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WALTER C. JENKINS, SR.,

REVOCABLE TRUST AGREEMENT OF 1991

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This is a Revocable Trust Agreement ("Agreement") made by and among WALTER C. JENKINS, SR., as Grantor (the "Grantor"), of Hendry County, Florida, and WALTER C. JENKINS, SR., and WALTER C. JENKINS, JR., as Co-Trustees (the "Trustee").

Article I

Original Trust Estate

The Grantor hereby conveys, assigns, and delivers to the Trustee all the Grantor's right, title, and interest in the property listed in Schedule "A" to this Agreement, the receipt of which is hereby acknowledged by the Trustee, and the Trustee agrees to hold, manage, invest and reinvest, that property, and the income therefrom, together with any other property transferred to the Trustee under this Agreement (referred to collectively as the "trust estate"), in trust for the purposes stated in the following Articles.

Article II

Additional Property

Subject to the willingness of the Trustee to accept the assets, the Grantor or any other person has the right at any time and from time to time to add any other real or personal property to the principal of the trust estate by gift or devise. All additions shall be held, invested, administered, and distributed

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WALTER C. JENKINS, SR.
WALTER C. JENKINS, JR.

in accordance with the provisions of this Agreement, unless otherwise specifically provided in the conveyance to the trust.

Article III

Rights Reserved by Grantor

A. Alteration, Revocation, or Amendment. Grantor reserves the right to alter, amend, or revoke this Trust Agreement, at any time and from time to time, either in whole or in part, without the consent of the Trustee or any beneficiary hereunder, by written notice to the Trustee to that effect. Grantor also reserves the right and power to withdraw any asset deposited hereunder without the consent of any beneficiary hereunder.

B. Grantor's Reserved Powers Over Trust Management. If at any time during the continuance of this trust someone other than Grantor is serving as a Trustee hereunder, then the powers of the Trustee shall be subject to the following limitation. During Grantor's lifetime, except during any period of Grantor's incapacity, the Trustee shall not sell, invest, or reinvest any part of the trust estate without the prior approval of Grantor, and the Trustee shall follow any written direction of Grantor with respect to the sale, investment, or reinvestment of the trust estate. Failure of Grantor to disapprove in writing a recommendation by the Trustee within ten (10) days after the mailing thereof to Grantor shall constitute approval of the recommendation. The Trustee shall not be accountable for losses sustained because of action taken or not taken pursuant to the exercise by

Grantor of Grantor's power over the management of the trust estate as provided herein. No person dealing with the Trustee need inquire whether or not the requirements of paragraph B of this Article III have been complied with.

C. Personal to Grantor. No person (including a guardian or conservator of Grantor) other than Grantor may exercise any of the rights reserved to Grantor by the provisions of this Article III.

Article IV

Administration During Grantor's Lifetime

The Trustee shall hold, manage, invest and reinvest the trust assets and shall collect and distribute such of the net income and principal of the trust to Grantor or any other person that Grantor may from time to time request. If the Grantor becomes incapacitated, for as long as the incapacitation continues, the Trustee shall pay to or apply for the benefit of the Grantor or the Grantor's dependents such sums from the income or principal of the trust estate as the Trustee in its sole and absolute discretion deems appropriate for the care, support, comfort, maintenance, and general welfare of the Grantor or the Grantor's dependents, taking into consideration the standard of living to which the Grantor and Grantor's dependents are then accustomed. Such payments shall include, but are not limited to, direct payments: to any landlord, hotel keeper, hospital, or nursing home; for services rendered in connection with any medical or dental care; for any and all bills for services rendered in furnishing food, clothing, transportation,

educational expenses, legal services, or any other services needed or required, upon proper substantiation by those performing the services; and for preparation of returns and payment of any and all taxes that Grantor or Grantor's dependents may be obligated to pay under the provisions of any applicable state or federal law. Any payment or use of any portion of the income or principal of the trust estate for any of the purposes expressed herein shall not be subject to question by any person or by any court.

