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W-33047

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11/20

**THE SMITH LAW FIRM**

A PROFESSIONAL ASSOCIATION  
333 FLEMING STREET • KEY WEST, FLORIDA 33040

WAYNE LARUE SMITH, MBA, JD  
ALSO ADMITTED WASHINGTON, DC

THEODOSIA A. TAMBORLANE, MPA, JD  
ALSO ADMITTED NEW JERSEY

SETH D. CORNEAL, JD

November 13, 2002

**VIA U.S. MAIL**

Department of State  
Division of Corporations  
PO Box 6327  
Tallahassee, FL 32314

**RE: Filing of Cecil Alf Family Trust, an Irrevocable Trust**

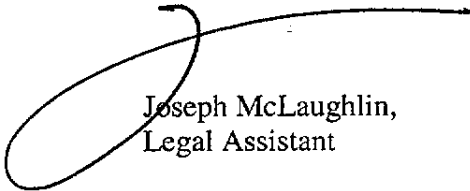
Dear Sir or Madam:

Enclosed please find the following documents pertaining to the filing of the Cecil Alf Family Trust, an Irrevocable Trust:

1. Transmittal Letter.
2. Original and copy of Declaration of Trust.
3. Our client's check no. 657 in the amount of Three Hundred Fifty and 00/xx Dollars (\$350.00) as payment of the Declaration of Trust filing fee.

Thank you for your attention to this matter.

Sincerely,



Joseph McLaughlin,  
Legal Assistant

/jmm  
Enclosures

cc: Dr. Cecil Alf

Z:\DOCS\11420\11-13-02 LTR TO DOS re filing Alf trust.doc

**THE SMITH LAW FIRM**

A PROFESSIONAL ASSOCIATION  
333 FLEMING STREET • KEY WEST, FLORIDA 33040

WAYNE LARUE SMITH, MBA, JD  
ALSO ADMITTED WASHINGTON, DC

SETH D. CORNEAL

January 15, 2003

**VIA U.S. MAIL**

Department of State  
Division of Corporations  
**ATTN: BETH REGISTER**  
PO Box 6327  
Tallahassee, FL 32314

**RE: Document Number: W02000033047**

Dear Ms. Register:

Enclosed please find the original, executed affidavit for the Cecil Allf Trust. This document should complete the above-referenced filing. The affidavit you currently hold is for the Cecil Allf FAMILY Trust, which is not being filed at this time. Please change the name of the filing from the **Cecil Allf Family Trust** to the **Cecil Allf Trust, Dated October 5, 1994, An Irrevocable Trust**. If it is convenient, please send the Family Trust affidavit to me to be held in our files.

Thank you very much for your assistance in this matter. Please let me know if you need any additional information (305/296-0029).

Sincerely,

  
Joseph McLaughlin,  
Legal Assistant

/jmm  
Enclosure

cc: Dr. Allf

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

**CECIL ALLF TRUST, DATED OCTOBER 5, 1994,  
AN IRREVOCABLE TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of Cecil Allf Trust, Dated October 5, 1994, an Irrevocable Trust, hereby affirms in order to file or qualify Cecil Allf Trust, Dated October 5, 1994, an Irrevocable Trust, in the State of Florida.

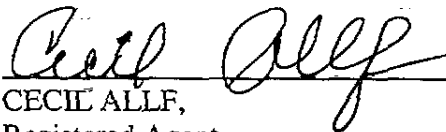
1. Two or more persons are named in the Trust.
2. The principal address is:

**2518 Saddlehorse Lane, Gastonia, North Carolina 28056.**

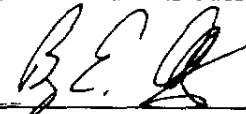
3. The registered agent and street address in the State of Florida is:

**Cecil Allf, 8 Salt Marsh, Amelia Island, Florida 32036.**

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in the capacity.

  
\_\_\_\_\_  
CECIL ALLF,  
Registered Agent

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

  
\_\_\_\_\_  
BRYAN E. ALLF,  
Chairman of the Board of Trustees

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
03 JAN 16 AM 11:23

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF Monroe )

Sworn to and subscribed before me this 14<sup>th</sup> day of January, 2003, by CECIL ALLE,  
who is personally known to me or who produced \_\_\_\_\_ as  
identification.



Shannon M. McDonald  
MY COMMISSION # CC999868 EXPIRES  
February 7, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]  
Notary Public - State of Florida

(Seal)

STATE OF NORTH CAROLINA )  
 ) ss.  
COUNTY OF Gaston )

Sworn to and subscribed before me this 31 day of December, 2002, BRYAN E.  
ALLE, who is personally known to me or who produced \_\_\_\_\_ as  
identification.

[Signature]  
Notary Public - State of North Carolina

(Seal)

NO. 011 002  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
03 JAN 16 AM 11:23

TRUST AGREEMENT

BETWEEN

CECIL E. ALLE, GRANTOR

AND

BRYAN E. ALLE, TRUSTEE

THIS TRUST AGREEMENT dated OCTOBER 5, 1994, by and between CECIL E. ALLE, the Grantor of Key West, Florida, and BRYAN E. ALLE, Trustee of Boone, North Carolina.

WITNESSETH:

That in consideration of the delivery by the Grantor to the Trustee of the property described in Schedule A, attached hereto and made a part hereof, it is agreed as follows:

ARTICLE I

RIGHTS RESERVED BY THE GRANTOR

The Grantor reserves the following rights:

(A) To amend this trust solely for the purpose of changing the interests of existing beneficiaries (whether now living or after born members of a class of beneficiaries), provided however, that Grantor shall not amend the trust to increase his own beneficial interest. Such amendment shall be by a written instrument signed by the Grantor and delivered to the Trustee. Grantor may by valid Last Will and Testament, or Codicil thereto, change the interest of existing beneficiaries. This power to change the interest of a beneficiary shall extend to all interests whatsoever, including but not limited to the right to receive income or principal, and any power of a beneficiary to appoint

property to such beneficiary or to any other person. In all other respects, the trust shall not be subject to amendment, revision, or revocation by Grantor.

