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LEWIS T. PHELPS REVOCABLE TRUST

BK 101 PG 517
THE DAVIS DR. CLK.

I, LEWIS T. PHELPS, of Naples, Collier County, Florida, hereby transfer to myself as Trustee the property listed in the attached schedule, which property and all investments and reinvestments thereof and additions thereto (the "trust property") to be held subject to the following trusts:

ARTICLE I - IDENTIFICATION

1.1 My family consists of my wife, SANDRA F. PHELPS, and my children, whom are now living; namely, JEFFREY T. PHELPS and SUSAN T. GUILLEN, and they are herein referred to as "my children".

ARTICLE II - TRUST TITLE

This instrument, as from time to time amended, is designated the "LEWIS T. PHELPS REVOCABLE TRUST Dated June 9, 1999."

ARTICLE III - DURING MY LIFETIME

3.1 Income and Principal. During my life the trustee shall pay such part or all of the income and principal of the trust property to me or otherwise as I from time to time direct in writing.

3.2 Disability. If at any time I am unable to manage my financial affairs, the trustee shall pay or apply such amounts of the income and principal of the trust property as the trustee considers advisable for my comfortable maintenance, health and welfare. Any undistributed income shall be accumulated and from time to time (no less often than annually) added to principal; except upon my death the undistributed income shall be paid to my wife if then living, otherwise added to principal. For purposes of this instrument, I shall be considered to be unable to manage my affairs if (a) I am adjudicated incapacitated or (b) by reason of incapacity (included illness or mental or physical disability) I am unable to give prompt and intelligent consideration to financial matters. A determination that I am unable to manage my financial affairs shall be made by my attending physician and the trustee may rely upon written notice of that determination.

3.3 Annual Exclusion Gifts. I specifically authorize, but do not require that if I am unable to manage my financial affairs (as determined above), the trustee may make gifts of any and all of my property, real or personal, tangible or intangible, wherever situated, to any individual or entity (including the trustee), provided, however, that gifts during any calendar year shall not exceed the annual exclusion amount for Federal gift tax purposes provided in Section 2503 of the Internal Revenue Code.

3.4 Right to Revoke or Amend. I reserve the right from time to time, by written instrument delivered to the trustee, to amend or revoke this instrument and the trusts created herein, in whole or in part, except that, if amended, the duties, powers and responsibilities of the trustee shall not be changed substantially without the trustee's written consent.

ARTICLE IV - UPON MY DEATH

4.1 Payment of Taxes, Debts, and Expenses. Upon my death, the trustee shall pay taxes, debts, and expenses as hereinafter provided. The succeeding provisions shall be subject to the trustee's making or providing for those payments.

4.2 Distributions Pursuant to My Will. As of my death, the trustee shall distribute (a) any trust property that my will, any codicil thereto, or (only with respect to tangible personal property) any written instrument delivered to the trustee prior to my death, specifically gives to any person specified therein, and (b) cash or other property in satisfaction of any pecuniary bequest made by my will or any codicil thereto to the extent the trustee determines that the bequest cannot be fully satisfied for any reason by my personal representative.

4.3 Special Bequest - As of my death, the trustee shall pay from trust estate the sums of \$10,000.00 to my son, JEFFREY T. PHELPS, and \$5000.00 to my daughter, SUSAN T. GUILLEN.

4.4 Residuary:

4.4.1 Spouse Survives. As of my death and if my wife survives me, the trustee shall pay the balance of the trust property to my wife.

4.4.2 Spouse Does Not Survive. If my spouse predeceases me, the trustee shall divide the balance of the trust property into equal shares and distribute them to my children. If one of my children fails to survive me, his share shall be given per stirpes to his then living descendants, subject to postponement of possession as set forth in

Article V. herein.