Article V

Administration After Grantor's Death

Upon Grantor's death, the trust estate (including assets added to the trust estate pursuant to Grantor's Will, by contract, operation of law, or otherwise) shall be administered and distributed in the following manner:

A. Payment of Liabilities of and Transactions With Grantor's Estate.

1. The Trustee shall pay, as soon as practicable and upon request either directly or to the Grantor's personal representative, such portions or all of the Grantor's debts, the costs and expenses of the Grantor's funeral and last illness, the claims allowed against the Grantor's estate, and the expenses of administration of the Grantor's estate as Grantor's personal representative certifies to the Trustee in writing. The Trustee also shall pay, as soon as practicable and upon request either directly or to the Grantor's personal representative, such portions

or all of the estate, inheritance, transfer, legacy, succession, or death taxes (plus all interest and penalties thereon) payable by reason of the Grantor's death, including such taxes imposed on assets included in the Grantor's gross estate for federal estate tax purposes but passing outside this Agreement, as Grantor's personal representative certifies to the Trustee in writing, but excluding the supplemental estate tax imposed on certain qualified plan benefits under section 4980A of the Internal Revenue Code, excluding any tax imposed as a result of section 2041 of the Internal Revenue Code, and excluding any tax imposed under chapter 13 of the Internal Revenue Code or a corresponding provision of state law. The Trustee may rely upon the correctness of any certification by the Grantor's personal representative and shall not incur any liability for making payments in reliance on that certification. All such taxes imposed as a result of the supplemental estate tax on certain qualified plan benefits under section 4980A, or imposed under section 2041 or a direct skip under chapter 13 of the Internal Revenue Code or a corresponding provision of state law, shall be apportioned against and paid by the person or persons in possession of the property giving rise to such tax or benefitted thereby, in the manner provided by law. All such taxes imposed under chapter 13 of the Internal Revenue Code or a corresponding provision of state law, by reason of a transfer other than a direct skip, shall, unless the Grantor's Will otherwise provides, be paid from the principal of such trust, or trusts, as applicable, in the manner provided by law. The term

"direct skip" as used herein shall have the same meaning as that term has under chapter 13 of the Internal Revenue Code, as amended, on the date of Grantor's death. All such other taxes, including interest and penalties thereon, shall be paid without apportionment, to or for the account of the Grantor's personal representative, from the principal of the trust estate includable in the Grantor's gross estate for federal estate tax purposes. All those costs and expenses, shall be paid, without apportionment, as an expense of administration, from the principal of the trust estate includable in Grantor's gross estate for federal estate tax purposes. Subject to the direction of the two preceding sentences, it is the Grantor's specific intent and direction that no such costs, expenses, taxes, interest, or penalties shall be charged to or paid from any interests that qualify for federal estate tax deductions or that are otherwise excludable from Grantor's gross estate for federal estate tax purposes. Any provision of this Agreement to the contrary notwithstanding, the Trustee is specifically directed to use in payment of the federal estate tax any U.S. Treasury Bonds that were owned by the trust or the Grantor at the time of the Grantor's death or that were treated as part of the Grantor's gross estate under the rules contained in section 306.28 of the Treasury Department Circular No. 300, Revised, and that are redeemable at par for payment of all applicable federal estate taxes.

2. The Trustee may, in its sole and absolute judgment and discretion, without regard to whether it may also be serving

at such time as personal representative of Grantor's estate, purchase on behalf of this trust estate any property belonging to Grantor's estate, or make loans or advancements, secured or unsecured, to the personal representative thereof in order to provide funds with which to pay any other claim or indebtedness of Grantor's estate not specifically described in this Article V. Any such purchases, loans, and advancements shall be made upon such terms and conditions as the Trustee, in its sole and absolute judgment and discretion, shall deem appropriate; provided, however, that any such purchase of assets shall be for an adequate consideration. The Trustee shall not be liable for any loss to the trust estate by reason of acting in accordance with this Article V, except only for its own gross neglect or willful misconduct.

B. WALTER C. JENKINS, SR., FAMILY TRUST.

Upon Grantor's death, the remaining assets of the trust estate, together with all additions thereto, if any, from whatever source, shall be divided by the Trustee into equal shares, one share for each then living child of the Grantor and one share for the then living lineal descendants, collectively, of each deceased child of the Grantor, and the Trustee shall further divide each share established for the then living lineal descendants of a deceased child of the Grantor among such then living lineal descendants per stirpes; provided, however, if none of the Grantor's lineal descendants shall then be living, then such property shall be distributed to the Grantor's heirs at law in accordance with the laws of descent and distribution then in effect

in the State of Florida, the identity of such heirs to be determined on the date of Grantor's death. Each share established under paragraph B of this Article V for a beneficiary shall be distributed to such beneficiary outright and in fee, except as otherwise provided under Article VI hereunder.

