

Prepared by:
James S. Welch, Esquire
Post Office Box 1761
Lakeland, FL 33802

Inst. # 1998-16153

**THE
JOHN C. MATEJKA
REVOCABLE LIVING TRUST**

THIS DECLARATION OF TRUST, is signed in the City and State, by the Settlor and the Trustee as are stated in Article 16. The term "Trustee" includes Trustees and successor Trustees. Wherever the context requires, the singular includes the plural, and the masculine includes the feminine and neuter. The name of this Trust shall be the JOHN C. MATEJKA REVOCABLE LIVING TRUST.

ARTICLE 1. SETTLOR'S POWERS:

A. DURING LIFETIME: The Settlor reserves the right at any time or from time to time to amend or revoke this Trust in whole or in part, by written instrument signed by him and delivered to the Trustee, and to add, substitute or remove any trust property. Upon revocation of this instrument in its entirety, the Trustee shall deliver to the Settlor or as he may direct in the instrument of revocation, his respective shares in the trust property.

B. By Will: The Settlor reserves the right to add property to this Trust by Will.

ARTICLE 2. TRUST PROPERTY:

The Settlor has delivered to the Trustee all of Settlor's interest in the property described in Article 17. The Settlor declares that regardless of how such property was acquired, or how titled, including policies of insurance, and any additional property later transferred to the Trustee, and all principal receipts, reinvestments, refunds and replacements, such property shall for all purposes of this Trust be held in one trust for the benefit of the Settlor.

The Trustee may also be named as Beneficiary of any employee benefit plans and retirement plans, and may elect the mode of payment which appears to be the most advantageous to the trust and the beneficiaries, if not previously elected.

The Trustee acknowledges receipt of such property and agrees to hold in trust, manage and distribute the property and property later added to the Trust by the Settlor, or any other person, as provided in this Trust.

ARTICLE 3. DISPOSITIVE PROVISIONS:

A. During Settlor's Lifetime: During the Settlor's lifetime, the Trustee shall pay to or for the benefit of the Settlor all of the net income of the trust assets, in at least quarter-annual payments, and so much of the principal of the trust assets as the Settlor may from time to time direct by written instrument delivered to the Trustee.

B. Upon The Death of the Settlor: Upon the death of the Settlor, the Trustee shall from the trust estate:

1. Pay all just debts, expenses of last illness, and burial expense, to the extent that these items shall not be paid or the

responsibility for their payment be assured by some other person or estate, except that the Trustee, in its discretion, shall not be required to pay and discharge, both as to principal and interest, any valid lien, mortgage, or charge against any real property, including buildings and improvements, but may elect to treat such as a continuing debt.

2. The Trustee shall then divide the balance of the trust assets into separate individual shares for each of the beneficiaries named in Article 16 B in the proportions (percentages) indicated. The Trustee shall then hold, manage and distribute each separate share to or for each beneficiary as follows:

a) The principal and any accumulated income of each share for a beneficiary age twenty-five (25) years or older, a corporate beneficiary, shall be distributed to that beneficiary immediately upon being divided by the Trustee into separate shares. The principal and any accumulated income of the share of a deceased beneficiary shall be distributed as provided in Article 16 B.

b) The net income and principal of any beneficiary's share under the age of twenty-five (25) years shall be applied for the health, support, maintenance and education of the beneficiary as the Trustee in its sole discretion may deem proper, without regard to the duty of any persons to support the beneficiary and without regard to any other funds which may be available for the purpose, any unapplied income to be accumulated. The remaining principal of the beneficiary's share and all accumulated income shall be distributed to that beneficiary upon reaching the age of twenty-five (25) years, or, upon his prior death, to that beneficiary's lineal descendants in equal shares per stirpes, unless otherwise provided in Article 16.B.

c) If all of the beneficiaries of the trust(s) die prior to vesting in them of the assets of the trust, or any corporate beneficiary shall for any reason be unable to accept its respective distribution, leaving no one to take under the above provisions, then such share or shares shall be distributed equally to the Settlor's heirs and distributees determined at the death of the last to die of such beneficiaries or the date of the Settlor's death, which ever shall last occur; unless otherwise provided in Article 16 B.

3. The interest of each beneficiary and all payments of income or principal to be made to or for any beneficiary shall be free from the interference or control of any creditor or spouse of the beneficiary and shall not be capable of anticipation or assignment by the beneficiary.