ARTICLE V - PAYMENTS TO MINOR AND INCAPABLE PERSONS

5.1 Facility of Payment. If income or discretionary amounts of principal become payable to a person who is a minor, is incompetent or has not been adjudicated incompetent but because of illness or disability is, in the trustee's judgment, unable properly to manage his or her affairs, then that income or principal shall be paid or expended only in such of the following ways as the trustee deems best: (a) to the beneficiary directly; (b) to the legally appointed guardian or conservator of the beneficiary; (c) to a custodian for the beneficiary under a Uniform Gifts to Minors Act or a Uniform Transfers to Minors Act; (d) by the trustee directly for the benefit of the beneficiary; (e) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary. A receipt for payment by any of the above persons shall be a complete discharge of the trustee in respect to the payment.

5.2 Postponement of Possession. If a trust created under this instrument is distributable to a beneficiary who has not reached the age of twenty-one (21) years, such property shall immediately vest in the beneficiary but the trustee shall retain possession of the share as a separate trust, paying to or for the benefit of the beneficiary so much or all of the income and principal of the share as the trustee deems necessary or advisable from time to time for his or her health, maintenance in reasonable comfort, education (including postgraduate) and best interests, adding to principal any income not so paid. When the beneficiary has reached the age of twenty-one years, the trustee shall pay to him all of the principal of his share plus any accrued income.

5.3 Postponement of Termination. If a trust created under this instrument terminates in favor of a beneficiary who is a minor, is incompetent or has not been adjudicated incompetent but because of illness or disability is, in the trustee's judgment, unable to manage the property distributable to the beneficiary, the trustee may postpone the termination distribution. The postponement may last until the attainment of the beneficiary's majority, the removal of the beneficiary's incompetency or until, in the trustee's judgment, the beneficiary is able to manage the property. During the postponement, the property shall be held and administered as a separate trust and the trustee may pay to the beneficiary as much of the net income or principal or both as the trustee determines is appropriate for the beneficiary's health, maintenance, support, education (including postgraduate), and best interests, except that after the beneficiary attains the age of twenty-one years, the trustee shall pay to the beneficiary all of the income from such beneficiary's share in convenient installments, at least quarterly. If the beneficiary dies while the

property is still held in the separate trust, the trust estate shall be distributed to the beneficiary's estate. The trustee may also distribute property passing to a minor to a custodianship under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act established for the beneficiary by the trustee or another person.

ARTICLE VI - TRUSTEE APPOINTMENTS

6.1 Resignation of Trustee. I may resign as trustee by written notice to my wife, . Any other trustee may resign as to any trust at any time by written notice to me, if then living and able to act, otherwise to each beneficiary entitled to receive or have the benefit of the income from the trust.

6.2 Removal of Trustee. I, if then living and able to act, shall have the power and authority to remove a trustee.

6.3 Appointment of Successor Trustee. My successor trustee shall be my wife, SANDRA F. PHELPS.

6.4 No Bond Required. I direct that no bond or surety be required of any trustee. No trustee shall be obligated to account to any court for the administration of any trust created under this instrument.

6.5 Compensation. No individual trustee shall receive any compensation for serving under this instrument; any corporate trustee shall receive compensation based on its schedule of fees as are current from time to time. Every fiduciary shall be reimbursed for the reasonable costs and expenses incurred in connection with such trustee's duties.

6.6 Out-of-State Trust Property. The trustee may from time to time designate, in writing, a person or qualified corporation to act as special trustee with respect to any property which the trustee determines may require local management and/or control. Any person or corporation acting as special trustee may resign at any time by written notice to the trustee. Each special trustee shall have the powers granted to the trustee by this instrument, to be exercised only with the approval of the trustee, to whom the net income and the proceeds from sale of any part or all of the property shall be remitted to be administered under this instrument.

6.7 Incapacity. Any person acting or named to act hereunder shall be considered unable to act if such person's attending physician so certifies thereto.

6.8 No Duty To Examine Prior Acts. No successor trustee shall be personally liable for any act or omission of any predecessor. With the approval of the beneficiary then entitled to receive or have the benefit of the income from the trust, a successor trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor trustee without incurring any liability for so doing.

