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TALLAHASSEE, FLORIDA

BR 12/7/05



**FOLEY & LARDNER LLP  
ATTORNEYS AT LAW**

ONE INDEPENDENT DRIVE, SUITE 1300  
JACKSONVILLE, FL 32202-5017  
P. O. BOX 240  
JACKSONVILLE, FL 32201-0240  
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December 2, 2005

**VIA FEDEX**

vhodge@foley.com EMAIL

CLIENT/MATTER NUMBER  
035527-0101

Florida Department of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

Re: The Regency Group, Inc. 2005 Trust

Dear Examiner:

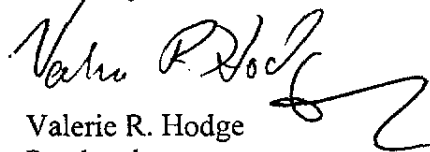
Enclosed for filing is an Affidavit to the Florida Secretary of State to File or Qualify The Regency Group, Inc. 2005 Trust, a Florida Common-Law Trust and a check in the amount of \$358.75 to cover the cost of the filing and one certified copy of the filing.

Please return the certified copy to me using the FedEx envelope provided for that purpose.

If you have any questions, please contact me at (904) 359-2000.

Thank you for your assistance.

Sincerely,



Valerie R. Hodge  
Paralegal

VRH/klb  
Enclosures

cc: Robert S. Bernstein, Esq.

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

**FILED**

The Regency Group, Inc. 2005 Trust

05 DEC -5 PM 3:48

**A** FLORIDA COMMON LAW **TRUST**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In accordance with Section 609.02 of the Florida Statutes, pertaining to  
Common Law Declarations of Trust, the undersigned, the sole  
Board of Trustee of The Regency Group, Inc. 2005 Trust, a  
Florida (Name of Trust)  
Trust hereby affirms in order to file or qualify  
(State)  
The Regency Group, Inc. 2005 Trust, in the State of Florida.  
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 121 West Forsyth Street, Suite 810  
Jacksonville, Florida 32202
3. The registered agent and street address in the State of Florida is:  
F&L Corp.; One Independent Drive, Suite 1300, Jacksonville, Florida 32202

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.

F&L Corp.

By: Charles V. Hedrick

Authorized Signatory (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.

George S. Brooks  
Name:

NOTARY

Chairman of the Board of Trustees

Filing Fee: \$350.00

Certified Copy: \$ 8.75 (optional)

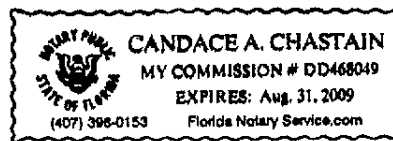
CR2E063(3/00)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was sworn to or subscribed before me this 2<sup>nd</sup> day of December, 2005 by George S. Brookshire, Trustee of The Regency Group, Inc. 2005 Trust, on behalf of said trust, who is personally known to me or who produced a \_\_\_\_\_ driver's license as identification.

Candace A. Chastain  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_



FILED

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CLERK OF STATE  
TALLAHASSEE, FLORIDA

**AGREEMENT**

**Between**

**THE REGENCY GROUP, INC.,**

**Donor,**

**and**

**GEORGE S. BROOKSHIRE,**

**Trustee**

**THE REGENCY GROUP, INC. 2005 TRUST**

Executed December 1, 2005

**FOLEY & LARDNER LLP**  
**Jacksonville, Florida**

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THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2005, by and between THE REGENCY GROUP, INC., a Florida corporation (hereinafter referred to as the "Donor"), as Donor, and GEORGE S. BROOKSHIRE (hereinafter together with any acting successor and additional trustees referred to as the "trustee"), as trustee, which Trust and Agreement shall be effective upon execution by the Donor and the trustee and which Trust is hereby designated and may be referred to as the "THE REGENCY GROUP, INC. 2005 TRUST";

WITNESSETH:

That the Donor, in consideration of the agreements and undertakings hereinafter made by the trustees and other valuable consideration, does hereby irrevocably assign, transfer and set over unto the trustee and any successors the property listed in Schedule A attached hereto, and the trustee is hereby authorized to and agrees that the trustee will receive and hold such property and, except as otherwise provided herein, such additional property as may be transferred, assigned or bequeathed to the trustee by any person or organization, to become a part of any trust fund or funds created hereunder, and all investments and reinvestments thereof and income therefrom for the following uses and trusts:

**ARTICLE I**

**Dispositive Provisions**

This trust has been created by the Donor for the primary benefit of the Donor and the Donor's shareholders, and the trust fund shall be held by the trustee for the following uses and purposes:

(A) Until the dissolution and liquidation of the Donor, the trust shall be held by the trustee as a single trust and trust fund, which trust shall be designated THE REGENCY GROUP, INC. 2005 TRUST (and shall be hereinafter referred to as the "TRG Trust"), and the trustee may from time to time, in said trustee's absolute discretion, pay or distribute such part or all of the net income of the TRG Trust as may be deemed appropriate to any one or more then living or existing of the group consisting of the Donor and the Donor's shareholders (the "Eligible Group"), in such amounts and proportions as the trustee shall determine.