Article VI

Benefits Payable to Persons Under Twenty-One

If any beneficiary shall be under twenty-one (21) years of age at the time the principal of any trust is required to be distributed to him under the above provisions, although his interest shall immediately vest, the share of such beneficiary shall be retained in trust by the Trustee until such beneficiary attains such age. During such time, the Trustee shall pay to such beneficiary or expend on his behalf so much of the net income and principal of that particular fund as the Trustee may deem advisable to provide properly for such beneficiary's health, maintenance, education, and support and shall incorporate any income not so

in the State of Florida, the identity of such heirs to be determined on the date of Grantor's death. Each share established under paragraph B of this Article V for a beneficiary shall be distributed to such beneficiary outright and in fee, except as otherwise provided under Article VI hereunder.

Article VI

Benefits Payable to Persons Under Twenty-One

If any beneficiary shall be under twenty-one (21) years of age at the time the principal of any trust is required to be distributed to him under the above provisions, although his interest shall immediately vest, the share of such beneficiary shall be retained in trust by the Trustee until such beneficiary attains such age. During such time, the Trustee shall pay to such beneficiary or expend on his behalf so much of the net income and principal of that particular fund as the Trustee may deem advisable to provide properly for such beneficiary's health, maintenance, education, and support and shall incorporate any income not so disbursed into the principal of the fund. When such beneficiary shall attain the age of twenty-one (21) years, or sooner dies, the trust shall terminate as to such beneficiary and the Trustee shall distribute the remaining trust share of such beneficiary to such beneficiary, outright and in fee, or to the estate of said beneficiary if such beneficiary dies before attaining the age of twenty-one (21) years. This Article VI shall be effective only and limited in duration to the extent that it does not result in any

violation of any applicable rule against perpetuities or similar law.

Article VII

Survival

If any beneficiary hereunder shall die within sixty (60) days after the death of the Grantor, such beneficiary shall be deemed to have predeceased the Grantor, and all provisions of this Agreement shall be construed upon that assumption.

Article VIII

Spendthrift Provisions

No beneficiary of any trust created by this Agreement shall have any right or power to anticipate, pledge, assign, sell, transfer, alienate, or encumber his or her interest in the trust in any way; nor shall any interest in any manner be liable for or subject to the debts, liabilities, or obligations of any beneficiary or claims of any sort against any beneficiary.

Article IX

Determination of Incapacity

For purposes of this Agreement, the determination of whether or not the Grantor is incapacitated shall be made by Grantor's then attending physician, which determination shall be delivered in writing to the Trustee. The Trustee shall be authorized to rely absolutely on any such written determination received by the

Trustee, or reasonably believed by the Trustee to have been signed by the then attending physician, until like determination to the contrary is received by the Trustee from the Grantor's then attending physician, or until like determination to the contrary is made by a court of competent jurisdiction.

Article X

Death Benefits

Death benefits of any kind, including, but not limited to, proceeds of an individual life insurance policy, a group life insurance policy, a qualified employee's trust or under a contract purchased by a qualified employee's trust forming part of a qualified pension, stock bonus, or profit sharing plan, an annuity or endowment contract, and a health and accident policy, if made payable to the Trustee shall be held, administered, and disposed of in accordance with the terms of the trusts created by this Agreement. Such death benefits payable to the Trustee, shall not be subject to any obligations to pay estate, inheritance, transfer, legacy, succession, or death taxes or any other debts, charges, or liabilities enforceable against Grantor's estate to any greater extent than if such proceeds were payable directly to the beneficiaries of the trusts.

Article XI

Annual Accountings

After the Grantor's death, the Trustee shall furnish informal annual statements, based upon either a fiscal or calendar year accounting period, to each person then entitled to the income who is not under a legal disability, showing the property held in trust for the benefit of that person at the close of the accounting period and all receipts and disbursements made during that period. For any period, the Trustee shall be released and discharged, as against such person, of and from any and every claim, demand, reckoning, and liability of every kind and nature whatsoever arising from or in any manner connected with any trust created by this Agreement, or any fund held hereunder, except as to any matter as to which such person within six (6) months after the delivery to him of such statement gives notice in writing to the Trustee that he objects and specifies in the notice the grounds for his objections or commences an appropriate action or proceeding against the Trustee.

