# D05000000000004

ı
(Requestor's Name)
(Address)
(Address)
(City/State/Zip/Phone #)
PICK-UP WAIT MAIL
(Business Entity Name)
(Business Entity Name)
(Document Number)
Certified Copies Certificates of Status
Special Instructions to Filing Officer:
Office Use Only



400045781974

02/07/05--01020--009 \*\*358.75



## TRANSMITTAL LETTER

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

SUBJECT: _	The Reardon Fo	undation	
Enclosed is an o	original and one (1) copy	of the Declaration of Trust and a c	heck for:
FEES:			
Declara	tion of Trust	\$350.00	
OPTIONAL;			
Certifie	d Copy	\$ 8.75	
FROM:	Russell G. W	ilde, CPA	
	Name (P	rinted or typed)	
	Ten Brook St	reet	
	Quincy, MA City,	02170	
	City,	State & Zip	
	617-471-5910		
	Daytime T	elephone number	

## AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY The Reardon Foundation TRUST 501(c)(3) 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 \_\_\_\_ The Reardon Foundation (Name of Trust) 501(c)(3) Trust hereby affirms in order to file or qualify (State) The Reardon Foundation \_, in the State of Florida. (Name of Trust) 1. Two or more persons are named in the Trust. 2. The principal address is \_\_\_6559 SE South Marina Way 34996-1902 Stuart, FL 3. The registered agent and street address in the State of Florida is: John J. Reardon 6559 SE South Marina Way, Stuart, FL 34996 4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity. (Signature of Registered Agent) 5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida. Chairman of the Board of Trustees Filing Fee: \$350.00 Certified Copy: \$ 8.75 (optional)

CR2E063(3/00)

#### AFFIDAVIT CERTIFYING DOCUMENT AS A TRUE, EXACT, COMPLETE AND UNALTERED COPY

STATE OF FLORIDA

COUNTY OF MARTIN

On this 27 to day of IANNAN, 2005, I attest that the attached document is a true, exact, complete, and unaltered photocopy made by me of The Reardon Foundation dated October 8, 2004, presented to me by the document's custodian, Steven J. Wood, Esquire of McCarthy, Summers, Bobko, Wood, Sawyer & Perry, P.A. and, to the best of my knowledge, that the photocopied document is neither a vital record nor a public record, certified copies of which are available from an official source other than a notary public.



Notary Public, State of Florida

Printed Name: SANONA L. MERCE

My Commission Expires: My Commission Number is:

#### THE REARDON FOUNDATION

THIS TRUST AGREEMENT, is made between and among JOHN J. REARDON of Martin County, Florida ("Grantor") and JOHN J. REARDON of Martin County, Florida, SALLY M. REARDON of Martin County, Florida, and JOHNA MARIE TOPPA of Newport, Rhode Island ("Trustee" or "Trustees").

#### WITNESSETH:

Grantor hereby transfers to the Trustee the property identified in the attached Schedule of Property. That property and all investments and reinvestments thereof and additions thereto shall be held by the Trustee upon the following terms:  $\Xi_{\infty}$ 

## ARTICLE I STATEMENT OF NAME, IRREVOCABILITY AND GOVERNING LAW OF TRUST

- 1.1 Name. This Trust shall, for convenience of reference, be known as the "THE REARDON FOUNDATION" and it shall be sufficient that it be referred to as such in any instrument of transfer?
- 1.2 <u>Irrevocability</u>. This Trust is irrevocable. Grantor irrevocably waives all rights, power and authority to amend or revoke this instrument or any Trust hereby evidenced.
- 1.3 <u>Governing Law</u>. This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida.

## ARTICLE II ADMINISTRATION OF FOUNDATION

- 2.1 <u>Foundation Management</u>. Commencing as of the date of this instrument and as long as the Trust principal of the Foundation shall exist, the Trustee shall administer the Foundation as follows:
  - (a) <u>Payment of Expenses</u>. The Trustee shall receive, hold, invest, manage, and control the Trust principal, shall collect the income therefrom, and shall pay all the expenses incidental to the maintenance and operation of the Foundation.
  - (b) <u>Charitable Distributions</u>. The Trustee shall make distributions of net income and principal of the Foundation, in the name of the Foundation, for one or more charitable purposes, including the making of distributions to one or more charitable organizations, at such times and in such amounts or proportions

T

as the Advisory Committee, established in Article III of this instrument, shall direct.