4. Regardless of anything in this Trust to the contrary, the trusts created shall terminate not later than twenty-one (21) years after the death of the Settlor and all beneficiaries described in Article 16 B, and the issue of each beneficiary living at the date of this trust. Upon that date, unless previously terminated, the Trustee shall distribute the principal and all accumulated income of each proportional share to the beneficiary for whom it was held, or in the case of a minor, to the minor's parent or guardian.

ARTICLE 4. TRUSTEE'S POWERS:

The Trustee shall have all the powers set forth in Florida Statute 737.402 as in effect on the date hereof, the provisions of which are expressly incorporated herein by reference, except the limitations on the Trustees right to make discretionary distributions of principal and income as set out in Section 737.402(4) do not apply. The Trustee shall have the following powers, which are in addition to all common law and statutory

powers, and in addition to all other powers granted to the Trustee by this Trust, which shall continue after the termination of any of the trusts created by this Trust for the purpose of the distribution of all or any portion of the trust property, and which may be exercised at any time by the Trustee without approval from any court:

(A) To purchase or sell at public or private sale, or to exchange, grant options to purchase, lease, pledge, improve, repair, manage, insure, operate, control, and mortgage, in such manner and on such terms as the Trustee in its sole discretion may deem advisable, any property, real or personal, which at any time may constitute a part of the trust property.

(B) To purchase any assets from the Settlor's estate at fair market value in such quantities as the Trustee deems advisable, and to loan all or a portion of the trust property to the Settlor's testamentary estate, upon such terms and in such amount as the Trustee deems advisable, and with or without taking security.

(C) To borrow money for any purpose, with or without security and to pledge securities or other property, without regard for the term of the trust(s).

(D) To execute all deeds, assignments, mortgages, leases or other instruments necessary or proper for the exercise of any power granted to the Trustee.

(E) To invest or reinvest in and retain as an investment any property which in the opinion of the Trustee is suitable for the purpose of the Trust, although of kind or an amount which otherwise might not be regarded as a proper trust investment, and specifically, but without limitation, to invest in one or more mutual funds, limited partnerships, bonds, annuities, and annuity funds; provided, however that the Settlor may specify in a writing delivered to any Trustee, the kind, amount and date of any investment of all or part of the Settlor's share of the trust property to be made by the Trustee and the broker-dealer or registered representative through whom the investment shall be made.

(F) To enter into any withdrawal plan with any mutual funds authorizing payment to the Settlor, or to any other beneficiary, of a specified monthly or quarterly amount payable from income dividends, capital gains distributions, and, to the extent necessary, from the proceeds of liquidation of shares of any mutual fund authorizing reinvestment of income dividends and capital gains distributions and permitting further periodic or other investment in any mutual fund, to deposit shares of any mutual fund with a custodian or other agent, and to keep any or all securities constituting a part or all of the trust property in the name of a custodian or other agent pursuant to any withdrawal plan or accumulation plan. Neither the custodian nor other agent, nor the fund, nor its transfer agent shall be under any duty to inquire beyond the provisions of this subparagraph into the powers or duties of the Trustee, and to that extent the provisions of this subparagraph shall supersede any other provisions of this Trust. Neither the custodian, nor other agent, nor the fund, nor its transfer agent shall be required to see to the application of any payments made pursuant to any withdrawal plan, nor shall they assume the responsibility for the validity of this Declaration of Trust or any of its provisions.

(G) To vote either in person or by general or limited proxy, or to refrain from voting, any corporation stock for any purpose not inconsistent with the trust(s) as will in the sole discretion of the Trustee be most beneficial for the Settlor during his lifetime, and thereafter for the named beneficiaries.

(H) To deposit any securities constituting a part or all of the trust property with or under the direction of any committee formed to protect the securities and to participate in, consent to or carry out any reorganization, consolidation, merger, liquidation, readjustment of the financial structure, or sale of the assets of any corporation or other organization and to exercise conversion and subscription rights, and hold any property received pursuant to any exchange, deposit, conversion or subscription as part of the trust property.

(I) To keep any or all securities or other property constituting a part or all of the trust property in the name of another person, or of a partnership or corporation, or in the name of the Trustee, or of any one or more of them, without disclosing their fiduciary capacity.

(J) To determine how all receipts from any source and all disbursements for any purpose shall be credited, charged or apportioned between the trust property and the income of the trust property, all without regard to general rules of law, and specifically, but without limitation, to make that determination in regard to stock and cash dividend rights, and all other receipts in respect of ownership of stock.

(K) To purchase or retain stock which pays dividends in whole or in part, otherwise than in cash.