(B) Net income not paid or distributed from any trust created under this article may be added to any subsequent income payment from such trust. Until distributed, accumulated income shall be regarded for all purposes under this instrument as principal of the respective trusts created by this article.

(C) The trustee may from time to time, in said trustee's absolute discretion, pay or distribute to the Donor such part of the principal of the trust as the trustee may deem appropriate.

(D) Notwithstanding anything contained herein to the contrary, unless the Donor shall provide a notice (hereinafter a "Continuation Notice") to the trustee within fifteen (15) days prior to a Payment Date of the Donor's desire to defer distribution in the manner set forth in the succeeding two sentences, the entire principal of the TRG Trust, together with any part or all of the accrued and undistributed income of the TRG Trust, shall be paid over and distributed to the Donor on a date thirty (30) days after the date of the last contribution to the Trust, but in no event earlier than January 2 of the calendar year following the calendar year during which the last contribution to the Trust was made (the "Payment Date"). The Donor may



elect by delivering to the trustee a Continuation Notice to not receive distribution and payment of part or all of the principal and accrued and undistributed income of the TRG Trust on the Payment Date. Payment of any amounts to which a Continuation Notice applies shall be deferred for one calendar year from the applicable Payment Date and shall remain subject to all terms and conditions of this trust agreement, except that the Payment Date for these amounts shall be extended for one year from the date of the Payment Date to which the Continuation Notice applied. This trust shall continue year to year indefinitely unless terminated by the trustees.

(E) All interests, both in income and in principal, in all trusts created by this article and this Agreement are intended for the personal protection and welfare of the beneficiaries thereof; no such interest shall be transferable, voluntarily or involuntarily, by the beneficiary thereof nor subject to the claims of creditors or of a spouse or former spouse of such beneficiary. In the event that the trustee shall have notice or believe that the rights or interests of any beneficiary in or to any part of the income or principal of any trust created by this article have been or may be diverted from the purpose of providing for the personal protection and welfare of such beneficiary, whether by voluntary act or legal process, the trustee shall not pay such income or principal to such beneficiary, but may utilize so much thereof as the trustee, in such trustee's sole discretion, deems appropriate for the care, support, maintenance, education or other necessities of such beneficiary, such utilization, if any, to be made as the trustee deems appropriate under the circumstances. It is intended that this Paragraph (E) shall be a restriction on the transfer of any beneficiary's beneficial interest in any and all trusts created by this article and this Agreement that is enforceable under applicable nonbankruptcy law within the meaning

of Section 541(c)(2) of the Bankruptcy Code (11 U.S.C. §541(c)(2)) or any successor provision thereto.

(F) Any person may irrevocably disclaim and renounce any part or all of any gift made to such person by this article. All such disclaimers and renunciations shall be effected within the time and in the manner required by applicable law. If any person disclaims and renounces as aforesaid all interest in all or any part of any gift made to such person by this article, such disclaimed interest shall be disposed of as if such person were not surviving on the date to which such disclaimer relates under applicable law.

(G) If, in the absence of this provision, any trust created under this article would at any time fail in whole or in part because of violation of any applicable rule against perpetuities, accumulation of profits, restraints on alienation, or remoteness of vesting, then such trust fund shall terminate as of the date preceding the termination of the permissible period prescribed by such rule.

## **ARTICLE II**

### **Additions**

The Donor or any other person or organization may at any time give, transfer or bequeath to this trust or to any separate trust fund created hereunder, either by inter vivos transfer or testamentary disposition, additional money or property of any kind acceptable to the trustee. The trustee may, in said trustee's absolute discretion, refuse to accept any such additions; provided, however, that such authority shall not be exercisable in any manner which would deprive the Donor, the Donor's estate or any trust created hereunder of an otherwise available tax exemption, deduction or credit. In the event that the trustee does accept such

additional property, such addition shall become a part of the principal of the trust or trust fund to which it is given and shall be divided, allocated, administered and distributed as if it originally had been a part thereof.

### **ARTICLE III**

#### **Trust is Irrevocable**

It is the intention of the Donor that this instrument shall constitute an irrevocable gift in trust of all property at any time held hereunder, and any right, title or reversionary interest therein, of any kind or description, which the Donor now has or may subsequently acquire, either by operation of law or otherwise, except as provided herein, is hereby renounced and relinquished forever. Any future gift of property to this trust, whether by the Donor or any other person, shall likewise be irrevocable, and any right, title or reversionary interest therein, of any kind and description, which the donor thereof may have or subsequently acquire, by operation of law or otherwise, except as provided herein, shall, by the making of such gift to this trust, be renounced and relinquished forever.

