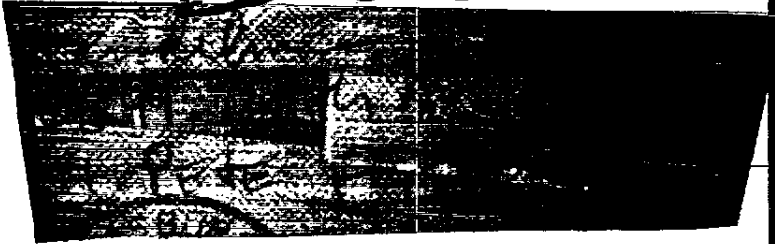


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City/State/Zip

Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- 1. _____
(Corporation Name) (Document #)
- 2. _____
(Corporation Name) (Document #)
- 3. _____
(Corporation Name) (Document #)
- 4. _____
(Corporation Name) (Document #)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

00 FEB -3 AM 9:04

FILED

- Walk in
- Pick up time _____
- Certified Copy
- Mail out
- Will wait
- Photocopy
- Certificate of Status

NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

AMENDMENTS

- Amendment
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

OTHER FILINGS

- Annual Report
- Fictitious Name

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

R. CHESLER FEB 9 1999

Examiner's Initials

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

HANDELMAN FAMILY INSURANCE TRUST

A FLORIDA IRREVOCABLE TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of HANDELMAN FAMILY INSURANCE TRUST

(Name of Trust)

a FLORIDA IRREVOCABLE Trust hereby affirms in order to file or qualify
(State)

HANDELMAN FAMILY INSURANCE TRUST, in the State of Florida.
(Name of Trust)

- Two or more persons are named in the Trust.
- The principal address is 6399 38th Avenue North
St. Petersburg, FL 33710
- The registered agent and office in the State of Florida is:
William N. Handelman
6399 38th Avenue North, St. Petersburg, FL 33710

FILED
00 FEB -3 AM 9:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

William N. Handelman

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.



Lisa Renae Carpenter
My Commission CC876227
Expires October 3, 2003

Lisa Renae Carpenter
NOTARY

Rosicka Grace Walton

Name: Rosicka Grace Walton
Chairman of the Board of Trustees

8504869000

IRREVOCABLE TRUST AGREEMENT

This Agreement made this 1st day of August, 1999, between William N. Handelman, hereinafter referred to as the Settlor and Rosicka Grace Handelman Walton, hereinafter referred to as the Trustee.

The beneficiaries of this Trust are Settlor's children, Rosicka Grace Handelman Walton and Ezekiel Jacob Handelman. (hereinafter referred to singularly as "Beneficiary" and hereinafter referred to collectively as "Beneficiaries").

This Trust may be referred to as the "HANDELMAN FAMILY INSURANCE TRUST", AN IRREVOCABLE TRUST DATED AUGUST 1, 1999.

ARTICLE I
FAMILY IDENTIFICATION

Settlor is not married. Settlor has one natural child with Traci K. Strickland, Ezekiel Jacob Handelman. All references to Ezekiel Jacob's mother are to her. Settlor has two children, Rosicka Grace Handelman Walton an adult to-wit born 5/23/70 and Ezekiel Jacob Handelman, a minor, born 8/11/96. All references to Settlor's children are to them and all references to Settlor's issue shall include them.

ARTICLE II
TRANSFERS TO TRUSTEE

The Settlor has paid over, assigned, granted, conveyed, transferred and delivered, and by this Agreement does hereby pay over, assign, grant, convey, transfer and deliver unto the Trustee, one U.S. ten dollar bill and all other property described in Schedule A, annexed hereto and made a part hereof, and has caused or will cause the Trustee to be designated as owner and/or beneficiary of those life insurance policies described in Schedule B, annexed hereto and made a part hereof. These insurance policies, and any other insurance policies that may be delivered to the Trustee hereunder or under which the Trustee may be designated as owner and/or beneficiary, the proceeds of all such policies being payable to the Trustee, and any other property that may be received or which has been received by the Trustee hereunder, as invested and reinvested (hereinafter referred to as the "Trust or Trust Estate"), shall be held, administered and distributed by the Trustee as hereinafter set forth.