(B) To add to the trust at any time, either during the Grantor's lifetime or by the Grantor's will.

(C) At any time to advise the Trustee in the Trustee's management and administration of the trust, provided that the Trustee shall not be responsible or liable in any way for any action taken by the Trustee pursuant to the Grantor's advice, and the Grantor agrees to save and hold the Trustee harmless for any action so taken. In the event that the Grantor should at any time or times during his life, in the opinion of the Trustee be incapacitated, disabled, ill, not available for consultation, or otherwise incapable of so advising the Trustee, the Trustee shall in respect to such matters consult with and be guided by the Grantor's spouse. Any such advice, however, shall be given by written instrument signed by the Grantor or the Grantor's spouse, as circumstances may require, and shall be delivered to the Trustee. Notwithstanding the foregoing, the final decision regarding management and administration of the Trust Estate shall be solely within the Trustee's discretion.

#### ARTICLE II

##### DISPOSITION OF INCOME AND PRINCIPAL DURING GRANTOR'S LIFETIME

(A) During the joint lives of the Grantor and Grantor's Spouse, the Trustee shall pay to or for the benefit of Grantor's Spouse from time to time (at least annually) the net income of the

trust and such amount or amounts of the principal of the trust as the Trustee, in the Trustee's sole discretion, deems necessary for the Grantor's Spouse's welfare. The Trustee shall not be compelled to make transfers if he concludes the funds will be attached by creditors of Grantor or Grantor's Spouse.

(B) Upon receiving written direction from Grantor's Spouse, during Grantor's lifetime, Trustee is authorized and directed to transfer from the income and/or principal of this trust to the children of Grantor, or to trusts established for the benefit of such children, so much property as Grantor's Spouse may direct in writing; provided, however, that the cumulative amount of transfers under this provision shall not exceed the maximum amount of property that may pass free of Federal gift tax taking into account prior gifts by Grantor or Grantor's Spouse, the unified credit, the annual exclusion, and the ability of Grantor and Grantor's Spouse to elect to have gifts treated as having been made one half by each spouse.

(C) In the event that Grantor's Spouse predeceases Grantor, Trustee shall transfer to the estate of Grantor's Spouse, or to the children of Grantor and, or to trusts established for the benefit of such children or as Grantor's Spouse may otherwise direct by Last Will and Testament, so much of this Trust Estate as Grantor's Spouse may validly appoint by Last Will and Testament or Codicil, in which specific reference to this power is made; provided, however, that the maximum amount of property subject to this power is that amount of property which may pass from Grantor's Spouse's

estate free of any Federal estate tax to Grantor's Spouse's estate, taking into account the unified credit and the state death tax credit (to the extent that the state death tax credit does not increase Grantor's Spouse's state death taxes) and the unlimited marital deduction.

(D) This Trust shall terminate and all assets remaining in the Trust Estate shall be distributed to Grantor upon Grantor's Spouse seeking and obtaining a divorce from Grantor.

(E) Notwithstanding the foregoing, if Grantor's Spouse seeks and obtains a divorce from Grantor, which would otherwise cause the trust to terminate pursuant to the provisions of paragraph (D) of this Article II, Grantor may validly disclaim the property which would otherwise pass to him upon such termination. The trust shall continue and shall be held, administered, and distributed as if Grantor's Spouse died, having survived Grantor. Furthermore, the rights reserved by Grantor in Article I shall terminate at the time of such disclaimer.

### ARTICLE III

#### DIVISION OF TRUST ESTATE AT GRANTOR'S DEATH

(A) Upon Grantor's death, the Trustee shall pay to the Personal Representative of Grantor's estate such amounts as such Personal Representative may request in writing for the payment of all generation skipping transfer, estate, inheritance, succession, gift, personal property, and income taxes or assessments payable by Grantor's Personal Representative or estate, the expenses of administration, and any cash bequests in Grantor's will, or the

Trustee may discharge directly any such obligations and bequests as he, in his discretion, may determine or as directed by Grantor's Personal Representative, except if the Trustee holds at Grantor's death any obligations issued by the United States having a market value of less than par value which may be applied at par value in payment of Grantor's federal estate tax the Trustee shall apply directly such obligations to the payment of said federal estate tax liability; and, except that the Trustee shall not pay over any property exempt from claims of creditors under applicable law for payment of Grantor's debts if the Trustee concludes that such exemption should be claimed to protect the beneficiaries of the Trust Estate from substantial reduction of the trust property. The payment of any debt, administration expense or cash bequest that shall be deducted in computing Grantor's federal taxable estate shall be paid from assets allocated to the QTIP Trust if it exists. The payment of all taxes and any debts, administrative expenses, or cash bequests that shall not be deducted in computing Grantor's federal estate tax shall be paid from the assets allocated to the Credit Shelter Trust. All sums paid by the Trustee under the provisions of this paragraph shall be free from this Trust, and in making any such payments the Trustee may rely and act upon evidence and information which it believes to be correct, and any action taken by the Trustee in reliance thereon shall be binding and conclusive upon all beneficiaries hereunder.

(B) Upon Grantor's death, if the Grantor is currently married and the Grantor's Spouse survives Grantor, the Trust Estate,

including all accrued and all undistributed income and all other property that becomes part of the Trust Estate, shall be held and distributed as herein provided.