- (c) <u>Corporate Contributions</u>. Income or principal derived from contributions by corporations shall be distributed by the Trustee at the direction of the Advisory Committee for use solely within the United States or its possessions.
- 2.2 Termination of Foundation. The Foundation shall continue forever, unless it is terminated by the unanimous consent of the Advisory Committee, in the Advisory Committee's discretion. Upon termination of the Foundation, the Trustee shall distribute the remaining Trust assets to such one or more charitable organizations selected by the Advisory Committee, each of which is organized and operated exclusively for charitable purposes and which at the time of distribution shall qualify for exemption under Section 501(c)(3) of the Code, in such proportions among such organizations as the Advisory Committee, in the Advisory Committee's sole discretion, shall decide.
- 2.3 Assets Solely for Charitable Purposes. The net income and principal of the Foundation shall be devoted exclusively for charitable purposes and shall in no part and under no circumstances be given or contributed to or inure to the benefit of any private individual or corporation, and no part of the activities of the Foundation shall consist of carrying on propaganda or otherwise attempting to influence legislation, or of participating or intervening in any political campaign (including the publication or distribution of statements) on behalf of, or in opposition to, any candidate for political office. Notwithstanding any other provision of this instrument, the Foundation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Code, or by an organization, contributions to which are deductible under Section 170(c) of the Code and the regulations thereto as they now exist or as they may hereafter be amended.

## ARTICLE III ADVISORY COMMITTEE

Committee that shall initially consist of JOHN J. REARDON, SALLY M. REARDON, and JOHNA MARIE TOPPA. The first vacancy which occurs on the Advisory Committee shall be filled by JODY MARGARET ROGERS, and if JODY MARGARET ROGERS fails to serve, by JAMES WALTER REARDON. The second vacancy which occurs on the Advisory Committee shall be filled by JAMES WALTER REARDON, and if JAMES WALTER REARDON fails to serve, by a new member appointed by the remaining members of the Advisory Committee as provided in Subsection 3.2(a). The Advisory Committee shall at all times consist of a minimum of three (3) members; provided, however, that it cannot be expanded beyond three (3) members unless JODY MARGARET ROGERS and JAMES WALTER REARDON are afforded an opportunity to serve by either filling a vacancy as aforesaid or as additional members appointed by the Advisory Committee. Subject to the preceding

The Reardon Foundation

Initials <u>AL</u>

- provisions of this Section, if membership falls below three (3) members, or if the Advisory Committee desires to expand itself beyond three (3) members, new members shall be appointed as provided in Subsection 3.2(a).
  - 3.2 <u>Rules Governing Advisory Committee</u>. The following provisions shall apply, when the context admits, during any period in which the Advisory Committee is in existence:
    - (a) <u>New Members</u>. The members of the Advisory Committee, as from time to time in existence, by unanimous consent, may appoint any individual as an additional member to the Advisory Committee. Any such additional member shall have all the rights and powers given to the initial members of the Advisory Committee.
    - (b) <u>Majority Rule</u>. Except as otherwise specifically provided, any action or decision of the majority of the Advisory Committee shall be as effective as if taken or made by all of the Advisory Committee; however, any nonconcurring Advisory Committee member shall not be liable for any act or failure to act of the other Advisory Committee members or the Trustee.
    - (c) <u>Delegation by Member</u>. Any Advisory Committee member acting hereunder may from time to time waive for limited periods of time or delegate to any other member of the Advisory Committee any or all of his or her rights under this instrument, by written notice delivered to the Trustee and to the other members of the Advisory Committee acting hereunder, if any. In the case of any such delegation, the member to whom rights and powers are delegated may take any action or make any decision for the Advisory Committee member making that delegation within the scope of the delegated rights and powers, with the same effect as if the Advisory Committee member making that delegation had participated in that action or decision.
    - (d) <u>Resignation of Member</u>. Any member of the Advisory Committee may resign by giving written notice to the other members of the Advisory Committee and to the Trustee.
    - (e) <u>Termination of Committee</u>. The Advisory Committee may, at any time, terminate its existence by unanimous consent of its members, in which case the Trustee shall assume all powers of the Advisory Committee.
    - (f) <u>Fiduciary Capacity</u>. The rights and powers herein conferred on the Advisory Committee shall be exercisable only in a fiduciary capacity.
    - (g) <u>Compensation</u>. An Advisory Committee member who is not also serving as a Trustee is entitled to reasonable compensation for services rendered.