Article XII

Duration of Trusts

Notwithstanding anything herein to the contrary, the trusts created hereunder shall terminate not later than twenty-one (21) years after the death of the last to die of Grantor's descendants who were living on the date of Grantor's death. At the end of such period, all such trusts shall terminate and the Trustee shall

distribute the undistributed income and principal of such trusts to the then current income beneficiaries in the proportions as they are receiving the income therefrom, and if the proportions are not specified, in equal shares to such beneficiaries.

Article XIII

Trustee Provisions

A. Resignation or Removal of Trustee. Any Trustee or successor Trustee may resign as Trustee of any trust created under this Agreement without court approval, upon thirty (30) days' notice by a written instrument signed by it and mailed to Grantor, or, if Grantor is not then living, to the persons then entitled to the income of the trusts created by this Agreement and to any successor Trustee named in this Agreement. During the Grantor's lifetime, the Grantor shall have the power, without cause or reason and at any time and from time to time, to appoint a successor Trustee in the event of the death of a Trustee or to remove a Trustee and to appoint a successor Trustee upon thirty (30) days' notice by a written instrument signed by Grantor and mailed to the Trustee being removed. After the Grantor's death, during the existence of any trust created hereunder, a majority in number of the current permissible income beneficiaries of such trust who are not under a legal disability shall have the right to remove the acting Trustee or one of them and appoint a successor Trustee who shall be that successor Trustee herein named, and if none, or if such named successor Trustee shall be unable or unwilling to serve,

such successor Trustee must be a trust company or bank qualified to act as such in Florida, possessing trust powers and having a combined capital and surplus of not less than fifteen million dollars. Said right of removal shall be continuing and shall be exercised by the beneficiaries serving the acting Trustee, or one of them, with written notice of his or her removal, which notice shall specify the successor Trustee and certify its willingness to serve as such and shall be executed in like manner as is required for the recording of a deed to real property in the State of Florida. If no successor Trustee is named in this Agreement or by Grantor or the income beneficiaries, as applicable, or if none undertakes to serve before the expiration of the thirty (30) day notice period, the resigning or removed Trustee may petition a court of competent jurisdiction to appoint a successor Trustee and to approve the resigning or removed Trustee's accounting. After Grantor's death, if the Successor Co-Trustee named in this Agreement should fail or cease to act for any reason, or if another Trustee is needed for any reason, a majority in interest of the persons entitled to the income of the trusts created hereunder who are not under a legal disability shall select a successor Trustee by written agreement. If no successor Trustee is named in this Agreement or by Grantor, or if none undertakes to serve before the expiration of the thirty (30) day notice period, the resigning or removed Trustee may petition a court of competent jurisdiction to appoint a successor Trustee and to approve the resigning or removed Trustee's accountings.

B. Action by Trustee. At any time that more than two Trustees are serving hereunder, any power vested in the Trustees shall be exercised by a majority of the Trustees. At any time that two Trustees are serving, their powers shall be exercised jointly. Notwithstanding the foregoing, at any time that the Grantor is serving as Trustee hereunder, and there is disagreement as to the exercise of any power vested in the Trustees, the judgment of the Grantor shall control.

C. Successor Trustee. During the Grantor's lifetime, in the event the Grantor should become incompetent or should fail or cease to act as Trustee for any other reason, and upon Grantor's death, then WALTER C. JENKINS, JR., shall act as sole Trustee hereunder. Any successor Trustee automatically shall have all the title, powers, and discretions herein given the original Trustee and automatically shall be vested with all the powers and duties of this trust without the necessity of any act, conveyance, or transfer; provided, however, any successor Trustee shall not be liable in any way for any acts or defaults of any predecessor Trustee, nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee, and the successor Trustee shall be liable only for its own acts and defaults in respect to the property received by it, and it is relieved of all duties it otherwise may have to examine into and satisfy itself as to the accounts of any predecessor Trustee.

D. Disinterested Trustee. If, after Grantor's death, an individual Trustee hereunder also is a beneficiary of any trust

created by this Agreement or has a legal obligation to support any beneficiary of any trust created by this Agreement (or for whom a fund is held), then such Trustee shall be disqualified from exercising any discretion granted herein with respect to distributions or accumulations of income or principal of such trust or fund to himself or to the person he is obligated to support. The decision of the other Trustee or Trustees shall be binding upon the beneficiaries of any such trust or fund. This paragraph shall apply only to the extent there is at least one other Trustee then serving who is not disqualified from exercising such discretion with respect to a beneficiary.