(1) After deducting amounts otherwise paid or set apart to be paid as provided in paragraph A above, the Trustee shall transfer to itself as Trustee the residue of the Trust Estate and establish two (2) new separate trusts: (1) a credit-shelter trust ("CREDIT SHELTER TRUST") which shall be administered under the provisions of Article IV hereof; (2) a qualified-terminable interest property trust ("QTIP Trust") which shall be administered under the provisions of Article VI hereof.

(a) The Credit Shelter Trust shall consist of assets having a value equal to the largest amount, if any, that can pass free of Federal estate tax in Grantor's estate, taking into account the unified credit and the state death tax credit (to the extent that the state death tax credit does not increase Grantor's state death taxes) but no other credit reduced by any charges to principal that are not deducted in computing Grantor's Federal estate tax. In addition, if the Trust Estate includes any property which is excluded from Grantor's gross estate for Federal estate tax purposes, such property (less the expenses including taxes, if any, incurred in connection with the receipt of such property) shall be added to the Credit Shelter Trust as principal.

(b) The QTIP Trust shall consist of the balance of the Trust Estate.

(c) The assets available for distribution to the

Credit Shelter Trust and the QTIP Trust shall be allocated in the Trustee's sole discretion. However, only assets that qualify for the Federal estate tax marital deduction shall be allocated to the QTIP Trust or sold to raise cash to place in such trust. The Trustee's allocations shall be final, binding and conclusive upon all persons whomsoever. The assets to be allocated to the QTIP Trust shall be selected so that such assets, when valued at the date of distribution, will have an aggregate fair market value fairly representative of such trust's proportionate share of the appreciation or depreciation in value from Federal estate tax values to the dates of allocation of all property available for allocation to the QTIP Trust. The property allocated to the QTIP Trust shall qualify for and be includable in the marital deduction allowed for Federal estate tax purposes, and the power granted with respect to such allocation shall be so construed and limited and so exercised as to accomplish that purpose.

(d) If Grantor's spouse makes a "qualified disclaimer" (as the term is defined in Section 2518 of the Internal Revenue Code of 1986, as amended, or any successor provision) of all or any portion of her interest in the QTIP Trust, Trustee shall distribute such disclaimed property to the Credit Shelter Trust.

(e) During Grantor's lifetime, Grantor may execute one or more inter vivos revocable trusts (hereinafter referred to as the "Revocable Trust"). If there is in existence at the time of Grantor's death, one or more Revocable Trusts, it is Grantor's desire and direction that all trusts established pursuant to such

Revocable Trusts shall be funded before the Trustee of this trust makes the determination of the value of assets to be used to fund any of the trusts established in this Article III, paragraph (B). For example, if the Revocable Trust is funded, either during Grantor's lifetime or upon Grantor's death, with sufficient assets to fully or partially fund the Credit Shelter Trust established therein, the amount of assets to be distributed to the Credit Shelter Trust established under this Article III shall be reduced by the amount of the assets used to fund the Credit Shelter Trust established under the Revocable Trust. Also, the "unused portion of Grantor's generation-skipping transfer tax exemption" referred to in paragraph (B)(1)(b) of this Article III shall be determined after allocation to any other generation skipping trusts established by Grantor during his lifetime or under the Revocable Trust.

#### ARTICLE IV

##### CREDIT SHELTER TRUST

(A) The Trustee shall pay the net income of the Credit Shelter Trust to or for the benefit of Grantor's Spouse and Grantor's issue in such proportions and amounts and at such times as Trustee, in the Trustee's sole discretion, shall determine is advisable to provide for their respective health, maintenance, and support. Any undistributed income shall be accumulated and added to principal.

(B) The Trustee may also pay amounts of the principal of the Credit Shelter Trust to or for the benefit of any one or more of

such individuals in such proportions and amounts and at such times as Trustee shall deem advisable, in his discretion, to provide for their respective health, maintenance, and support. Notwithstanding the foregoing, the Trustee shall take into consideration principal of the QTIP Trust as well as other resources available to my Spouse or to my issue before distributing the principal of the Credit Shelter Trust to or for their benefit.

(C) Upon the death of Grantor's Spouse, the balance of the principal and any accumulated and undistributed income of the Credit Shelter Trust shall be held and distributed pursuant to the provisions in ARTICLE V hereof.

#### ARTICLE V

#### FAMILY TRUST

Upon the later death of Grantor or his Spouse, the Trustee shall hold and administer the assets of the Family Trust on the following terms:

(A) The Trustee shall divide the assets of the Family Trust into equal shares one share for each living child of Grantor and one share collectively for the living issue of a deceased child of Grantor. The Trustee shall distribute outright and free of trust a share created for a child of Grantor. At the time of the execution of this Trust, Grantor had four children, Bryan E. Allf, Rebecca J. Allf, Jennifer A. Ashmore and Cynthia E. Allf. A share created for the collective living issue of a deceased child of Grantor shall be further divided into subshares, per stirpes, for the benefit of the issue of the deceased child.

(B) The Trustee shall hold and administer the subshare created for the benefit of a deceased child of Grantor on the following terms:

(1) Until such issue attains the age of twenty-one (21) years, the Trustee shall pay to or apply for the benefit of such issue in monthly or other convenient installments so much of the net income from his share of the trust estate, up to the whole thereof, as the Trustee in his discretion deems advisable for the issue's proper care, support, maintenance, and education. The Trustee shall accumulate and add to the principal of such issue's share of the trust estate the undistributed balance, if any, of the said net income at the end of the year.

(2) When such issue attains the age of twenty-one (21) years, the Trustee shall thereafter pay to or apply for the benefit of such issue all of the net income from his share of the trust estate, in monthly or other convenient installments but in no event less often than quarter annually.