ARTICLE VII - ADMINISTRATIVE PROVISIONS

7.1 Survivorship. For the purposes of this instrument, no person shall be deemed to have survived me if such person shall die within thirty days after my death.

7.2 Taxes, Debts, and Expenses. Upon my death, the trustee shall pay from the principal of the trust property all expenses of my last illness and funeral, costs of administration including ancillary, costs of safeguarding and delivering devises, other proper charges against my estate, and all estate and inheritance taxes and generation-skipping taxes on direct skips which are assessed by reason of my death, except that the amount, if any, (a) by which the estate and inheritance taxes shall be increased as a result of the inclusion of property in which I may have a qualifying income interest for life or over which I may have a power of appointment. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. Assets or funds otherwise excludable in computing Federal estate taxes shall not be used to make the foregoing payments or to satisfy any pecuniary gifts, and the tax effects thereof, shall not be subject to question by any beneficiary.

7.3 Tax Elections. If no personal representative is acting on my behalf, the trustee shall make such elections under the tax laws as the trustee deems advisable, without regard to the relative interests of the beneficiaries, including (but not limited to) the power, exercisable without court approval, to allocate any Federal exemption from the generation-skipping tax to any property with respect to which I am the transferor for purposes of the said tax (whether or not such property is included in my probate estate) and to exclude any such property from such allocation. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections under the tax laws made by the trustee.

7.4 Consolidation of Trusts. The trustee may consolidate and merge for all purposes a trust created hereunder with any other trust created by me or any other person at any time, if the trustee determines such other trust contains substantially the same terms as this trust for the same beneficiary or beneficiaries, and thereafter

may administer such consolidated and merged trusts as one; but if such consolidation and merger does not appear desirable or feasible, the trustee may consolidate the assets of such trusts for purposes of investment and administration while retaining separate records and accounts for the separate trusts.

7.5 Funding of Trusts. For purposes of funding any pecuniary gift under this instrument, the trustee shall use the date of distribution value for any property so distributed.

7.6 Accrued Income. Except as otherwise provided, income received after the last income payment date and undistributed at the termination of any estate or interest shall, together with any accrued income, be paid by the trustee as income to the persons entitled to the next successive interest in the proportions in which they take that interest, subject, however, to any power of appointment.

7.7 Small Trust Termination. If at any time a trust hereunder has a market value as determined by the trustee of \$50,000 or less, the trustee, in the trustee's sole discretion, may terminate such trust. In addition, a corporate trustee, in its sole discretion, may terminate the trust if the corporate trustee determines that the cost of continuance thereof will substantially impair accomplishment of the purposes of the trust. Upon termination, the trustee shall distribute the trust property proportionately to the persons then entitled to receive or have the benefit of the income therefrom.

7.8 Perpetuities Savings. No trust created herein shall continue for more than twenty-one years after the death of the last to die of myself and the beneficiaries in being at the death of the first to die of my wife and me. Any property still held in trust at the expiration of that period shall immediately be distributed to the persons then entitled to receive or have the benefit of the income therefrom in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.

7.9 Interpretation and Construction. In the management, investment and distribution of a trust, the trustee shall consider vested and first beneficiaries as the trustee's primary interest and responsibility, and the trustee shall consider contingent and/or remainder beneficiaries as the trustee's secondary interest and responsibility.

7.10 POSSESSORY RIGHT TO HOMESTEAD. I hereby reserve in any trust property that would otherwise qualify for the homestead real estate tax exemption a beneficial interest for my life, such interest being equitable title to such real estate.