(L) To pay, prosecute, extend, renew, modify, contest or compromise, upon such terms as the Trustee may determine, and upon such evidence as the Trustee may deem sufficient, any obligation or claim, including taxes, either in favor of or against the trust property, or the income of the trust property.

(M) To employ attorneys, banks, brokers, custodians, investment counsel and other agents, and to delegate to them duties, rights and powers of the Trustee, including, among others, the right to vote on shares of stock constituting a part or all of the trust property, for periods and purposes as the Trustee in its sole discretion may deem advisable. Any agent shall be eligible to be so employed and to receive and retain reasonable compensation or commission for services rendered, the same to be in addition to the compensation which such Trustee would otherwise be entitled to receive for services as a Trustee.

(N) To receive property in trust from the Settlor, or from any other person, whether by will or otherwise.

(O) To determine whether and to what extent income of the trust property shall be transferred to the trust property with respect to the amortization, depreciation or depletion of any of the trust property, all without regard to the general rules of law on the subject.

(P) To hold, manage, invest and account for the principal of each trust under Article 3 either as a separate fund or commingled with the principal of any or all of the other trusts as a single fund, as the Trustee in its sole discretion may determine, and if commingled as a single fund, making the division only upon books of account and allocating to each trust its proportionate part of the principal and income of the common fund, and charging against each trust its proportionate part of the common expenses, which expenses may be further apportioned between the income and principal of each trust under subparagraphs (J) and (O).

(Q) To buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge

any securities held or purchased by them with such brokers as security for loans and advances.

(R) To elect the mode of payment which appears to be the most advantageous to the trust and beneficiaries, if not previously elected, of any employee benefit plans or retirement plans wherein the Trustee is named as beneficiary.

(S) To continue to participate in any business or other enterprise at the risk of the trust estate and to effect incorporation, dissolution or other change in the form or organization of the business or enterprise.

(T) To obtain a Safe Deposit Box in the name of the Trust and its Trustees.

At any time that the Settlor, Co-Trustees or any successor Trustee is acting as a Trustee, the sole signature of the Settlor, Co-Trustee or of a successor Trustee as a Trustee shall be sufficient to execute proxies or powers of attorney to vote any securities or represent the Trustee as the holder or owner of any securities or other assets, to execute stock powers or other endorsements of securities of any other negotiable instruments registered, issued or drawn in the name or to the order of the Trustee, for the purpose of effecting assignment, transfer or deliver, and to sign checks or orders to pay on deposits, account or credit balances of the Trustee with any bank, banker, broker or trust company.

No person or corporation dealing with the Trustee shall be required to investigate the Trustee's authority for entering into any transaction or to see to the application of the proceeds of any transaction.

ARTICLE 5. S CORPORATIONS:

If at the time of any Settlor's death, that Settlor's share of this Trust is composed of any stock in a corporation that has continued its election to be taxed under Section 1361 through 1379 of the Internal Revenue Code of 1986, as amended, then the Trustee may, in the Trustee's sole discretion, within two (2) years of the date of Settlor's death, affirmatively refuse to consent to the continuation of such election, and the determination of the Trustee shall be binding upon all persons having any interest under this Trust. The Trustee is authorized, in the Trustee's sole discretion, to cause any corporation whose shares are being held as an asset of the Trust to be taxed pursuant to the provisions of Section 1361 through 1379 of the Internal Revenue.

ARTICLE 6. PAYMENTS TO PERSONS UNDER DISABILITY:

Whenever the trust property or any income of the trust property shall become payable, or is required to be paid pursuant to the provision of Article 3 to a minor or to a person not adjudicated incompetent, but who by reason of illness or mental or physical disability or incapacity is under such disability, the Trustee upon receipt of a written certificate to that effect from the beneficiary's physician, or if the beneficiary has no physician or the physician is unavailable, from a licensed medical doctor of the Trustee's own choosing, may then make payment in the Trustee's sole discretion: (a) directly to the beneficiary; (b) to the legally appointed guardian or conservator or other legal representatives of the beneficiary; (c) to some near relative of the beneficiary to be applied for the beneficiary; or, (d) by expenditure by the Trustee for the health, support, maintenance and education of the beneficiary, and the payment or expenditure shall be a full release of the Trustee in each instance.

ARTICLE 7. DISTRIBUTION OF TRUST PROPERTY:

When distribution of trust property is made pursuant to any provision of this Trust, the Trustee is authorized and empowered in its sole discretion to make distribution in kind or in cash, or partly in both. The determination of the Trustee as to the value of any property for the purpose of any distribution shall be binding and conclusive upon all persons who are then or may later become entitled to share in the trust property.