(3) If at any time in the discretion of the Trustee any such issue should be in need of funds for his proper care, support, maintenance, and education, the Trustee shall in his discretion, in addition to the payments hereinabove provided, pay to or apply for the benefit of such issue such amounts from the principal of his share as the Trustee may from time to time deem advisable.

(4) When such issue attains, the age of thirty (30) years, the Trustee shall distribute to such issue all of the balance of his share of the principal and accumulated income of the

trust estate.

(5) If any such issue for whom a share of the trust estate has been set aside should die prior to attaining the age of thirty (30) years, then on the death of such issue the Trustee shall distribute all of the balance of such deceased issue's share of the trust estate to his children then living, per stirpes. If there are no issue then living, then all of the balance of such deceased issue's share of the trust estate shall be divided into equal shares among the living grandchildren of Grantor and the collective living issue of a deceased grandchild of Grantor.

#### ARTICLE VI

#### QTIP TRUST

(A) The net income from the QTIP Trust shall be paid to or for the benefit of Grantor's Spouse for her lifetime at least annually. Trustee shall pay to or for the benefit of Grantor's Spouse from time to time such amounts of principal of the QTIP Trust, or the whole thereof, as he deems advisable for Spouse's comfortable support, maintenance, and health or to continue the standard of living to which she is accustomed and the Trustee's determination as to the amounts to be paid shall be final, binding and conclusive upon all persons whomsoever. Trustee may, but need not, take into consideration other resources available to Spouse.

(B) Any unproductive property held in the QTIP Trust shall be converted to income-producing property upon receipt of written request from Grantor's Spouse.

(C) Upon the death of Grantor's Spouse, all accrued but

undistributed income of the QTIP Trust shall be paid to her estate. There shall also be paid to Spouse's estate the amount by which the total death taxes payable by reason on Spouse's death and all expenses of administration of her estate, exceed of the total death taxes and all expenses of administration which would have been payable if the Q-Tip Trust had not been included in her gross estate for federal and state estate tax purposes, as determined in the Trustee's sole and absolute discretion. The then remaining principal of the QTIP Trust shall be distributed pursuant to the provisions set forth in the Family Trust as set forth in Article V hereof.

#### ARTICLE VII

##### DEFERRAL OF DISTRIBUTION

(A) With respect to any amounts which, under any of the foregoing provisions would vest in any beneficiary under this Agreement who at the time is under the age of Twenty-one (21) years, or whom the Trustee shall determine to be mentally or physically incapacitated, (except Grantor's Spouse's interest in the Q-TIP Trust) the Trustee may defer payment thereof until such beneficiary attains age Twenty-one (21) years or thereafter until such incapacity is removed. Meanwhile, the Trustee shall apply to such beneficiary's use so much of the income and principal thereof as may be deemed necessary in the Trustee's sole discretion, for such beneficiary's health, support, maintenance and education (including college, graduate and professional school). In making the determination of physical or mental incapacity, the Trustee

shall be entitled to rely upon the certificate of a licensed physician having direct knowledge of the conditions of such beneficiary.

(B) Upon the death of any beneficiary for whom the Trustee is holding a fund under the provisions of this Article VII, the Trustee shall distribute such funds as such deceased beneficiary shall have validly appointed by Last Will and Testament or Codicil, in which specific reference to this power is made. Any portion not validly appointed shall be distributed to the deceased beneficiary's estate.

(C) During the minority of any beneficiary, or when any beneficiary is, in the sole judgment of the Trustee, mentally or physically incapacitated or under disability which would place the beneficiary's interest hereunder at the risk of the loss of the use and enjoyment of his or her interest for any reason, payment of income or principal may be made by the Trustee to the parent, guardian or other person having the care and custody of such minor or incapacitated beneficiary, may be expended by the Trustee for the benefit of such beneficiary, or may be paid directly to such beneficiary; all as shall be determined in the Trustee's sole discretion. The receipt by any such beneficiary, even though a minor, or by any person to whom amounts are paid for the benefit of such beneficiary, shall be a full discharge to the Trustee for the amounts so disbursed.

ARTICLE VIIIRENUNCIATION OF INTEREST; ACCELERATION

The renunciation, surrender, release or disclaimer by any beneficiary of any interest(s) of his or hers in any trust created by this Trust Agreement shall accelerate all other interests therein (including other interests which may be held by him or her) in the same manner as would have his or her death at the same time, but only as to such renounced, surrendered, released, or disclaimed interest(s).

ARTICLE IXDESCENT AND DISTRIBUTION

Any part of the Trust Estate that shall fail to pass under any of the above provisions of this Trust Agreement shall be distributed to those persons who would take Grantor's personal property under the Florida Statute of Descent and Distribution then in force and effect, as though Grantor had then died, unmarried, intestate, a resident of the State of Florida and owner of the Trust Estate.

ARTICLE XTAX ELECTION/ALLOCATION

Grantor has authorized his Executor under his Last Will and Testament to make an election pursuant to Section 2652(a)(3) of the Internal Revenue Code of 1986 (as amended, or any successor provision), and/or an allocation of Grantor's GST Exemption pursuant to Sections 2631 and 2632 of the Internal Revenue Code of 1986 (as amended, or any successor statutory provision) and

Grantor directs the Trustee to cooperate with the Executor to take whatever action is necessary in order to make certain that such allocation and/or such election becomes effective.