### **ARTICLE IV**

#### **Distributions on Behalf of Beneficiaries**

(A) If a beneficiary is a minor, incompetent or for any other reason incapable of receiving any payment or distribution under any provision of this instrument, the trustee may, but need not, from time to time, exercise any one or more of the following powers:

(1) Transfer property to the name of such beneficiary (as by depositing cash or registering securities in his name), whether or not such beneficiary is then able to exercise control over such property.

(2) Transfer property to any custodian under the Uniform Transfers to Minors Act or similar statutes, or any guardian of the person or of the property of such beneficiary, or any other person with whom such beneficiary is making his home, without bond.

(3) Transfer property to the trustees of any trust empowered to receive and hold such property and to distribute such property and any income from it to such beneficiary as soon as he is capable of receiving it without substantial risk of involuntary diversion, if such transfer will not fail because of violation of any rule against perpetuities, accumulation of profits, restraint on alienation, duration of trusts or remoteness of vesting.

(4) Transfer property to any creditor of such beneficiary in discharge of any debts of such beneficiary.

(5) Use such payment or distribution to obtain goods or services for such beneficiary if any obligation of any other person is not thereby discharged.

(B) No such payment or distribution shall be made which would have the effect of satisfying any legal obligation of anyone other than such beneficiary.

(C) The receipt of any person to whom property is transferred pursuant to this article or other evidence of application made hereunder for the benefit of any beneficiary shall fully discharge the trustee from any further liability in connection with such payment or distribution.

(D) The determinations of the trustee with respect to all matters referred to in this article shall be final.

## ARTICLE V

### Division and Apportionment

In making any division or apportionment of any trust created by this trust agreement for any purpose of whatsoever nature, the trustee shall not be required to convert any property into money, or to divide or apportion each or any item of property, but the trustee may

allot all or any part of any item of property to any fund or to any beneficiary provided for by this trust agreement, or the trustee may convert any property into any other form, it being the intent and purpose of the Donor to leave all such divisions and apportionments entirely to the discretion of the trustee with the direction merely that the trustee shall constitute each portion so that the same, in the judgment of the trustee, shall have the value, relative or absolute, designated by this trust agreement; provided further that the satisfaction of any gift in a specified amount may be made wholly or partly in kind by distributing specific securities or other property at values current on the date or dates of such distribution.

## **ARTICLE VI**

### **Administrative Powers**

Subject to the provisions and limitations expressly set forth in this trust agreement, the trustee shall have the powers hereinbelow granted, in addition to all powers which are granted by applicable law. While it is the Donor's intention that the trustee have broad and effective powers to carry out the provisions of this trust agreement, no power conferred upon any trustee by this article shall be exercised in such a manner as, in the aggregate, to deprive the Donor, the Donor's estate or any trust created by this trust agreement of an otherwise available tax exemption, deduction or credit. The powers hereinbelow granted shall not be exhausted by any use thereof, but each shall be continuing; and each shall continue and be exercisable until all provisions of this trust agreement are fully executed. Any of the powers hereinbelow granted may be exercised without the license or authorization of any court or other legal authority. The determination of the trustee with respect to whether to exercise or not to exercise any power shall be final. Such powers are the powers:

(1) To change the situs of the trust and of any property which is part of the trust to any place in the United States of America or any other country.

(2) Not to file an inventory of the property which is part of the trust nor annual accounts of administration with and not to have any of such property examined by any court where such filing or examination is not required by applicable law.

(3) To retain for any period of time any property which may be received or acquired, even though its retention by reason of its character or otherwise would not be appropriate apart from this provision.

(4) To collect, receive and receipt for rents, profits or other income from any property which may be held.

(5) To expend money or other property in order to collect, sell, manage, conserve or administer any property which may be held, or in order to improve, repair, equip, develop, furnish, maintain, alter, extend or add to any such property.

(6) To sell at public or private sale (including, specifically, the power to initiate or participate in any public offering or underwriting), partition, exchange for like or unlike property, lease for any period of time even though it may be longer than the duration of the trust, modify, renew or extend any lease, grant options upon, release, demolish, abandon, dedicate and otherwise dispose of any property which may be held, upon such terms and conditions, including credit, and for such consideration, even though it may be less than the value at which such property was received or acquired, or for such other benefit, even though it may be intangible, as may be deemed appropriate.

(7) To transfer title to, grant rights in and convey in fee simple or otherwise any property which may be held, free of all trust.