ARTICLE III
INSURANCE POLICIES

A. Rights in policy of Insurance. The Trustee is vested with all right, title and interest in the policy of insurance, and is authorized and empowered to exercise and enjoy, for the purposes of the trust and as absolute owner of the policy of insurance, all

the options, benefits, rights and privileges under the policy, including the right to borrow upon the policy and to pledge it for a loan or loans, the insurance company which has issued the policy is authorized and directed to recognize the Trustee as absolute owner of the policy of insurance and as fully entitled to all options, rights, privileges and interests under the policy and any receipts, releases and other instruments executed by the Trustee in connection with the policy shall be binding and conclusive upon the insurance company and upon all persons interested in this trust. The Settlor relinquishes all rights and powers in the policy of insurance which are not assignable and will, at the request of the Trustee, execute all other instruments reasonably required to effectuate this relinquishment.

B. Payment of Premiums, The Trustee shall be under no obligation to pay the premiums which may become due and payable under the provisions of the policy of insurance, or to make certain that the premiums are paid by the Settlor or others, or to notify any persons of the nonpayment of premiums, and shall be under no responsibility or liability of any kind in case the premiums are not paid, except that it may, but is not required to, apply any dividends received by it on the policy to the payment of premiums. Upon notice at any time during the continuance of this trust that the premiums due upon the policy are in default, or that premiums to become due will not be paid, either by the Settlor or by any other person, the Trustee within its sole discretion, may apply any cash values attributable to the policy to the purchase of paid-up insurance or of extended insurance, or may borrow upon the policy for the payment of premiums, or may accept the cash values of the policy upon its forfeiture. In the event that the Trustee receives the cash value of the policy upon its forfeiture for nonpayment of premiums, this trust shall terminate and the amount received shall be forthwith paid over, free and clear of the conditions of this trust, to the then current income beneficiaries in the same ratio as their interest in the trust income. If William N. Handelman, the insured under the policy of insurance, becomes totally and permanently disabled, within the meaning of the policy, causing any of the payments of premiums, during the pendency of the disability, to be waived, the Trustee, upon receipt of this knowledge, shall promptly notify the insurance company which has issued the policy, and shall take all steps necessary to make the waiver of premium provision effective.

C. Collection of Death Benefits. After the Settlor's death, the Trustee Shall collect the insurance proceeds, death benefits and other property payable to the trust by reason of the Settlor's death. In collecting such proceeds, benefits and other property, the Trustee shall be authorized to elect any optional mode of settlement, and the payment to and the receipt of the Trustee shall be a full discharge of the liability of any insurance company, which company need not take notice of this instrument or see to the application of any payment by the Trustee. The Trustee shall be authorized to institute legal action to enforce payment under any insurance policy, but shall not be required to institute legal action to enforce payment under any insurance policy without indemnification satisfactory to it for any attorney's fees or other resulting expenses.

ARTICLE IV
ANNUAL DEMAND POWER

A. Immediately following any contribution to the trust, each beneficiary may withdraw an amount equal to the lesser of (1) the amount of the contribution divided by the number of the beneficiaries or (2) \$5,000.00 minus the total of the amounts which were subject to the withdrawal right of such beneficiary in connection with previous transfers to the trust during the same calendar year. This demand power takes precedence over any other power or discretion granted the Trustee.

B. The Beneficiaries can exercise this demand power by a written request delivered to the Trustee, If a beneficiary is unable to excise this demand power because of a legal disability, any legally authorized personal representative, including (but not limited to) a guardian, committee, or conservator, may make the demand on the beneficiary's behalf, provided that in no event can the Settlor make the Beneficiary's demand for the Beneficiary regardless of the Settlor's relationship to the Beneficiary. The Settlor requests, but does not demand, that no amounts withdrawn by a personal representative be expended in a manner that would discharge, or satisfy the Settlor's legal obligation to support the Beneficiary.

C. The Trustee must reasonably notify the beneficiary or the person who would exercise the Beneficiary's demand power of the existence of the power and of any contributions made to the trust subject to the power.

D. A Beneficiary may exercise the right granted hereunder by delivering a written instrument to the Trustee at any time on or before, the thirtieth (30th) day after receiving notice of the transfer to the trust that gives rise to the withdrawal right as provided herein above, or the last day of the calendar year of such transfer, whichever is earlier. A Beneficiary's demand power lapses thirty (30) calendar days following the date of the contribution.