#### ARTICLE XI

##### RULE AGAINST PERPETUITIES

Notwithstanding anything to the contrary herein contained, if any share of the Trust Estate shall not have vested according to law within a period of twenty-one (21) years after the death of the last survivor of Grantor, Grantor's Spouse, and Grantor's issue living at the time Grantor's reserved power to revoke or terminate the Trust (if any shall be retained) expires, either by reason of Grantor's death or by release of the power or otherwise, then, on the day before the end of such period, such share shall nevertheless vest in and be distributed to the person(s) then entitled to receive the income of such share in the proportions that such person(s) are then entitled to receive income, and in equal shares among all persons who are then included in any group entitled to receive income in the discretion of the Trustee.

#### ARTICLE XII

##### SPENDTHRIFT PROVISION

No income or corpus of any fund hereunder, except Grantor's Spouse's interest in the QTIP Trust, shall be subject in any manner to anticipation, sale, transfer, assignment, pledge, encumbrance, charge or alienation. If the Trustee determines that any beneficiary of any Trust or share subject to this provision has become or is under threat of becoming insolvent or bankrupt or has

attempted to anticipate, sell, transfer, assign, pledge, encumber, charge or otherwise in any manner alienate any benefit or other amount payable under said provisions, or that there is any danger of any levy or attachment or other court process or encumbrance on the part of any creditor of such beneficiary against any income or corpus payable to such beneficiary under said provisions, the Trustee may, at any time, in Trustee's absolute discretion, withhold any or all income or principal payable to such beneficiary under said provisions and apply the same for the health, support, maintenance and education of any such beneficiary, or to or for the benefit of his spouse, children or other dependents, or any of them, for their health, support, maintenance and education, in such manner and in such proportion as the Trustee may deem proper.

#### ARTICLE XIII

##### POWERS OF THE TRUSTEE

At any time and from time to time, the Trustee shall have the power in his sole and absolute discretion to change the domicile of the trust. This shall include the power to transfer the trust and trust assets to any domicile either within or outside of the United States of America. The Trustee shall have the power to amend or modify the trust in whole or in part to conform to the laws of the new domicile and to protect the trust assets and trust beneficiaries to the maximum extent possible under the laws of the new domicile.

ARTICLE XIV

TRUSTEES

(A) BRYAN E. ALLF, (referred to here as "the Original Trustee") may appoint an individual, bank or trust company from either within or outside the United States to act as Co-Trustee.

(B) Upon written acceptance of the trust by the appointed Co-Trustee, such Co-Trustee together with the original Trustee, shall serve as Co-Trustees and each shall be clothed and vested with all the duties, titles, and powers, whether discretionary or otherwise, of the Original Trustee.

(C) Upon the death, resignation, or incapacity of the Original Trustee or any Co-Trustee or successor Co-Trustee, the remaining Co-Trustee shall, after consultation with Grantor's Spouse, name a successor Co-Trustee. If the remaining Co-Trustee fails to name a successor Co-Trustee, a majority of the adult beneficiaries shall name a successor.

(D) Either Co-Trustee acting alone may exercise any power granted herein.

(E) Whenever the context hereof so requires, the term "Trustee" or "Trustees" shall be construed to mean "Co-Trustee" or "Co-Trustees."

ARTICLE XV

POWER TO TRANSFER TRUST TO ANOTHER JURISDICTION

(A) (1) The Trustee shall have the power by deed or other written instrument from time to time and at any time to declare that this Trust shall henceforth be governed by and take effect

according to the laws of such jurisdiction as may be set forth in such deed or other written instrument and thereafter the rights of all persons and the construction and effect of each and every provision hereof shall be subject to the exclusive jurisdiction of and construed only according to the laws of the said jurisdiction the courts of which shall become the forum for the administration of this Trust.

(2) Where the law applicable to the Trust is changed pursuant to the powers set forth in the Trust, the Trustee shall have the power by deed or other written instrument to make such changes hereto as may be necessary to ensure its continued validity and effect pursuant to such law and to make such other changes as Trustee shall deem necessary or proper to provide protection to and for the Trust Estate and the beneficiaries and to add such provisions as are necessary to induce a new Trustee to accept the Trust.

(B) Notwithstanding any of the trust powers and provisions herein contained, the Trustee shall have the power at any time or times before the perpetuity date at his absolute discretion to raise and pay or transfer the whole or any part of the Trust Estate freed and discharged from the trust powers and provisions of this trust to the Trustee of any other settlement or trust not infringing the rule against perpetuities applicable to this trust and approved by the Trustee and in favor or for the benefit of the beneficiaries of this trust and whether or not the Trustee or Trustees of such other settlement or trust are resident within the

jurisdiction applicable at the time to that settlement or trust and there upon the property so paid or transferred shall be subject to the trust powers and provisions of the other settlement or trust and be governed by the proper law of that other settlement or trust whether or not such proper law is the proper law of this settlement.

(C) Notwithstanding any of the trust powers and provisions herein contained the Trustee shall have the power at any time or times and from time to time before the perpetuity date and without infringing the rule against perpetuities applicable to this trust at the absolute discretion of the Trustee by any irrevocable deed or deeds to retire as Trustee and to appoint new a Trustee outside the jurisdiction at the time applicable to this trust as Trustee hereof and to declare that the trust hereof shall read and take effect according to the laws of the country of residence or incorporation of such new Trustee or the majority of them and upon such appointment being made the Trustee shall immediately stand possessed of the Trust Estate upon trust for the new Trustee and shall transfer the same to the new Trustee as soon as possible so that the Trust Estate shall continue to be held upon the trust hereof but subject to and governed by the laws of the country of incorporation (or residence if a natural person) of such new Trustee and thereafter the rights of all persons and the construction and effect of each and every provision hereof shall be subject to the exclusive jurisdiction of and construed only according to the laws of the said country which becomes the forum for the administration of this Trust.