## ARTICLE IV PROVISIONS REGARDING THE TRUSTEE

- 4.1 <u>Designation of Trustee and Successors</u>. Grantor appoints JOHN J. REARDON, SALLY M. REARDON, and JOHNA MARIE TOPPA as Co-Trustees with respect to each Trust created by this instrument. If JOHN J. REARDON, SALLY M. REARDON, or both of them cease to be a Trustee, no successor shall be named. In the event JOHNA MARIE TOPPA shall cease to be a Trustee, she shall be succeeded by JODY MARGARET ROGERS to serve as a Co-Trustee or as the sole Trustee, as the fact may require. In the event JODY MARGARET ROGERS shall fail or cease to be a Trustee, she shall be succeeded by JAMES WALTER REARDON to serve as a Co-Trustee or as the sole Trustee, as the fact may require. In the event JAMES WALTER REARDON shall fail or cease to be a Trustee, he shall be succeeded by JASON JOSEPH REARDON to serve as a Co-Trustee or as the sole Trustee, as the fact may require.
- 4.2 Trustee Appointers. The Trustee Appointer at any time may appoint any one or more Qualified Appointees as additional or successor Trustees; provided, however, that no more than three Trustees shall act with respect to any Trust at one time. Any appointment of a successor Trustee hereunder shall be in writing, may be made to become effective at any time or upon any event, may be for a specified period or indefinitely, may be for limited or general purposes and responsibilities, and may be single, joint or successive, all as specified in the instrument of appointment. The Trustee Appointer may revoke any such appointment before it is accepted by the appointee, and may specify in the instrument of appointment whether it can be revoked by a subsequent Trustee Appointer. In the event that two or more instruments of appointment or revocation by the same Trustee Appointer exist and are inconsistent, the latest by date shall control. Trustee Appointer shall act only in a fiduciary capacity in the best interests of all Trust beneficiaries. For purposes of this paragraph:
  - (a) <u>Identity of Trustee Appointers</u>. The Trustee Appointer means the Advisory Committee, if then in existence, otherwise the court with jurisdiction over the administration of the Foundation.
  - (b) <u>Oualified Appointment</u>. A Qualified Appointee means any person, or any bank, Trust company, or charitable organization, within or outside the State of Florida; provided, however, that only one bank or Trust company shall act as a Trustee of any Trust at one time.
- 4.3 <u>Resignation of Trustee</u>. Any Trustee may resign at any time by giving prior written notice to the Trustee Appointer, and if a successor Trustee is not appointed within a reasonable time after the Trustee's resignation, the resigning Trustee may deposit the Trust property with the court having jurisdiction over the administration of the Trust.
- 4.4 <u>Two or More Trustees</u>. While two or more Trustees are acting, the following provisions shall apply where the context admits:

The Reardon Foundation

- (a) <u>Custody of Books and Records</u>. The corporate Trustee, if any, shall have custody of the Trust property and of the books and records of the Trustees.
- (b) <u>Property Matters</u>. The corporate Trustee, if any, alone may perform on behalf of the Trustees all acts necessary for the acquisition, sale and transfer of personal and real property, including the giving of directions and the signing and endorsing of checks and other negotiable instruments, stock and bond certificates and powers, deeds of real estate and related transfer documents, applications, tax forms and other forms or documents; and no person dealing with the Trustees need inquire into the propriety of any such act if such Trustee certifies in writing to that person that the Trustees have approved that act.
- (c) Approval of Trustee. A Trustee shall be presumed to have approved a proposed act or decision to refrain from acting if that Trustee fails to indicate approval or disapproval thereof within fifteen days after a written request for approval, and a Trustee shall not be required to continue to make a proposal which has been disapproved on at least two occasions if that Trustee has informed each disapproving co-Trustee that continued disapproval will be assumed until notice to the contrary has been received.
- (d) <u>Counterparts</u>. The Trustees may execute documents by jointly signing one document or separately signing concurrent counterpart documents.
- 4.5 <u>Majority Rule</u>. Unless specifically provided otherwise, at any time when more than one person is designated to act in the same fiduciary capacity, the action or decision of a majority in number shall control; and a person who does not vote or does not concur in any vote shall not be liable for any act or failure to act of the others.
- 4.6 <u>Successor to Trust Business</u>. If any corporate Trustee designated to act or at any time acting hereunder is merged with or transfers substantially all of its assets to another corporation, or is in any other manner reorganized or reincorporated, the resulting or transferee corporation shall become Trustee in place of its predecessor.
- 4.7 Renunciation of Fiduciary Powers. Any person designated to act in a fiduciary capacity may release or renounce any or all powers granted hereunder at any time by written instrument filed with the Trust records, and, if so specified, that release or renunciation shall bind all successors acting in that fiduciary capacity. Except as otherwise provided in the preceding sentence, the incumbent Trustee shall have all of the title, powers, and discretion granted to the original Trustee, without court order or act of transfer. No successor Trustee shall be personally liable for any act or failure to act of a predecessor Trustee.

- 4.8 <u>Trustee Compensation</u>. The Trustee is entitled to reasonable compensation for services rendered. In the case of a corporate Trustee, such Trustee shall be entitled to receive reasonable compensation for its services as Trustee in accordance with the schedule of fees which the corporate Trustee publishes and which shall be in effect from time to time.
- 4.9 Bond and Accountings. To the extent that such requirements can legally be waived, no Trustee hereunder shall ever be required to give bond or security as Trustee, or to qualify before, be appointed by or account to any court, or to obtain the order or approval of any court with respect to the exercise of any power or discretion granted in this instrument.

## ARTICLE V TAX COMPLIANCE PROVISIONS

- 5.1 Foundation Restrictions. Despite any other provision of this instrument, in the management, investment and distribution of the Foundation the Trustee shall not (a) engage in any act of self-dealing as defined in Code Section 4941(d), (b) retain any excess business holdings as defined in Code Section 4943(c) which would subject the Trust to tax under Code Section 4943, (c) make any investments which would subject the Trust to tax under Code Section 4944, or (d) make any taxable expenditures as defined in Code Section 4945(d), and to the extent required, the Trustee shall distribute the net income, and, to the extent net income is not sufficient, the principal of the Trust at such times and in such manner as not to subject the Trust to tax under Code Section 4942.
- 5.2 <u>Investment of Assets</u>. Nothing in this instrument shall be construed to restrict the Trustee from investing Foundation assets in a manner which could result in the annual realization of a reasonable amount of net income or gain from their sale or disposition.
- 5.3 <u>Charitable Intent</u>. It is Grantor's intention that the Foundation shall be exempt from federal and state income taxation and that a contribution to the Foundation be deductible for federal and state income, estate, inheritance, and gift tax purposes to the extent allowed by the Code and other applicable legislation and regulations, and any provision of this instrument which is inconsistent with this intention shall not be in effect.
- 5.4 <u>Limited Power of Amendment</u>. To the extent allowable by law, the Trustee may amend the terms of this instrument from time to time solely to enable the Trustee to carry out the purposes of the Foundation more effectively, whenever in the Trustee's opinion such an amendment is necessary or advisable; provided, however, that this paragraph shall not be construed as authorizing any amendment whereby any part of the Foundation's assets may be diverted from the charitable purposes set forth herein, or which may disqualify the Trust from the status and benefits described in Section 5.3 of this Article. Every

amendment shall be in writing and shall be signed by the Trustee and deposited with the Trust records.