E. The Trustee may satisfy a Beneficiary's demand for a distribution by distributing cash, other assets, or fractional interests in other assets, as the Trustee deems appropriate.

F. "Contribution" means any cash or other assets transferred to the Trustee to be held as part of the trust funds. The amount of any contribution is its federal gift tax value, as determined by the Trustee at the time of the transfer.

ARTICLE V
IRREVOCABILITY OF TRUST

This Trust and all interests in it are irrevocable and unamendable, and Settlor or any other person has no power to alter, amend, revoke, or terminate any trust provision or interest, whether under this Trust or any statute or other rule of law. It is the intention

of the Settlor that this instrument shall constitute an irrevocable gift in trust of all property this trust, whether by the Settlor or any other person, shall likewise be irrevocable, and any right, title or reversionary interest therein, of any kind and description, which the Settlor thereof may have or subsequently acquire, by operation of law or otherwise, shall, by the making of such gift to this trust, be renounced and relinquished forever.

ARTICLE VI
DISPOSITION OF TRUST ESTATE
DURING SETTLOR LIFE

During the life of the Settlor, the Trustee shall hold and administer all funds remaining after the exercise or lapse of all demand powers, as follows:

A. The Trustee may, but is not required to, use some or all of the trust's net income and principal to pay premiums on policies of life insurance on the life of the Settlor.

B. After paying any insurance premiums under Paragraph A above, the Trustee, may also pay to or apply for the benefit of the beneficiaries so much of the trust's net income and principal as the Trustee deems appropriate for their health, education, support, and maintenance, adding to principal any income not so paid or expended.

ARTICLE VII
DISPOSITION OF TRUST ESTATE
AFTER SETTLOR'S DEATH

Upon the death of the Settlor, this Trust shall be held, administered and distributed as follows:

A. If Ezekiel Jacob shall survive the Settlor, then commencing with the date of the Settlor's death, the Trustee shall pay to or apply for the benefit of Ezekiel Jacob the sum of \$400,000 . Should Ezekiel Jacob be less than 18 years of age then the \$400,000 shall be paid to and held by Traci K. Strickland in a Trust of her creation for the benefit of Ezekiel Jacob in a manner she so deems beneficial to Ezekiel Jacob. In the event that Traci K. Strickland shall not survive Grantor, then the Trustee may pay to or apply for the benefit of Ezekiel Jacob such sums from the principal of this Trust as in Trustee's sole discretion shall be necessary or advisable from time to time for the health, education, support and maintenance in reasonable comfort of Ezekiel Jacob. However, Trustee shall pay to Ezekiel Jacob from the principal of the Trust \$100,000 upon Ezekiel Jacob's attainment of 21 years of age, \$100,000 upon Ezekiel Jacob's attainment of 25 year of age and the remaining \$200,000 or whatever portion of the principal of the \$400,000 plus any interest earned and accrued upon Ezekiel Jacob's attainment of 30 year of age.

B. The Trustee shall pay to Rosicka Grace and Ezekiel Jacob the equal sums of \$300,000 or of whatever the remaining principal of the Trust is at the time of settlement. However if Ezekiel Jacob is less than 30 years of age then Trustee shall pay to Ezekiel Jacob from the principal of the Trust \$100,000 upon Ezekiel Jacob's attainment of 21 years of age, \$100,000 upon Ezekiel Jacob's attainment of 25 year of age and the remaining share of the Trust plus any interest earned or accrued upon Ezekiel Jacob's attainment of 30 year of age.