ARTICLE 8. TRUSTEES:

Any Trustee may resign at any time by giving at least thirty (30) days written notice of its intention to do so, delivered personally or by registered mail to the remaining Trustee, or if none, to at least one beneficiary. In the case of death, resignation, disability or incapacity of any prior Trustee, established by receipt of a written certificate to that effect from the prior Trustee's physician, or if none, or if unavailable, from a licensed medical doctor of the succeeding Trustee's own choosing, the person or organization named in the next succeeding item of Article 16 A shall be the Trustee, and the person or organization named in the following item of Article 16 A shall be the successor Trustee. Any Trustee may in its discretion appoint a Co-trustee. The last successor Trustee may appoint a successor Trustee. Any successor Trustee shall be deemed to be in office and entitled to act upon delivery of its written acceptance of this Trust to an acting Trustee, or if none, to at least one beneficiary. Any Co-trustee may delegate its powers in writing to the other Trustee for a period not to exceed six (6) months, may revoke that designation, and may successively renew it. Any successor Trustee shall have all the powers, immunities and discretions given to the original Trustee. No Trustee shall be required to give bond for the performance of its duties, or if required to give bond for the performance of its duties, or if required by law, no surety shall be required on such bond. No Trustee shall be liable for anything done or omitted to be done in good faith, nor for any acts of any Co-trustee, nor for the acts or omissions of any agent appointed with due care, nor for anything other than its own willful default or gross negligence. Any Trustee hereunder shall be entitled to reasonable compensation for its services, and to reimbursement for expenses.

In the event of incapacity or disability of the Settlor, the Trustee may, in its discretion, continue any plan of giving initiated by the Settlor, whether it be charitable or for the purpose of reducing Estate Taxes.

A surviving Co-Trustee shall be entitled to act as the sole Trustee in the administration of this Trust; however a Co-trustee may be appointed by the surviving Co-trustee.

ARTICLE 9. TAXES:

On the death of the Settlor the Trustee shall pay out of the trust estate, upon the request of the legal representative of the Settlor's probate estate, if any, such sums as the representative shall state to be necessary for payment of federal estate taxes and state taxes resulting from the Settlor's death, whether or not attributable to property subject to probate administration or any other expenses incurred in the settlement of the Settlor's estate. If at the time of the Settlor's death, the Trustee holds as part of the Trust property, United States Treasury Bonds ("flower bonds") redeemable at par for the payment of federal estate taxes, then regardless of anything in this Trust to the contrary, the Trustee shall apply such bonds unto the whole thereof to the payment of federal estate taxes due by reason of the Settlor's death. Any taxes on future or contingent interests may, in the Trustee's

discretion, be settled or compromised and paid at any time or times before those taxes become due. In the event that no representative of the Settlor's probate estate is appointed, then the Trustee shall in its sole discretion determine the sums payable for these purposes.

ARTICLE 10. INSURANCE:

The Settlor may deposit with the Trustee any policies of insurance owned by the Settlor, but at any time before such Settlor's death, the Settlor shall have the right to withdraw any or all of such policies from the possession of the Trustee for any purpose. During the life of the Settlor, the Trustee shall be under no obligation to pay premiums on any policies deposited with it.

The Trustee may purchase life insurance on the Settlor's life, or be named as Beneficiary of death proceeds of policies of life insurance. Such death benefit proceeds will be subject to all the terms of this trust instrument.

After the Settlor's death, the Trustee shall make a reasonable effort to collect the proceeds of any policies of insurance. The Trustee may obtain reimbursement out of the trust property for any advances made or expenses incurred in attempting to collect insurance proceeds. No insurance company shall be responsible for the execution of any provisions of this Trust.

Upon the death of the Settlor, the Trustee shall allocate the proceeds of all insurance policies between the designated beneficiaries of the trust property, in such proportions as designated herein in this trust agreement.

ARTICLE 11. PLACE OF EXECUTION AND SELECTION OF SITUS:

The Trust is executed within and shall be initially governed by the laws of the State of the Settlor's residence as of the date of the execution of this Trust, and all rights of the persons who now or later may become entitled to share in the principal or income of the trust property shall be determined in accordance with those laws until selection of other "situs" has been made. The Trustee shall select that "situs" as in its sole opinion best carries out the Settlor's purposes, and may change "situs" whenever it seems best to the Trustee, regardless of anything in this Trust to the contrary.

