

NICK JOSEPH BASIC AND GERALDINE MORRISON BASIC
REVOCABLE INTER VIVOS TRUST AGREEMENT

THIS TRUST INDENTURE, entered into this 27th day of May,
1999, by and between NICK JOSEPH BASIC and GERALDINE MORRISON
BASIC, hereinafter referred to as Settlers, and NICK JOSEPH BASIC
and GERALDINE MORRISON BASIC, hereinafter referred to as Trustees.

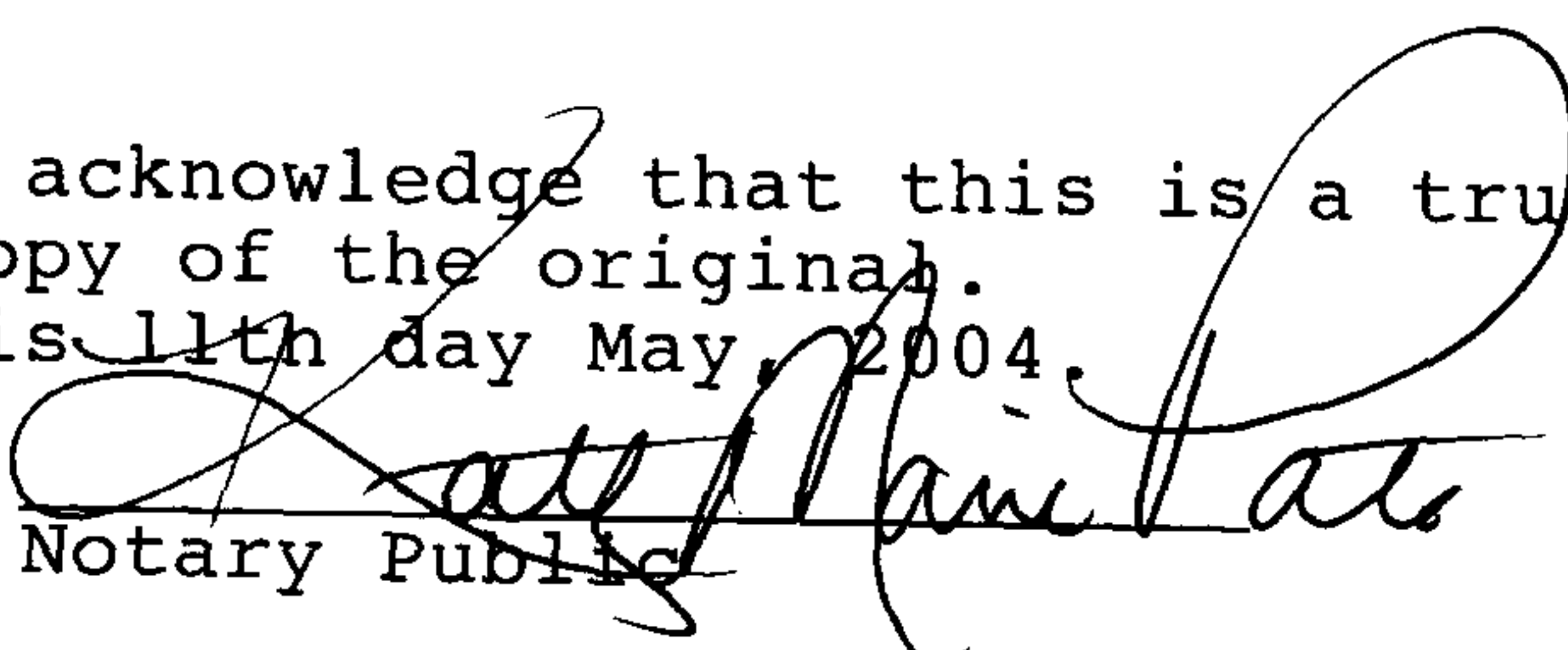
WITNESSETH:

The Settlers do hereby give, assign, transfer and convey to the
Trustees, in Trust nevertheless, the property described in Schedule
"A", attached hereto and made a part hereof, as though fully
recited herein. The Trustees do hereby agree to hold said property
and to administer and distribute the same, together with any
additional property that may be added to the Trust by the Settlers
for the benefit of the Beneficiaries, NICK JOSEPH BASIC and
GERALDINE MORRISON BASIC, in accordance with the terms and
provisions herein contained.