E. Multiple Trusts. If at any time the Trustee is Trustee of two or more trusts, with substantially the same terms and benefiting the same individual or individuals, created by this Agreement or by any other instrument made by the Grantor or by any other person, the Trustee may commingle the assets of such trusts and hold them as a single trust.

Article XIV

Minimum Funding

If the aggregate value of the assets available for the establishment of any trust created in this Agreement shall be less than \$10,000, or, if during the administration of any trust hereunder, the principal assets of such trust shall be less than \$10,000, the Grantor directs that such trust shall not be established or shall terminate, as the case may be, and that the

assets that are in or would have been distributed to such trust be distributed instead to the beneficiaries who are then or would have been entitled to receive the income from said trust, and in the same proportions as they are or would have been entitled to such income, absolutely free from trust.

Article XV

Waiver of Qualification

In respect to the trusts created hereunder, the Grantor hereby waives compliance by the Trustee with the provisions of any statute as currently constituted or hereafter amended in any jurisdiction, or with any other law requiring qualification, administration, or accounting by such Trustee to any court.

Article XVI

Trustee's Compensation

During the Grantor's lifetime, the Trustee shall be entitled to compensation, if any, as agreed between Grantor and Trustee. After Grantor's death, the Trustee shall be entitled to reasonable compensation for its services rendered in the administration of the trusts created by this Agreement.

Article XVII

Trustee's Powers

Subject to the powers retained by the Grantor, the Trustee, and any successor Trustee, shall have fullest power to deal with

any property held in the trust estate, which may be exercised without the prior or subsequent approval of any court or judicial authority, at all times. No persons dealing with the Trustee shall be required to inquire into the propriety of any of its actions, or to inquire into the application of any funds or any property it may receive. The Trustee shall, however, exercise all powers in a fiduciary capacity for the best interest of the beneficiaries of the trusts created hereunder. Without in any way limiting the generality of the foregoing, the Trustee (hereafter referred to as the "fiduciary," singularly or collectively as the case may be) shall have the following specific powers in addition to any other powers conferred by law:

A. To hold funds uninvested in such amounts as the fiduciary may deem appropriate, and to invest in such assets as the fiduciary shall deem advisable even though they are not technically recognized as legal investments for fiduciaries, including, but not limited to, real estate, leaseholds, or groves, without responsibility for depreciation or loss by or on account of such investments.

B. To retain the original assets received by the fiduciary for such time as the fiduciary shall deem best, and to dispose of such assets by sale, exchange, or otherwise, as and when the fiduciary shall deem advisable. Grantor waives the provisions of section 738.12, Florida Statutes, with regard to such original assets. The fiduciary shall not retain any stock in an "S corporation" as that term is defined in section 1361(a)(1) of the Internal Revenue Code if such retention would cause the termination of that particular corporation's election.

C. To perform in a fiduciary capacity any act and make any and all decisions or elections under state laws or under the Internal Revenue Code, including, but not limited to, joining in the filing of income and gift tax returns, claiming the whole or any part of the expenses of administration as income tax deductions, selecting taxable years, and dates of distribution. The fiduciary is excused from making equitable adjustments among affected beneficiaries.

D. To expend such funds as the fiduciary may deem proper for the preservation and maintenance of assets.

E. To employ and compensate attorneys, accountants, managers, agents, assistants, and advisors and to do so without liability for any act of such persons so long as such persons are selected and retained by the exercise of reasonable care.

F. To execute deeds, leases, contracts, bills of sale, notes, and other written instruments convenient in the administration of any trust created by this Agreement.

G. To establish and maintain reasonable reserves for depreciation on property subject to depreciation under generally accepted accounting principles as a charge against income and a credit to principal.

H. To apply any sum that is payable to or for the benefit of an infant or an incompetent, or any person who in the judgment of the fiduciary is incapable of making proper disposition thereof, by payments directly to such beneficiary, by payments in discharge of the beneficiary's bills, or by payments to anyone with whom the beneficiary resides or who has the care or custody of the beneficiary, temporarily or permanently, all without the intervention of any guardian, committee, or like fiduciary. The receipt by anyone to whom payment is so made shall be a complete discharge to the fiduciary. The fiduciary may apply any such sum without regard to other resources that the beneficiary may have or the duty of any other person to support the beneficiary, and the fiduciary shall have no obligation to see to the further application of such sum.