D. If the Settlor's children shall survive the Settlor, then upon the death of the Settlor's children, any remaining principal of this Trust, together with any accrued and undistributed income therefrom, shall be paid over, conveyed and distributed to or retained in trust for such appointee or appointees from among Settlor's issue in such manner and in such proportions as the Settlor's children may appoint in and by their Last Wills, making specific reference to the power of appointment herein conferred upon them. In disposing of this Trust, the Trustee shall be protected in relying upon an instrument admitted to probate, in any jurisdiction as the Last Will of the Settlor's children or in acting upon the assumption that the Settlor's children died intestate in case the Trustee has no notice of the existence of a Will of the Settlor's children within Six (6) months after the death of the Settlor's children. In the event the Settlor's children, do not survive the Settlor or in default of the exercise of such power of appointment by the Settlor's children, or insofar as any part of such Trust shall not be effectively appointed, then upon the death of the survivor(s) of the Settlor's children, the entire remaining principal of this Trust, or the part of such trust not effectively appointed shall be divided into equal separate shares so as to provide One (1) share for each then living child of the Settlor's children and One (1) share for each deceased child of the Settlor's children who shall leave issue then living. The share for a living child of the Settlor's children shall be distributed to such child. The share for a deceased child of the Settlor's children who shall leave issue then living shall be distributed per stirpes to such issue.

ARTICLE VIII
FAILURE OF DISPOSITION

If there is ever a failure of disposition of any beneficial interest under this trust, the property comprising such interest shall be distributed to Settlor's heirs as if Settlor had then died intestate, domiciled in Florida and owning such property absolutely.

ARTICLE IX
PAYMENT OF TAXES AFTER SETTLOR'S DEATH

If any part of this Trust is included in Settlor's gross estate for federal estate tax purposes, unless the Settlor's will specifically provides that the estate, succession, death or similar taxes assessed with respect to this Trust be paid otherwise, the Trustee shall pay to the personal representative(s) of the estate of the Settlor for the purposes of paying such taxes, the amount by which such taxes assessed by reason of the Settlor's death shall be increased as a result of the inclusion of this Trust in his estate for such tax purposes.

ARTICLE X
DISCRETIONARY PROVISIONS FOR TRUSTEE
TO DEAL WITH THE ESTATE OF THE SETTLOR
AND MAKE LOANS TO THE PERSONAL REPRESENTATIVE
OF THE SETTLOR

Upon the death of the Settlor, the Trustee may, in Trustee's discretion, purchase assets from the estate of the Settlor at a fair value. The propriety of the purchase, the amount of such assets purchased, and the ascertainment of fair value shall be solely within the discretion of the Trustee. The Trustee shall incur no liability as a result of such purchase or purchases and may continue to hold the same for as long as it deems proper. The Trustee may also in Trustee's discretion lend money or other assets to the estate of the Settlor; sell, lease, exchange or otherwise dispose of assets to or for the benefit of the estate of the Settlor; and guarantee the obligations of the estate of the Settlor and pledge all or part of the assets of the trust estate, as security therefor, all upon such terms and in such manner and with such security as the Trustee may deem advisable for the best interests of the beneficiaries hereunder. The discretion and authority granted the Trustee hereunder shall not be construed as conferring upon the Settlor or his estate any right whatsoever in or any authority over the Trust Estate or any part thereof.

ARTICLE XI
DEFINITION OF TRUSTEE

Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Trustee named herein and to any successor or substitute Trustee acting hereunder, and such successor or substitute Trustee shall possess all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE XII
TRUSTEE COMPENSATION

For its services as Trustee, the individual Trustee shall receive an amount which shall be a reasonable sum for services rendered.

For its services as Trustee, the corporate Trustee, if one is so appointed, shall receive an amount which shall be determined by its Standard Fee Schedule, in effect and applicable at the time of the performance of such services. If no such schedule shall be in effect at that time, it shall be entitled to reasonable compensation for the services rendered.

ARTICLE XIII
CHANGE IN CORPORATE TRUSTEE

Any corporate successor to the trust business of the corporate Trustee designated herein or at anytime acting hereunder shall succeed to the capacity of its predecessor without conveyance or transfer.

ARTICLE XIV
SUCCESSOR TRUSTEE

If Rosicka Grace should fail to qualify as Trustee, hereunder, or for any reason should cease to act in such capacity, Ezekiel Jacob, upon attaining 30 years of age, shall be successor Trustee. In the event Ezekiel Jacob is less than 30 years of age, then Jacquelyn Anne Ralston shall act as Trustee until Ezekiel Jacob attains the age of 30.

