

**REVOCABLE TRUST AGREEMENT**

ANTONIO PINTO, hereafter referred to as the "Grantor", transfers such assets to the Trustee IN TRUST on the following terms and conditions:

**ARTICLE 1.**

1.1) The Trust assets shall consist of the foregoing and such other assets as the Grantor may transfer to the Trustee, or which the Trustee shall receive and accept from other sources, including the Grantor's estate, and any other assets substituted therefor or added thereto. This Trust may be referred to as "THE ANTONIO PINTO REVOCABLE LIVING TRUST."

**ARTICLE 2.**

2.1) The Grantor reserves the right to revoke this Agreement at any time without anyone's consent and without providing any reason. Revocation shall be in writing and shall be effective upon execution by the Grantor; provided, however, that if a Trustee other than the Grantor shall be serving as Trustee hereunder at the time of revocation or amendment, such Trustee shall be indemnified and held harmless by the Grantor for any action such Trustee might have taken prior to such Trustee receiving actual notice of such amendment or revocation.

2.2) The Grantor reserves the right to alter or amend this Agreement at any time, in whole or in part, without anyone's consent, except that the same shall not be amended to increase the duties or responsibilities of any Trustee then serving without such Trustee's consent. Any amendment to this Trust Agreement must be in writing and executed by the Grantor in the presence of at least two (2) subscribing witnesses who subscribe their names as witnesses in the presence of the Grantor and in the presence of each other.

2.3) The rights herein reserved to the Grantor to revoke and amend this Agreement are hereby declared to be personal rights exercisable by the Grantor alone and not by any other person, including an attorney-in-fact or court appointed guardian. No such guardian or attorney-in-fact shall have any right to demand or receive any part of the principal or income of the Trust.

**ARTICLE 3.**

3.1) The Trustee of this Trust shall be the Grantor. Upon the refusal or inability of the Trustee to act, for whatever reason, IPAVA BANK is designated as successor Trustee by qualifying as provided in Paragraph 3.3. The term "Trustee" as used herein shall include the singular and the plural and all genders.

3.2) If all enumerated Trustees are unable or unwilling to act, the income and remainder beneficiaries who are sui juris (other than those receiving pecuniary distributions on the death of the income

beneficiary, if any) may, by a majority in number, designate an individual or corporate Trustee to act, so long as any designated corporate Trustee is authorized to administer Trusts. Such appointment shall be in writing and executed in the presence of two (2) subscribing witnesses.

3.3) A Trustee may resign at any time by filing with each income beneficiary a written notice of resignation which shall become effective upon the qualification of a successor Trustee. A successor Trustee shall qualify by filing a written notice of acceptance with the income beneficiaries who are sui juris at the time of acceptance. Upon accepting the Trust, a successor Trustee shall be substituted for and have the same obligations, rights and powers, discretionary or otherwise, as the original Trustee. A successor Trustee shall be under no obligation to inquire into the acts or to examine the accounts of any prior Trustee and shall not be liable for acts, omissions or failures to account properly prior to qualification. If a corporate Trustee is named as successor Trustee herein, such corporate Trustee may act as agent for any acting individual Trustee under a separate agency agreement with respect to the property designated in such agency agreement.

3.4) In the event of the disability or incapacity of the Grantor, the Trustee, or some other person designated by the Trustee who shall be subject to removal by the Trustee, shall, insofar as the Trust and all payments and distributions hereunder are concerned, also be the guardian of the property of the Grantor.

3.5) Except as provided in Paragraph 2.3, a guardian or conservator of the estate of a beneficiary under legal disability, or the parents, surviving parent or legal custodian of a minor beneficiary for whose estate no guardian has been appointed, may act for such beneficiary in making any appointment and giving any direction under this Trust.

3.6) The disability or incapacity of the Grantor (or a Trustee hereunder, if applicable) may be established by a written statement from two (2) licensed medical doctors, pursuant to the provisions of Paragraph 8.1(g) hereof.