ARTICLE 12. TRUSTEE AMENDMENT OF ADMINISTRATION PROVISIONS:

The Trustee may, upon giving notice to each beneficiary, amend, either in whole or in part, any administrative provision of this Trust which causes unanticipated tax liability, or conform the administrative provisions of the Trust to the requirements of the taxing authorities, as well as any particular state law requirements. The Trustee is, therefore, expressly authorized to enter into any agreements with the Internal Revenue Service or any other governmental body and to execute any documents as will, in the discretion of the Trustee, tend to minimize the taxes resulting from this Trust.

ARTICLE 13. CONSTRUCTION:

The paragraph headings and article numbers used are for convenience only and shall not be resorted to for interpretation of the Trust. If any portion of this Trust is held to be void or unenforceable, the balance shall nevertheless be carried into effect.

ARTICLE 14. CERTIFIED COPIES:

To the same effect as if it were the original, anyone may rely upon a copy certified by a notary public to be a true copy of this Declaration of Trust (and attachments, if any). Anyone may rely fully upon any statements of fact certified by one who appears from the original Declaration or an executed counterpart or a certified copy to be the Trustee.

ARTICLE 15. PURPOSE:

The purpose of this Trust, among others, is to provide for the management of the Settlor's assets, both presently and during any future period of disability; being a preferred alternative to guardianship proceedings; and a simplified means of accomplishing both lifetime and death transfers of those assets.

ARTICLE 16. ESSENTIAL INFORMATION:

A. Place of Execution and Names:

- (1) City and State: Lakeland, Florida
- (2) Settlor: JOHN C. MATEJKA
- (3) Original Trustee: JOHN C. MATEJKA
- (4) First Successor Trustee: GARWOOD VAVAK
- (5) Second Successor Trustee: DENISE SIERRA

B. Final Distribution shall be as follows:

I direct my Trustee to distribute my Trust Estate to GARWOOD VAVAK and DENISE SIERRA, in equal shares, share and share alike, or the survivor thereof.

ARTICLE 17. LIST OF ENTRUSTED ASSETS:

A. All furniture, furnishings, fixtures and personal items which I now own or may hereafter acquire that do not require documentary evidence of ownership, and all real estate and assets requiring documentary evidence of ownership that are simultaneously transferred herewith or are hereafter titled in the Trustee of this Trust for the purposes stated herein, it being the intention of the Settlor to transfer all, or substantially all of his assets, present and future, to this Living Trust in order to have little or no probate estate. The Settlor may however, leave a written memorandum with his other important papers devising specific items of personal property to certain beneficiaries. Any such memoranda, if any, shall be given effect.

B. The sum of One Hundred Dollars (\$100.00).

Signed and dated this 28th day of July, 1997.


Nadine Hess
Witness

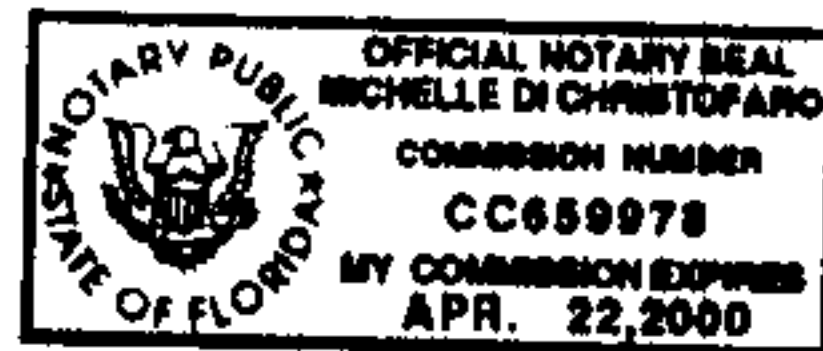
James S. Welch
Witness

John C. Matejka
JOHN C. MATEJKA
Settlor and Trustee

STATE OF FLORIDA
COUNTY OF Polk

The Settlor and Trustee, JOHN C. MATEJKA, and the witnesses, James S. Welch and Nadine Hess, duly acknowledged that they executed the preceding instrument as their free act and deed, being subscribed and sworn to before me by JOHN C. MATEJKA, the Settlor and Trustee, and by the witnesses, James S. Welch and Nadine Hess, on the 28th day of July, 1997, all of whom personally appeared before me. JOHN C. MATEJKA is personally known to me or has produced his drivers license as identification. James S. Welch is personally known to me or produced a drivers license as identification. Nadine Hess is personally known to me or has produced a drivers license as identification.


NOTARY PUBLIC
My Commission Expires: _____
My Commission Number is: _____



Inst # 1998-16153

05/05/1998-16153
10:14 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 MCD 30.50

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