Any trustee may resign at any time by written notice to each beneficiary then entitled to receive or have the benefit of the income from the trust. Any trustee hereunder, except Rosicka Grace, may at any time, for or without cause, be removed by the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust. Notice of such removal shall be in writing, signed and delivered to the trustee removed. Such removal shall take effect from the date of such delivery, unless a different date is specified in such notice. No termination fee shall be charged by the Trustee. Upon attainment of 30 years of age, Ezekiel Jacob shall become co-Trustee with a 50% voice in all the actions and decisions of the Trust.

In case of the resignation, refusal, inability to act or removal of every trustee acting or appointed to act hereunder, the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust, shall appoint another successor trustee. As successor Trustee a bank or trust company qualified to accept trusts may be appointed. But, under no circumstances shall the Settlor serve as a Trustee.

Every successor Trustee shall have all the powers given the originally named Trustee. No successor trustee shall be personally liable for any act or omission of any predecessor. With the approval of the beneficiary or a majority in interest of the beneficiaries 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 a predecessor trustee without incurring any liability for so doing.

The parent or guardian of a beneficiary under disability shall receive notice and have authority to act for the beneficiary under this Article. However, under no circumstances can the Settlor receive notice or have authority to act for a beneficiary under this Article regardless of Settlor's relationship to the beneficiary.

No trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court.

ARTICLE XV
TRUSTEE POWERS

The Trustee is authorized in its absolute discretion with respect to any property, real or personal, at any time hold under any provisions of this Trust and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust or by statute or general rules of law:

A. To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although said property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.

B. To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries. The Trustee is specifically authorized to buy, sell and trade in securities of any nature, including all types of option trading, short sales, on margin, and for such purpose to maintain and operate margin accounts with brokers, and to pledge any securities with such brokers as security for loans and advances made.

C. To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or upon credit, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

D. To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

E. To sell or exercise stock subscription or conversion rights.

F. To refrain from voting or to vote shares of stock owned by the Trust Estate at

shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner with respect to any securities constituting a part of the Trust Estate.

G. To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amount's of money as it may deem advisable in connection therewith.

H. To borrow money and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.

I. To enter for any purpose into a lease as lessor or lessee with or without Option to purchase or renew for a term within or extending beyond the term of the trust.

J. To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration.

K. To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

L. To continue and operate any business and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to close out, liquidate, or sell the business at such time and upon such terms as it shall deem best.

M. To collect, receive, and receipt for rents, issues, profits, and income of the Trust Estate.

N. To insure the assets of the Trust Estate against damage or loss and the Trustee against liability with respect to third persons.

O. In buying and selling assets, in leading and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary, capacity.

P. To compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate as the Trustee shall deem best.

Q. To employ and compensate agents, accountants, investments advisors, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, Realtors, and other assistants and advisors deemed by the Trustee needful for the proper administration of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided he was selected and retained with reasonable care.

R. To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

S. To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value.

T. In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his own right, upon such terms and conditions as it may deem best, and to do all acts which it may deem necessary or proper to carry out the purposes of this Trust.

U. To purchase property, real or personal, from the Settlor's general estate upon such terms and conditions as to price and terms of payment as the Settlor's Personal representatives and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Settlor's personal representatives and the Trustee are the same shall in no way affect the validity of this provision.

V. To lend funds to the Settlor's general estate upon such terms and conditions as to interest rates, maturities, and security as the Settlor's personal representatives and the Trustee shall agree, the fact that they may be the same in no way affecting the validity of this provision.

W. To receive property bequeathed, devised or donated to the Trustee by the Settlor or any other person; to receive the proceeds of any insurance policy which

names the Trustee as beneficiary; to execute all necessary receipts and releases to Personal Representatives, donors, insurance companies and other parties adding property to the Trust Estate.

X. To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

Y. To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

Z. To divide property in any trust being held hereunder with an inclusion ratio, as defined in section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero, to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in its sole discretion deems best.

AA. If the Trustee shall act as the Personal Representative of the Settlor's estate, to elect to allocate any portion at all the Settlor's generation-skipping transfer exemption provided for in Code section 2631 or under similar future legislation, in effect at the time of the Settlor's death, to any portion of the Trust or any other trusts or bequests in the Settlor's Will or any other transfer which the Settlor is the transferor for purposes of the generation-skipping tax. Generally, the Settlor anticipates that the Settlor's Personal Representative will elect to allocate this exemption first to direct skips as defined in Code section 2612, unless it would be inadvisable based on all the circumstances at the time of making the allocation.