I. To make any division or distribution under the terms hereof in money or in kind, or both, without allocating the same kind of property to all shares or distributees, without regard to the income tax basis of such assets and without regard to any law related to proportionality of distribution. Any such division or distribution made shall be binding and conclusive on all parties, and the fiduciary is hereby excused from any duty of impartiality with respect to any such division or distribution.

J. To hold any assets in the name of a nominee with or without disclosing the fiduciary relationship, or to hold such property unregistered, but without thereby increasing or decreasing the fiduciary's liability.

K. To borrow money for the benefit of any trust created by this Agreement and secure the same by collateral, mortgage, or otherwise.

L. To compromise, arbitrate, or otherwise adjust claims in favor of or against any trust created by this Agreement.

M. To vote and exercise all rights and options, or empower another to vote and exercise such rights and options, concerning any corporate stock, securities, or other assets at any time owned by any trust created by this Agreement, and to enter into proxies and such other agreements or subscriptions as the fiduciary may deem advisable.

N. To buy, sell, exchange, or lease any assets of any trust created by this Agreement, publicly or privately, for cash or on time, without order of court, and upon such terms and conditions as the fiduciary deems advisable. Any lease so made shall be valid and binding for its full term even though it extends beyond the duration of administration of any trust created by this Agreement.

O. To exercise all powers herein, notwithstanding that the fiduciary may also be acting individually, or as a fiduciary of other estates or trusts, or as agent for another person or corporation interested in the same matters; provided, however, the fiduciary shall exercise such powers at all times in a fiduciary capacity primarily in the interest of the beneficiaries hereunder.

P. To determine, in a fiduciary capacity, the manner in which the expenses incidental to or in connection with the administration of any trust created hereunder shall be apportioned as between principal and income. The fiduciary is relieved of the duty of impartiality between income beneficiaries and remaindermen, and shall consider the welfare of the current income beneficiaries paramount and that of remaindermen secondary; the fiduciary shall not be answerable to any subsequent beneficiary for anything done or omitted in favor of a current income beneficiary.

Q. To make cash advances or loans to beneficiaries with or without security.

R. To carry insurance against such risks, for such amounts, and on such terms as the fiduciary may determine, with mutual insurers or otherwise.

S. To abandon, in any way, property which the fiduciary determines not to be worth protecting.

T. To receive as an addition to a trust any property, if acceptable to the Trustee, that anyone may request be added to it.

U. To continue to hold any real property or interests therein that are transferred by the Grantor or from the Grantor's estate to any trust created hereunder, in the same manner as if the absolute owner thereof, and whether held in fee, as lessee, or lessor, or jointly as a joint tenant or a partner for such period as the Trustee may deem advisable and regardless of whether such

real property is of a class or diversification authorized by law for the investment of trust funds and to operate as a sole proprietorship or as a partnership or corporation such real property and any other real property that may be acquired by any trust created hereunder and to do any and all things necessary or appropriate for the management and operation of real property, including, but not limited to, in addition to the other powers and authority conferred by law or contained in this Article, the following powers:

1. To manage or develop any real property in such manner as the Trustee may determine; to sell, transfer, or exchange any such real property upon such terms and conditions as may be deemed advisable; to make, renew, or modify leases on such property for such rentals and on such terms as the Trustee may determine, irrespective of whether the term of any such lease may extend beyond the administration of any trust created hereunder; to erect buildings or improvements thereon, to abandon such property, to adjust boundaries, to partition and pay sums necessary to equalize such partition, to erect or demolish buildings thereon, to convert for a different use, to dedicate for public use without compensation, to grant easements, to waive payment for property taken by right of eminent domain, to insure for any or all risks, to grant options, to enter party wall contracts, to protect out of the general funds of any trust created hereunder, to insure or perfect title, and to charge the costs of any action taken with regard to any such real property to principal or income as the Trustee may determine.

2. To make all ordinary repairs on any real property and such extraordinary repairs, alterations, or improvements as the Trustee may deem advisable, and to charge all ordinary repairs against the income and all extraordinary repairs, alterations, or improvements against the principal of which the property being repaired, altered, or improved forms a part.

3. To mortgage such property in such amount or otherwise obtain loans or advances, on such conditions, and such rates of interest as may be deemed advisable or to modify, renew, subordinate, or extend any such mortgage; provided, however, other assets of any trust created hereunder shall not be invested in or loaned to or otherwise committed to any such property.