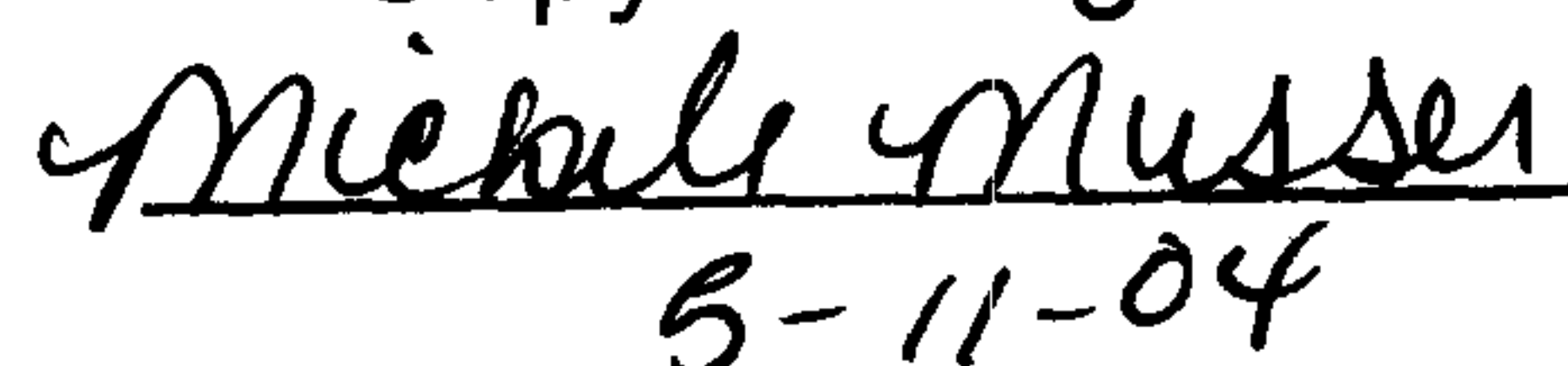
ARTICLE I

The Trustees may at their discretion distribute any portion of
the income or principal from said Trust to the named beneficiaries
or to any other such persons and in proportion as the Settlers may
from time to time direct as said beneficiaries. The Trustees are
also authorized in the exercise of their discretion to apply from
the corpus of the Trust such amounts as they may consider necessary
in order to adequately provide for the support, maintenance and
comfort of the aforesaid beneficiaries.

I hereby acknowledge that this is a true and
actual copy of the original.
Dated this 11th day May, 2004.


Notary Public

True and Correct
Copy of Original


5-11-04



Kathy Marie Pate
MY COMMISSION # CC984622 EXPIRES
December 19, 2004
BONDED THRU TROY FAIN INSURANCE INC

ARTICLE II

The Trustees shall have the following powers to be exercised as the Trustees in their discretion determine to be in the best interest of the beneficiaries.

(a) To obtain any property transferred, devised or bequeathed to the Trustees, or any undivided interest therein, regardless of any lack of diversification, risk or nonproductivity;

(b) To invest and reinvest the Trust estate in any property or undivided interests therein, wherever located, including bonds, notes, secured or unsecured, stocks of corporations, real estate or any interest therein and interests in Trusts, including common Trust funds, without being limited by any statute or rule of law concerning investments by trustees;

(c) To sell any trust property, for cash or credit, at public or private sale; to exchange any trust property for other property; to grant options to purchase or acquire any trust property; and to determine the prices and terms of sales, exchanges and options;

(d) To execute leases and sub-leases for terms as long as ninety nine years, even though such terms may extend beyond the termination of the trust; to subdivide or improve real estate and tear down or alter improvements; to grant easements, give consents and make contracts relating to real estate or its use; and to release or dedicate any interest in real estate;

(e) To borrow money and to mortgage or pledge any trust property;

(f) To take any action with respect to conserving or realizing upon the value of any trust property, and with respect to foreclosures, reorganizations or other changes affecting the trust property; to collect, pay, contest, compromise or abandon demands of or against the trust estate, wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties finding upon and creating a charge against the trust estate, and containing provisions excluding personal liability;

(g) To keep any property in the name of a nominee with or without disclosure of any fiduciary relationship;

(h) To employ agents, attorneys, auditors, depositories and proxies, with or without discretionary power;

(i) To determine the manner of ascertainment of income and principal and apportionment between income and principal of all receipts and disbursements, and to select an annual accounting period;

(j) To receive additional property from any source and add it to and commingle it with the trust corpus;

(k) To enter into any transaction authorized by the Article with trustee or legal representatives of any other trust or estate in which any beneficiary hereunder has any beneficial interest, even though such trustee or legal representative is also Trustee hereunder;

(l) To make any distribution or division of the trust property in cash or in kind or both, and to allot different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or portions, and to determine the value of any such property; and to continue to exercise any powers and discretion herein given for a reasonable period after the termination of the trust, but only for so long as no rule of law relating to perpetuities would be violated;

(m) To compromise any claim existing in favor of, or made against this trust;

(n) To give proxies, to deposit securities with and transfer title to committees representing security holders and to participate in voting trusts, reorganizations, and other transactions involving the common interest of security holders;

(o) To deduct, retain, expend any pay out of any money belonging to the Trust any and all necessary and proper expenses in connection with the operation and conduct of the Trust, and to pay all taxes, insurance premiums on any policy constituting part of the Trust corpus, and other legal assessments, debts, claims or exchanges which at any time may be due an owing by, or which may exist against the Trust:

(p) Where required, to divide all or any part of any property which may be held by the Trustee hereunder into shares, to effect such division by allocating to the several beneficiaries undivided interests in one or more funds or one or more specific items of property held by them.