3.7) Every successor Trustee shall have all the title, powers and discretions given to the Trustee herein without any act of conveyance or transfer; provided, however, no title or interest in real property shall vest in any successor Trustee until such time as the successor Trustee has recorded an Acceptance of Trust in the county where the real property is located.

3.8) Following the death of the Grantor, or if the Grantor is determined to be incapacitated as provided in Paragraph 3.6, the majority in number of the income and remainder beneficiaries who are sui juris shall have the right to require the resignation of any corporate Trustee, without incurring any distribution, revocation, termination or other similar fee, upon delivering to the terminated corporate



Trustee: (i) written request for such resignation from the majority in number of the income and remainder beneficiaries who are sui juris, and (ii) a written acceptance from a new corporate Trustee.

#### ARTICLE 4.

4.1) The Trustee shall distribute to the Grantor or to other persons, such portions of the principal as the Grantor from time to time may direct either verbally or in writing; provided, however, that instructions to deliver principal to other persons must be in writing. In the event of the Grantor's incapacity, the Trustee, in the Trustee's sole discretion, may pay to the Grantor, or use, expend and disburse for the Grantor's benefit, such portions or all of the net income and such portions or all of the principal, as the Trustee may determine to be required for the Grantor's health, support, maintenance and general welfare. Any income not distributed in any fiscal year of the Trust shall be added to principal.

4.2) Any homestead real property transferred to the trust shall continue to constitute the Grantor's homestead. If the Grantor is sued for any reason, the Trustee may, in the Trustee's sole discretion, deed said homestead real property into the Grantor's individual name to resolve any questions as to whether the real estate is the Grantor's homestead for purposes of creditors' rights.

#### ARTICLE 5.

5.1) Upon the Grantor's death, the Trustee shall hold, manage, administer and distribute the remaining principal of the Trust, together with all property distributable to the Trustee as a result of the Grantor's death, whether by Will or otherwise, all such property being hereafter referred to as the "Trust Fund," as hereinafter provided. Until distribution shall occur, the net income of the Trust Fund shall be distributed as nearly as possible in the same ratio and to the same recipients who receive Trust income or Trust principal upon completion of distribution.

5.2) The Grantor's expenses of last illness, funeral, the cost of administration of the Grantor's probate estate, including ancillary, if any, the cost of administering this Trust until such time as all necessary tax clearances have been received and distribution accomplished, the cost of safeguarding and delivering assets in kind, all other proper charges against the Grantor's estate or this Trust, and estate and inheritance taxes assessed by reason of the Grantor's death, shall be paid out of the principal of this Trust either directly by the Trustee or by the Trustee to the Personal Representative of the Grantor's probate estate; provided, however, that the amount, if any, by which estate and inheritance taxes shall be increased as a result of the inclusion of property in which the Grantor may have a qualifying income interest for life or over which the Grantor may have a power of appointment or control shall be paid by the person holding or receiving such property. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax.

The Trustee's selection of assets to be sold to make any of the foregoing payments or to satisfy any pecuniary devises contained herein and the tax effects thereof shall not be subject to question by any beneficiary. The Trustee shall make all elections required under the tax laws as the Trustee deems advisable without regard to the relative interest of beneficiaries. No adjustment shall be made between principal and income or in the relative interest of the beneficiaries to compensate for the effect of elections under the tax law made by the Trustee or by the Grantor's Personal Representative. No payment pursuant to this paragraph, however, shall be made in whole or in part from assets allocated to satisfy any charitable or marital devise qualifying for the charitable or marital deduction for tax purposes. If the Trust principal shall include U. S. Treasury Bonds redeemable at par in payment of United States estate taxes, the Trustee is specifically authorized and directed to use such bonds or such portion of those bonds as shall be required to pay said estate taxes in full. The Trustee shall not pay from any property which would be exempt from the claims of creditors under Chapter 222, Fla. Stat. any taxes, debts or expenses which are otherwise payable from trust property.