ARTICLE XVIDISTRESS PROVISION

In the event, an action is initiated to attach the corpus of the assets held by this trust or places the assets of this trust in jeopardy of attachment and Bryan E. Alif has exercised his authority to appoint a Co-Trustee under Article XIV and has in fact appointed a Co-Trustee domiciled outside the United States, then Bryan E. Alif or his successor Trustee, in the event Bryan E. Alif is no longer serving as Trustee, shall be removed as Trustee. The Trust corpus shall then be held in the sole custody and control of the Co-Trustee appointed pursuant to Article XIV. Upon the removal of Bryan E. Alif or his successor, the Trust domicile shall be changed to conform to the domicile of the remaining Co-Trustee. The Co-Trustee shall exercise any and all powers within his authority to protect the Trust assets including but not limited to restating the trust to conform to and to obtain the protection of the laws of the new domicile as set forth in Article XV.

ARTICLE XVIISEVERABILITY PROVISION

Should any provision of this Trust be found to be void because of any rule of law, only that provision shall be declared void, and it shall not in any way affect any other provision or provisions of this Trust.

Except as otherwise herein provided, the administrative provisions of this Trust shall be those set forth in Schedule B, attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above-written.

In the presence of:

[Signature]  
[Signature]

Cecil E. Alif  
 Cecil E. Alif, Grantor

[Signature]  
[Signature]

Bryan E. Alif  
 Bryan E. Alif, Trustee

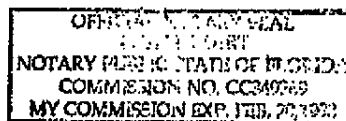
STATE OF FLORIDA }  
 COUNTY OF NASSAU } SS:

On this 5<sup>th</sup> day of OCTOBER, 1994, before me a Notary Public in and for said County and State, personally appeared Cecil E. Alif, the individual described in and who executed the foregoing Restatement of Trust Agreement for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal at Fernandina Beach, on the date last above-written.

Lisa M. Smart  
 Notary Public Lisa M. Smart

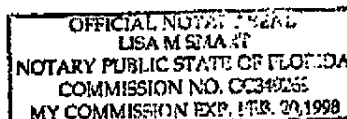
STATE OF FLORIDA }  
 COUNTY OF NASSAU } SS:



On this 5<sup>th</sup> day of OCTOBER, 1994, before me, a Notary Public in and for said County and State, personally appeared Bryan E. Alif, the individual described in and who executed the foregoing Restatement of Trust Agreement for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal at Fernandina Beach, on the date last above-written.

Lisa M. Smart  
 Notary Public Lisa M. Smart



**SCHEDULE A**

ATTACHED TO AND MADE A PART OF A TRUST AGREEMENT DATED: 5 Oct. 1994

GRANTOR, CECIL E. ALLF

TRUSTEE, BRYAN E. ALLF

Cecil E. Allf  
CECIL E. ALLF, Grantor  
CECIL  
Bryan E. Allf  
BRYAN E. ALLF, Trustee

SCHEDULE B

ATTACHED TO AND MADE A PART OF A TRUST AGREEMENT DATED OCTOBER 5, 1994

GRANTOR, CECIL E. ALLY

TRUSTEE, BRYAN E. ALLY

1. DEFINITIONS

1.1 The term "Trust Estate," as used in this agreement, shall mean the entire amount of property held by the Trustee at any particular time under the terms and conditions of the agreement, regardless of the number of separate trusts into which it may have been divided.

1.2 The word "beneficiary," as used in this agreement, shall include as the context may require, each person entitled or eligible to receive payment of principal, accumulated income, or current income of the Trust Estate or of any of the trusts which may be a part of it.

1.3 The word "descendant and/or issue," as used in this agreement, shall mean a lawful lineal descendant, and shall include any person who has been lawfully adopted by any descendant of the Grantor and the lawful lineal descendants or lawfully adopted children of any such lawfully adopted person. The word "descendant", "child", or "issue" shall not include any child born out of wedlock unless such child has been lawfully adopted by Grantor or a descendant of the Grantor.

1.4 Whenever the context hereof so requires, the masculine gender of any noun or pronoun shall be construed to mean the feminine or neuter; the feminine, the masculine or neuter; the

neuter, the feminine or masculine; and the singular number of any noun or pronouns shall be construed to mean the plural and the plural the singular.

1.5 When a share created under this Trust is conditioned on the beneficiary being alive at such time, it is Grantor's intention that no antilapse statute shall apply.

## 2. RIGHTS AND POWERS OF THE TRUSTEE

The Trustee shall have the power and authority which is now or may hereafter be conferred by law upon the trustees, and, in addition, the Trustee shall have full power:

2.1 To retain and continue to hold, without liability for loss or depreciation resulting from such retention, any of the property coming into the Trustee's possession hereunder (including capital stock of any corporate Trustees, including any parent corporation of any corporate Trustee) in the same form of investments as that in which they shall have been received, although it may not be of the character of investments permitted by law to trustees and although it represents a large percentage of the total property of the Trust Estate; to invest and reinvest any of the trust funds held hereunder in such amounts as the Trustee may see fit in such stocks, bonds, or other property, real or personal, as the Trustee may in such Trustee's discretion deem advisable, all without reference to the laws of any state, court, order, or rules of court governing the investment of fiduciaries. Persons dealing with the Trustee need not look to the application of funds paid or property delivered to the Trustee.

2.2 To sell at public or private sale, contract or grant

options to sell, exchange, re-exchange or otherwise dispose of all or part of the property in the Trust Estate, and to execute all instruments of sale and conveyance.