4. With respect to any real property that is damaged or destroyed, whether by fire, storm, or otherwise, to repair or rebuild such property in such manner as the Trustee may determine, using the proceeds of any insurance that may become available as a result of such damage or destruction, or, to the extent that such insurance is not sufficient, principal or income as may be advisable.

5. To set up such reserves out of income, as the Trustee may determine, for taxes, assessments, repairs, depreciation, and general upkeep on real property.

6. To hire agents to operate and manage any real property, or any interest therein, and to employ brokers or agents to sell or otherwise dispose of any real property or any part thereof.

7. To take any action required to convert any corporation into a partnership or sole proprietorship or to organize a corporation under the laws of this or any other state and to transfer thereto all or any part of the real property, and to receive in exchange therefor such stocks, bonds, and other securities as may be deemed advisable.

8. To treat the real property development as an entity separate from any trust created hereunder and in accountings to the beneficiaries, the Trustee shall only be required to report the earnings and condition of the real property in accordance with standard accounting practices.

9. The Grantor is aware that certain risks are inherent in the operation of any real property and in determining any question of liability for losses, it should be considered that the Trustee is engaging in a speculative enterprise at the Grantor's express request.

V. If the Grantor has made arrangements for the sale or disposition of any business interests that the Grantor may own at the time of the Grantor's death and whether operated in the form of a sole proprietorship, partnership, or corporation, then the Trustee shall carry out such agreement or agreements as expeditiously as possible. Otherwise, the Trustee may continue to hold any such business interests for such period as the Trustee may deem advisable, regardless of whether such business interests are of a class or diversification authorized by law for the investment of trust funds, and to operate as a sole proprietorship or as a partnership or corporation such business interests and any other business interests that may be acquired by any trust created hereunder and to do any and all things necessary or appropriate for the management and operation of such business interests, including, but not limited to, in addition to the other powers and authority conferred by law or contained in this Article, the following powers:

1. To control, direct, and manage the business directly or to delegate all or any part of its power to supervise and operate, to such person or persons as the Trustee may select, including any associate, partner, officer, or employee of the business.

2. To hire and discharge officers and employees, fix their compensation, and define their duties; and similarly to employ, compensate, and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate, including the authority and power to employ any beneficiary in any of the foregoing capacities.

3. To make or obtain loans or advances on such conditions, at such rates of interest, and for such business purposes as may be deemed advisable; provided, however, non-business assets of any trust created hereunder shall not be invested in or loaned to or otherwise committed to any such business.

4. To take any action required to convert any corporation into a partnership or sole proprietorship or to organize a corporation under the laws of this or any other state and to transfer thereto all or any part of the business or interests and to receive in exchange therefor such stocks, bonds, and other securities as may be deemed advisable.

5. To treat the business as an entity separate from any trust created hereunder and in accountings to the beneficiaries, the Trustee shall only be required to report the earnings and condition of the business in accordance with standard accounting practices.

6. To retain in the business operated as a sole proprietorship or partnership such amount of the net earnings for working capital and other purposes of the business as the Trustee may deem advisable in conformity with sound business practice; provided, however, this paragraph 6 shall not apply to any Trust intended to qualify for the federal estate tax marital deduction.

7. To sell or liquidate all or part of any business at such time and price and upon such terms and conditions (including credit) as the Trustee may determine, including the authority and power to make such sale to any partner, officer, or employee of the business or to any beneficiary hereunder and to employ brokers or agents for such purposes.

8. To acquire additional interests in such business and to diminish, enlarge, or change the scope or nature of the activities of any business.

9. The Grantor is aware that certain risks are inherent in the operation of any business and in determining any question of liability for losses, it should be considered that the Trustee is engaging in a speculative enterprise at the Grantor's express request.

Article XVIII

Governing Law

This Agreement shall be governed by, and construed and administered in accordance with, the laws of the State of Florida, notwithstanding that the Trustee or any of the beneficiaries may reside elsewhere. The place of administration of this Trust shall be Hendry County, Florida.

Article XIX

Notice of Right to Disclaim

The Trustee is hereby directed to notify, in writing, each vested remainderman described herein of his or her interest hereunder within six (6) months of the date of Grantor's death so that said vested remainderman may have the opportunity to disclaim his or her interest pursuant to the terms of section 2518 of the Internal Revenue Code.

Article XX

Miscellaneous

The parties further agree as follows:

A. The Grantor shall execute such further instruments as shall be necessary to vest the Trustee with full legal title to the property transferred to it under this Agreement.