5.3) Upon the completion of the payments described in Paragraph 5.2 hereof, the Trustee shall distribute the remaining principal and any undistributed net income of the Trust Fund to the CONNECTICUT COMMUNITY FOUNDATION, to be used for disabled and low income veterans.

(a) The Grantor specifically and intentionally made no provisions for any family member or relative of the Grantor.

## ARTICLE 6.

6.1) Until the Trustee shall receive written notice of any birth, marriage, death or other event upon which the right to distribution of the income or principal of any trust may depend, the Trustee shall incur no liability for distributions made in good faith to persons whose interests may have been affected by that event.

6.2) No Trustee shall have any duty to inquire into the administration of the Grantor's estate or be responsible for any act or omission of any Personal Representative.

6.3) All payments of income and principal under any trusts or funds created hereunder shall be inalienable by the beneficiaries and free from the control or interference of any creditor of a beneficiary or of any spouse of a married beneficiary and shall not be subject to attachment, judgment, levy, sequestration, garnishment, bankruptcy or other insolvency proceedings or legal process or susceptible of anticipation or alienation. Should any beneficiary attempt to transfer or otherwise affect such beneficiary's interest in the trust or fund or the income therefrom by voluntary act or operation of law or in the event of any attempted levy, attachment, garnishment or sequestration of a beneficiary's interest in the income or principal, all



payments to or for such beneficiary shall, in the Trustee's sole discretion be made either personally to the beneficiary or used by the Trustee for the benefit of the beneficiary.

6.4) The whole or any part of the income or principal payable to any beneficiary hereunder who is incapacitated through illness, age or other cause, may be applied by the Trustee for such beneficiary's health, maintenance, support and education. Any such application may be made at such times and in such manner as the Trustee deems advisable, whether by direct payment of such beneficiary's expenses, or by payment to a person selected by the Trustee to receive payment for such beneficiary. In either case, the receipt by the person to whom payment is made or entrusted shall be a complete discharge of the Trustee in respect thereof.

6.5) Any beneficiary may renounce or disclaim, in whole or in part, his or her interest under any trust created and provided for herein and such renunciation or disclaimer shall operate in the same manner as would such beneficiary's death. Thus, any interest renounced or disclaimed shall not pass as in intestacy, but shall pass under the terms hereof as though such beneficiary had not survived the particular event upon which such beneficial interest is determined.

6.6) Anything in this agreement to the contrary notwithstanding, all property of every trust created herein shall vest in and be distributed to the persons then entitled to the income from such property at the expiration of the time period specified for a valid interest under the Florida Uniform Statutory Rule Against Perpetuities as determined under Section 689.225 of the Florida Statutes, as amended, unless sooner vested as herein provided. The purpose of this provision is to prevent any possible violation of the rule against perpetuities and this provision should be so construed. At the expiration of such statutory period, the Trustee shall distribute the property of each trust or share to the person or persons entitled or permitted to receive the income from such trust or share; and if more than one person is entitled or permitted to receive income from a trust or share, then the Trustee shall distribute the property of such trust or share among them in equal shares, free of trust.

6.7) If at any time the Trustee is holding any trust or fund under this instrument for the benefit of any person or persons for whose primary benefit the Trustee is holding any other trusts or funds, upon substantially the same terms, created by the Grantor under this or any other instrument or by any other member of the Grantor's family, the Trustee may, in the Trustee's sole discretion, consolidate and commingle the trusts or funds.

6.8) At any time, the Trustee may, in the Trustee's sole discretion, terminate a trust or fund and distribute the property proportionately to the persons then entitled to receive or have the benefit of the

income therefrom. In the case of undetermined shares, the vesting shall be in shares determined by the Trustee.