5.5 Transform Trust to Corporation. The Trustee may at any time in the Trustee's discretion organize under the laws of the State of Florida, or any other state within the United States of America, a corporation not for profit to carry out the purposes of the Foundation. The Trustee shall have full discretion in regard to the organization of any such corporation and may act as director or officer thereof, and shall take such further action as shall be necessary to cause the corporation to qualify as an exempt charitable corporation under applicable federal and state laws. Upon qualification of the corporation as an exempt charitable corporation as herein provided, the Trustee shall transfer and deliver to the corporation all of the Foundation's assets, whereupon this Trust shall terminate. Such corporation, if organized, shall have the same powers and authority as those vested in the Trustee by the terms of this instrument, subject to the same limitations and restrictions herein contained.

#### ARTICLE VI FINANCIAL POWERS

- 6.1 <u>Trustee Powers</u>. Except as otherwise provided by Section 2.3 of Article II and by Article V of this instrument, the Trustee, in addition to all powers granted by law, shall have the following powers with respect to each Trust held under this instrument, exercisable in the discretion of the Trustee:
  - (a) Retain Property. To retain for any period, without liability for loss or depreciation in value, any property transferred to the Trustee, including partnership interests of any kind, even though the Trustee could not properly purchase the property as a Trust investment and though its retention might violate principles of investment diversification.
  - (b) <u>Sell and Convey</u>. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the Trust) any Trust property, real, personal or mixed, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair, or raze improvements on any real property of the Trust, and in general to deal otherwise with the Trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property.
  - (c) <u>Borrow</u>. To borrow money at interest rates then prevailing from any individual, bank, or other source, whether or not the lender is then acting as a Trustee, and to create security interests in the Trust property.

- <u>Invest</u>. To invest in interest bearing deposit accounts, bonds, common or preferred stocks, common Trust funds, shares of regulated investment companies, including regulated investment companies of which the corporate Trustee or its parent or affiliate acts as sponsor, manager, investment advisor, custodian, or in any other capacity, and to hold funds in non-interest bearing deposit accounts pending investment or disbursement thereof, in each case without being limited by any statute or rule of law governing Trust investments; and any such deposit accounts may be held at any bank, including the Trustee or any bank affiliated with the Trustee. The bonds shall be publicly traded, and the common or preferred stocks and similar securities shall be listed on a national exchange. The common Trust funds or shares of regulated investment companies shall consist primarily of bonds which are publicly traded, and common or preferred stocks and similar securities listed on a national exchange. This limitation on investments shall apply except to the extent it would disqualify the Trust from the status and benefits described in Section 5.3.
- (e) Stock Powers. To exercise in person or by general or limited proxy all voting and other rights, powers, and privileges and to take all steps to realize all benefits with respect to stocks or other securities; and to enter into or oppose, alone or with others, voting Trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any business entity.
- (f) <u>Use of Nominee Holder</u>. To cause any Trust property to be held, without disclosure of any fiduciary relationship, in the name of the Trustee, in the name of a nominee, or in unregistered form.
- (g) <u>Employment of Agents</u>. To pay all expenses incurred in the administration of the Trust, including reasonable compensation to any Trustee for actual services rendered, and to employ or appoint and pay reasonable compensation to accountants, depositaries, investment counsel, attorneys, attorneys-in-fact, and agents (in each case with or without discretionary powers).
- (h) <u>Deal With Fiduciaries</u>. To deal with the fiduciary or fiduciaries of any other Trust or estate, even though a Trustee is also a fiduciary of the other Trust or estate.
- (i) <u>Settle Claims</u>. To compromise or abandon any claim in favor of or against the Trust.
- (j) <u>Receive Property</u>. To receive any property, real or personal, to be added to the Trust by lifetime or testamentary transfer, or otherwise, if the Trustee consents in writing and provided that such property is reserved only for and within the purposes and objects of the Foundation.