ARTICLE VIII - FIDUCIARY PROVISIONS

8.1 Powers. Any trustee serving hereunder shall have all of the powers from time to time conferred upon trustees by law, including Section 737.402 of the Florida Statutes, as amended from time to time, except to the extent a power would conflict with this instrument, in which case the provisions of this instrument shall control. In addition to such powers, any trustee serving hereunder is specifically authorized:

a. To retain any property (including stock of any corporate trustee hereunder or a parent or affiliate company) originally constituting the trust or subsequently added thereto, although not of a type, quality or diversification considered proper for trust investments;

b. To invest and reinvest the trust property (including that of any corporate fiduciary hereunder or a parent or affiliate company) in bonds, stocks, mortgages, bank deposits, options, futures contracts, limited partnership interests, notes or other property of any kind, real or personal, domestic or foreign, suitable for the investment of trust funds, including any participation in any common trust fund; to deposit or arrange for the deposit of securities in a central depository;

c. To cause any property, real or personal, belonging to the trust to be held or registered in the trustee's name or in the name of a nominee or in such other form as the trustee deems best without disclosing the relationship;

d. To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the possession of the trustee of voting discretion would subject the issuing company or the trustee to any law, rule or regulation adversely affecting either the company or the ability of the trustee to retain or vote company securities, shall be voted as directed by the beneficiaries then entitled to receive or have the benefit of the income from the trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefor;

e. To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;

f. To borrow money from any lender, extend or renew any existing indebtedness and mortgage or pledge any property in the trust;

g. To sell, without the necessity of authorization by any court, at public or private sale, contract to sell, convey, exchange, transfer and otherwise deal with the trust property, real or personal, and any reinvestments thereof, and to sell put and covered call options, from time to time for such price and upon such terms as the trustee sees fit;

h. To employ agents, attorneys and proxies and to delegate to them such powers as the trustee considers desirable;

i. To compromise, contest, prosecute or abandon claims in favor of or against a trust created hereunder;

j. To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment need be made to compensate for a disproportionate allocation of unrealized gain for Federal income tax purposes; to value the trust property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the trustee pursuant to this subsection shall be subject to question by any beneficiary; provided, however, in exercising the foregoing judgment, the trustee shall act in fair and impartial manner with respect to all beneficiaries such that the exercise of the judgment of the trustee in the selection and valuation of assets to be divided, distributed or allocated shall not jeopardize the intended estate and transfer tax results of such gifts, including any otherwise available marital or charitable deduction;

k. To deal with, purchase assets from, or make loans to, the fiduciary of any trust made by me or any member of my family or a trust or estate in which any beneficiary under this instrument has an interest, though a trustee hereunder is the fiduciary or a beneficiary; to deal with a corporate trustee hereunder individually or a parent or affiliate company;

l. To establish out of income and credit to principal reasonable reserves for depletion, but reserves for depreciation shall not be established except to the extent that the trustee determines that readily marketable assets in the principal of the estate or trust will be insufficient for any renovation, major repair, improvement or

replacement of such property which the trustee deems advisable;

m. To elect, pursuant to the terms of any employee benefit plan, individual retirement plan or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election;

n. To transfer the situs of any trust property to any other jurisdiction as often as the trustee deems it advantageous to the trust;

o. To take such action in collecting the proceeds of any life insurance payable to the trustee (after deducting all charges by way of advances, loans or otherwise) as the trustee deems best, paying the expense thereof from the trust property, but the trustee need not enter into litigation to enforce payment on a policy until indemnified to its satisfaction against all expenses and liabilities which might result therefrom; the insurance company shall not take notice of the provisions of this trust instrument or see to the application of the proceeds, and the trustee's receipt to the insurance company shall be a complete release for any payment made;

p. To buy, sell and trade in securities of any nature, including short sale on margin, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the trustee; and

q. To perform other acts necessary or appropriate for the proper administration of a trust created hereunder; including to execute and deliver necessary instruments and give full receipts and discharges.