#### ARTICLE 7.

7.1) If a Trustee other than the Grantor shall be acting as Trustee, such Trustee shall prepare an account for each taxable year of each trust or fund. Whenever a Trustee other than the Grantor ceases to serve, an account shall be prepared from the time of the last prior account through the end of the period of service. Such trustee shall keep each account available for inspection by, and shall, when requested, deliver copies to, the beneficiaries eligible, within the period covered thereby, to receive benefits from the trust or fund which is the subject of said account. The written approval of an account by such a beneficiary, or by his or her parent or guardian if such beneficiary is a minor or otherwise incompetent, shall be final and binding upon the beneficiary and upon all persons then or thereafter claiming any interest through or under him or her in the income or principal of such trust as to all matters stated therein or shown thereby. Failure of such beneficiary, or of his or her parent or guardian if such beneficiary is a minor or otherwise incompetent, to deliver to such Trustee written objection to an account within thirty (30) days after receipt thereof shall constitute the final and binding approval thereof by that beneficiary.

7.2) In the administration and distribution of any trust or fund created hereunder, the Trustee shall have the power and authority conferred by Florida Statutes Chapter 736, as amended. Additionally, the Trustee shall have the following additional power and authority; provided, however, that no Trustee acting hereunder shall have authority to direct investments or management or distribution (including invasion of principal) of Trust principal in such a manner as will cause inclusion of such assets in the estate of such Trustee for federal estate tax purposes:

(a) To acquire, encumber and dispose of all trust property, real or personal, wherever situated, specifically including homestead real property, and no purchaser or lender shall be held liable to see to the propriety of the transaction nor to the application of proceeds. It is the Grantor's intention to grant the Trustee a general power of sale, and any action taken pursuant thereto shall be valid without any showing of necessity and without authorization or confirmation of court.

(b) To make distributions (including the satisfaction of any pecuniary distribution) in cash or in specific property, real or personal, or an undivided interest therein or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property allocated to any distributee (including any Trust); and such power shall not be exercised in such a way that it will affect the deductibility of any devise for charitable or marital deduction purposes.



(c) To distribute a distribution to a distributee who is a minor at the time of distribution to the minor's custodian under the Florida Uniform Transfers to Minors Act. If there is no such custodian, such custodian may be appointed by the Trustee, and any party serving as Trustee may be appointed as custodian.

(d) To select such years, valuation dates, and allocations of expenses deductible for both federal income and federal estate tax purposes and to utilize such valuations as will permit redemption of any stock constituting a part of the principal of the Trust pursuant to the provisions of United States Internal Revenue Code Section 303 with the Trustee's decision in all of these matters to be final and binding upon all beneficiaries.

(e) To permit any person having any interest in the income of any Trust to occupy any real property forming part of any Trust upon such terms as the Trustee shall deem proper, whether rent-free, or in consideration of the payment of taxes, insurance, maintenance and ordinary repairs, or otherwise.

(f) The individual Trustee is authorized to buy, sell and trade in securities of any nature, and in connection therewith to open and maintain margin accounts and to deal in puts, calls, straddles and all other forms of options and short sales, may borrow money and may pledge any securities for loans and advances made to the Trustee. The Trustee has the power to borrow money for any trust purpose on such terms and conditions as the Trustee deems proper.

(g) Any Trustee serving hereunder subsequent to the death of the Grantor shall have the power and authority to serve as the Grantor's personal representative for all purposes under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), particularly its 2003 Privacy Regulations. The Trustee shall have immediate access to any and all records relating to the Grantor's medical condition(s) and/or health care. No person or entity shall incur any liability to the Grantor's estate for allowing the Trustee, as the Grantor's personal representative for health care purposes, access to any and all medical records of the Grantor.

(h) Any individual Trustee at any time acting hereunder shall have full power and authority to execute any and all documents required to conduct the activities of any Trust herein described without the joinder of any other Co-Trustee.