(q) The trustees are empowered and specifically authorized to invest and re-invest trust funds including the right to buy, sell, trade and deal in stocks, bonds, limited partnership interests, and securities of every nature, and contracts for future delivery of commodities of every nature, on margin or otherwise, including short selling and, in connection therewith, to borrow money and to pledge any and all stocks, bonds, securities, commodities, and contracts for the future delivery thereof.

(r) The trustees may appoint agents to make investment decisions with respect to the assets of the trust to invest and re-invest the assets if the trust on a discretionary basis or otherwise, and to make payment in connection with the investment or re-investment of trust assets.

(s) The Trustees are empowered to delegate power to a single trustee to sign all checks, drafts and other documents that are deemed necessary to transfer, deposit or withdraw cash in any bank accounts.

ARTICLE III

The Trustees may freely act under all or any of the powers of this Agreement given to them in all matters concerning the Trust, after forming their judgement based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the Trust and the beneficiaries hereunder, without the necessity of obtaining the consent or permission of any person interested therein or the consent or approval of any court, and notwithstanding that they may also be acting individually or as trustees of other trusts, or as an agent for other persons or corporations interested in the same matters, or may be interested in connection with the same matters as a stockholder, director or otherwise; provided, however, that they shall exercise such powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries hereunder.

ARTICLE IV

Notwithstanding anything herein contained to the contrary, no power enumerated herein or accorded to the Trustees generally pursuant to law shall be construed to enable any person to purchase, exchange, or otherwise deal with or dispose of the corpus of income of the Trust for less than an adequate or full consideration of money or money's worth,

or to enable any person to borrow the corpus of income of the Trust, directly, without adequate interest or security.

ARTICLE V

If, during the term of the aforesaid Trust, both NICK JOSEPH BASIC and GERALDINE MORRISON BASIC, becomes incompetent, resigns or refuses, or for any reason are unwilling or unable to serve as trustee, then in that event, JULIA HELENE BRACKEEN and KATHERINE MORRISON, shall succeed as Co-Successor Trustees.

ARTICLE VI

Neither the Trustees nor any successor Trustee shall be required to give any bond or other security.

ARTICLE VII

Upon the death of both Settlers, the assets of this trust shall be distributed as follows:

(1) The assets of this Trust shall be divided into two (2) equal shares and distributed one (1) share each to JULIA HELENE BRACKEEN and KATHERINE A. MORRISON, per stirpes.

(2) In the event any beneficiary is under the age of twenty-one (21) at the time of distribution, then that beneficiaries share shall be held in Trust until such time as said beneficiary reaches the age of 21. Trustee shall have discretion to utilize said funds for the health, education and welfare of said beneficiary.

ARTICLE VIII

This Trust may be altered or amended by the Settlers at their discretion provided that such alteration or amendment is executed in a comparable manner to this Trust Document. This Trust may also be revoked and terminated during the lifetime of the Settlers.

ARTICLE IX

Other property acceptable to the Trustees may be added to this Trust by any person whomsoever.

ARTICLE X

The interpretation of this trust shall be governed by the laws of the State of Florida.

Dated this 27th day of May, 1999.

Witnesses:

[Signature]
[Signature]

Nick Joseph Basic
NICK JOSEPH BASIC
Geraldine Morrison Basic
GERALDINE MORRISON BASIC

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly qualified and authorized to administer oaths and take acknowledgements, NICK JOSEPH BASIC and GERALDINE MORRISON BASIC, personally known to me and they executed the foregoing instrument and they acknowledged before me that they executed the same freely and voluntarily for the purposes expressed therein.

WITNESS my hand and seal at Dade City, County of Pasco and State of Florida, this 27th day of May, 1999.

(SEAL)

Elizabeth A Baldwin
NOTARY PUBLIC
My commission expires:



Elizabeth A Baldwin
MY COMMISSION # CC699381 EXPIRES
November 30, 2001
BONDED THRU TROY FAJN INSURANCE, INC.

THIS INSTRUMENT WAS PREPARED BY:
JOHN R. COUNCIL, ESQUIRE
14028 5TH STREET
DADE CITY, FL 33525