(8) To invest and reinvest in any and all kinds of securities, domestic or foreign, including common and preferred stocks, bonds, debentures, notes, commodity contracts, mortgages and options on property; in money market funds, commercial paper, repurchase agreements, United States Treasury obligations, certificates of deposit, savings accounts, checking accounts and any other cash investment medium; in investment trusts and in common trust funds; in any real property; in any personal or mixed property; in any business, mining or farming operation or other venture; or in any other interest or investment medium, even though such investment would not be of a character authorized by applicable law but for this provision.

(9) Not to diversify the property which may be held, whether such property was originally received or subsequently acquired by exchange, investment or otherwise.

(10) To retain cash for reasonable periods of time in amounts sufficient to meet anticipated needs, including payments of expenses and to beneficiaries.

(11) With respect to regular compensation of the trustee and ordinary expenses incurred in connection with the administration, management or preservation of the trust, to allocate such compensation and expenses between income and principal in the discretion of the trustee, and with respect to property subject to depreciation or depletion, to withhold an amount from trust income in the discretion of the trustee to provide for a reasonable allowance for depreciation or depletion on such property under generally accepted accounting principles.

(12) To do all things necessary, customary or desirable to conduct the affairs of an unincorporated business, mining or farming operation, real estate operation or other venture.

(13) To do all things necessary, customary or desirable to conduct the affairs of any corporation; to act as officer, director, attorney or employee of any corporation; and to place stock in the name of an individual trustee or any beneficiary of the trust in order to qualify such person as a director of such corporation.

(14) Alone or with others, to organize, reorganize, merge, consolidate, recapitalize, dissolve, liquidate or otherwise create or change the form of any corporation, partnership, joint venture or other entity.

(15) To exercise all voting, sale, purchase, exchange or other rights or options with respect to any security or other property which may be held.

(16) To refuse, reject or not to exercise any offer to purchase, option to purchase, voting or other right or option with respect to any security or other property which may be held.

(17) To participate in any plan or proceeding for protecting or enforcing any right, obligation or interest arising from any property which may be held; to serve as a member of a securities-holder protective committee; and to deposit securities in accordance with any plan agreed upon.

(18) To expend money or other property, whether by bidding in at foreclosure, by making a contribution to capital, by paying an assessment or otherwise, in order to protect any property which may be held.

(19) To pay, contest, compromise, abandon, release, adjust, submit to arbitration, sue on, defend and otherwise deal with and settle any claim in favor of or against the trust or the trustees.

(20) To receive, acquire and retain policies of fire, motor vehicle, business-interruption, title, liability, fidelity, indemnity or other casualty insurance, either in stock or in mutual companies, in any amount, against any risk in which the trust has an insurable interest; and to acquire and retain policies of liability insurance, surety bonds or

similar security, in any amount, to protect the trustees in their individual and fiduciary capacities from any liability or claim of whatsoever nature, including all costs and expenses relating to any such liability or claim, and to pay out of principal or income, in the sole discretion of the trustee, the cost of such insurance, surety bond or other security.

(21) To borrow money or other property for such periods of time, upon such terms and conditions, and for such purposes as may be deemed appropriate; to mortgage, pledge or otherwise encumber any property which may be held as security for any such loan; and to renew, extend or refund any existing loan either as maker or endorser.

(22) With respect to any obligation held, whether secured or unsecured, to reduce the interest rate thereon, to continue it upon and after maturity with or without renewal or extension and without regard to the then value of any security, to foreclose upon the security thereof or to acquire such security without foreclosure.

(23) To keep books of account and to make reports thereof upon such reasonable basis and with such detail as may be deemed appropriate.

(24) To execute any instrument, under seal or otherwise.

(25) To bind absolutely, by any action taken or not taken, all beneficiaries, born or unborn, ascertained or unascertained, of the trust as against any other party; and no party dealing with the trustees shall have any duty to follow any property transferred by such party to the trustees.

(26) To sell any property to, to exchange any property with, to purchase any property from or otherwise to deal with any beneficiary of the trust or with any trust or estate of which either the Donor, the Donor's spouse or any ancestor or issue of the Donor is or was a donor or beneficiary, whether created by this trust agreement or not, even though some or all of the trustees are also fiduciaries of such other trust or estate; and when dealing with any fiduciaries, the trustees shall have no duty to follow any property transferred by them.

(27) To act notwithstanding the self-interest of any of the trustees, including the powers to lease, mortgage or sell any property to or lease or purchase any property from any trustee, to determine the amount of and to receive their compensation for services as trustees or in any other capacity, except that if a corporate fiduciary has a regularly published schedule of fees, then the compensation of the corporate fiduciary shall be in accordance with such schedule then in effect; in the case of a corporate trustee, to borrow from, deposit money or otherwise deal with its own banking department, to invest in its own stock or stock of any of its affiliates, or to invest in its own common trust fund, and to be interested in any investment, corporation, unincorporated business, farming or mining operation, real estate operation or other venture in which the trust is interested.