- Environmental Issues. To use and expend Trust property to conduct environmental assessments, audits and site (a) monitoring; (b) take all appropriate remedial action to contain, clean-up or remove any environmental hazard including a spill, discharge or contamination; (c) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state or federal agency concerned with environmental compliance or a private litigant; (d) comply with any local, state or federal agency order or court order directing an assessment, abatement or clean-up of any environmental hazard; and (e) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions; and no Trustee shall be liable for any loss or depreciation in value sustained by the Trust as a result of the Trustee retaining any property on which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state, or local environmental law, unless the Trustee contributed to that loss or depreciation in value through willful default or misconduct or gross negligence.
- (1) <u>Management Powers</u>. To perform all other acts necessary for the proper management, investment, and distribution of the Trust property.
- 6.2 <u>Survival of Powers</u>. The powers granted in this Article may be exercised even after termination of the Trust hereunder until actual distribution of all Trust principal.
- 6.3 <u>Certificate of Trust</u>. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certificate of the Trustee that the Trustee is acting in compliance with this instrument shall fully protect all persons dealing with a Trustee.
- 6.4 Estate Taxes Not Payable From Trust. Grantor directs that, irrespective of any tax apportionment statute or similar rule of law of any jurisdiction otherwise applicable, under no circumstances shall any estate, inheritance or other death taxes imposed under the laws of any jurisdiction be paid or provided for out of or be recoverable from the Trust principal.
- 6.5 <u>Trustee Liability</u>. The Trustee shall not be personally liable to any beneficiary or other party interested in the Trust, or to any third parties, for any claim against the Trust for the diminution in value of Trust property resulting from matters involving hazardous substances, including any reporting of or response to (a) the contamination of Trust property by hazardous substances, or (b) violations of any environmental laws related to the Trust; provided that the Trustee shall not be excused from liability for its own negligence in administration of the Trust property or wrongful or willful acts.

## ARTICLE VII INTERPRETATIVE RULES

For all purposes of this instrument:

- 7.1 <u>Reference to Trustees</u>. The term "Trustee" and any pronoun referring to that term designate the Trustee or Trustees at any time acting hereunder, without regard to number.
- 7.2 <u>Code</u>. The term "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- 7.3 <u>Regulations</u>. The term "Regulations" means applicable income, estate, gift, and generation-skipping transfer tax regulations issued by the U.S. Treasury Department from time to time.
- 7.4 <u>Charitable Purposes</u>. The term "charitable purposes" shall be limited to and shall include only religious, charitable, scientific, literary, or educational purposes within the meaning of those terms as used in Section 501(c)(3) of the Code, but only such purposes as also constitute public charitable purposes under the law of Trusts of the State of Florida.
- 7.5 <u>Charitable Organization</u>. The term "charitable organization" means any organization that is organized exclusively for charitable purposes and is described in Section 501(c)(3) of the Code.
- 7.6 <u>Hazardous Substances</u>. The term "hazardous substance(s)" means any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s), rule(s) or regulation(s) relating to the protection of the environment or human health ("environmental law(s)").
- 7.7 <u>Headings for Reference</u>. The headings or titles preceding the text of the articles and sections of this instrument are inserted solely for convenience of reference and shall not affect the meaning or construction of this instrument.

END OF TEXT

The Reardon Foundation

Initials M

IN WITNESS WHEREOF, I have here THE REARDON FOUNDATION, consisting including this page plus four (4) su of 2004.	
	John Marden
	JOHN J. REAMDON, GRANTOR
THE REARDON FOUNDATION, in the present Grantor's presence and in the presence request, have set and subscribed our	ce of each other, at the Grantor's
year last above-mentioned.	Pawticket RI
100	
Impleted residing at	NORTON, MA-

STATE OF MG	v = -			
I, JOHN J. REARDON, declar acknowledgment of this instrument, a that I signed this instrument as my	and to the sul	bscribing		æ, my
	JOHN J. REAR	DON, GRAN	ron TOR	
We, have been sworn by the officer sign officer on our oaths that the Grantor Grantor's Irrevocable Trust and sign each signed the instrument as a witner and of each other.	ning below, a declared the ed it in our p	instrumen presence a	re to th t to be t ind that	he we
	MATNESS WITNESS	Pelt .	2	
Acknowledged and subscribe  J. REARDON, and sworn to and subscri  and Turnibut  by me in the presence of the Grantor a  on this Stady of	bed before me Pulling and the subscr	by the w	itnesses subscribe	, ed
(Notary Seal)	Notary Public Printed Name My Commission My Commission	: <u>Michille</u> n Expires:	vasole 8/8/0	
JOHN J. REARDON is [V] personal identification. Type of identification.  Type of identification. Type of identification. Type of identification.	lon produced:			<b></b> -
Timuth Pelletini, a witness or [ ] produced identification. Type	, is [V] per pe of identif	sonally ki ication p	nown to m	ne