(i) Any Trustee serving hereunder may exercise all powers that an absolute owner would have and any other powers appropriate to achieve the proper investment, management, and distribution of: (1) any kind of computing device of the Grantor; (2) any kind of data storage device or medium of the Grantor; (3) any electronically stored information of the Grantor; (4) any user account of the Grantor; and (5) any domain name of the Grantor. Any Trustee may obtain copies of any electronically stored information of the Grantor from any individual or entity that possesses, custodies, or controls said information. The Grantor hereby authorizes any individual or entity that possesses, custodies, or controls any electronically stored information of the Grantor or that provides to the Grantor an electronic communication service or remote computing service, whether public or

private, to divulge to any Trustee serving hereunder: (1) any electronically stored information of the Grantor; (2) the contents of any communication that is in electronic storage by that service or that is carried or maintained on that service; and (3) any record or other information pertaining to the Grantor with respect to that service. This authorization is to be construed to be my lawful consent under the Florida Fiduciary Access to Digital Assets Act; the Electronic Communications Privacy Act of 1986, as amended; the Computer Fraud and Abuse Act of 1986, as amended and any other applicable federal or state data privacy law or criminal law. Any Trustee serving hereunder may employ any consultants or agents to advise or assist said Trustee in decrypting any encrypted electronically stored information of the Grantor or in bypassing, resetting or recovering any password or other kind of authentication or authorization, and the Grantor hereby authorizes any Trustee acting hereunder to take any of these actions to access: (1) any kind of computing device of the Grantor; (2) any kind of data storage device or medium of the Grantor; (3) any electronically stored information of the Grantor; and (4) any user account of the Grantor. The terms used in this paragraph are to be construed as broadly as possible, and the term "user account" includes without limitation an established relationship between a user and a computing device or between a user and a provider of Internet or other network access, electronic communication services, or remote computing services, whether public or private.

7.3) Except as otherwise provided for herein, any corporate Trustee shall be entitled to receive compensation for its services as Trustee hereunder in accordance with its schedule of fees as the same may be amended from time to time.

7.4) Except as otherwise provided for herein, any noncorporate Trustee may, at the Trustee's option, receive compensation for the services rendered as Trustee of any Trust created hereunder in accordance with the normal fees of corporate Trustees in the local community.

7.5) The Grantor may have already created or may hereafter create, or both, other Trusts of the so-called "pour-over" variety or provide by Will for a "pour-over", and if and to the extent the Trusts or Will shall result in additional assets coming to the Trustee hereunder, such additional assets shall be held and administered in all respects as if included on the accompanying schedule.

7.6) No purchaser from the Trustee or any other person dealing with the Trustee shall be under any obligation to see to the application of the purchase money or to the proper administration of the Trust. Any corporation, its transfer agent and its dividend disbursing agent and any person, firm or corporation, bank or savings and loan association, and any other party with whom the Trustee shall deal:

(a) Shall be under no obligation or liability with respect to the validity or proper administration of this Trust.

(b) Shall be entitled to rely entirely upon written orders of the Trustee or his nominee, and



(c) Shall be entitled to assume that this Agreement as now written is in full force and effect until receipt of the written notice of its amendment, termination, or revocation.

7.7) The Trustee shall pay charitable bequests, if any, from any gross income generated by making such charitable bequests, so that this trust shall be entitled to claim a charitable income tax deduction for such transfer under Section 642(c) of the Internal Revenue Code of 1986, as amended, or under any corresponding section of future income tax laws.

7.8) This Trust is established under the laws of the State of Florida.

#### **ARTICLE 8 - Definitions**

8.1) Whenever used in this agreement, unless the context of any passage thereof requires otherwise:

(a) The term "Trustee" means the singular or multiple Trustees appointed herein, as well as their substitutes and successors.

(b) The term "education" shall be construed to mean all levels of education in the customary sense, including private tutorials and professional and advanced education, and also spiritual education, musical instruction and physical education, including summer camps for minor beneficiaries.

(c) The term "health" shall be construed to include medical, dental, hospital, drug and nursing costs, as well as all expenses of invalidism and costs of medically prescribed equipment and travel.

(d) The terms "maintenance" and "support" shall mean the maintenance and support of the income beneficiaries in accordance with their accustomed manner of living.