ARTICLE XVI POSTPONEMENT OF POSSESSION

If any share hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21) years, then such share shall immediately vest in such beneficiary, but notwithstanding the provisions herein, the Trustee shall retain possession of such share in trust for such beneficiary until such beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of such share as the Trustee deems necessary to provide for the support, maintenance, health, and education of such beneficiary, taking into consideration to the extent the Trustee deems advisable any other income or resources of such beneficiary or his or her parents known to the Trustee. Any income not so paid or applied shall be accumulated and added to principal. Such beneficiary's share shall be paid over and distributed to such

beneficiary upon attaining age Twenty-one (21), subject to the provisions of Article VII above; or if he or she shall sooner die, to his or her personal representative. The Trustee shall have with respect to each share so retained all the powers and discretions had with respect to the trusts created herein generally.

ARTICLE XVII DISCRETIONARY PAYMENTS

In case the income or principal under any trust created hereunder or any share thereof shall become payable to a person under the age of Twenty-one (21), or to a person under legal disability, or to a person or their guardian or representative, not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to such beneficiary; (2) to the legally appointed guardian of such beneficiary; (3) by the Trustee using such amounts directly for such beneficiary's health, education, maintenance or support; provided that under no circumstances shall such amounts be paid to the Settlor.

ARTICLE XVIII DEFINITION OF CHILDREN

For the purposes of this Trust, "Children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been adopted, that person shall be considered a child of such adopting parent, except for Emily Pogue Henry Handelman, and such adopted child and his issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents. The terms "child", "children", "issue", "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent.

ARTICLE XIX FLORIDA LAW TO GOVERN

This Trust Agreement and the trusts created hereby shall be construed, regulated and governed by and in accordance with the laws of the State of Florida and the initial situs of this Trust shall be the State of Florida. The Trustee may transfer the situs of the trust estate to such other place as in its opinion shall be for the best interests of the trust estate and the beneficiary.

ARTICLE XX
SPENDTHRIFT PROVISION

Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manor, nor shall any said beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the Trustee, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

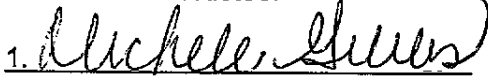
ARTICLE XXI
PERPETUITIES SAVINGS CLAUSE

Notwithstanding any provision to the contrary herein, no trust or interest created herein shall continue for the later of (1) 90 years after the creation of the trust or interest or, (2) twenty-one (21) years after the death of the last of all beneficiaries hereunder who were living at the death of Settlor. Each trust so terminated shall be distributed in equal shares free of trust to the beneficiary or beneficiaries then entitled to the income.


IN WITNESS WHEREOF, the Settlor and the Trustee have executed this Trust Agreement.


William N. Handelman, Settlor

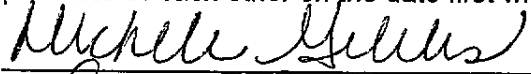
Witnesses to Trustee:


1. 
Printed Name:
Michele Gibbs


Rosicka Grace Handelman Walton
Trustee

2. 
Printed Name:
Lauren G. Giovannucci

Attestation Clause: This instrument was signed, seated, published, and declared by William N. Handelman as his Trust Agreement in our joint presence, and at his request we have signed our names as attesting witnesses in his presence and in the presence of each other on the date first written above.

 of Pinellas County, Florida

 of Pinellas County, Florida

PROOF OF TRUST

State of Florida
Self-Proving Affidavit
County of Pinellas

We, William N. Handelman, and Michele Gibbs and, Lauren G. Giovannucci, the Settlor and the Witnesses, respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the Settlor signed and executed the instrument as his Trust Agreement and that he had signed willingly, and that he executed it as his free and voluntary act for the purposes therein expressed, and that each of the witnesses, in the presence and hearing of the Settlor, signed the Trust Agreement as witness and to the best of our knowledge the Settlor was at that time eighteen years of age or older, of sound mind, and under no constraint or undue influence.