8.2 Accounting. The trustee shall render an account of trust receipts and disbursements and a statement of assets, at least annually, to each adult beneficiary then entitled to receive or have the benefit of the income from the trust. Any person entitled to receive an accounting, or a person legally entitled to act for such person, shall state in writing any objections to an accounting and deliver the objections to the trustee within six months after receipt of a copy of the accounting. Failure to object in this manner shall constitute a waiver of objections. The waiver shall be binding as to all matters stated in the accounting, or as shown by it, upon all persons claiming under the waiving beneficiary, whether or not in being, who are then or thereafter may become eligible to share in either the principal or the income of the trust for which the accounting is made.

8.3 Reliance on Opinions. Any trustee may rely in good faith upon the written opinion of an attorney, any facts stated in any instrument in writing and believed true or any other evidence deemed sufficient. Any individual trustee shall be saved harmless from any liability for any action such trustee may take, or for the failure of such trustee to take any action, if done in good faith and without gross negligence.

8.4 Donee's Will. In disposing of any trust property subject to a power of appointment by Will, the trustee may rely upon an instrument admitted to probate in any jurisdiction as the will of the donee or may assume that such donee died intestate if the trustee has no notice of a Will within three months after the donee's death.

8.5 Common Fund. For convenience of administration or investment, the trustee may hold the several trusts (if more than one created hereunder) as a common fund, dividing the income proportionately among them, assign undivided interests to the several trusts, and make joint investments of the funds belonging to them.

8.6 Trustee's Certificate. A certificate signed by any trustee under this instrument and acknowledged by such trustee before a notary public shall be conclusive evidence upon all persons and for all purposes of the facts stated in the certificate respecting the terms of this instrument and the identity of the trustee who, from time to time, is serving under it.

8.7 Reduction or Release of Powers. Any trustee shall have the power to release or renounce any power, privilege, or right (including this power), or the power to reduce the scope and extent of any power, privilege or right (including this power). If there is more than one trustee of this trust, this power may be exercised by any one trustee, individually, or by all trustees, collectively.

ARTICLE IX - MISCELLANEOUS PROVISIONS

9.1 Spendthrift. Prior to the actual receipt of a distribution by any beneficiary, no property (income or principal) distributable under any trust hereunder shall be subject to anticipation or assignment by any beneficiary, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be absolutely and wholly void. This provision shall not limit the exercise of any power of appointment or disclaimer.

9.2 Additional Contributions. Any person shall have the right, from time to time, to grant, transfer or convey, either by inter vivos transfer or by Will, to the trustee such additional property as such person shall desire to become a part of the trusts hereby created and, subject to acceptance by the trustee, such additional property shall be allocated to the trusts on the basis specified in the instrument by which such property is transferred, and shall thereafter be held, administered and distributed by the trustee in accordance with the provisions of this instrument. If the addition of property is made by Will, the trustee shall accept the statement of the personal representative that the assets delivered to the trustee constitute all of the property to which the trustee is entitled, without inquiring into the personal representative's administration or accounting.

9.3 Disclaimers. Any beneficiary of any trust hereunder shall have the right to disclaim any part or all of such beneficiary's interest in said trust. Said disclaimer may be effected through compliance with the requirements of the laws of any jurisdiction in which said trust may be administered. Alternatively, the trustee may act upon any written disclaimer of any interest, in whole or in part, in my estate or any trust arising under this instrument, provided any such written disclaimer is in compliance with Sections 2046 or 2518 of the Internal Revenue Code (whichever applies) and the valid regulations thereunder (each as may be amended). In the event any beneficiary is legally incapacitated or otherwise unable to act in his or her own behalf, the trustee may accept the disclaimer of the legal or natural guardian (or other authorized representative) of said beneficiary without the necessity of court approval.