## ACCEPTANCE BY TRUSTEE

The undersigned accepts the Trust imposed by the foregoing TREARDON FOUNDATION and agrees to serve as Trustee upon the terms a conditions set forth in the Trust Agreement.	
of, 2004.	lay
Signed, sealed and delivered in the presence of:  Witness Duling John J. REARDON, CO-TRUSTEE Printed Name: Tellings	
Witness Printed Name: Timothy E. Pellefier	
STATE OF COUNTY OF COUNTY OF	
Subscribed, sworn to and acknowledged before me by JOHN REARDON, as Co-Trustee of THE REARDON FOUNDATION, who personal appeared before me on this & day of Color , 2004.	
(Notary Seal)  (Notary Public Crayling  (Notary Seal)  (Notary Seal)  (Notary Seal)  (Notary Seal)  (Notary Seal)  (Notary Public Crayling  (Notary Seal)  (Notary Seal)	<u> </u>
JOHN J. REARDON is $[V]$ personally known to me or $[\ ]$ produced identification. Type of identification produced:	⊸· ed

The Reardon Foundation

Initials 7

#### ACCEPTANCE BY TRUSTEE

The undersigned accepts the Transport REARDON FOUNDATION and agrees to se conditions set forth in the Trust Agreement of the Trust Agreem	
of, 2004.	my hand and seal on this 5t day
Signed, sealed and delivered in the presence of:	<del></del> · ·
Withest Name: Veffrey Dillings	SALLY M. REARDON, CO-TRUSTEE
Witness Printed Name: Imothy Elelletic	
STATE OF Ma COUNTY OF Buotel	
Subscribed, sworn to and ackr REARDON as Co-Trustee of THE REAL appeared before me on this	nowledged before me by SALLY M. RDON FOUNDATION, who personally day of <u>(ict obla</u> , 2004.
(Notary Seal)	Notary Public-State of ha Printed Name: highly brand My Commission Expires: Y had My Commission Number is:
SALLY M. REARDON is [ / person identification. Type of identificat	ally known to me or [ ] produced ion produced:

The Reardon Foundation

#### ACCEPTANCE BY TRUSTEE

REARDON FOUNDATION and agrees to seconditions set forth in the Trust Ag	greement.					
of, 2004.	my hand and seal on this $SU$ day					
Signed, sealed and delivered in the presence of:	Jahra V. Tropa					
Witness Printed Name: Teffrey Salings	JOHNA MARIE TOPPA, CO-TRUSTEE					
Witness Printed Name: Timothy Elelleher						
STATE OF Budel						
Subscribed, sworn to and ackno TOPPA as a Co-Trustee of THE REA appeared before me on this $\frac{1}{2}$	wledged before me by JOHNA MARIE RDON FOUNDATION, who personally ay of					
(Notary Seal)	Notary Public-State of Ma Printed Name: Nichlic Trandic My Commission Expires: 81808 My Commission Number is:					
JOHNA MARIE TOPPA is $[V]$ person identification. Type of identificat	nally known to me or [ ] produced ion produced:					
This document was prepared by: Steven J. Wood, Esquire McCARTHY, SUMMERS, BOBKO, WOOD, SAWYER & PERRY, P.A. 2400 S.E. Federal Highway, Four						
Stuart, Florida 34994 Telephone (772) 286-1700						
The Reardon Foundation						

## SCHEDULE OF PROPERTY

Additions to the Trust on Adoption

	The	rorrowru	.g 1.s	а	list	OI	assets	deposited	with	the	Trustee
under	THE	REARDON	FOUNI	IAC	: NOI:			-			

The Reardon Foundation

Page 16 Initials \_\_\_\_\_