William N. Handelman
William N. Handelman, Settlor

Michele Gibbs
Witness

Lauren G. Giovannucci
Witness

Subscribed, sworn to, and acknowledged before me by William N. Handelman, the Settlor, who is personally known to me or produced a driver's license as identification, and subscribed and sworn to before me by Michele Gibbs and Lauren G. Giovannucci, witnesses, both known to me, this 1st Day of August, 1999.



Suzette E. Rizzo
MY COMMISSION # CC831526 EXPIRES
April 29, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public for Florida


Suzette Rizzo
Printed Name of Notary Public

My Commission Expires: 4/29/03

STATE OF FLORIDA
COUNTY OF PINELLAS

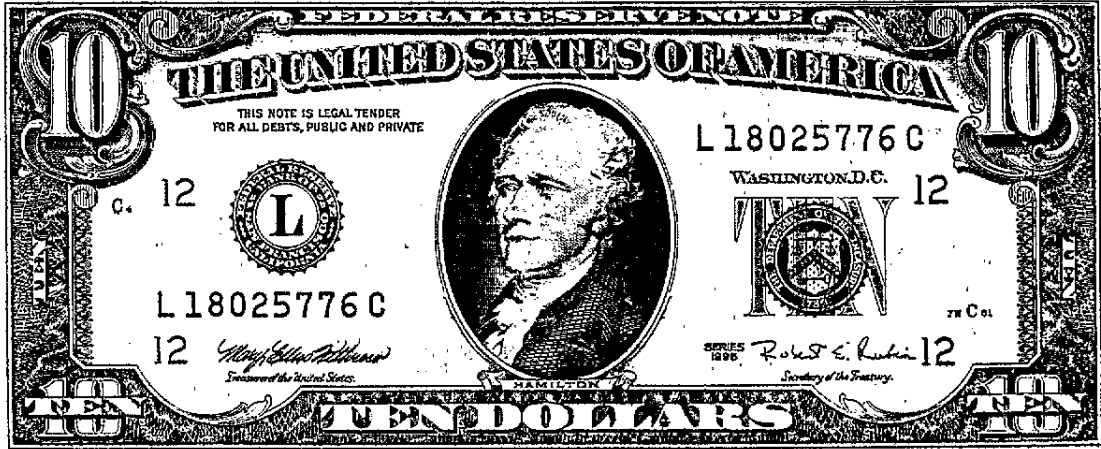
The foregoing instrument was acknowledged before me this
1st day of August, 1999, by Rosicka Grace Handelman Walton, Trustee, who is
personally known to me or who has produced a driver's license as identification.



Suzette E. Rizzo 
MY COMMISSION # CC831526 EXPIRES
April 29, 2003
BONDED THROUGH TROY FAIR INSURANCE, INC.

Signature of Notary Public
Printed Name of Notary Public
Notary Public: State of Florida
My Commission expires:

FILED
00 FEB -3 AM 9:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



"Get in line A"



"Exhibit B"

LIFE INSURANCE DIVISION

Transamerica Occidental
Life Insurance Company
1100 Walnut St., Ste. 2400
Kansas City, MO 64106-2152

Mailing Address
P.O. Box 419521
Kansas City, MO 64141-6521

attn: Dr. Handelman
727 384 9033

HANDELMAN FAMILY INSURANCE
5321 7TH AVENUE
BIRMINGHAM AL 35212

October 26, 1999

Policy No: 41642103-0
Insured: William N Handelman

Dear Policyowner:

Thank you for your recent purchase of this life insurance coverage. Since everyone is concerned with getting the most value for their money, Transamerica is pleased to advise you that the policy date for your coverage has been advanced to October 13, 1999. The due dates of all premiums will be based upon the new policy date.

Please keep this letter with your policy.

Again, thank you for choosing Transamerica. We appreciate your business.

Sincerely,

James O. Strand, Vice President
Policy Administration

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

00 FEB -3 AM 9:04

FILED

★
insurance policy
for Handelman
Family Trust

Transamerica Occidental Life Insurance Company
Transamerica Assurance Company
Transamerica Life Insurance and Annuity Company
Transamerica Life Insurance Company of Canada
Transamerica Life Insurance Company of New York

Affiliates
Transamerica Financial Resources, Inc.