(e) Legally adopted children shall be deemed to be natural children of their adoptive parents, providing they were adopted prior to attaining the age of 21 years, and terms of kinship or descent used herein shall be construed accordingly.

(f) The singular includes the plural and the plural includes the singular.

(g) The terms "incapacitated" and "incapacity" shall mean the Grantor's or beneficiary's mental or physical inability, individually, to manage the Grantor's or beneficiary's affairs prudently, or the mental or physical inability of an individual Trustee (including the Grantor as Trustee) to manage the affairs of the trust prudently. Such incapacity shall be determined by a court of competent jurisdiction or certified in writing by two medical doctors to the then serving Trustee, or if the Grantor is Trustee and the Grantor is incapacitated, to the named successor Trustee. One medical doctor shall be the doctor currently serving the Grantor or the Trustee if there is one so serving.


(h) The Florida legislature recognizes that the duties and responsibilities of a trustee may be unfamiliar to many people. To encourage trustees to seek professional advice in the administration of trusts, the legislature now requires the following notice to appear in all trust agreements: *The trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.*

#### ARTICLE 9 - Litigation Involving Trust

The beneficiaries under this Trust Agreement and the Grantor's Last Will and Testament is/are people the Grantor loved, appreciated and trusted. If any such beneficiary(ies) genuinely believes this agreement or the Grantor's Last Will and Testament is/are not as the Grantor intended or that the Trustee or Personal Representative is/are not administering the trust or estate properly, or, for any other reason feels that litigation involving the trust or the estate should be pursued, if, having commenced litigation, such beneficiary is unsuccessful, meaning he or she has not benefitted from the trust or estate, then that beneficiary's share of the trust shall be the first used to pay the prevailing litigant's Attorney's fees and costs. This will avoid some of the penalty that the other beneficiaries might otherwise incur as a result of the well-meaning efforts of the Petitioner/Devisee.

IN WITNESS WHEREOF, the parties have signed and sealed this instrument this 11 day of

Nov, 2024.

 (SEAL)  
ANTONIO PINTO

GRANTOR AND TRUSTEE

This instrument was signed, sealed, published and declared by ANTONIO PINTO as his Trust Agreement in our joint presence, and at his request we have signed our names as attesting witnesses in his presence and in the presence of each other on the date stated above.

Name

Address

**SARASOTA, FL**

**SARASOTA, FL**



STATE OF FLORIDA

COUNTY OF SARASOTA

We, ANTONIO PINTO, Francesca Torquato and Rosemary Vermost,  
the Grantor and the witnesses respectively, whose names are signed to the attached or foregoing instrument,  
having been sworn, declared to the undersigned officer that the Grantor, in the presence of the witnesses,  
signed the instrument as his Trust Agreement, that he signed, and that each of the witnesses, in the presence  
of the Grantor and in the presence of each other, signed the Trust Agreement as a witness.

ANTONIO PINTO  
ANTONIO PINTO

Witness

Witness

The foregoing instrument was acknowledged, subscribed and sworn to before me by the Grantor,  
ANTONIO PINTO,

☒ by means of physical presence or ☐ online notarization

☐ who is personally known to me; or

☒ who has produced DRIVERS LICENSE as identification;

by Francesca Torquato (1st witness),

☒ by means of physical presence or ☐ online notarization

☐ who is personally known to me; or

☒ who has produced DRIVERS LICENSE as identification;

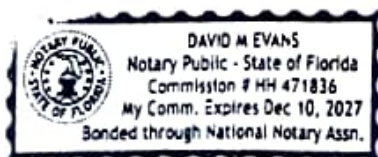
and by Rosemary Vermost (2nd witness),

☒ by means of physical presence or ☐ online notarization

☐ who is personally known to me; or

☒ who has produced DRIVERS LICENSE as identification.

the witnesses, on Nov 21, 2024.



Notary Public

My Commission Expires: \_\_\_\_\_