2.3 To collect all income, to determine in cases of doubt whether money or property coming into possession shall be treated as principal or income, and to charge or apportion expenses, losses, and taxes (either on income or on property) to principal or income as the Trustee may deem just and equitable. In cases where securities are taken or purchased for the Trust Estate at a premium or at a price greater than their par value, the Trustee shall not be required to amortize such premiums or to set aside any part of the income as a sinking fund to retire or absorb such premium. In cases where securities are taken or purchased for the Trust Estate at a discount, or at a price less than their par value, the Trustee shall not be required to treat or accrue as income any part of such discount. The determination of the Trustee hereunder shall be final and binding on all interested parties.

2.4 To enforce, defend against, have adjudicated by legal proceedings or arbitration, abandon, compound, adjust, settle, or compromise, any claims or demands whatsoever in favor of or against the Trust Estate, as the Trustee may in such Trustee's discretion determine.

2.5 To cause any property in the Trust Estate to be issued, held, or registered in the Trustee's own name, without disclosing a fiduciary relationship, the Trustee's name as Trustee, in the name of the Trustee's nominee or nominees, or in such other form that title will pass by delivery.

2.6 To employ and pay such agents, attorneys, brokers, accountants, investment counsel, and advisors as may in the discretion of the Trustee be necessary or desirable for the proper administration of the Trust Estate.

2.7 To pay all taxes, assessments, costs, insurance charges, and other expenses arising in connection with the administration of the Trust Estate.

2.8 To make leases for any length of time, including leases for ninety-nine (99) years (renewable forever), to commence at the present time or in the future, to modify and amend any lease, to grant options to lease, or to extend or renew any lease, regardless of whether or not the term of any such lease might extend beyond the term of this trust.

2.9 To improve, manage, protect, exchange, partition, contract to sell, convey with or without covenants or warranty, dedicate for public purposes, subdivide or vacate any subdivision of, make party wall contracts and agreements relating to, grant easements or charges of any kind upon, and construct, replace, rebuild, remodel, alter, repair, and maintain buildings upon, any real estate in the Trust Estate.

2.10 To borrow money under such terms, conditions and limitation as in the Trustee's absolute discretion may be appropriate for the administration or distribution of the Trust Estate, for the purchase of assets of any kind or value whatsoever, and for the refinancing of any outstanding loans and to continue, extend, and renew any such loans and in connection therewith; to give, execute and deliver assignments, transfers, obligations,

notes, pledges, bonds, mortgages, and renewals thereof and any other instruments, documents, or papers; to pay any and all loans and any renewals of the same either out of income or principal or both. Any corporate Trustee is specifically authorized to borrow from its own commercial department.

2.11 To allot to any separate trust or share hereunder an undivided interest in any part of all the Trust Estate, to make joint investments for any two or more of the separate trusts or shares, and to make division or distribution wholly or partially in property in kind, and the decision of the Trustee respecting the value of any property so allotted, divided, or distributed shall be binding upon all beneficiaries concerned.

2.12 To budget the estimated annual income and expenses of the Trust Estate in such manner as to equalize, as far as practical, periodical income payments to beneficiaries.

2.13 To give full and complete discharges, acquittance, releases, and receipts to persons dealing with the Trustee.

2.14 To rely upon any notice, certificate, affidavit, or other paper or document believed by the Trustee to be genuine, or upon any evidence deemed by the Trustee to be sufficient, without liability for any damage or loss occasioned by doing so.

2.15 To attend and vote at any shareholder's meetings with respect to any stock or securities in the Trust Estate upon any question; to give a proxy or proxies (with full power of substitution) in the name, place and stead of such Trustee; to vote according to the number of votes which the Trustee would be entitled to cast with respect to any stock or securities in the

Trust Estate upon any question and with all the powers which the Trustee would be entitled to exercise if personally present at any and all meetings of the holders of shares or securities of any and all corporations or other organizations or any adjournment or adjournments of such meetings upon any matter coming before such meeting, meetings, adjournment, adjournments; provided, however, that shares issued by any corporate Trustee who may be serving as Trustee pursuant to the terms of this agreement (including any parent corporation of any corporate Trustee) shall be voted as directed by a majority in interest of the adult beneficiaries.

2.16 To make all payments or distributions without liability for erroneous payments or distributions made in good faith and without actual notice or knowledge of the changed condition or status of any beneficiary receiving payments or distributions upon a condition.

2.17 To deal fully with third persons, without any liability upon such third person to see to the application of funds paid or property delivered to the Trustee, to inquire into the powers of the Trustee, to inquire into the expediency, necessity, advisability, or validity or any action taken by the Trustee.

2.18 To determine and decide any doubts, difficulties or questions (including, but not limited to, those of construction or interpretation or both) in connection with this declaration of trust and its administration, without resorting to any court.

2.19 To do all other things the Trustee may deem best for the conservation, protection and betterment of the Trust Estate, and to the best interest and advantage of each of the beneficiaries

and his or her dependents, as fully and completely as if the Trustee were the unqualified owner thereof.

2.20 To determine the expediency, propriety, necessity, or advisability of exercising, partially exercising, or not exercising any discretionary powers.

2.21 To keep cash in banks uninvested for reasonable periods.

2.22 The Trustee's powers shall be plenary, and decisions and determinations by the Trustee, whether made upon questions formally or actually raised or only implied from, or implicit in, any of the acts or proceedings of the Trustee, shall be final, conclusive, and binding upon all persons, and irrespective of any provision, express or implied, to the contrary herein contained, shall not be subject to question by any person in the absence of clear, certain and convincing proof that the Trustee acted dishonestly or in bad faith or grossly abused such Trustee's discretion.