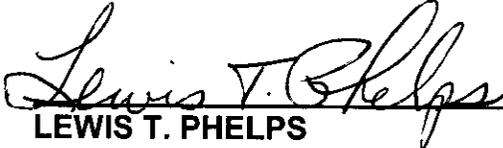
9.4 Definitions. References in this instrument to "descendant" or "descendants" mean lawful lineal blood descendants of the first, second or any other degree of the ancestor designated; provided, however, that such references shall include, with respect to any provision of this instrument, descendants who have been conceived at any specific point in time relevant to such provision and who thereafter survive birth; and provided further that such references shall also include a child adopted while a minor (but not an adopted adult child) and such adopted minor child's lawful lineal descendants by blood or adoption. References in this instrument to the "marital deduction" are to the deduction allowed under Section 2056 of the Internal Revenue Code. References in this instrument to the "generation-skipping tax" or to "generation-skipping taxes" are to the tax imposed by Chapter 13 of Subtitle B of the Internal Revenue Code. References in this instrument to various provisions of the "Internal Revenue Code" are to such designated provisions of the Internal Revenue Code of 1986, as amended, or any corresponding statute hereafter in effect.

9.5 Construction. The section headings used are for convenience only and

shall not be resorted to for interpretation of this instrument. Wherever the context so requires, the masculine, feminine or neuter gender shall include the other two genders, the singular shall include the plural and the plural shall include the singular. No discretionary power to make principal distributions which is given a trustee who is also a beneficiary shall be construed by the trustee or others as a power exercisable by such trustee in other than a fiduciary capacity.

9.6 Governing Law. The law of the State of Florida shall govern the validity and interpretation of the provisions of this instrument.

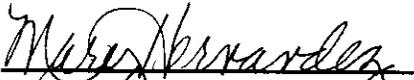
IN WITNESS WHEREOF, I hereunto sign my name to this Declaration of Trust in the presence of the witnesses, who shall hereafter subscribe their names hereto as attesting witnesses, this 9th day of June, 1999.


LEWIS T. PHELPS

ACCEPT:


LEWIS T. PHELPS, as Trustee

We certify that the above instrument was signed, declared and published by LEWIS T. PHELPS as his Declaration of Trust in our presence, and that we, in the presence LEWIS T. PHELPS and in the presence of each other, have signed our names as witnesses thereto, believing the declarant to be of sound mind at the time of signing.

 residing at Naples, Florida,
 residing at Naples, Florida

STATE OF FLORIDA
COUNTY OF COLLIER

We, the undersigned Settlor and MARY HERRANDEZ and Teresa Murrell, the witnesses, respectively, whose names are signed to the foregoing instrument, being first duly sworn, do hereby declare to the undersigned officer that LEWIS T. PHELPS, in the presence of the witnesses, signed the foregoing instrument and that he signed voluntarily and that each of the witnesses in the presence of LEWIS T. PHELPS, at his request, and in the presence of each other signed the instrument as a witness, and that to the best of the knowledge of each witness, LEWIS T. PHELPS was at the time eighteen or more years of age, of sound mind and under no constraint or undue influence.

Lewis T. Phelps
LEWIS T. PHELPS

Mary Hernandez
Witness

Teresa Murrell
Witness

Before me, a notary public authorized to take acknowledgments in the State and County last aforesaid, this day personally appeared LEWIS T. PHELPS to me known to be the person described herein by examination of either [] personally known or [] driver's license and who executed the foregoing instrument, who did take an oath, and acknowledged to and before me that he executed the same for the purposes therein expressed.

Witness my hand and official seal this 9th day of June, 1999.

Philip M. Francoeur, Jr.
Notary Public (SEAL)
My Commission Expires:



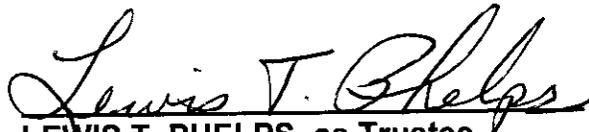
Philip M. Francoeur, Jr.
MY COMMISSION # CC588280 EXPIRES
September 25, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

DECLARATION OF TRUST

SCHEDULE "A"

Received from the following assets for deposit to the above-captioned trust:

Dated: 6-9-99


LEWIS T. PHELPS, as Trustee

Prepared by:
Bob Murrell, Esq.
800 Laurel Oak Drive
Naples, FL 34108
Telephone 239-596-9522