B. This Agreement shall extend to and shall be binding upon the personal representative, successors, and assigns of the Grantor and of the Trustee.

C. The paragraph headings or designations used throughout this Agreement have been inserted solely for convenience in reference and shall in no way be taken to limit or extend the natural and proper construction or meaning of the language employed within the paragraph.

D. To the same effect as if it were the original, anyone may rely upon a copy certified by the Trustee to be a true copy of this instrument and of the writings, if any, endorsed on or attached thereto and kept by the Trustee.

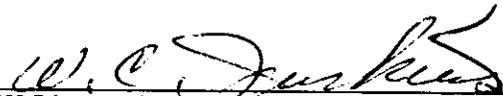
E. Any reference made in this Agreement to any gender shall be deemed to include either masculine or feminine, as appropriate, and any reference to any number shall be deemed to include both singular and plural where the context of the provisions of this Agreement shall permit or require.

F. Unless otherwise stated, all statutory references in this Agreement are to sections of the Internal Revenue Code of 1986, as amended, and include any corresponding provisions of the federal tax law that may, from time to time, be in effect.

G. This Trust Agreement shall be known, designated, and referred to as the WALTER C. JENKINS, SR., REVOCABLE TRUST AGREEMENT OF 1991. The Trustee may register any property becoming a part of the principal of the trust by registering the same in the name of the "WALTER C. JENKINS, SR., REVOCABLE TRUST AGREEMENT OF 1991," or in the name or names of any one or more of the Trustees, with or without reference to the Trust Agreement. Any property registered in the name "WALTER C. JENKINS, SR., REVOCABLE TRUST

AGREEMENT OF 1991," and any funds in any depository or bank account of the trust may be disbursed, transferred, assigned, or conveyed by instrument signed by any Trustee. Any property held in the name of the Trustee or a nominee "as Trustee" or "as nominee," without further reference to the trust, may be transferred or conveyed by signature of the Trustee, Trustees, or nominee in whose name such property is registered. Any property registered in the foregoing manner shall nevertheless be carried on the books of account and records of the trust as trust property and all discretionary decisions with regard to said property shall be made as otherwise provided herein. All persons dealing with the Trustee may rely upon any instrument signed in accordance with the foregoing without duty or responsibility to ascertain the application of any funds paid over by him or her. The Trustee, by the Trustee's signature hereto, accepts the trust hereby created.

Executed at Tampa, Florida, this 23 day of May,
1991.


WALTER C. JENKINS, SR.

GRANTOR


WALTER C. JENKINS, SR.


WALTER C. JENKINS, JR.

TRUSTEE

This instrument was signed, sealed, and published by the Grantor in our joint presence, and at Grantor's request we have signed our names as attesting witnesses in Grantor's presence and in the presence of each other this 23 day of May, 1991.

<u>Name</u>
<u>Robert W. Houston</u>
<u>Quinn Houston</u>
<u>Jo Shurt</u>

<u>Address</u>
<u>Tampa, FL</u>
<u>Tampa, FL</u>
<u>Tampa, FL</u>

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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

We, WALTER C. JENKINS, SR., Robert Johnston,
Annie Thornton, and L. J. Barnett,

the Grantor and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, having been sworn, declared to the undersigned officer that the Grantor, in the presence of the witnesses, signed the instrument as Grantor, that Grantor signed, and that each of the witnesses, in the presence of the Grantor and in the presence of each other, signed the instrument as a witness.

Walter C. Jenkins, Sr.
WALTER C. JENKINS, SR.

Robert Johnston
Witness

Annie Thornton
Witness

L. J. Barnett
Witness

Subscribed and sworn to before me by WALTER C. JENKINS, SR., the Grantor, and by Robert Johnston Annie Thornton, and L. J. Barnett, the witnesses, on the 23 day of May, 1991.

Thomas M. ...
Notary Public, State of Florida

My Commission Expires:

(SEAL)

Filed for record this 3 day of August, 1998 at 1:02 P.M. and recorded this the 3 day of August, 1998
John R. Price, Jr., Clerk



THE STATE OF MISSISSIPPI, } Chancery Clerk's Office
STATE COUNTY, } 5

1. Chancery Clerk, certify that the instrument was filed
for record at 1:02 P.M. on
the 3 day of July 1978, at my

office and was recorded on 5 day of July
1978 in PRB Dept Book No. 14, page 278

John R. Hines, Jr. Chancery Clerk
D.C.