2.23 When any payments of income or principal of any trust become payable to any person who at such time is a minor or otherwise legally incompetent, then such payments may be made by the Trustee for such person's comfort, support, maintenance, education, or well-being, or to the guardian of such minor or incompetent if there be such guardian, or to a parent or to the person having the custody and control of such minor or incompetent, in the sole and continuing discretion of the Trustee, and the receipt of any such person shall be sufficient receipt and acquittance to the Trustee for any payments made to him or her,

provided such payments were made in good faith. Any payment or distribution to be made hereunder to or for the benefit of a minor may be made to a custodian for the benefit of the minor under a Uniform Gifts to Minors Act.

2.24 Except in the case of the Grantor's surviving spouse, the Trustee shall not be bound by any assignment of the income or corpus of any trust or any part thereof, by any beneficiary hereunder, nor shall the share of any beneficiary of any trust be subject to encumbrance, commutation and anticipation, or court process and the Trustee shall have full power at any time, when in the exercise of such Trustee's sound discretion upon showing satisfactory to the Trustee to the effect that any such assignment has been made, or that there is danger of any levy or attachment on the part of the creditors of any beneficiary of any trust is or is about to become insolvent or bankrupt, or for any reason such beneficiary shall not receive the enjoyment of or benefit of a distribution of income or principal hereunder, to withhold any and all payments of income and/or principal provided for such beneficiary and either accumulated the same in whole or in part, and/or expend the whole or any part thereof for the care and comfort of any such beneficiary as in the Trustee's sole discretion such Trustee may deem best for the interest of said beneficiary.

2.25 If at any time the Trustee believes any trust being administered hereunder is of such a size that its continued administration is uneconomical or inexpedient, the principal and any undistributed income of that separate trust may be distributed

by the Trustee to the person or persons then entitled to receive the net income of the trust; such distribution to be made among them in such proportion as the Trustee in the Trustee's sole discretion may deem appropriate.

2.26 Notwithstanding any other provision contained herein; if either Grantor or Trustee has a legal obligation to support a beneficiary, or if a discretionary payment by trustee shall relieve a legal obligation of Trustee or Grantor, then Trustee shall not have the power to make discretionary distributions from the trust to or for the benefit of such beneficiary.

### 3. REGARDING THE TRUSTEES

3.1 The Trustee may resign by delivering written notice of intention to do so at least thirty (30) days in advance of the date on which the resignation is to be effective, to the Grantor if the Grantor is alive; otherwise to the adult beneficiaries of the trusts and the parents or guardians of minor beneficiaries. Upon such receipt of such notice, the Grantor shall appoint a successor Trustee, or if the Grantor is not alive, the recipients thereof shall appoint a successor Trustee. Upon written acceptance of the trust by the successor Trustee, the resigning Trustee shall deliver and transfer all the trust assets to such successor and shall also deliver to such successor Trustee and to the beneficiaries of the Trust Estate, or to their parents, guardian, or custodians, an account of the trust from its beginning date or the date of the last prior account up to and including the date of delivery and transfer of such assets.

3.2 In addition to the powers set forth in 3.1 above with reference to the appointment of a successor Trustee, the Grantor, during Grantor's lifetime, or after Grantor's death a majority of the adult beneficiaries and guardians of any legally incompetent beneficiaries entitled to receive income hereunder at the time of the execution of the notice of removal, shall have the power to remove any Trustee at will by a writing to that effect delivered to the Trustee and may appoint a successor Trustee. Upon appointment of such successor Trustee, the terminated Trustee shall deliver and transfer all the trust assets to such successor and shall also deliver to such successor and the beneficiaries of the Trust Estate, or to their parents, guardians or custodians an account of the trust from its beginning date or the date of the last prior account up to and including the date of delivery and transfer of such assets.

3.3 Each and every successor Trustee shall be clothed and vested with all the duties, titles, and powers, whether discretionary or otherwise, of the original Trustee hereunder.

3.4 No successor Trustee shall be chargeable with responsible for any of the acts or omissions of any predecessor Trustee; and each successor Trustee shall be fully protected in assuming the accounts and acts of each predecessor Trustee to be correct, and the balances in each predecessor's principal and income accounts to be correct.

3.5 The Grantor directs that no bond shall at any time be required of any Trustee, original or successor, serving under the terms hereof, and no Trustee shall be under any duty to require

a judicial accounting, upon resignation, change, or at any other time.

3.6 The Trustee and any successor Trustee shall receive for services rendered under the terms hereof reasonable compensation equal to that charged by Trustees for the administration of similar trusts. Such compensation shall be charged against the principal or income of the trusts held hereunder as the Trustee may in such Trustee's sole discretion determine, except that in the exercise of such discretion the Trustee shall act in accordance with sound accounting principals.

3.7 The Trustee shall, from time to time, render an accounting of the administration of the trust herein created to the persons then entitled to the income therefrom or to their legal or natural guardians.

3.8 The interpretation placed upon this instrument by the Trustee in good faith or upon advice of reputable counsel of the Trustee's own choosing, who may or may not be counsel for any person interested under this Trust Agreement, shall be binding upon all persons whomsoever.

#### 4. MISCELLANEOUS

4.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

4.2 In the event that any one or more provisions hereof should be held to be unenforceable, invalid, void, or of no effect, the validity, effect, or enforceability or any other provisions hereof shall not thereby be affected or impaired.

07/10/2002 14:58

NO.011 036

CECIL E. ALLF  
BALANCE SHEET  
FOR THE PERIOD ENDING MARCH 1, 1995

Assets

Securities - Smith Barney	\$ 137,004
Retirement Assets - Paine Weber	<u>1,119,058</u>
TOTAL ASSETS	<u>\$1,256,062</u>

Liabilities

Lloyd's Liabilities (Known Contingent)	\$ <u>406,500</u>
Total Liabilities	<u>406,500</u>
Net Worth	<u>849,562</u>
Total Liabilities & Net Worth	<u>\$1,256,062</u>

0001180.WP  
3/22/95