(28) To obtain the advice of accountants, attorneys at law, brokers, investment counsel, realtors, appraisers and other experts, and to compensate such experts by salary, commission, fee or otherwise, and to act pursuant to the advice of such experts without independent investigation.

(29) To delegate to one or more trustees or investment advisors, including, but not limited to, agents or nominees, wherever such agent or nominee may be located whether within or without the state of the Donor's domicile: the authority to execute contracts, checks, documents of title and other instruments, to keep books of account, to prepare reports and tax returns, to hold possession and record ownership of securities, bank accounts and other property or to perform any other ministerial function; the authority to perform the following discretionary functions: the management of any investment, unincorporated business, farming or mining operation, real estate operation or other venture (whether by employing agents, giving proxies, entering into investment management agreements or voting trusts or otherwise and whether or not such agency agreements, proxies, investment management agreements, voting trust agreements or other arrangements may extend beyond the term of the trusts herein provided) and the selection of the time to acquire or to dispose of any property which may be held; any power, including this power, possessed by the trustee which is necessary, customary or desirable so that the delegate may perform any function delegated pursuant to this paragraph; and to compensate such agents by salary, commission, fee or otherwise; provided, however, that any power specifically reserved by the terms of this trust agreement to the trustee may be delegated or redelegated only to another such trustee.

(30) To enter into binding agreements not to exercise any power which may be possessed upon such terms and conditions and for such reasons as may be deemed appropriate.

(31) To enter into any pooling or unitization agreement.

(32) To advance money on behalf of the trust, for which advances, with any interest, the trustees shall have a lien on the assets of the trust as against any beneficiary.

(33) To permit any beneficiary to have the use, possession and enjoyment of any property then distributable pending actual distribution thereof.

(34) To inspect, review and monitor any property which may be held for compliance with applicable law; to expend money or other property in order to prevent, abate or clean up any environmental hazard or other contamination with respect to any such property; and to disclaim any power which might cause the trustees to be treated as owners or operators of property under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, including any amendments or successor laws thereto, or otherwise cause the trustees to incur liability under such Act or similar federal, state or local laws.

(35) To retain for any period of time cash or other unproductive property.

(36) To receive, acquire and retain policies and proceeds of policies of life insurance and of immediate and deferred annuities, either in stock or in mutual companies, in any amount, on the life of any beneficiary of any trust created by this trust agreement, or on the life of any person in whom such beneficiary, or any trust created by this trust agreement, has an insurable interest; to pay the premiums thereon out of either the income or principal or both of any trust created by this trust agreement which is the beneficiary of such policy or out of which the beneficiary of such policy is eligible to receive income; and to exercise all rights, privileges and options available under such policy.

(37) To loan money or other property, with or without formal evidence of indebtedness, with or without collateral security, for such periods of time and upon such terms and conditions as may be deemed appropriate to any beneficiary of any trust created by this trust agreement, to any business controlled by any such beneficiary, or to any estate or trust of which any such beneficiary is a beneficiary, out of any trust created by this trust agreement from which such beneficiary is eligible to receive income; to make any such loan a lien upon any property payable or distributable to such beneficiary; and to guarantee any loans of any such beneficiary, business, estate or trust.

(38) To receive, acquire and retain any of the property of several trusts created by this trust agreement undivided until division shall become necessary in order to make any payment or distribution, to hold, manage, invest, reinvest and account for the several shares or parts of shares by appropriate entries in books of account, and to allocate to each such share or partial share its proportionate part of all receipts and expenses.

## **ARTICLE VII**

### **Prohibited Powers**

Notwithstanding any powers conferred upon the trustee elsewhere in this trust agreement, no trustee or successor trustee hereunder or any other person shall have at any time, or in any manner or capacity, either directly or indirectly, the power to do any of the following in respect of any trust or trust fund created hereunder:

(1) To enable any person to purchase, exchange or otherwise deal with or dispose of any part or all of the principal or income of any trust or trust fund for less than adequate and full consideration in money or money's worth.

(2) To exercise any power of administration over any trust created hereunder other than in a fiduciary capacity for the benefit of the beneficiaries hereunder.

## **ARTICLE VIII**

### **Application of Florida Law**

This agreement and trust are specifically created as a Florida agreement and trust, and the construction, validity and effect of this agreement and the rights and duties of the beneficiaries and the trustees hereof shall at all times be governed exclusively by the laws of the State of Florida. It is specifically acknowledged and provided that in the event of a change in Florida law which could cause the trust or the Donor to be subject to intangible tax upon the assets of the trust, the trustee shall have the discretion, but shall not be obligated, to make such reasonable amendments to the terms of the trust as shall be prudent, advisable and/or necessary to avoid such taxation; provided that such amendments shall not change, alter, add to or delete any of the beneficiaries of this trust.

## **ARTICLE IX**

### **Authorization with Respect to Interests in Closely Held Entities**

It is possible that there may be one or more closely held interests in incorporated or unincorporated form among the assets of the trusts created hereunder. In elaboration of the powers conferred under Article VI and in particular Paragraph (9) of such article, but not as a limitation upon such powers, it is the Donor's express desire and direction that the trustee shall be entitled to determine, in the trustee's sole, absolute and unqualified discretion, and without review, restriction or redetermination by any court or other authority, whether any investment in such shares of any such company or any successor corporation thereto, or any other closely held

business interest, or any corporation with which said corporation or other business interest shall be merged, whether such shares or interests are listed on a recognized stock exchange or are not so listed, shall continue to be held or shall be sold or otherwise disposed of, and also whether to buy or invest in additional shares or interests of any such business, such power to make such determinations to dispose of, invest in or retain any such assets without diversification thereof to be exercised by the trustee without liability for any loss whatever, whether resulting from any such lack of diversification or any other cause and notwithstanding any other requirements of any statute, court decision or rule of law.

## **ARTICLE X**

### **Qualified Subchapter S Trusts; Electing Small Business Trusts**

(A) To the extent that any trust created under this instrument (for purposes of this article an "Original Trust") ceases to be or is not a grantor trust under Subpart E of Subchapter J of Chapter 1 of Subtitle A of the Internal Revenue Code and owns or becomes the owner (or would but for this provision become the owner) of shares of stock of any then electing "S corporation" pursuant to Section 1361, et seq., of the Internal Revenue Code or to the extent that any such Original Trust owns or becomes the owner of shares of stock of any "small business corporation" as defined in Section 1361(b) of the Internal Revenue Code with respect to which the trustee desires to continue, make or allow to be made an S corporation election, the trustee of such trust shall have the power at any time, in such trustee's sole and absolute discretion, the exercise of which shall not be subject to review by any person or court, to either (a) cause the Original Trust to make an election to become an Electing Small Business Trust under Section 1361(e) of the Internal Revenue Code or (b) to terminate said Original Trust as to

such shares of stock and to allocate, pay and distribute (or cause to be allocated, paid and distributed directly from any transferor) some or all of such shares of stock to one or more separate and distinct Qualified Subchapter S Trusts, which trusts and trust funds shall be designated with the names of the beneficiaries with whose names the Original Trust are designated (each such person being for purposes of this article the "Beneficiary" of such trust) and shall be held pursuant to the same terms and conditions as the Original Trust, except that, notwithstanding any other provision in this trust agreement applicable to the Original Trust:

(1) During the lifetime of the Beneficiary of each Qualified Subchapter S Trust, all of the net income of the Qualified Subchapter S Trust shall be paid annually or at more frequent intervals to such Beneficiary. The income interest of the Beneficiary in the Qualified Subchapter S Trust shall terminate upon the earlier of such Beneficiary's death or the termination of such Trust. Any and all income accrued but not paid to the Beneficiary prior to the death of the Beneficiary shall be paid to the estate of the Beneficiary.

a. During the lifetime of the Beneficiary, any principal of the Qualified Subchapter S Trust may be distributed only to such Beneficiary.

b. In the event that the Qualified Subchapter S Trust is terminated during the lifetime of the Beneficiary, the entire remaining principal and all accrued, accumulated and undistributed income shall be paid and distributed to the Beneficiary.

c. Each Qualified Subchapter S Trust is intended to be a Qualified Subchapter S Trust, as defined in Section 1361(d) of the Internal Revenue Code. Accordingly, no trustee of any Qualified Subchapter S Trust created pursuant to this article shall have any power, the possession of which would cause any such trust to fail to be a Qualified Subchapter S Trust; no power shall be exercisable in such a manner as to cause any such trust to fail to be a Qualified Subchapter S Trust; and any ambiguity in this trust agreement shall be resolved in such a manner that each such trust shall be a Qualified Subchapter S Trust.

d. Any power provided in Article VI of this trust agreement or any provision contained in paragraph (E) of Article I of this trust agreement may be exercised with respect to any Qualified Subchapter S Trust created pursuant to this article if and only if, or to the extent that, the exercise of any such power shall not violate the provisions of this article and shall not impair or disqualify the Qualified Subchapter S Trust status of such trust.

(B) In granting to the trustee the discretion to create one or more Qualified Subchapter S Trusts as herein provided, the Donor recognizes that the interests of present or future beneficiaries may be increased or diminished upon the exercise of such discretion. In the event that any separate trusts are created under this Article X, such trusts cease to own shares of stock of any then electing "S corporation" and the Donor shall then not have been dissolved and liquidated ("Termination Date"), then such trust shall recombine into one Original Trust and become subject to the terms and conditions of this Agreement. In the event the Donor shall have been dissolved and liquidated prior to the Termination Date, any separate trust created hereunder shall terminate and the principal of the trust and all accrued and undistributed income shall be paid and distributed to the Beneficiary with whose name such separate trust is designated. In the event that any Beneficiary other than the Donor for whom a separate trust has been created hereunder shall die prior to the Termination Date, the principal of the trust and all accrued and undistributed income shall be added to the separate trust created for the Donor under this Article X.

(C) The powers under Paragraphs (A) and (B) of this Article X shall not be exercisable by the trustee to the extent that the exercise of these powers would reasonably be expected to result in the Donor being subject to intangible personal property taxes (under Chapter 199 of the Florida statutes or any successor provisions) upon part or all of the principal or corpus of any trust created hereunder.

## **ARTICLE XI**

### **Counterparts**

This agreement may be executed in any number of counterparts, any one of which shall constitute the agreement between the parties.

## **ARTICLE XII**

### **Definitions**

(A) Unless the context requires otherwise, all words used in this instrument in the singular number shall extend to and include the plural, all words used in the plural number shall extend to and include the singular, and all words used in any gender shall extend to and include all genders.

(B) As used in this instrument, the term "children" means first generation offspring of the designated ancestor; and the term "issue" means both children of the designated ancestor and lineal descendants indefinitely.

(C) For all purposes under this instrument, adoption of a minor or adult who is not an issue of the Donor shall not alter or establish any relationship for purposes of this instrument.

(D) As used in this instrument, the terms "brother" and "sister" shall include persons who have acquired the designated relationship by the half as well as the whole blood, but shall be limited to persons related to the Donors by blood or by adoption in accordance with Paragraph (C) hereof.

(E) As used in this instrument, the term "trustees" shall include, collectively, all those holding such office hereunder from time to time without regard to whether they were initially appointed, successor or additional trustees.

(F) As used in this instrument, all references to the Internal Revenue Code shall mean the Internal Revenue Code of 1986 and any amendments or successor laws thereto.

(G) The titles to articles and any table of contents are included for convenience and are not intended to construe or alter the substance of such articles.

### ARTICLE XIII

#### Appointment of Trustees

(A) GEORGE S. BROOKSHIRE is hereby appointed initial trustee hereunder. The trustee serving hereunder may appoint additional and successor trustees. Such appointment of any additional or successor trustee shall be made by written instrument effective as of the date of such instrument or as of such later date as shall be specified in such instrument.

(B) Any trustee shall cease to be a trustee hereunder upon death or resignation, or upon the written determination of two physicians that, by reason of mental or physical illness or disability, such trustee is incapable of receiving, evaluating and communicating information rationally and effectively. Any trustee serving hereunder may resign as trustee of the trusts created hereunder by delivering a written instrument to such effect signed by or on behalf of such trustee to the other trustee then serving hereunder, or if none, to the persons then entitled to receive income from the trusts created hereunder. Any such resignation shall be effective as of the date of completion of delivery of such instrument or as of such later date as shall be specified in such instrument. In the event any trustee serving hereunder resigns or otherwise ceases to



serve as trustee of the trusts created hereunder, and there shall be no other co-trustee remaining and no successor shall otherwise have been appointed, the Donor shall be entitled to name an Independent Trustee to become trustee.

(C) No trustee to or from whom or to or from whose spouse or issue a current or future payment or distribution of property, income or principal may be made or withheld under any of the provisions of this instrument shall be permitted or required by the provisions hereof to vote upon or participate in any action taken thereon. There shall be at all times at least one Independent Trustee as to each of the trusts created by this instrument. As used in this instrument, the term "Independent Trustee" shall mean the initial trustee and as to any successor trustee, a trustee who has no beneficial interest vested or contingent in the property of the trust and who is not a "related or subordinate party" as that term is defined in Section 672(c) of the Internal Revenue Code. In addition, each must be one who is not disqualified from acting on any matter under the terms of this paragraph and who can possess the powers vested in such trustee. Notwithstanding the foregoing, the initial Independent Trustee is GEORGE S. BROOKSHIRE and he shall be treated as such for all purposes hereof.

(D) All discretionary powers and duties vested in any trustee hereunder which is not a natural person may be exercised on its behalf, from time to time, by its governing board, or by an appropriate committee, or by its principal officers or trust officers.

(E) No bond or other security shall ever be required to be given or be filed by any trustee hereunder for the faithful execution of such trustee's duty hereunder or for any other purpose. If, notwithstanding the foregoing provision, a bond shall nevertheless be required, no sureties shall be required thereon.

(F) No trustee serving hereunder shall be liable for any actions, which it takes or does not take in its capacity as trustee, provided that such action or lack of action was in good faith and not the result of gross malfeasance, recklessness or intentional misconduct.

(G) The trustee may delegate its investment authority and responsibility for any trust property for which it has investment responsibility hereunder to any person or organization, including an affiliate, which is a registered investment advisor. Any such delegation shall be subject to the same investment standards that would be applicable to the trustee under this instrument. In selecting an investment advisor, the trustee may take into consideration the reputation, past performance, recognized expertise, amount of other assets under management or any other indicia of quality, professionalism and security that the trustee deems relevant to such determination. The trustee shall not be liable for the investment decisions or actions of any delegate so long as the trustee exercises reasonable care, skill and caution in selecting the delegate and in monitoring its performance and compliance with the terms of delegation. The trustee shall not be required to provide notice of any such delegation to any beneficiary hereunder. The trustee may pay for services provided by an investment advisor which are authorized by this paragraph at the usual and customary fees, commissions and charges of such investment advisor, without reduction in any compensation paid to the trustee for its services as trustee. The trustee may, in its discretion, discharge any current investment advisor and select a replacement or additional investment advisor or advisors at any time. The trustee shall periodically review and monitor investment performance and shall report the results of such review to the Donor from time to time or upon the request of the Donor.

(H) Despite the general powers of the trustee, the following provisions shall apply to each trust from time to time held hereunder, during any period in which an investment advisor shall be acting.

- (i) The trustee shall follow the direction of the investment advisor with respect to the purchase or sale of trust principal and the investment and reinvestment of funds held hereunder.
- (ii) The trustee may vote all securities held hereunder as per the written order of the investment advisor. The trustee shall not thereafter be liable for the manner in which those securities are voted, for any direct or indirect result of that voting, or for any failure to vote those securities.
- (iii) No trustee shall be accountable for any loss or depreciation in value sustained by reason of action (i) taken at the direction of the investment advisor or (ii) not taken by reason of disapproval by the investment advisor pursuant to the preceding provisions of this paragraph, and no person dealing with the trustee shall be required or privileged to inquire whether there has been compliance with those provisions.
- (iv) The investment advisor may in its discretion invest assets of the trust in mutual funds and other investment vehicles which may be managed or advised by the investment advisor, an affiliate of the investment advisor, or a third party with whom the investment advisor has a financial relationship. The investment advisor and its affiliates may receive and retain payments from mutual funds and other investment vehicles in which the trust has invested; and such payments shall not offset the fees charged to the trust by the investment advisor and its affiliates.

(I) Notwithstanding the terms of Paragraphs (G) and (H) of this Article XIII, the trustee may, but shall not be obligated to, delegate its investment authority and responsibility for any trust property for which it has investment responsibility hereunder to any person(s) or organization(s) which the Donor may nominate or suggest from time to time. In the event that the trustee so delegates its investment authority and responsibility, the trustee shall not be liable for the investment decisions or actions of any such delegate. The trustee shall not be required to provide notice of any such delegation to any beneficiary hereunder.

(J) The trustee shall be entitled to receive reasonable compensation for its services as trustee in accordance with its schedule of rates as published from time to time and as in effect at the time such compensation becomes payable. Trustee compensation may be charged to principal or to income or partly to each in the discretion of the trustee.

### **ARTICLE XIII**

#### **Power to Merger, Consolidate and Convert**

Notwithstanding anything in the common law, the statutory law or anywhere else to the contrary, the TRG Trust shall have the power to merge, consolidate and convert to the same extent that a Florida corporation formed under Chapter 607 of the Florida Statutes may do so. In any merger or consolidation or conversion where the TRG Trust is the surviving entity, at the effective time of the merger, all the property, interests, assets, rights, privileges, immunities, powers and franchises of the merging entity shall vest in the TRG Trust, and all debts, liabilities, duties and obligations of the merging entity shall become the debts, liabilities, duties and obligations of the TRG Trust.

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IN WITNESS WHEREOF, THE REGENCY GROUP, INC., as Donor, has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed and GEORGE S. BROOKSHIRE, as Trustee, has hereunto set his hand and seal, as of the day and year first above written.

THE REGENCY GROUP, INC., Donor

By: George S. Brookshire (SEAL)  
George S. Brookshire, President

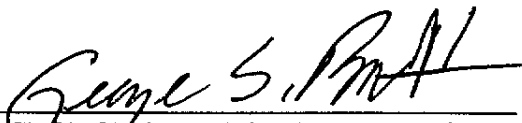
George S. Brookshire  
George s. Brookshire, Trustee

Allyce A. Zanich  
Witness as to the Donor

Beth Gibson  
Witness as to the Donor

**SCHEDULE A**  
**TO THE REGENCY GROUP, INC. 2005 TRUST**

THE REGENCY GROUP, INC.

By:   
GEORGE S. BROOKSHIRE, President