register any securities held by them hereunder in their own name, or, to the extent permitted by law, in the name of a nominee with or without the addition of words indicating that such securities are held in fiduciary capacity and to hold any securities unregistered or in bearer form.

(l) To make, execute, and deliver all instruments necessary or proper for the accomplishment of the purpose of this trust or of any of the foregoing powers, including deeds, bills of sale, transfers, leases, mortgages, security agreements, assignments, conveyances, contracts, purchase agreements, waivers, releases, and settlements.

(m) To delegate to any one or more of their number the power to sign checks drawn on any bank account of the trust, to execute deeds, contracts, leases, agreements, or any other legal documents, to make deposits in and withdrawals from any savings or similar bank account of the trust, or to perform any legal acts for and on behalf of the Trustees. The Trustees may also designate an agent who is not a Trustee to perform any ministerial or administrative acts on their behalf.

(n) Any other provisions of this trust notwithstanding, the Trustees shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code, or corresponding provisions of any subsequent federal tax laws; nor retain any excess business holdings as defined in Section 4943(c) of the Code, or corresponding provisions of any subsequent federal tax laws; nor make any investments in such manner as to incur tax liability under Section 4944 of the Code, or corresponding provisions of any subsequent federal tax laws; nor make any taxable expenditures as defined in Section 4945(d) of the Code, or corresponding provisions of any subsequent federal tax laws.

7. Successor Trustees. As long as Marcia Yanofsky is a Trustee, she may from time to time in her sole discretion increase or decrease the number of Trustees, dismiss Trustees and/or appoint new Trustees. At such time as Marcia Yanofsky is not a Trustee, then a majority of the Trustees or the sole Trustee, as applicable, may, from time to time, appoint new Trustees or dismiss Trustees, provided that at all times there shall be at least two (2) and no more than five (5) Trustees. Any Trustee may resign his or her office at any time without leave of court by submitting a written resignation to the other Trustees. If at any time there is a vacancy in the office of Trustee, the remaining Trustees may act notwithstanding the existence of said vacancy so long as there shall continue to be at least two Trustees in office. The resignation or removal of a Trustee and the appointment of a successor Trustee shall be made by an instrument in writing. Every successor Trustee shall have the same powers and duties as those conferred upon the Trustees named in this trust.

8. Bond and Compensation. No Trustee shall be required to furnish any bond or surety. Each Trustee shall serve without compensation for his services hereunder, but all expenses of this trust or of any Trustee acting hereunder shall be paid by the Trustees from the Trust Fund.

9. Accounting By Trustees. The Trustees shall render accounts of their transactions to the Donor at least annually, and the Donor may approve such accounts by an instrument in writing delivered to the Trustees. In the absence of the filing in writing with the Trustees by the Donor of exceptions or objections to any such account within 60 days, the Donor shall be deemed to have approved such account; and in such case or upon the written approval of the Donor of any such account, the Trustees shall be released, relieved, and discharged with respect to all matters and things set forth in such account as though such account had been settled by the decree of a court of competent jurisdiction. No person other than the Donor may

require an accounting or bring any action against the Trustees with respect to this trust. The Trustees may at any time initiate legal action or proceedings for the settlement of their accounts and, except as otherwise required by law, the only necessary party defendant to any such action or proceedings shall be the Donor.

10. Liability of Trustees. No Trustee shall be answerable for loss in investments made in good faith. No Trustee shall be liable for the acts or omissions of any other Trustee, or of any accountant, agent, counsel, or custodian selected with reasonable care. Each Trustee shall be fully protected in acting upon any instrument, certificate, or paper, believed by him to be genuine and to be signed or presented by the proper person or persons, and no Trustee shall be under any duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

11. Amendment. This trust may be amended or modified from time to time by Marcia Yanofsky acting alone as long as she is a Trustee, or if she is no longer a Trustee, by a majority of the Trustees, whenever necessary or advisable for the more convenient or efficient administration of this trust or to enable the Trustees to carry out the purpose of this trust more effectively, but no such amendment or modification shall alter the intention of the Donor that this trust be operated exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals, within the United States or any of its possessions, and in a manner which shall make this trust tax exempt and the donations to it deductible from taxable income to the extent allowed by the provisions of the Code and other applicable legislation and regulations as they now exist or as they may hereafter be amended. Every amendment or modification of this trust shall be made in writing, and signed by Marcia Yanofsky as long as she is a Trustee, or if she is no longer a Trustee, by a majority of the Trustees. A copy of each such amendment or modification shall be delivered to each of the Trustees then in office. If this Declaration of Trust is recorded in any registry, then any amendment to this instrument or change in the identity of the Trustees shall not be effective until notice thereof is recorded in said registry.

12. Irrevocability and Termination. This trust shall be irrevocable, but may be terminated at any time by action of the Trustees. In the event of any such termination or dissolution, all of the remaining assets and property of the trust shall, after payment of necessary expenses thereof, be

distributed to such organization or organizations, to be chosen by the Trustees, as shall then qualify for tax exemption under section 501(c)(3) of the Code. In any event, upon the dissolution of this Marcia Yanofsky Charitable Trust, all of its assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

13. Situs. Although for convenience, this trust is executed and delivered in the Commonwealth of Massachusetts, the situs shall be in the State of Florida, and it shall be governed by, and construed and administered in accordance with the laws of the State of Florida.

14. "Trustees". For purposes of this trust, and any amendment to it, references to "Trustees" shall mean the Trustees, whether original or successor, for the time being in office.

15. Acceptance of Trust. The Trustees do hereby accept this trust, and undertake to hold, manage, and administer the Trust Fund in accordance with the terms of this trust.

IN WITNESS WHEREOF, this trust has been executed by the Donor and by each of the Trustees named herein as of the date first above written.

Marcia Yanofsky, Tr.
Marcia Yanofsky, as Donor and
Trustee

Nancy E. Yanofsky, Trustee
Nancy E. Yanofsky, as Trustee

Debra S. Yanofsky, Trustee
Debra S. Yanofsky, as Trustee

Faye Y. Gmeiner, Trustee
Faye Y. Gmeiner, as Trustee

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this
10th day of February, 1997, by Marcia Yanofsky who is
personally known to me or who has produced
as identification and who did (did not)
take an oath



Janet M. Saxon
By: Janet M. Saxon
Notary Public State of Florida
My commission expires: July 20 2000
My commission number is: CC 565321

District of
Columbia, ss.

COMMONWEALTH OF MASSACHUSETTS

February 13, 1997

Personally appeared before me the above-named Nancy E.
Yanofsky, personally known to me to be the person who executed
the above instrument, and she acknowledged the same to be her
free act and deed.

William H. Porter, Jr.
Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Waltham, ss.

Feb. 14, 1997

Personally appeared before me the above-named Debra S.
Yanofsky, personally known to me to be the person who executed
the above instrument, and she acknowledged the same to be her
free act and deed.

Patricia A. Porter
Notary Public

My commission expires:

Patricia A. Porter
NOTARY PUBLIC
My commission expires Sept. 13, 2003

STATE OF MAINE

, ss.

Feb

11

, 1997

Personally appeared before me the above-named Faye Y. Gmeiner, personally known to me to be the person who executed the above instrument, and she acknowledged the same to be her free act and deed.

E Kay Emmons
Notary Public

My commission expires:

E. KAY EMMONS
Notary Public, Maine
My Commission Expires November 16

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FILED
99 JAN -5 AM 10:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA